

Unified Government of Wyandotte County and Kansas City, Kansas



**Board of Commissioners**

Commission Chambers

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

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***Mayor Tyrone Garner***

*Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Tom Burroughs –  
Commissioner Dist. 1 Gayle E. Townsend – Commissioner Dist. 2 Bill Burns –  
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Evelyn Hill –  
Commissioner Dist. 5 Mike Kane – Commissioner Dist. 6 Phil Lopez –  
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis*

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**AGENDA**

**Thursday, November 6, 2025**

**7:00 PM**

- 1. CALL TO ORDER/ROLL CALL**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. REVISIONS TO AGENDA**
- 5. MAYOR'S AGENDA**

**5.1 PRESENTATION: COMMISSIONER'S DOTTE PROUD HONOREES**

Synopsis: Commissioner Bynum and Commissioner Lopez will recognize businesses whose talents, leadership, and contributions have shaped and enriched the fabric of our county. Honorees include Buz's Muffler, MeMa's Bakery, Pizza Stop, Studio 7, and The Windmill KC Coffeehouse.

*For Information Only*

Tracking #: 211222

**5.2 PRESENTATION: MAYOR GARNER HONORS OUR KANSAS CITY, KANSAS SPORTS TEAM**

Synopsis: Mayor Garner will recognize our Kansas City, Kansas sports teams who play with heart, honor, and carry the proud legacy and spirit of our county forward. Honorees include Kansas Speedway, Kansas City Monarchs, and Sporting Kansas City.

*For Information Only*

Tracking #: 211223

**5.3 PROCLAMATION: EXTRA MILE DAY**

Synopsis: Proclamation proclaiming November 1, 2025, as Extra Mile Day.

Tracking #: 211230

**5.4 PROCLAMATIONS: PASTOR PEARL PACE DAY**

Synopsis: Proclamation proclaiming November 17, 2025, as Pastor Pearl Pace Day.

Tracking #: 211224

**5.5 PROCLAMATION: STRANGERS REST BAPTIST CHURCH 100TH ANNIVERSARY DAY**

Synopsis: Proclamation proclaiming November 23, 2025, as Strangers Rest Baptist Church 100th Anniversary Day.

Tracking #: 211229

**5.6 RESOLUTION: ENSURE THE UNIFIED GOVERNMENT'S FULL COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS**

Synopsis: A Resolution of the Unified Government of Wyandotte County/Kansas City, Kansas Suspending Enforcement of Certain Sections of the Unified Government Code of Ordinances, Resolutions, Regulations, Policies, Practices, and Customs to Ensure the Unified Government's full compliance with federal grant requirements.

Tracking #: 211228

**5.7 ORDINANCE: AMENDING ORIGINAL SECTIONS 18-61 AND 18-62 OF THE CODE OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

Synopsis: An ordinance amending original sections 18-61 and 18-62 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

Tracking #: 211227

## 6. REGULAR CONSENT AGENDA

### 6.1 RESOLUTION: INMATE HOUSING AGREEMENTS WITH LINN COUNTY, KANSAS

Synopsis: A Resolution authorizing the County Administrator to enter into agreements pursuant to K.S.A. 12-2908 with Linn County, Kansas for the housing of inmates to relieve pressure on jail population. This Resolution is similar to and references Resolutions R-19-19 and R-64-19, which allow the County Administrator to sign such agreements with other counties.

*On October 27, 2025, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 211108

### 6.2 RESOLUTION: COOPERATIVE AGREEMENT BETWEEN THE UNIFIED GOVERNMENT AND LEAVENWORTH COUNTY

Synopsis: A resolution authorizing the approval of a cooperative agreement between the Unified Government of Wyandotte County and Kansas City, Kansas and Leavenworth County for the purpose of planning, coordinating, funding, and advocating for programs for older adults.

*On October 27, 2025, the **Administration and Human Services Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 211135

### 6.3 RESOLUTION/ORDINANCE: MODIFYING ELIGIBILITY PROVISIONS FOR UTILITY/CITY SALES TAX REBATE PROGRAMS

Synopsis: Adoption of a resolution and approval of an ordinance modifying the provisions regarding eligibility to receive refunds on a portion of the City Sales Tax and a portion of some fees and charges by senior citizens and persons with disabilities (Utility Rebate). The income guidelines will have the same definition as set forth in KSA 79-7502(a) for claimants filing under KSA 79-4508a.

*On October 27, 2025, the **Administration and Human Services Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 211110

**6.4 ORDINANCE: AMENDING UNIFIED GOVERNMENT CODE OF PROCEDURES**

Synopsis: Appendix C, Unified Government Commission Rules of Procedure, Article I, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, is proposed to be amended to embrace current practices, as well as provide consistency throughout the Rules.

*On October 27, 2025, the Administration and Human Services Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 211111

**6.5 APPROVAL: REVISIONS TO HUMAN RESOURCES GUIDE POLICY - TRAVEL, TRAINING & MILEAGE**

Synopsis: Approval for revisions to HR Guide Policies, 3.6 - Travel, Training and Mileage Reimbursement.

*On October 27, 2025, the Administration and Human Services Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 211137

**6.6 UPDATE: HUMAN RESOURCES GUIDE (PUBLIC SAFETY EMPLOYEES)**

Synopsis: Approval of revisions to HR Guide 2.6A, Selection of Public Safety Employees. Revised policy to reflect updates in current practices as well as process in Workday.

*On October 27, 2025, the Administration and Human Services Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 211144

**6.7 RESOLUTION: RECREATION TRAILS GRANT PROGRAM THROUGH KANSAS DEPARTMENT OF WILDLIFE AND PARKS**

Synopsis: A resolution authorizing the Parks and Recreation department to apply for and accept a grant from the Recreation Trails Program through the Kansas Department of Wildlife and Parks. The grant requires a 20% match, or \$82,837. Funds have been allocated in the 2026 CIP budget.

This item was scheduled to appear before the **Neighborhood & Community Development Standing Committee**, chaired by Commissioner Davis, on November 3, 2025. It was voted unanimously to approve and to fast-track this item to the November 6, 2025, Board of Commissioners meeting.

Tracking #: 211159

**6.8 MINUTES**

Synopsis: Minutes from the Regular Session meeting on March 28, 2024.

Tracking #: MINUTES

**6.9 WEEKLY BUSINESS**

Synopsis: Weekly business materials dated October 9 and 16, 2025.

Tracking #: 211226

**7. PUBLIC HEARING AGENDA**

**7.1 PUBLIC HEARING/ORDINANCE: MIES WHOLESALE MEATS 6036  
SPEAKER ROAD LLC PROJECT**

Synopsis: 1. A public hearing was held in 2024, but notice was provided to the incorrect school district; this hearing cured that. Approval of a public hearing on Thursday, November 6, 2025, at 7:00 p.m., regarding the proposed issuance by the Unified Government of its industrial revenue bonds in a principal amount not to exceed \$17,450,000 (the “Bonds”) and in regard to an exemption from ad valorem taxation for property constructed or purchased with the proceeds of the Bonds.

2. Approval of an ordinance to issue taxable industrial revenue bonds, series 2025, in a principal amount not to exceed \$17,450,000, for the purpose of providing funds to finance certain costs relating to the Mies Real Estate 6036 Road LLC Project.

*Resolution No. R-39-24 was approved by the Board of Commissioners on July 25, 2024, authorizing issuance of the industrial revenue bonds.*

Tracking #: 211164

**7.2 PUBLIC HEARING: COMMUNITY IMPROVEMENT DISTRICT FOR THE  
HOMEFIELD PROJECT #2**

Synopsis: There are two items to be heard:

1. Public Hearing establishing the community improvement district and imposing the 2% community improvement district sales tax at K1 Racing and the Hilton Hotel.

2. An ordinance establishing the community improvement district and imposing the 2% community improvement district sales tax at K1 Racing and the Hilton Hotel.

Tracking #: 211170

## 8. STANDING COMMITTEES' AGENDA

### 8.1 ORDINANCE: AMENDING LEVY OF TRANSIENT GUEST TAX

Synopsis: A Charter Ordinance exempting the Unified Government of Wyandotte County/Kansas City, Kansas, from the provisions of K.S.A. 12-1697(a) relating to the levy of a transient guest tax, to the minimum rate thereof, and to the purposes for which such transient guest tax monies may be spent; providing substitute and additional provisions on the same subject; and superseding Sections 2, 3, and 4 of Charter Ordinance No. CO-01-18.

*On August 25, 2025, the Administration and Human Services Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting. At the Board of Commissioners meeting on September 4, 2025, a motioned was made and voted unanimously to return this item back to the Administration and Human Services Standing Committee. On September 22, 2025, the Administration and Human Services Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting. On October 2, 2025, this item was held over from the Board of Commissioners meeting.*

Tracking #: 21877

## 9. ADMINISTRATOR'S AGENDA

### 9.1 RESOLUTION: BONNER SPRINGS NEIGHBORHOOD REVITALIZATION PLAN

Synopsis: Adopting a resolution approving the City of Bonner Springs and Unified Government Interlocal agreement for the administration of the Bonner Springs Neighborhood Revitalization Plan No. 7.

Tracking #: 211125

### 9.2 ORDINANCE: AUTHORIZING ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR MARSHALLTOWN COMPANY PROJECT

Synopsis: Approval of an ordinance to issue taxable industrial revenue bonds, series 2025, in a principal amount not to exceed \$27,000,000, for the purpose of providing funds to finance certain costs relating to the Marshalltown Company Project. Located at 9400 Leavenworth Road.

Tracking #: 211098

### 9.3 ORDINANCE: AUTHORIZING ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR INFINITY WINDOWS/MARVIN LUMBER PROJECT

Synopsis: Approval of an ordinance to issue taxable industrial revenue bonds, series 2025, in a principal amount not to exceed \$65,000,000, for the purpose of providing funds to finance certain costs relating to the Marvin Lumber and Cedar Company, LLC Project, located at 9820 Leavenworth Road.

Tracking #: 211099

**9.4 ORDINANCE: TO TERMINATE SPECIAL ASSESSMENTS IN A HOMEFIELD COMMUNITY IMPROVEMENT DISTRICT IN COMPLIANCE WITH A PETITION**

Synopsis: To adopt an ordinance to repeal O-127-23 and to amend O-101-23, thereby removing special assessments from the Homefield Community Improvement District on Margaritaville, Live Nation, and Atlas 9, to comply with a petition signed by the property owners in the district.

Tracking #: 211220

**9.5 ORDINANCE: REZONING PROPERTY (COZ2025-005)**

Synopsis: AN ORDINANCE rezoning property at 13000, 12504, and 12340 Parallel Parkway (COZ2025-005) from A-G Agriculture District (WYCO) to B-P Planned Business Park District, RECOMMENDED FOR APPROVAL.

*This item was previously heard before the Board of Commissioners on July 31, August 28, and September 25, 2025. This item was previously heard again before the Board of Commissioners on October 30, 2025, and voted unanimously to be heard at the November 6, 2025, Board of Commissioners meeting.*

Tracking #: 21779

**10. COMMISSIONERS' AGENDA**

**11. LAND BANK BOARD OF TRUSTEES CONSENT AGENDA**

**11.1 LAND BANK OPTIONS**

Synopsis: The following **option application(s)** were presented at the 09/29/25 Neighborhood & Community Development standing committee meetings:

Please visit the new site to review the applications below:

<https://gisapp.wycokck.org/Landbank.html>

19 Single Family Homes

4 Multi-Family

1 Commercial

*On September 29, 2025, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 211231

## 11.2 LAND BANK PROPERTY TRANSFERS

Synopsis: The following **property transfer application(s)** were presented at the 09/29/25 Neighborhood & Community Development standing committee meetings:

Please visit the new site to review the applications below

<https://gisapp.wycokck.org/Landbank.html>

15 Property Transfers

*On September 29, 2025, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 211232

## 12. BOARD OF HEALTH REGULAR AGENDA

### 12.1 QUARTERLY UPDATE: BOARD OF HEALTH

Synopsis: A presentation highlighting the Wyandotte County Health Department's Response to Substance Abuse.

*On October 2, 2025, this item was held over from the Board of Commissioners meeting.*

*For Information Only*

Tracking #: 211050

## 13. ADJOURN

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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](mailto: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](mailto:UGclerkrequest@wycokck.org) o al 913-573-5260 al menos 48 horas antes de la reunión.

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Join from PC, Mac, iPad, or Android:  
<https://wycokck.zoom.us/j/84004637342>  
**Webinar ID: 840 0463 7342**

Phone one-tap:  
+13462487799,85339542904# US (Houston)  
+16694449171,85339542904# US

Join via audio:  
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International numbers available: <https://wycokck.zoom.us/u/kbu1e63DH>

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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.

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## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
		Commissioners' Office
AGENDA ITEM #5.1.		
PRESENTATION: COMMISSIONER'S DOTTE PROUD HONOREES		
BACKGROUND		
<p>Commissioner Bynum and Commissioner Lopez will recognize businesses whose talents, leadership, and contributions have shaped and enriched the fabric of our county. Honorees include Buz's Muffler, MeMa's Bakery, Pizza Stop, Studio 7, and The Windmill KC Coffeehouse.</p>		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Commissioners Dotte Proud Recognition 11-6-25 Final		

Approved by Mayor/Administrator to add to agenda.

**Mayor's  
Dotte  
Proud  
Recogniti  
on**

November 6, 2025



**Commissioners honor local  
Businesses**

Buz's  
Muffler

**BUZ'S**  
**MUFFLER**  
913-287-7256

# Mema's Old Fashioned Bakery



# Pizza Stop



**Studio 7  
Fine Art  
and  
Custom  
Frame**



**7638 Leavenworth Road  
Kansas City, KS 66109  
913-788-3467**

**Windmill  
KC  
Coffeehouse**





## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Irene Caudillo, Chief of Staff  icaudillo@wycokck.org x5010	Mayor's Office
AGENDA ITEM #5.2.		
PRESENTATION: MAYOR GARNER HONORS OUR KANSAS CITY, KANSAS SPORTS TEAM		
BACKGROUND		
Mayor Garner will recognize our Kansas City, Kansas sports teams who play with heart, honor, and carry the proud legacy and spirit of our county forward. Honorees include Kansas Speedway, Kansas City Monarchs, and Sporting Kansas City.		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Mayor's Dotte Proud Recognition 11-6-25		

Approved by Mayor/Administrator to add to agenda.

**Mayor's  
Dotte  
Proud  
Recogniti  
on**

November 6, 2025



**Honoring Our Sports Teams**

Kansas  
Speedway



**KC**  
**Monarchs**



**Sporting  
Kansas  
City**





# PROCLAMATION

**WHEREAS,** Wyandotte County/Kansas City, Kansas, is a community that acknowledges that a **special vibrancy exists within the entire community** when its individual citizens collectively **“go the extra mile” in personal effort, volunteerism, and service**; and

**WHEREAS,** Wyandotte County/Kansas City, Kansas, is a community which encourages its citizens to **maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction** to their individual ambitions, family, friends, and community; and

**WHEREAS,** Wyandotte County/Kansas City, Kansas, is a community that chooses to shine a light on and celebrate individuals and organizations within its community who **“go the extra mile” to make a difference and lift fellow members of their community**; and

**WHEREAS,** Wyandotte County/Kansas City, Kansas, acknowledges the **mission of Extra Mile America to create 550 Extra Mile cities in America** and is proud to support **“Extra Mile Day” on November 1, 2025.**

**NOW, THEREFORE,** I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 1, 2025, as:

## **“Extra Mile Day”**

in Wyandotte County/Kansas City, Kansas. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

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**TYRONE GARNER, MAYOR/CEO**



# *PROCLAMATION*

- WHEREAS,** we gather to honor and celebrate the life and legacy of Pastor Pearl E. Pace, a trailblazer, preacher, and spiritual leader whose unwavering faith and dedication to her community left an indelible mark on Wyandotte County, Kansas; and
- WHEREAS,** Pastor Pearl E. Pace met, married, and spent 68 years of her life with Howard Pace, and to this union they had 3 daughters, Kelli, Camille, and Cecille; and
- WHEREAS,** the couple started the New Jerusalem Missionary Baptist Temple Full Gospel church on October 18, 1987, in Wyandotte County, Kansas City, KS., where they worked in the ministry and church, devoting and serving others through spreading the Word of God; and
- WHEREAS,** her contributions extended beyond the pulpit, as she worked diligently to open the door to women in the ministry, along with her sister Carol F. Watson, empowering these women to accept their call and reach their potential in Christ; and
- WHEREAS,** she guided these women by giving them a platform and a voice to deliver their trial sermons to be licensed and ordained; and
- WHEREAS,** Pastor Pearl E. Pace was a pillar of strength, wisdom, a guiding light, and an advocate for faith, unity, and love, inspiring generations with her leadership, compassion, and tireless service.

**NOW, THEREFORE,** I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 17, 2025, as:

## **“Pastor Pearl Pace Day”**

in Wyandotte County/Kansas City, Kansas. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

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**TYRONE GARNER, MAYOR/CEO**



# PROCLAMATION

- WHEREAS,** today we celebrate the 100th Anniversary of Strangers Rest Baptist Church, a historic and spiritual institution that has served the community with faith and purpose; and
- WHEREAS,** Strangers Rest Baptist Church has stood as a valuable spiritual resource in our community, providing its congregation with opportunities to grow spiritually, emotionally, and physically for an entire century; and
- WHEREAS,** the leaders and members of Strangers Rest Baptist Church have planned a weekend of celebration, November 22–23, 2025, to honor this milestone with the theme, “A Church Built on a Strong Foundation” (Matthew 16:18); and
- WHEREAS,** Strangers Rest Baptist Church has responded to the call of service by supporting youth, comforting the bereaved, welcoming the stranger, strengthening families, and ministering to the broader needs of the community through both word and deed; and
- WHEREAS,** we give thanks for the many baptisms, weddings, funerals, Sunday school lessons, community outreach programs, and moments of fellowship that have blessed both the congregation and the community since its founding in 1925; and
- WHEREAS,** Strangers Rest Baptist Church continues its mission of faith today under the leadership of Rev. Julian Brown, whose commitment to spiritual growth and community impact reflects the enduring vision of the church's founders; and
- WHEREAS,** the 100th Anniversary is not only a moment to reflect on the rich legacy of the Church, but also an opportunity to rededicate ourselves to its mission, looking ahead with faith, hope, and determination to the next century of service.
- NOW, THEREFORE,** I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 23<sup>rd</sup>, 2025, as:

## “Strangers Rest Baptist Church 100th Anniversary Day”

in Wyandotte County/Kansas City, Kansas. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

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**TYRONE GARNER, MAYOR/CEO**



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="584 384 1036 443" style="border: 1px solid black; padding: 2px;">Wendy Green, Assistant Counsel</div> wmgreen@wycokck.org x5679	Legal
<b>AGENDA ITEM #5.6.</b>		
<b>RESOLUTION: ENSURE THE UNIFIED GOVERNMENT'S FULL COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS</b>		
<b>BACKGROUND</b>		
<p>A Resolution of the Unified Government of Wyandotte County/Kansas City, Kansas Suspending Enforcement of Certain Sections of the Unified Government Code of Ordinances, Resolutions, Regulations, Policies, Practices, and Customs to Ensure the Unified Government's full compliance with federal grant requirements.</p>		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Suspension only resolution_Final, FINAL_v2 presentation for approval of suspension of code sections 10.31.2025		

Approved by Mayor/Administrator to add to agenda.

**RESOLUTION NO. R-\_\_\_\_\_**

**A RESOLUTION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS SUSPENDING ENFORCEMENT OF CERTAIN SECTIONS OF THE UNIFIED GOVERNMENT CODE OF ORDINANCES, RESOLUTIONS, REGULATIONS, POLICIES, PRACTICES, AND CUSTOMS TO ENSURE THE UNIFIED GOVERNMENT’S FULL COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS**

**WHEREAS**, it has been and continues to be the mission of the Unified Government of Wyandotte County/Kansas City, Kansas to protect the health, safety, and welfare of all members of the community, regardless of whether they are members of a protected class or not, in order to create and maintain a community where all persons feel safe and secure; and

**WHEREAS**, in accordance with previous interpretations and directives of federal law, the Unified Government has enacted, adopted, promulgated, and implemented a number of ordinances, resolutions, regulations, policies, customs, and practices that would provide assistance and equal opportunities for disadvantaged and marginalized persons in the community; and

**WHEREAS**, starting in January 2025, the federal government – through Presidential Executive Orders, agency guidance, and federal grant conditions – significantly modified its interpretation of, and enforcement priorities related to, federal anti-discrimination and immigration laws; and

**WHEREAS**, the current Federal Administration has indicated that it will no longer provide funding to governmental entities, such as the Unified Government, that do not certify compliance and, in fact, do not comply with its current interpretation of federal law; and

**WHEREAS**, the Unified Government receives a significant amount of funds in the form of federal grants that it uses for housing assistance and emergency repair, infrastructure improvements and construction, services for seniors and disabled individuals, community healthcare services, and other programs that bring tremendous value to all members of the community; and

**WHEREAS**, the Unified Government is fully committed to ensuring full compliance with federal law, policy, and all applicable regulations; and

**WHEREAS**, the Governing Body of the Unified Government finds and determines that it is necessary and advisable, in order to ensure the continued receipt of federal funding and to best serve all the residents of Wyandotte County and Kansas City, Kansas, that the Unified Government is in full compliance with new and existing federal grant requirements; and

**WHEREAS**, such full compliance can best be effectuated through suspending enforcement of sections of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, as well as any resolutions, regulations, policies, practices, and customs, that are inconsistent with current interpretations of federal law made by this Federal Administration.

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

**Section 1. Suspension of certain ordinances, resolutions, regulations, policies, practices, and customs.** The Governing Body hereby suspends enforcement of all portions of ordinances, resolutions, regulations, policies, practices, and customs that are inconsistent with current interpretation of federal law made by the Executive Branch of the federal government.

**Section 2. Authorization.** The Governing Body hereby authorizes, orders, and directs that the County Administrator shall take any and all administrative actions necessary to ensure full compliance with federal grant assurance guidelines and to suspend, modify, or hold in abeyance enforcement of any ordinances, resolutions, regulations, policies, practices, and customs that conflict with current federal guidelines. The County Administrator may delegate administrative duties under this authority as necessary to Assistant County Administrators and Department Directors or their designees.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

\_\_\_\_\_  
Tyrone A. Garner, Mayor/CEO

Attest:

\_\_\_\_\_  
Unified Government Clerk

Approved as to Form:

\_\_\_\_\_  
Unified Government Chief Counsel

**A Resolution Suspending Certain Code Provisions,  
as well as any resolutions, regulations, policies, practices, and customs,  
that are inconsistent with the Executive Branch of the Federal Government's  
current Interpretation of Anti-discrimination and Immigration Law**

# What are we responding to?

- Changes in the Federal Landscape
  - *Students for Fair Admissions, Inc., v. Harvard*
  - Executive orders
  - Agency memos
  - Agency guidance documents
  - Grant conditions and certifications
  - False Claims Act

The Federal government employs a variety of enforcement mechanisms to ensure compliance.

# What's at risk?

- 2023: \$27,963,335 in federal funds spent
- 2024/5 Dept. projections: \$80,714,383
- **Loss of Federal \$ = loss of programs + loss of infrastructure + loss of up to 117 federally funded UG staff**

# Programs & Staff at Risk

- Services for seniors
  - 9 congregate meal sites feeding 300 seniors every week
  - 400 meals delivered to seniors every week
- Community healthcare services
  - \$4.7M in WIC benefits to Wyandotte County residents
  - Services for 5,309 WIC clients per month
  - Many other Health Department programs

# Programs & Staff at Risk

- Housing assistance & emergency repair through CDBG, HOME, ESG
  - Boston Daniels Park restoration, \$150K
  - Investments in local business owners, \$1.3M
  - 10 newly constructed workforce housing units & 100 new single and multi-family housing units
  - Support for nearly 500 individuals and families at risk of homelessness
  - Support for the winter warming shelter
- Infrastructure improvements & construction and other programs

# Suspension of enforcement

- Certain sections of the UG Code, as well as certain regulations, policies, practices, and customs are inconsistent with current interpretation of federal law made by the Executive Branch of the Federal Government
  - The landscape is still shifting
  - Best practice: suspend enforcement

# Recommended for approval

- Further review is ongoing
- More changes are likely

Questions?



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Wendy Green, Assistant Counsel</div> wmgreen@wycokck.org x5679	Legal
<b>AGENDA ITEM #5.7.</b>		
<b>ORDINANCE: AMENDING ORIGINAL SECTIONS 18-61 AND 18-62 OF THE CODE OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS</b>		
<b>BACKGROUND</b>		
An ordinance amending original sections 18-61 and 18-62 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas.		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Ordinance amending UG Code 18-61 and 18-62_Final, FINAL presentation for approval of amendment of code sections 10.31.2025		

Approved by Mayor/Administrator to add to agenda.

**ORDINANCE NO. O-\_\_\_\_\_**

ORDINANCE                    amending original sections 18-61 and 18-62 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas

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

**Section 1.** That Chapter 18, Article III, section 18-61 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and it is hereby amended and shall read as follows:

Sec. 18-61. - Prosecutions under article; penalty.

No prosecution shall be brought under this article except upon certification to the legal department as provided for in section 18-59. After certification, the legal department ~~shall~~ may prosecute the alleged offender for violation of this article.

(Code 1964, § 11-44; Code 1988, § 18-44; Ord. No. 54685, § 1, 3-4-1976)

**Section 2.** That Chapter 18, Article III, section 18-62 of the of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and it is hereby amended and shall read as follows:

Sec. 18-62. - Injunctive relief; continued violations.

Upon two or more convictions of any person for violation of this article, a person shall be deemed a persistent offender. In the event of such occurrence, the department of human services shall be empowered to refer the matter to the unified government chief counsel, who ~~shall~~ may thereupon apply to the appropriate court for injunctive and other relief.

(Code 1964, § 11-45; Code 1988, § 18-45; Ord. No. 54685, § 1, 3-4-1976)

**Section 3.** These ordinances shall take effect and be in full force from and after their passage, approval, and publication in the *Wyandotte Echo*.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

\_\_\_\_\_  
Tyrone A. Garner, Mayor/CEO

Attest:

---

Unified Government Clerk

Approved as to Form:

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Unified Government Chief Counsel

**Amendment of UG Code Sections 18-61 & 18-62**  
to ensure consistency with the Kansas Rules of Professional Conduct

# Amendment of §18-61

- No prosecution shall be brought under this article except upon certification to the legal department as provided for in section 18-59. After certification, the legal department ~~shall~~ **may** prosecute the alleged offender for violation of this article.

# Amendment of §18-62

- Upon two or more convictions of any person for violation of this article, a person shall be deemed a persistent offender. In the event of such occurrence, the department of human services shall be empowered to refer the matter to the unified government chief counsel, who ~~shall~~ **may** thereupon apply to the appropriate court for injunctive and other relief.

# Recommended for approval

- Further review of the Code is ongoing
- More changes are likely

Questions?



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Sheri Courtney</div> scourtney@wycokck.org X5084	Legal
AGENDA ITEM #6.1.		
RESOLUTION: INMATE HOUSING AGREEMENTS WITH LINN COUNTY, KANSAS		
BACKGROUND		
<p>A Resolution authorizing the County Administrator to enter into agreements pursuant to K.S.A. 12-2908 with Linn County, Kansas for the housing of inmates to relieve pressure on jail population. This Resolution is similar to and references Resolutions R-19-19 and R-64-19, which allow the County Administrator to sign such agreements with other counties.</p>		
RECOMMENDATION		
<p>Approve</p> <p>To adopt the resolution.</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
LEGAL/ POLICY CONSIDERATIONS		
To adopt the resolution.		
ATTACHMENTS		
Resolution authorizing UG to enter Inmate Housing Agreements - adding Linn County with attached form agreement, Inmate Housing Agreement with Linn County, R-19-19, R-64-19		

Approved by Mayor/Administrator to add to agenda.

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO  
INMATE HOUSING AGREEMENTS**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, K.S.A. 19-811 provides that the Sheriff shall have the charge and custody of the jail of his county, and all the prisoners in the same; and

WHEREAS, the Wyandotte County jail has a fluctuating need to house inmates in jails of other counties within Kansas due largely to growing inmate population; and

WHEREAS, many of the county jails within the state of Kansas have and will agree to house Wyandotte County jail inmates within their facilities, for a limited time, in exchange for a reasonable daily fee to be charged per inmate; and

WHEREAS, Wyandotte County jail inmate population is continually growing, resulting in a need for Wyandotte County to temporarily house its inmates at other county jails within the State of Kansas; and

WHEREAS, due to minimal extra capacity that other county jails in the State of Kansas have available for housing Wyandotte County inmates, there are several counties within Kansas and Missouri that Wyandotte County would need to contract with for the temporary housing of Wyandotte County inmates. Those counties are listed in Resolution Numbers R-19-19 and R-64-19, and additionally include Linn County, Kansas. Rather than present each separate inmate housing agreement before the Commission for approval as needed, the Commission desires to grant the County Administrator the ability to enter into and execute an agreement on behalf of the Board of Commissioners with Linn County and any of the counties listed in the aforementioned resolutions, as needed, in order to control the inmate population within the Wyandotte County jail.

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

1. The County Administrator is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas an agreement with any of the above-listed counties pursuant to K.S.A. 12-2908 for the temporary housing of Wyandotte County jail inmates as needed, provided however, that the terms and conditions of any such agreement substantially comply with those in the attached Form Agreement and provided further that no terms of the agreement contradict any of the terms or conditions set forth in the attached Form Agreement.

2. The County Administrator and his designees are hereby authorized to take any action required and execute any instruments necessary to implement and satisfy 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

\_\_\_\_\_  
Unified Government Clerk

Approved As To Form:

\_\_\_\_\_  
Angela J. Lawson  
Acting Chief Counsel

**AGREEMENT BETWEEN XXXX COUNTY, KANSAS AND  
WYANDOTTE COUNTY, KANSAS FOR THE HOUSING OF INMATES  
IN THE XXXX COUNTY ADULT DETENTION CENTER**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners of XXXX County, Kansas, hereinafter referred to as "XXXX County", on behalf of the Sheriff of XXXX County, Kansas and the Board of County Commissioners of Wyandotte County, Kansas, hereinafter referred to as "Wyandotte County", for the Sheriff of Wyandotte County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

WHEREAS, in the event of overcrowding in the Wyandotte County jail, the Sheriff of Wyandotte County may wish to transfer one or more inmates to the XXXX County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

WHEREAS, the Sheriff of XXXX County is desirous of accepting and keeping in his custody such inmate(s) in the XXXX County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

**1. GOVERNING LAW**

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

**2. DURATION**

This Agreement shall enter into full force and effect from the date hereof and end December 31, 2019, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Wyandotte County to have inmates housed in the XXXX County Adult Detention Center continuously or at all.

**3. TERMINATION**

This Agreement may be terminated by written notice of either party, provided that such termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, Wyandotte County will remove its inmates from the XXXX County Adult Detention Center.

**4. MAILING ADDRESSES**

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

XXXX County:

Contact Person:

Wyandotte County: Wyandotte County Sheriff  
Criminal Justice Complex  
710 N 7<sup>th</sup> Street, Ste. 20  
Kansas City, Kansas 66101-3093  
(913) 573-2861

With a Copy to: Unified Government of Wyandotte County/ Kansas City, Kansas  
701 N. 7<sup>th</sup> Street  
Kansas City, Kansas 66101  
Attn: Chief Counsel  
(913) 573-5060

Contact Person: Wyandotte County Jail Administrator

**5. COMPENSATION**

XXXX County agrees to accept and house Wyandotte County inmates for compensation at the rate of \_\_\_\_\_ Dollars (\$\_\_.00) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

**6. FURLOUGHS AND PASSES**

XXXX County agrees that no furloughs or passes shall be granted to any inmate(s) housed by XXXX County on behalf of Wyandotte County pursuant to this Agreement without written authorization by the Wyandotte County Sheriff.

**7. INMATE ACCOUNTS**

XXXX County shall establish and maintain an account for each inmate received from Wyandotte County and shall credit to such account all money which is received from the inmate or from Wyandotte County on behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Wyandotte County or indefinite release to the Court, the inmate's money

shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the XXXX County jail.

**8. RESPONSIBILITY FOR INMATE CUSTODY**

It shall be the responsibility of XXXX County to confine the inmate(s); to provide treatment, including the furnishing of substances and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that nothing herein shall be construed to require XXXX County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

**9. MEDICAL SERVICES**

(a) The Sheriff of XXXX County shall provide inmates from Wyandotte County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Wyandotte County; provided, that XXXX County shall make every reasonable effort to advise and consult with Wyandotte County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by XXXX County for Wyandotte County to review at its request. Any medical or dental services of major consequence shall be reported to Wyandotte County as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Wyandotte County agrees to compensate XXXX County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Wyandotte County from retaking the ill or injured inmate(s) and seeking the necessary medical attention.

**10. DISCIPLINE**

XXXX County shall have physical control over and power to execute disciplinary authority over all inmates from Wyandotte County, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

**11. RECORDS AND REPORTS**

(a) Wyandotte County shall forward to XXXX County before or at the time of delivery of inmates: an admission classification, a report outlining each inmate's social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) XXXX County shall keep all necessary and pertinent records concerning each inmate in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the XXXX County jail, Wyandotte County shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

**12. REMOVAL FROM THE JAIL**

An inmate of Wyandotte County legally confined in XXXX County shall not be removed from there by any person without a written order from Wyandotte County. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate, or to the inmates or personnel of XXXX County. In the event of any removal for such an emergency cause, XXXX County shall inform Wyandotte County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

**13. ESCAPES**

In the event any inmate shall escape from custody in XXXX County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Wyandotte County. XXXX County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by XXXX County.

**14. DEATH OF AN INMATE**

(a) In the event of a death of an inmate from Wyandotte County, the Medical Examiner, Coroner or other officials having the duties of such an officer in XXXX County shall be notified. Wyandotte County shall receive copies of any records made at or in connection with such notification.

(b) XXXX County shall immediately notify Wyandotte County of the death of an inmate, furnish information as requested, and follow the instructions of Wyandotte County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Wyandotte County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Wyandotte County and XXXX County may arrange to have Wyandotte County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Wyandotte County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Wyandotte County shall receive a certified copy of the death certificate for any of its inmates who have died while in XXXX County custody.

**15. RETAKING OF INMATES**

Wyandotte County will retake any inmate, upon request of XXXX County, within ten (10) days after receipt of such request to retake. In the event the confinement of any inmate in XXXX County's jail is terminated for any reason, Wyandotte County agrees to accept delivery of the inmate at XXXX County, and at its expense, and return such inmate to the jurisdiction of Wyandotte County.

**16. PHOTOGRAPHING AND PUBLICITY**

XXXX County shall not be authorized to release publicity concerning inmates from Wyandotte County. XXXX County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding Wyandotte County inmates shall be referred to Wyandotte County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to a requestor by XXXX County.

**17. INDEMNIFICATION**

XXXX County shall indemnify, defend and hold harmless Wyandotte County and its officers and employees from liability and any claims, suits, judgement and damages to the extent such claims, suits, judgments and damages arise as a result of XXXX County's acts and/or omissions in the performance of this Agreement. Nothing herein shall be contrasted to require XXXX County to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of Wyandotte County, its officers, agents or employees or allegations regarding Wyandotte County's authority to enter into this Agreement. Neither shall anything herein be construed to required XXXX County to defend or indemnify any part of any claims, lawsuits, damages, expenses, costs or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.

**18. JAIL ADMINISTRATION AND MANAGEMENT**

XXXX County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Wyandotte County of any material changes in the physical structure or procedures of the operation of the jail.

**20. BILLING AND PAYMENT.**

XXXX County agrees to provide Wyandotte County with an itemized invoice, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. XXXX County agrees to send said invoice each month. Wyandotte County agrees to make payment to XXXX County within a 30-days after receipt of the invoice.

**21. RIGHT TO REFUSE**

(a) XXXX County shall have the right to refuse to accept any inmate(s) from Wyandotte County when, in the opinion of XXXX County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.

(b) XXXX County shall further have the right to refuse to accept any inmate(s) from Wyandotte County who, in judgment of XXXX County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.

**22. TRANSPORTATION**

Wyandotte County prisoners incarcerated in XXXX County pursuant to this Agreement shall be transported to XXXX County by and at the expense of Wyandotte County and shall be returned, if necessary, to Wyandotte County by Wyandotte County personnel and at Wyandotte County expense. XXXX County is not responsible for transportation of Wyandotte County prisoners under this Agreement and shall be reimbursed by Wyandotte County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by XXXX County personnel becomes necessary.

**21. MISCELLANEOUS**

This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
XXXX COUNTY, KANSAS

\_\_\_\_\_  
, Chairman

SHERIFF OF XXXX COUNTY

\_\_\_\_\_  
, Sheriff

ATTEST:

\_\_\_\_\_  
, XXXX County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
, County Counselor

COUNTY ADMINISTRATOR  
WYANDOTTE COUNTY, KANSAS

\_\_\_\_\_  
, Administrator

SHERIFF OF WYANDOTTE COUNTY

\_\_\_\_\_  
, Sheriff

ATTEST:

\_\_\_\_\_  
, Unified Government Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
, Unified Government Assistant Counsel

**AGREEMENT BETWEEN LINN COUNTY, KANSAS AND  
UNIFIED GOVERNMENT AND SHERIFF OF WYANDOTTE COUNTY, KANSAS FOR THE  
HOUSING OF INMATES IN THE LINN COUNTY ADULT DETENTION CENTER**

**THIS AGREEMENT**, made and entered into this 17 day of August, 2025, by and between the Board of County Commissioners of LINN County, Kansas, hereinafter referred to as "LINN County", on behalf of the Sheriff of LINN County, Kansas and the Board of County Commissioners of Wyandotte County, Kansas, hereinafter referred to as "Wyandotte County", for the Sheriff of Wyandotte County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

**WHEREAS**, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

**WHEREAS**, in the event of overcrowding in the Wyandotte County jail, the Sheriff of Wyandotte County may wish to transfer one or more inmates to the LINN County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

**WHEREAS**, the Sheriff of LINN County is desirous of accepting and keeping in his custody such inmate(s) in the LINN County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

**WHEREAS**, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

**WHEREAS**, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

**NOW THEREFORE**, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

**1. GOVERNING LAW**

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

**2. DURATION**

This Agreement shall enter into full force and effect from August 17, 2025 hereof and end August 16, 2028, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written agreement by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Wyandotte County to have inmates housed in the LINN County Adult Detention Center continuously or at all.

3. **TERMINATION**

This Agreement may be terminated by written notice of either party, provided that such termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, Wyandotte County will remove its inmates from the LINN County Adult Detention Center.

4. **MAILING ADDRESSES**

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Contact Person:	Sheriff James Akes
LINN County:	Linn County Sheriff's Office 308 Main Street Mound City, Kansas 66056 (913)795-2665
Contact Person:	Sheriff Daniel Soptic LTC David Thaxton, Warden
Wyandotte County:	Wyandotte County Sheriff Criminal Justice Complex 710 N 7 <sup>th</sup> Street, Ste. 20 Kansas City, Kansas 66101-3093 (913) 573-2861

5. **COMPENSATION**

LINN County agrees to accept and house Wyandotte County inmates for compensation at the rate of sixty-seven dollars and 50 cents (\$67.50) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

6. **FURLOUGHS AND PASSES**

LINN County agrees that no furloughs or passes shall be granted to any inmate(s) housed by LINN County on behalf of Wyandotte County pursuant to this Agreement without written authorization by the Wyandotte County Sheriff.

7. **INMATE ACCOUNTS**

LINN County shall establish and maintain an account for each inmate received from Wyandotte County and shall credit to such account all money which is received from the inmate or from Wyandotte County on behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Wyandotte County or indefinite release to the Court, the inmate's money shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the LINN County jail.

8. **RESPONSIBILITY FOR INMATE CUSTODY**

It shall be the responsibility of LINN County to confine the inmate(s); to provide treatment, including the furnishing of substances and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that nothing herein shall be construed to require LINN County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

9. **MEDICAL SERVICES**

(a) The Sheriff of LINN County shall provide inmates from Wyandotte County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Unified Government; provided, that LINN County shall make every reasonable effort to advise and consult with Wyandotte County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by LINN County for Unified Government to review at its request. Any medical or dental services of major consequence shall be reported to Unified Government as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Unified Government agrees to compensate LINN County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Unified Government from retaking the ill or injured inmate(s) and seeking the necessary medical attention. Linn county will contact Wyandotte to let them know their inmate needs medical or dental, should Wydotite not relieve Linn county within one shift, Wydotite will be charged overtime rates.

10. **DISCIPLINE**

LINN County shall have physical control over and power to execute disciplinary authority over all inmates from Unified Government, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

11. **RECORDS AND REPORTS**

(a) Unified Government shall forward to LINN County before or at the time of delivery of inmates: an admission classification, a report outlining each inmate's social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) LINN County shall keep all necessary and pertinent records concerning each inmate in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the LINN County jail, Unified Government shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

12. **REMOVAL FROM THE JAIL**

An inmate of Unified Government legally confined in LINN County shall not be removed from there by any person without a written order from Unified Government. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of

the inmate, or to the inmates or personnel of LINN County. In the event of any removal for such an emergency cause, LINN County shall inform Unified Government of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

13. **ESCAPES**

In the event any inmate shall escape from custody in LINN County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Wyandotte County Sheriff. LINN County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by LINN County.

14. **DEATH OF AN INMATE**

(a) In the event of a death of an inmate from Wyandotte County, the Medical Examiner, Coroner or other officials having the duties of such an officer in LINN County shall be notified. Wyandotte County shall receive copies of any records made at or in connection with such notification.

(b) LINN County shall immediately notify Wyandotte County of the death of an inmate, furnish information as requested, and follow the instructions of Wyandotte County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Wyandotte County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Wyandotte County and LINN County may arrange to have Wyandotte County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Wyandotte County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Wyandotte County shall receive a certified copy of the death certificate for any of its inmates who have died while in LINN County custody.

15. **RETAKEING OF INMATES**

Wyandotte County will retake any inmate, upon request of LINN County, within ten (10) days after receipt of such request to retake. In the event the confinement of any inmate in LINN County's jail is terminated for any reason, Wyandotte County agrees to accept delivery of the inmate at LINN County, and at its expense, and return such inmate to the jurisdiction of Wyandotte County.

16. **PHOTOGRAPHING AND PUBLICITY**

LINN County shall not be authorized to release publicity concerning inmates from Wyandotte County. LINN County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding Wyandotte County inmates shall be referred to Wyandotte County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to a requestor by LINN County.

17. **INDEMNIFICATION**  
LINN County shall indemnify, defend and hold harmless Wyandotte County and its officers and employees from liability and any claims, suits, judgment and damages to the extent such claims, suits, judgments and damages arise as a result of LINN County's acts and/or omissions in the performance of this Agreement. Nothing herein shall be construed to require LINN County to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of Wyandotte County, its officers, agents or employees or allegations regarding Wyandotte County's authority to enter into this Agreement. Neither shall anything herein be construed to require LINN County to defend or indemnify any part of any claims, lawsuits, damages, expenses, costs or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.
18. **JAIL ADMINISTRATION AND MANAGEMENT**  
LINN County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Wyandotte County of any material changes in the physical structure or procedures of the operation of the jail.
20. **BILLING AND PAYMENT**  
LINN County agrees to provide Wyandotte County with an itemized invoice, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. LINN County agrees to send said invoice each month. Wyandotte County agrees to make payment to LINN County within a 30-days after receipt of the invoice.
21. **RIGHT TO REFUSE**  
(a) LINN County shall have the right to refuse to accept any inmate(s) from Wyandotte County when, in the opinion of LINN County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.  
  
(b) LINN County shall further have the right to refuse to accept any inmate(s) from Wyandotte County who, in judgment of LINN County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.
22. **TRANSPORTATION**  
Wyandotte County prisoners incarcerated in LINN County pursuant to this Agreement shall be transported to LINN County by and at the expense of Wyandotte County and shall be returned, if necessary, to Wyandotte County by Wyandotte County personnel and at Wyandotte County expense. LINN County is not responsible for transportation of Wyandotte County prisoners under this Agreement and shall be reimbursed by Wyandotte County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by LINN County personnel becomes necessary.
21. **MISCELLANEOUS**  
This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term

or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
LINN COUNTY, KANSAS

Oliver H. Johnston  
Chairman

SHERIFF OF LINN COUNTY

James Akes  
James, AKES, Sheriff

ATTEST:

[Signature]  
LINN County Clerk

APPROVED AS TO FORM:

[Signature]  
County Counselor



David W. Johnston  
County Administrator  
Unified Government

SHERIFF OF WYANDOTTE COUNTY

Daniel Soptic, Sheriff

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Unified Government Assistant Counsel

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO  
INMATE HOUSING AGREEMENTS WITH MIAMI, JACKSON, ANDREW,  
LEAVENWORTH AND BUTLER COUNTY.**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, K.S.A. 19-811 provides that the Sheriff shall have the charge and custody of the jail of his county, and all the prisoners in the same; and

WHEREAS, the Wyandotte County jail has a fluctuating need to house inmates in jails of other counties within Kansas due largely to growing inmate population; and

WHEREAS, many of the county jails within the state of Kansas have and will agree to house Wyandotte County jail inmates within their facilities, for a limited time, in exchange for a reasonable daily fee to be charged per inmate; and

WHEREAS, Wyandotte County jail inmate population is continually growing, resulting in a need for Wyandotte County to temporarily house its inmates at other county jails within the State of Kansas; and

WHEREAS, due to minimal extra capacity that other county jails in the State of Kansas have available for housing Wyandotte County inmates, there are several counties within Kansas that Wyandotte County would need to contract with for the temporary housing of Wyandotte County inmates. These counties include Miami, Jackson, Andrew, Leavenworth and Butler. Rather than present each separate inmate housing agreement before the Commission for approval as needed, the Commission desires to grant the County Administrator the ability to enter into and execute an agreement on behalf of the Board of Commissioners with any of the Kansas counties listed herein, as needed, in order to control the inmate population within the Wyandotte County jail.

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

1. The County Administrator is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas an agreement with any of the above-listed Kansas counties pursuant to K.S.A. 12-2908 for the temporary housing of Wyandotte County jail inmates as needed, provided however, that

the terms and conditions of any such agreement substantially comply with those in the attached Form Agreement and provided further that no terms of the agreement contradict any of the terms or conditions set forth in the attached Form Agreement.

2. The County Administrator and his designees are hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 28<sup>TH</sup> DAY OF MARCH, 2019.

ATTEST:



Unified Government Clerk



# Staff Request for Commission Action

Tracking No. 19634

Full Commission Meeting Date: 3/28/19

Committee: Public Works &amp; Safety

Date of Standing Committee Action: 3/18/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
3/21/2019	Jane Wilson	x5069	jwilson@wycokck.org	Legal

Item Description:

This is a resolution that allows the County Administrator to enter into contracts pursuant to KSA 12-2908 with other Kansas county jails as needed for the temporary housing of Wyandotte County inmates, as a result of a continued increase in jail inmate population in Wyandotte County. This resolution would permit the County Administrator to enter into any such agreement, provided that the contract for inmate housing substantially complies with form agreement provided hereto as an attachment.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Farmout resolution, Farmout form contract- Attachment

RESOLUTION NO. \_\_\_\_\_

R-64-19

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO  
INMATE HOUSING AGREEMENTS WITH MIAMI, JACKSON, ANDREW,  
LEAVENWORTH AND BUTLER COUNTY.**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, K.S.A. 19-811 provides that the Sheriff shall have the charge and custody of the jail of his county, and all the prisoners in the same; and

WHEREAS, the Wyandotte County jail has a fluctuating need to house inmates in jails of other counties within Kansas due largely to growing inmate population; and

WHEREAS, many of the county jails within the state of Kansas have and will agree to house Wyandotte County jail inmates within their facilities, for a limited time, in exchange for a reasonable daily fee to be charged per inmate; and

WHEREAS, Wyandotte County jail inmate population is continually growing, resulting in a need for Wyandotte County to temporarily house its inmates at other county jails within the State of Kansas; and

WHEREAS, due to minimal extra capacity that other county jails in the State of Kansas have available for housing Wyandotte County inmates, there are several counties within Kansas and Missouri that Wyandotte County would need to contract with for the temporary housing of Wyandotte County inmates. These counties include Allen, Doniphan, and Lyon County, Kansas and Andrew and Johnson County, Missouri. Rather than present each separate inmate housing agreement before the Commission for approval as needed, the Commission desires to grant the County Administrator the ability to enter into and execute an agreement on behalf of the Board of Commissioners with any of the Kansas counties listed herein, as needed, in order to control the inmate population within the Wyandotte County jail.

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

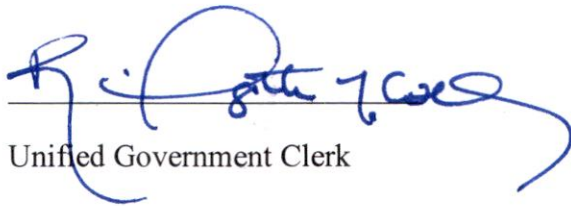
1. The County Administrator is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas an agreement with any of the above-listed Kansas counties pursuant to K.S.A. 12-2908 for the temporary housing of Wyandotte County jail inmates as needed, provided however, that

the terms and conditions of any such agreement substantially comply with those in the attached Form Agreement and provided further that no terms of the agreement contradict any of the terms or conditions set forth in the attached Form Agreement.

2. The County Administrator and his designees are hereby authorized to take any action required and execute any instruments necessary to implement and satisfy the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 17 DAY OF October, 2019.

ATTEST:

  
Unified Government Clerk

**AGREEMENT BETWEEN XXXX COUNTY, KANSAS AND  
WYANDOTTE COUNTY, KANSAS FOR THE HOUSING OF INMATES  
IN THE XXXX COUNTY ADULT DETENTION CENTER**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of County Commissioners of XXXX County, Kansas, hereinafter referred to as "XXXX County", on behalf of the Sheriff of XXXX County, Kansas and the Board of County Commissioners of Wyandotte County, Kansas, hereinafter referred to as "Wyandotte County", for the Sheriff of Wyandotte County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

WHEREAS, in the event of overcrowding in the Wyandotte County jail, the Sheriff of Wyandotte County may wish to transfer one or more inmates to the XXXX County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

WHEREAS, the Sheriff of XXXX County is desirous of accepting and keeping in his custody such inmate(s) in the XXXX County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

**1. GOVERNING LAW**

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

**2. DURATION**

This Agreement shall enter into full force and effect from the date hereof and end December 31, 2019, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Wyandotte County to have inmates housed in the XXXX County Adult Detention Center continuously or at all.

**3. TERMINATION**

This Agreement may be terminated by written notice of either party, provided that such termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, Wyandotte County will remove its inmates from the XXXX County Adult Detention Center.

**4. MAILING ADDRESSES**

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

XXXX County:

Contact Person:

Wyandotte County: Wyandotte County Sheriff  
Criminal Justice Complex  
710 N 7<sup>th</sup> Street, Ste. 20  
Kansas City, Kansas 66101-3093  
(913) 573-2861

With a Copy to: Unified Government of Wyandotte County/ Kansas City, Kansas  
701 N. 7<sup>th</sup> Street  
Kansas City, Kansas 66101  
Attn: Chief Counsel  
(913) 573-5060

Contact Person: Sheriff Donald Ash  
Wyandotte County Jail Administrator Jeff Fewell

**5. COMPENSATION**

XXXX County agrees to accept and house Wyandotte County inmates for compensation at the rate of \_\_\_\_\_ Dollars (\$\_.00) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

**6. FURLOUGHS AND PASSES**

XXXX County agrees that no furloughs or passes shall be granted to any inmate(s) housed by XXXX County on behalf of Wyandotte County pursuant to this Agreement without written authorization by the Wyandotte County Sheriff.

**7. INMATE ACCOUNTS**

XXXX County shall establish and maintain an account for each inmate received from Wyandotte County and shall credit to such account all money which is received from the inmate or from Wyandotte County on behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Wyandotte County or indefinite release to the Court, the inmate's money

shall be transferred to the inmate's account in care of Wyandotte County or to the inmate if the inmate is released directly from the XXXX County jail.

**8. RESPONSIBILITY FOR INMATE CUSTODY**

It shall be the responsibility of XXXX County to confine the inmate(s); to provide treatment, including the furnishing of substances and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that nothing herein shall be construed to require XXXX County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

**9. MEDICAL SERVICES**

(a) The Sheriff of XXXX County shall provide inmates from Wyandotte County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Wyandotte County; provided, that XXXX County shall make every reasonable effort to advise and consult with Wyandotte County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by XXXX County for Wyandotte County to review at its request. Any medical or dental services of major consequence shall be reported to Wyandotte County as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Wyandotte County agrees to compensate XXXX County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Wyandotte County from retaking the ill or injured inmate(s) and seeking the necessary medical attention.

**10. DISCIPLINE**

XXXX County shall have physical control over and power to execute disciplinary authority over all inmates from Wyandotte County, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

**11. RECORDS AND REPORTS**

(a) Wyandotte County shall forward to XXXX County before or at the time of delivery of inmates: an admission classification, a report outlining each inmate's social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) XXXX County shall keep all necessary and pertinent records concerning each inmate in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the XXXX County jail, Wyandotte County shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

**12. REMOVAL FROM THE JAIL**

An inmate of Wyandotte County legally confined in XXXX County shall not be removed from there by any person without a written order from Wyandotte County. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate, or to the inmates or personnel of XXXX County. In the event of any removal for such an emergency cause, XXXX County shall inform Wyandotte County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

**13. ESCAPES**

In the event any inmate shall escape from custody in XXXX County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Wyandotte County. XXXX County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by XXXX County.

**14. DEATH OF AN INMATE**

(a) In the event of a death of an inmate from Wyandotte County, the Medical Examiner, Coroner or other officials having the duties of such an officer in XXXX County shall be notified. Wyandotte County shall receive copies of any records made at or in connection with such notification.

(b) XXXX County shall immediately notify Wyandotte County of the death of an inmate, furnish information as requested, and follow the instructions of Wyandotte County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Wyandotte County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Wyandotte County and XXXX County may arrange to have Wyandotte County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Wyandotte County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Wyandotte County shall receive a certified copy of the death certificate for any of its inmates who have died while in XXXX County custody.

**15. RETAKING OF INMATES**

Wyandotte County will retake any inmate, upon request of XXXX County, within ten (10) days after receipt of such request to retake. In the event the confinement of any inmate in XXXX County's jail is terminated for any reason, Wyandotte County agrees to accept delivery of the inmate at XXXX County, and at its expense, and return such inmate to the jurisdiction of Wyandotte County.

**16. PHOTOGRAPHING AND PUBLICITY**

XXXX County shall not be authorized to release publicity concerning inmates from Wyandotte County. XXXX County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding Wyandotte County inmates shall be referred to Wyandotte County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to a requestor by XXXX County.

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XXXX County shall indemnify, defend and hold harmless Wyandotte County and its officers and employees from liability and any claims, suits, judgement and damages to the extent such claims, suits, judgments and damages arise as a result of XXXX County's acts and/or omissions in the performance of this Agreement. Nothing herein shall be contrasted to require XXXX County to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the actions or omissions of Wyandotte County, its officers, agents or employees or allegations regarding Wyandotte County's authority to enter into this Agreement. Neither shall anything herein be construed to required XXXX County to defend or indemnify any part of any claims, lawsuits, damages, expenses, costs or losses arising with respect to any Habeas Corpus action or any other action challenging the validity of a conviction or sentence.

**18. JAIL ADMINISTRATION AND MANAGEMENT**

XXXX County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Wyandotte County of any material changes in the physical structure or procedures of the operation of the jail.

**20. BILLING AND PAYMENT.**

XXXX County agrees to provide Wyandotte County with an itemized invoice, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. XXXX County agrees to send said invoice each month. Wyandotte County agrees to make payment to XXXX County within a 30-days after receipt of the invoice.

**21. RIGHT TO REFUSE**

(a) XXXX County shall have the right to refuse to accept any inmate(s) from Wyandotte County when, in the opinion of XXXX County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.

(b) XXXX County shall further have the right to refuse to accept any inmate(s) from Wyandotte County who, in judgment of XXXX County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.

**22. TRANSPORTATION**

Wyandotte County prisoners incarcerated in XXXX County pursuant to this Agreement shall be transported to XXXX County by and at the expense of Wyandotte County and shall be returned, if necessary, to Wyandotte County by Wyandotte County personnel and at Wyandotte County expense. XXXX County is not responsible for transportation of Wyandotte County prisoners under this Agreement and shall be reimbursed by Wyandotte County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by XXXX County personnel becomes necessary.

**21. MISCELLANEOUS**

This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
XXXX COUNTY, KANSAS

\_\_\_\_\_  
, Chairman

SHERIFF OF XXXX COUNTY

\_\_\_\_\_  
, Sheriff

ATTEST:

\_\_\_\_\_  
, XXXX County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
, County Counselor

COUNTY ADMINISTRATOR  
WYANDOTTE COUNTY, KANSAS

\_\_\_\_\_  
Douglas G. Bach, Administrator

SHERIFF OF WYANDOTTE COUNTY

\_\_\_\_\_  
Donald Ash, Sheriff

ATTEST:

\_\_\_\_\_  
Bridgette Cobbins, Unified Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Alig, Unified Government Assistant Counsel



# Staff Request for Commission Action

Tracking No. 19946

Full Commission Meeting Date: 10/17/19

Committee: Public Works & Safety

Date of Standing Committee Action: 9/23/19  
(If none, please explain):

Publication Required: No

<u>Date:</u> 10/11/2019	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
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Item Description:  
Request approval to enter into an agreement with Lyon County for the housing of inmates to relieve pressure on jail population.

Action Requested:  
To adopt the resolution and authorizing entry into the agreement.

Budget Impact: (if applicable)  
Amount:  
Source:  
Included In Budget:  
Other (explain):

Attachments List:  
Farmout resolution-final2, Farmout form contract- Attachment



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<p>SueZanne Bishop, Assistant Counsel</p> <p>zbishop@wycokck.org x5076</p>	Legal
AGENDA ITEM #6.2.		
RESOLUTION: COOPERATIVE AGREEMENT BETWEEN THE UNIFIED GOVERNMENT AND LEAVENWORTH COUNTY		
BACKGROUND		
<p>A resolution authorizing the approval of a cooperative agreement between the Unified Government of Wyandotte County and Kansas City, Kansas and Leavenworth County for the purpose of planning, coordinating, funding, and advocating for programs for older adults.</p>		
RECOMMENDATION		
<p>Approve</p> <p>To adopt the resolution and approve the agreement.</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
LEGAL/ POLICY CONSIDERATIONS		
To adopt the resolution and approve the agreement.		
ATTACHMENTS		
Resolution for Cooperative Agreement for Wyandotte-Leavenworth AAA, 25 10 15 UG Cooperative Agreement Signed		

Approved by Mayor/Administrator to add to agenda.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE APPROVAL OF A COOPERATIVE AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS AND LEAVENWORTH COUNTY FOR THE PURPOSE OF PLANNING, COORDINATING, FUNDING, AND ADVOCATING FOR PROGRAMS FOR OLDER ADULTS.**

**WHEREAS**, the Federal government has designated Wyandotte and Leavenworth Counties together as a regional Area Agency on Aging (AAA), called the Wyandotte/Leavenworth Area Agency on Aging; and

**WHEREAS**, the Areawide Advisory Council on Aging assists the Wyandotte/Leavenworth Area Agency on Aging through intergovernmental planning, coordination, and advocacy to provide an environment where older persons throughout Wyandotte and Leavenworth Counties can live independent, meaningful, and dignified lives; and

**WHEREAS**, for funding purposes, Wyandotte County enjoys the primary designation as the AAA, with Leavenworth Council on Aging acting as a service provider and subrecipient of Wyandotte County under various state and Federal funding agreements; and

**WHEREAS**, every year, Wyandotte County receives state and Federal funding to provide services for older adults, a portion of which the Unified Government subgrants to Leavenworth Council on Aging; and

**WHEREAS**, under the grant agreements, the Unified Government is responsible for monitoring Leavenworth Council on Aging as its subrecipient, including ensuring that Leavenworth Council on Aging complies with certain contractual requirements; and

**WHEREAS**, pursuant to K.S.A. 12-2908, the Unified Government of Wyandotte County and Kansas City, Kansas, and Leavenworth County have determined that the interests and welfare of the public will best be served by an Agreement between them to engage in planning, coordinating, funding, and advocating for programs for older adults in both counties; and

**WHEREAS**, the Agreement regards the cooperative action of the Unified Government and Leavenworth County that is subject to the oversight and regulation of the Kansas Department of Aging and Disability Services as the state-level granting agency.

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

**Section 1.** The Unified Government Board of Commissioners hereby authorizes the Unified Government to enter into said Agreement by signature of the County Administrator.

**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:

---

**AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY AND KANSAS CITY, KANSAS AND LEAVENWORTH COUNTY, KANSAS  
FOR COOPERATION TOWARDS WYANDOTTE/LEAVENWORTH AREA AGENCY  
ON AGING RESPONSIBILITIES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas, ("Unified Government") and Leavenworth County, a body corporate and politic organized under the State of Kansas, for cooperation in administering the duties and obligations of the Wyandotte/Leavenworth Area Agency on Aging ("AAA") as it is funded by State and Federal grants and local matching dollars from each jurisdiction.

**WHEREAS**, since approximately 1973 the Federal government has designated Wyandotte and Leavenworth Counties together as a regional Area Agency on Aging (AAA), called the Wyandotte/Leavenworth Area Agency on Aging; and

**WHEREAS**, the Areawide Advisory Council on Aging assists the Wyandotte/Leavenworth Area Agency on Aging through intergovernmental planning, coordination, and advocacy to provide an environment where older persons throughout Wyandotte and Leavenworth Counties can live independent, meaningful, and dignified lives; and

**WHEREAS**, for funding purposes, Wyandotte County enjoys the primary designation as the AAA, with Leavenworth Council on Aging acting as a service provider and subrecipient of Wyandotte County under various state and Federal funding agreements; and

**WHEREAS**, every year, Wyandotte County receives state and Federal funding to provide services for older adults, a portion of which the Unified Government subgrants to Leavenworth Council on Aging; and

**WHEREAS**, under the grant agreements, the Unified Government is responsible for monitoring Leavenworth Council on Aging as its subrecipient, including ensuring that Leavenworth Council on Aging complies with certain contractual requirements; and

**WHEREAS**, pursuant to K.S.A. 12-2908, the Unified Government of Wyandotte County and Kansas City, Kansas, and Leavenworth County have determined that the interests and welfare of the public will best be served by an Agreement between them to engage in planning, coordinating, funding, and advocating for programs for older adults in both counties; and

**WHEREAS**, this Agreement regards the cooperative action of the Unified Government and Leavenworth County, which is subject to the oversight and regulation of the Kansas Department of Aging and Disability Services as the state-level granting agency; and

**WHEREAS**, the parties have the authority to enter into an Cooperative Agreement to this effect pursuant to the authority set forth in Article 12, Section 5 of the Kansas Constitution and K.S.A. Section 12-2901 *et seq.*

**NOW, THEREFORE, IT IS AGREED:**

The Federal award identification as it relates to this Agreement, and as required by 2 CFR 200.332, is as follows:

Subrecipient name	County of Leavenworth, Kansas
Subrecipient's unique entity identifier	FS8RAE7RK3Z8
Federal award identification number	Not provided
Federal award date	October 1, 2021
Subaward period of performance start and end date	October 1, 2021 – September 30, 2025
Subaward budget period start and end date	October 1, 2021 – September 30, 2025
Amount of Federal funds obligated in this subaward (total amount given to WY/LV)	\$6,402,136.00
Total amount of Federal funds obligated to the subrecipient (LV portion)	\$1,449,540.54
Total amount of the Federal award subrecipient match requirement (LV match)	\$113,813.17
Federal award project description	To support nutrition services including nutritious meals, nutrition education and other appropriate nutrition services for older adults to maintain health, independence and quality of life. Meals and nutrition services are to be served in a congregate setting or delivered to the home, if the older adult is homebound.
Name of Federal agency	Department of Health & Human Services
Name of pass-through entity and name and contact information for awarding official	Unified Government of Wyandotte County/Kansas City, Kansas David Johnston, County Administrator 701 N. 7 <sup>th</sup> Street Kansas City, Kansas 66101 913-573-5030 djohnston@wycokck.org
Assisted listings title and number	93.045 – Special Programs for the Aging, Title III, Part C, Nutrition Services
Is this award for research and development?	No
Indirect cost rate for Federal award	No

## 1. Purpose of Agreement

1.1. The purpose of this Agreement is to describe the relationship between the Parties as to the Wyandotte-Leavenworth Area Agency on Aging the provision of the following services:

Area Plan Administration

Title III-B Supportive Services

Title III-C(1) Congregate meals

Title III-C(2) Home Delivered Meals

Title III-D Disease Prevention and Health Promotion Services

Title III-E National Family Caregiver Support Program

NSIP

## 2. General Provisions

2.1. **Cooperative Agreement.** The parties hereto acknowledge that this Agreement is being entered into pursuant to Article 12, Section 5 of the Kansas Constitution and by K.S.A. 12-2908.

2.2. **Mutual Interest.** It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.

2.3. **Immunity.** Without waiving any immunity provided under the Kansas Tort Claims Act, and to the extent permitted by law, the Parties shall enjoy immunity from liability in the process of cooperating under this agreement. Nothing in the Agreement should be construed to in any way limit immunities available to the parties. Each Party expressly disclaims any provision or duty to indemnify the other Party or to hold the other Party harmless. Further, each Party expressly disclaims any provision, request, or assertion to pay any other Party's attorneys' fees, regardless of the circumstances.

2.4. **No Third-Party Rights.** No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

2.5. **Amendments.** The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.

2.6. **Governing Law and Jurisdiction.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The Parties hereby submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County or

Leavenworth County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.

2.7. **Severability.** All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

2.8. **Intergovernmental Cooperation.** This Agreement codifies the intergovernmental planning, coordination, and advocacy necessary to administer the programming and policies of the Wyandotte/Leavenworth Area Agency on Aging, as well as the Parties' cooperation with the Areawide Advisory Council on Aging.

2.9. **Relationship of the Parties.** No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the parties. Rather, this Agreement acknowledges the Parties' mutual designation, by the Federal government, as an Area Agency on Aging, while confirming each Party's individual rights as municipalities under Kansas law.

The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. All Unified Government employees acting under this Agreement shall remain employees of Unified Government for all purposes and shall not be deemed employees of Leavenworth County under any circumstances. All Leavenworth County employees acting under this Agreement shall remain employees of Leavenworth County for all purposes and shall not be deemed employees of the Unified Government under any circumstances.

2.10. **Compliance with the Law.** Each Party shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

2.11. **No Discrimination in Provision of Services.** During the performance of this Agreement, neither Party shall deny any of the benefits or services of any resulting programming to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

2.12. **Equal Opportunity.**

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

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

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

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

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

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

2.13. **Waiver.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

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

2.15. **Disputes.** All controversies between the Parties which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by a court of competent jurisdiction. Notwithstanding any language to the contrary, no interpretation shall be allowed to find that either party has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government and Leavenworth County shall not agree to pay attorney fees and late payment charges.

2.16. **Termination for Default or Lack of Appropriation.** If Leavenworth County or Wyandotte County refuses or fails to perform any of the provisions of this Agreement with such

diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the non-breaching party may notify the breaching party in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the non-breaching party, the non-breaching party may terminate the other party's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Additionally, the Parties understand and agree that this Agreement will be subject to annual appropriations by the State of Kansas. If funds are not appropriated for this Agreement, then upon exhaustion of such funding, the Parties will be entitled to immediately terminate this Agreement without penalty or liability. The Unified Government will act in good faith and make every effort to give Leavenworth County reasonable advance notice of any potential problem with funding or appropriations. The Unified Government agrees to pay for services rendered up to the point of termination.

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

2.18. **No Gratuities.** No party to this Agreement has or will offer or give any Unified Government or Leavenworth County employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefore.

2.19. **No Kickbacks.** Each Party certifies that no payment, gratuity, offer of employment, or benefit has been or will be made by, or on behalf of, or solicited from any third-party contractor under a contract to the Unified Government or Leavenworth County as an inducement for the award of a subcontract or order in connection with the subject matter of this Agreement.

2.20. **Conflicts of Interest.** The Parties each certify that no officer or employee of the Unified Government or Leavenworth County has, or will have, a direct or indirect financial interest in this Agreement which is incompatible with the officer's or employee's discharge of official duties in the public interest, and that no officer or employee of the Unified Government or Leavenworth County, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of the Unified Government or Leavenworth County in this Agreement.

### 3. Obligations of the Unified Government

3.1. In consideration of this Agreement, the Unified Government agrees to:

a. Provide Leavenworth County, for the conduct of the project, Federal funds in the following not-to-exceed amounts:

<b>Fiscal Year</b>	<b>III B</b>	<b>C1</b>	<b>C2</b>	<b>State/Performance</b>	<b>Leavenworth County Match</b>
2024	\$63,843	\$79,522	\$62,134	\$172,580	\$12,929
2025	\$63,843	\$78,099	\$61,151	\$172,580	\$12,468
2026	\$64,779	\$80,087	\$61,255	\$173,552	\$12,968

The Unified Government will issue an amendment of this Agreement once it has been apprised by the granting agency of funding amounts for fiscal years 2027 and 2028.

b. Provide Leavenworth County necessary technical assistance;

c. Fully and promptly advise Leavenworth County of any changes to applicable state and federal guidelines and regulations, provided that Leavenworth County is responsible for knowing and understanding the law, including applicable guidelines and regulations, and nothing in this Agreement shall be construed to obligate the Unified Government to provide Leavenworth County legal advice or counsel;

d. Assist Leavenworth County in ongoing monitoring and evaluation of the project's accomplishments;

e. Unified Government agrees to provide Leavenworth County with timely communication including notification of applicable deadlines to allow Leavenworth County sufficient notice to provide the Unified Government with information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended; and

f. Unified Government agrees to process payments to Leavenworth County in a prompt and timely manner.

#### **4. Obligations of Leavenworth County**

4.1. In exchange for receipt of Federal funds under this Agreement, Leavenworth County shall provide services and abide by all terms and conditions as provided on pages 20-22 of the Notification of Grant Award, Older Americans Act (OAA) Title III Programs Grant Agreement ("the NOGA"), attached hereto as Exhibit 1 and incorporated as set forth fully herein.

4.2. In addition, Leavenworth County agrees to the following obligations under this Agreement:

- a. To provide the required local matching funds as listed in the table above;
- b. To permit monitoring by the Unified Government, its staff, or appropriate representatives, and to submit its monthly report and cash request to the Unified Government by the 10<sup>th</sup> day of each month;
  - 1. Leavenworth County understands and agrees that the report procedures established by the Unified Government include identifying the actual costs incurred per unit of service, including actual expenses and contributions;
  - 2. Leavenworth County agrees to timely provide the Unified Government with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended; and
  - 3. Leavenworth County understands and agrees that the Unified Government may, as necessary, impose additional special conditions on this subgrant of Federal funds, as provided by 2 CFR 200.208.
- c. To submit its audit by the Unified Government, by the state of Kansas, or by the federal government and retain appropriate records and documentation for five (5) years following final payment under this Agreement;
- d. To implement and maintain such accounting systems and procedures which are adequate to control and support all fiscal activities under an area agency on aging and to maintain such accounts and supporting documents as will serve to permit an accurate and expeditious determination to be made at any time of the status of the federal grant for the applicant agency, to include the disposition of all monies received and the nature and the amount of all charges claimed to be against this agreement;
- e. To ensure that all pertinent financial records shall be made available for copying upon request by the Unified Government, the State, or the Federal government, or their agents;
- f. If it is determined, through audit procedures, that Leavenworth County or any of its subcontractors has been reimbursed for ineligible expenses, Leavenworth County shall immediately reimburse the Unified Government the amount of ineligible funds;
- g. To ensure that any subsequent agreements entered into with individuals, local, public, or private agencies and organizations under the general terms of this agreement shall be subject to all the applicable regulations and instructions of this agreement, and that all expenditures incurred by such agencies or organizations will be in accordance with the cost policies of the Department of Health and Human Services set forth in Title 45 CFR Part 74 Subpart Q;

h. To comply with all terms and conditions contained within the NOGA, including all attachments to the NOGA, and with all applicable regulations, policies, and procedures as prescribed by the Area Agency on Aging, the Kansas Department on Aging, and the Administration on Aging;

i. To maintain a unique entity identifier as required by 2 CFR Part 25 Subpart C;

## **5. Application of Federal Requirements.**

The provisions in this Agreement include, in part, certain standard terms and conditions required by the State of Kansas and the Federal government, whether or not expressly set forth. All contractual provisions required by the U.S. Department of Health and Human Services, as a condition of the approved Older Americans Act (OAA) Title III Programs Grant funding, are hereby incorporated by reference into this Agreement as if fully set forth herein. See Exhibit 2. Notwithstanding anything to the contrary herein, all Federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Leavenworth County shall not perform any act, fail to perform any act, or refuse to comply with any Unified Government request to perform hereunder that would cause the Unified Government to be in violation of the Federal terms and conditions.

## **6. Payment.**

Funding under this Agreement is contingent on availability of such Older Americans Act (OAA) Title III Programs Grant Agreement funds to the Unified Government. The Unified Government shall provide Leavenworth County notice of federal grant approvals or of any communication from the State of Kansas or any other source which advises that such funding is not forthcoming.

## **7. Term.**

Subject to the termination provisions in section 2.16, above, the term of this Agreement is from October 1, 2024 through September 30, 2028.

## **8. Notices.**

Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid, overnight delivery service, return receipt requested, or by facsimile, addressed as follows:

**Unified Government:** Area Agency on Aging Director  
849 N. 47<sup>th</sup> Street, Suite C  
Kansas City, Kansas 66102  
  
Phone: 913-573-8531  
Fax: 913-573-8577

**with a copy to:** Chief Counsel  
Unified Government of Wyandotte County/Kansas City,  
Kansas Legal Department  
701 North 7th Street  
Kansas City, Kansas 66101

**Leavenworth County:** Council on Aging Executive Director  
711 Marshall Street, Suite 100  
Leavenworth, KS 66048  
Phone: 913-684-0777

**with a copy to:** County Counselor  
**Leavenworth County**  
**300 Walnut Street, Suite 225**  
**Leavenworth, KS 66048**

**9. Captions.**

The captions at the beginning of each section are used for convenience only and are not to be used in attempting to construe any part of this Agreement. Unless the context indicates otherwise, words importing the singular number shall include the plural, and words of masculine gender shall be deemed and construed to include the feminine and neutral genders and vice versa.

**[SIGNATURE PAGES TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this instrument the day and year first above written.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY / KANSAS CITY,  
KANSAS**

By: \_\_\_\_\_  
David Johnston, County Administrator

ATTEST:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
SueZanne M. Bishop, Senior Counsel

**LEAVENWORTH COUNTY**

By:  \_\_\_\_\_  
Mike Smith, Chair

ATTEST:

  
\_\_\_\_\_  
Leavenworth County Clerk

Approved as to form:

  
\_\_\_\_\_  
Jon Khalil, Deputy County Counselor

**EXHIBIT 1**

**Notification of Grant Award, Older Americans Act (OAA) Title III Programs Grant Agreement**

**EXHIBIT 2**

**Required Federal Contract Provisions**



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Monica Sparks, UG Clerk</div> msparks@wycokck.org x4122	UG Clerk
<b>AGENDA ITEM #6.3.</b>		
<b>RESOLUTION/ORDINANCE: MODIFYING ELIGIBILITY PROVISIONS FOR UTILITY/CITY SALES TAX REBATE PROGRAMS</b>		
<b>BACKGROUND</b>		
<p>Adoption of a resolution and approval of an ordinance modifying the provisions regarding eligibility to receive refunds on a portion of the City Sales Tax and a portion of some fees and charges by senior citizens and persons with disabilities (Utility Rebate). The income guidelines will have the same definition as set forth in KSA 79-7502(a) for claimants filing under KSA 79-4508a. This item has been requested to be added to the agenda by Commissioner Bynum.</p>		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
Increase the amount of individuals eligible for refunds.		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Sales and Utilities Refund (2025), 10.25 AHS rebate presentation		

Approved by Mayor/Administrator to add to agenda.

(Published \_\_\_\_\_)

RESOLUTION NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**A RESOLUTION AND ORDINANCE AMENDING SECTIONS 2-296 AND 34-21 OF THE CODE OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO MODIFY PROVISIONS REGARDING ELIGIBILITY TO RECEIVE REFUNDS ON A PORTION OF THE CITY SALES TAX AND A PORTION OF SOME FEES AND CHARGES BY SENIOR CITIZENS AND PERSONS WITH DISABILITIES.**

**WHEREAS**, the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas seeks to provide meaningful relief for older taxpayers and those persons with disabilities residing in the city, those who often are the most vulnerable to changing economic factors; and

**WHEREAS**, the Board of Commissioners intends to make some changes to the applicable Code provisions so that they are more closely aligned with the refunds for seniors and disabled veterans administered by the State of Kansas.

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

**Section 1.** That Section 2-296 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby amended to read as follows:

**Sec. 2-296. - Relief from governmental fees or charges for senior citizens and persons with disabilities.**

- (a) All bona fide residents of the city and nonresidents of the city who are board of public utilities account holders and who occupy a residence and are of the age of 65 or older on January 1 of the application year or are persons with a disability shall be entitled to a refund on all of the following payments actually made during the preceding calendar year on their personal residence:
  - (1) Unified government franchise fees paid to an authorized natural gas franchisee.
  - (2) Ninety percent of all water pollution control charges paid to the unified government.

- (3) A percentage of the total of all amounts paid to the board of public utilities during the previous calendar year for water and electric, which percentage shall be the same as the percentage of gross operating revenues transferred pursuant to charter ordinance to the funds of the unified government to be used for governmental purposes.
  - (4) Unified government franchise tax paid to a provider of telecommunications services, as that term is defined in K.S.A. 12-2001(c)(9).
- (b) Between January 2 and the filing deadline described in K.S.A. 79-3221 of each calendar year, persons eligible for refund on any or all of the items set out in subsection (a) of this section may make application for a refund for such charges paid during the calendar year on forms provided:
- (1) The applicant shall bring documentation to the office of the unified government clerk or to a designated location that establishes the residency, age, and gross annual income of the applicant for the previous calendar year.
  - (2) The applicant shall document the amounts of payments eligible for a refund. No refund shall be allowed for any amount not verified by a receipt or other evidence satisfactory to the unified government clerk or his or her designee.
  - (3) After approval by the unified government clerk, the office of the unified government clerk shall mail payments to the applicants at the address set forth in the application.
- (c) No person shall be eligible for a refund hereunder whose income is more than the upper limit threshold amount set pursuant to K.S.A. 79-4508. For purposes of this section, "income" shall have the same definition as set forth in K.S.A. 79-4502(a) for claimants filing under K.S.A. 79-4508a.
- (d) Reserved.
- (e) In case of sickness or disability or when, in the judgment of the unified government clerk, good cause exists, the unified government clerk may extend the time for filing any claim for a refund hereunder.
- (f) All refunds to persons made pursuant to this section shall be made from the general fund for the city.
- (g) The maximum amount of refund under this section shall be \$200.00.

**Section 2.** That Section 34-21 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby amended to read as follows:

**Sec. 34-21. - Refund of city sales tax to senior citizens and persons with disabilities.**

- (a) All bona fide residents of the city who occupy a residence and are of the age of 65 or older on January 1 of the application year or are persons with a disability shall be entitled to a refund of the city sales tax and that amount of the county sales tax received by the city.

- (b) Each applicant shall execute a verified application for claim and file it with the unified government clerk between January 2 and the filing deadline described in K.S.A. 79-3221 of each year.
- (c) After approval by the unified government clerk, the office of the unified government clerk shall mail payment to the applicant at the address set forth in the application.
- (d) No person shall be eligible for a refund hereunder whose income is more than the upper limit threshold amount set pursuant to K.S.A. 79-4508. For purposes of this section, "income" shall have the same definition as set forth in K.S.A. 79-4502(a) for claimants filing under K.S.A. 79-4508a.
- (e) Reserved.
- (f) In case of sickness or disability or when, in the judgment of the unified government clerk, good cause exists, the unified government clerk may extend the time for filing any claim for a refund.
- (g) All refunds of the city sales tax under this section shall be made from the city general fund.
- (h) The maximum amount of refund under this section shall be \$200.00.

**Section 3.** That said original Sections 2-296 and 34-21 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and the same are hereby repealed.

**Section 4. Effective Date.** This resolution and ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

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

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE  
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

Approved:

---

Tyrone A. Garner, Mayor/CEO

Attest:

---

Monica Sparks, Unified Government Clerk

Approved as to Form:

---

Angela J. Lawson, Unified Government Acting Chief Counsel

# **UG Utility/Sales Tax Rebate Program**



## History of the Rebate Program

Ordinance 50704	May 18, 1972	Utility Rebate Program created	65 or older, Income of \$4,800
Ordinance 52053	July 6, 1973	Changed Funding	Sewer System Fund to reimburse General Fund for amounts attributed to Water Pollution Control Charges
Ordinance 54059	Aug. 22, 1975	Added Sales Tax Rebate Percentage	Income increased to \$6,000
Ordinance 63591	Dec. 11, 1981	Increased income	Income increased to \$7,000
Ordinance 65071	Oct. 22, 1986	Increased income; changed funding	Income increased to \$8,000 Sewer System Fund no longer reimbursing General Fund for refunds of Water Pollution Control Charges
Ordinance 65760	Oct. 29, 1992	Increased income	Income increased to \$10,000
Ordinance O-74-06	Aug. 23, 2006	Increased income	Income increased to \$25,000
Ordinance O-58-09	Aug. 6, 2009	Setting maximum refund amt.	Maximum refund of \$150.00
<b>Ordinance O-88-23 Resolution R-50-23</b>	<b>Aug. 24, 2023</b>	<b>Modified income, maximum refund amount and age provisions</b>	<b>Age 65 on Jan. 1 or person with disabilities; income per state homestead guidelines; maximum sales tax refund of \$200 and maximum utility refund of \$200; income of applicant only considered</b>

# Comparison 2023/2024/2025

	2023	2024	2025
Utility Rebates	\$ 76,571.83	\$221,461.95	\$220,655.54
Sales Rebates	\$ 54,675.72	\$240,912.31	\$244,800.00
Combined Utility/Sales	\$131,247.55	\$462,374.26	\$465,455.54
Property Rebates	*Not Tracked	\$429,006.46	\$468,610.20
Combined Rebates		<b>\$891,380.72</b>	<b>\$934,065.74</b>
Total Applicants	549	1,343	1,481
BPU PILOT Relief	0.00	<b>\$ 210,090.00</b>	<b>\$220,000.00 Est.</b>
# of Applicants		1,126	1,143
GRAND TOTAL		<b>\$1,101,470.72</b>	<b>\$1,154,065.74</b>



<b>CURRENT CRITERIA</b>	Count of Eligible Households
Household Income \$43,389 or Less & Person 65 Year of Age or Older	6,500
Household Income \$43,389 or Less & Disabled Person	3,100
Total Estimated Households (Census Tract Data)	<b>9,600</b>

<b>REVISED CRITERIA</b>	Count of Eligible Households
Household Income \$58,041 or Less & Person 65 Year of Age or Older	7,500
Household Income \$58,041 or Less & Disabled Person	3,500
Total Estimated Households (Census Tract Data)	<b>11,000</b>

Program Year / Payment Year	Actual Applicants	Rebated Total	Amount Per Applicant
2023 / 2024	1,343	\$462,374	\$344.28
2024 / 2025	1,480	\$465,456	\$314.50
Estimated Pct. of Household Utilizing UG Programs		15%	

Additional 1,400 households  
15% = 210 households

$210 \times 314.50 = 66,045$   
 $1400 \times 314.50 = 440,300$

$210 \times \$400 = \$ 84,000$   
 $1400 \times \$400 = \$560,000$

Fund	Cost Center	Program	Ledger	P...	G...	Q↓	C...	D...	Account Detail	Account...	2025	2026
Type to filter	Type to filter	Type to filter	Type to filter	TyF	TyF	TyF	TyF	TyF	sc178	Type to filter	Type to filter	Type to filter
FND110 - City - General	CC00031 - Special Community G...	PRG00171 - Senior Citizen Tax R...	55000 - G...					2...	SC178 - Senior Citizen Tax Refunds	Expenses	602,374.00	602,374.00

$\$602,374 - \$465,456 = \$136,918$



## Citizen Feedback

*Ms. Walker was a first-time applicant. She was almost moved to tears when she got the news of her \$400.00 rebate. She said multiple times she was so very thankful and appreciated our service. She's currently struggling to afford meat at the grocery store and is looking forward to purchasing meat when her check arrives.*

*Ms. Wilson was in doing rebates and she was thrilled with her refund amount. Her refund is going to allow her to afford her medication.*

*One of my customers who came in is so appreciative and feels so blessed for this rebate program. She said she's been coming for years and is just so blessed to still be able to come and do rebates. She thanks our department and all of us who assist in rebates and says that we always do such a great job. She said her son in Italy called her to make sure she does it and she told him that she's been coming for a few years now. She said this year's advertising is better than before.*



# How do I qualify

Income in 2025:  
Homestead:  
\$43,389  
SafeSR  
\$25,380  
SVR \$58,041

When do I apply? Jan. 1 Through

## What do I need to prepare for my 2026 rebates?



### Start gathering information needed for January 2026:

- Contact information
- Proof of all 2025 income
- Utility bills for each month of 2025
- Disability letter
- Property tax information

### Eligibility

You may qualify for a rebate on your utility bills and/or property taxes!

Age 65+ on Jan 1 or disabled  
Meet income guidelines  
WYCO / KCK resident

### What's Available:

Up to \$400 in UG rebates  
Property tax rebate from state of Kansas  
PILOT relief  
Quick & easy application process

### What you'll need:

Proof of age  
Proof of income  
Proof of disability  
Utility and income documents from 2025

Call 573-5311 with questions  
Start preparing today for upcoming rebate season!





## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Monica Sparks, UG Clerk</div> msparks@wycokck.org x4122	UG Clerk
AGENDA ITEM #6.4.		
ORDINANCE: AMENDING UNIFIED GOVERNMENT CODE OF PROCEDURES		
BACKGROUND		
<p>Appendix C, Unified Government Commission Rules of Procedure, Article I, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, is proposed to be amended to embrace current practices, as well as provide consistency throughout the Rules. A red-lined copy of the proposed changes is being provided for review.</p>		
RECOMMENDATION		
<p>Approve</p> <p>Approve the Ordinance.</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
NONE		
LEGAL/ POLICY CONSIDERATIONS		
The Clerk's office has worked in collaboration with the Legal Department in providing the amendments.		
ATTACHMENTS		
Ordinance for Amendments to Appendix C_Rules of Procedure_v3, 10.27.25 AHS presentation Code of Procedures		

Approved by Mayor/Administrator to add to agenda.

Published: \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE** relating to Appendix C, Unified Government Commission Rules of Procedure, amending Article I, Section 105; Article II, Sections 202, 208, 209 and 212; Article IV, Section 408; Article V, Sections 506, 513, 514, 515 and 519; and Article IX, Section 929 of the Unified Government Code of Ordinances.

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

**Section 1.** That Appendix C, Unified Government Commission Rules of Procedure, Article I, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

**Sec. 105. Commission seat.**

The seat of the commission is the commission chambers on the lobby level of the Municipal Office Building, located at ~~One McDowell Plaza~~, 701 North Seventh Street, Kansas City, Kansas:

- a. Meetings of the commission may be held in the ~~mayor's fifth floor~~ conference room located ~~on the ninth floor of in~~ the Municipal Office Building located at ~~One McDowell Plaza 701 North Seventh Street, Kansas City, Kansas~~; and
- b. Meetings of the full commission may be held at ~~such~~ other places as authorized by a vote of six or more commissioners ~~or as directed by the mayor~~.

**Section 2.** That Appendix C, Unified Government Commission Rules of Procedure, Article II, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

**Sec. 202. Standing committees created; meeting times.**

There shall be four standing committees of the commission: (1) neighborhood and community development; (2) economic development and finance; (3) public works and safety; and (4) administration and human services;

- a. Standing committees shall meet at least monthly in a regular place determined by the respective standing committee chairperson;
- b. The ~~neighborhood and community development~~ economic development and finance committee shall meet on the Monday immediately preceding the first full commission

- meeting of each month at 5:00 p.m. and shall adjourn by 7:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;
- c. The ~~economic development and finance~~ **neighborhood and community development** committee shall meet on the Monday immediately preceding the first full commission meeting of each month at a time that is immediately upon adjournment of the ~~neighborhood and community development~~ **economic development and finance** committee or, if there is no such committee meeting that day, at 5:00 p.m., and shall adjourn by 9:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;
  - d. The public works and safety committee shall meet on the Monday immediately preceding the second full commission meeting of each month (held on the third Thursday) at 5:00 p.m. and shall adjourn by 7:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;
  - e. The administration and human services committee shall meet on the Monday immediately preceding the second full commission meeting of each month (held on the third Thursday) at a time that is immediately upon adjournment of the public works and safety committee or, if there is no such committee meeting that day, at 5:00 p.m., and shall adjourn by 9:00 p.m. unless authorized by a majority vote of the standing committee members present;
  - f. When the date of a regular standing committee falls on a legal holiday, the meeting shall be held at the discretion of the standing committee chairperson;
  - g. Standing committee agenda items shall be assigned by the standing committee chairperson or the mayor, with the advice of the administrator, based upon subject matter and other factors deemed relevant by the mayor and the administrator; and
  - h. In cases of conflicting committee agendas, the mayor shall make the final decision on committee assignments and committee agendas.

## **Sec. 208. Furnishing of notification.**

Notice of time, date and place of rescheduled regular meetings and special meetings of standing committees shall be furnished by the committee chairperson or the staff coordinator to all those entitled to receive it, including each member of the committee:

- a. The method of furnishing such notice shall be by mailing a copy of the call when the call has been made sufficiently in advance of the date for the special meeting to allow receipt of the notice in a reasonable time prior to the special meeting; ~~and~~
- b. When time does not allow receipt of such notice of call by mail, telephone contact is sufficient.; ~~and~~
- c. **Anyone requesting notice of meetings of the commission, including standing committees, may elect to receive such notice by electronic mail.**

## Sec. 209. Agenda items.

Items to be presented to standing committees for discussion and/or action shall be submitted to the standing committee chairperson either directly or through the staff coordinator prior to the date of the meeting at which items are to be taken up:

- a. All agendas shall be closed at 12:00 p.m. on the Monday immediately preceding the Monday on which the standing committee meeting occurs and the agendas shall be furnished to each member of the standing committee on that Monday evening when the agendas close.
- ab. The mayor, with the advice of the administrator, may assign the item to an appropriate standing committee during a regular agenda review meeting based upon the subject matter of the item and other relevant factors; and
- bc. The standing committee agenda shall contain the following: call to order, roll call, approval of minutes of previous meeting, committee agenda, public agenda and adjournment.

## Sec. 212. Minutes of meetings.

The proceedings of all meetings of each standing committee shall be recorded or otherwise preserved in writing by the clerk and such records shall be retained by the clerk ~~for a minimum of 60 days after distribution of the minutes~~ as part of the clerk's permanent records:

- a. Summary minutes shall be prepared of meetings of the standing committees and shall be retained by the clerk; and
- b. The summary minutes shall reflect the attendance of standing committee members and any substitute members.

**Section 3.** That Appendix C, Unified Government Commission Rules of Procedure, Article IV, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

## Sec. 408. Clerk to keep official records.

The clerk shall keep the official records of the unified government and shall be authorized to maintain summary forms of minutes indicating official actions taken in full commission meetings and all standing committee meetings and shall maintain ~~tape a~~ recordings of all commission meetings on file ~~for a period of at least four years~~ as part of the clerk's permanent records after each meeting. The clerk shall be the official custodian of the official documents of the unified government including contracts, resolutions and ordinances, and shall be authorized to certify copies of such official documents.

**Section 4.** That Appendix C, Unified Government Commission Rules of Procedure, Article V, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

## **Sec. 506. Agenda to be made public in advance.**

The agenda shall be made public in advance of the meeting both by posting on the ~~regular public bulletin board~~ unified government website and by dissemination to all news media.

## **Sec. 513. Commissioner's agenda.**

The commissioners' agenda shall be prepared by the administrator subject to the approval of the mayor and at the direction of either the commission or an individual commissioner:

- a. Such items shall be placed on the commissioners' agenda in the order as received by the administrator, with the name of the commissioner sponsoring the item or making such request, together with sufficient summary explanation of the item;
- b. Requests from members of the public shall not be placed on the commissioners' agenda except when sponsored by a commissioner;
- c. Items placed on the commissioner's agenda shall be disposed of by the commission, and shall not be withdrawn by an individual commissioner **who did not request the item be placed on the agenda**;
- d. Items on the commissioner's agenda shall be presented by the individual commissioners sponsoring such items;
- e. The order of presentation shall follow the commissioner's agenda except as may be directed otherwise by the presiding officer, and each item of the agenda shall be concluded before the next item is discussed;
- f. Individual commissioners shall have an opportunity to explain, without interruption, the particular matters placed on the agenda at their request;
- g. Thereafter, the administrator and public members present shall have an opportunity to comment on the matter in question, after which time the matter shall be placed on debate or shall be disposed of by motion of the commission;
- h. Subject to the discretion of the presiding officer, individual commissioners shall be privileged to ask questions at any time during the discussion; and
- i. The matter may be debated by the commission at any time, either prior to or after a proper motion and second.

## **Sec. 514. Planning agenda.**

The planning agenda shall be prepared by the administrator and the mayor, with assistance from the head of the planning department, and shall include all regulatory and policy matters which bear the recommendation of the planning commission, and may include other matters referred to the commission from the planning department:

- a. The planning agenda shall be closed at 12:00 p.m. on Tuesday, [and] shall be furnished to each of the commissioners on the Tuesday evening prior to the next regular Thursday meeting of the commission held on the last Thursday of the month;
- b. The statutorily required public hearing on zoning items is conducted by the planning commission and no further public hearing shall be required;
- c. After the public hearing, the planning commission shall make its written recommendation on each zoning item to the commission;
- d. A second **hearing appearance** on each zoning item shall be scheduled for action before the entire commission; no such matter referred by the planning commission may be referred by the commission to a standing committee;
- e. A consent agenda of matters unanimously passed or denied by the planning commission shall be presented for action in the same manner as provided in section 509 of these Rules of Procedure, provided that any member of the of the governing body ~~or the public~~ shall have the right to request that ~~an one or more items~~ be removed from the consent agenda for discussion prior to action being taken **and any member of the public shall have the right to request that one item be removed from the consent agenda for discussion prior to action being taken;**
- f. **Those items receiving less than a unanimous vote of the planning commission shall be placed on a non-consent agenda. For items on the non-consent agenda and items removed from the consent agenda for discussion, the applicant will be given fifteen (15) minutes to present their case, which includes the applicant and any consultants and other members of the applicant's team, and if a member of the public removed the item from the consent agenda for discussion, that member of the public will be allowed to provide comment;**
- fg. The commission will determine from the written recommendations from the planning commission whether or not to return the particular zoning item to the planning commission for rehearing;
- gh. If protest petitions, signed by 20 percent or more of the owners of property, within 200 feet of the property to be rezoned, have been filed with the planning commission, an affirmative vote of nine commissioners shall be required to approve the requested zoning application; and
- hi. For the commission to refer a recommendation from the planning commission back to the planning commission for further review, an affirmative vote of six commissioners shall be required. To overturn a planning commission recommendation, an affirmative vote of eight commissioners shall be required.

**~~Sec. 515. Consideration of non-planning matters.~~**

~~When authorized by suspension of a rule, non-planning or other matters not on the agenda may be considered, at the discretion of the presiding officer.~~

**Section 5.** That Appendix C, Unified Government Commission Rules of Procedure, Article IX, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

**Sec. 929. Delivery of mail and materials.**

Outside mail and material produced by the unified government staff is delivered to the commissioners at a business or home address according to the desires of the individual commissioners:

- a. The packets of information are delivered by the administrative staff assigned to the commission; **and**
- ~~b. Deliveries are made on Tuesdays; and~~
- eb.** Deliveries to office addresses of commissioners which cannot be made during office hours are made the following day or may be made at the commissioner's home address if so directed.

**Section 6.** This ordinance and resolution shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS \_\_\_\_ DAY OF \_\_\_\_ 2025**

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**Tyrone A. Garner, Mayor/CEO**

**Attest:**

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**Unified Government Clerk**

**Approved as to Form:**

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**Wendy M. Green, Deputy Chief Counsel**



# Amendments to Appendix C, Rules of Procedures



Section 105

Commission  
Seat

The seat of the commission is the commission chambers on the lobby level of the Municipal Office Building, located at ~~One McDowell Plaza~~, 701 North Seventh Street, Kansas City, Kansas:

- a. Meetings of the commission may be held in the ~~mayor's fifth floor~~ conference room located ~~on the ninth floor of~~ in the Municipal Office Building located at ~~One McDowell Plaza 701 North Seventh Street, Kansas City, Kansas~~; and
- b. Meetings of the full commission may be held at ~~such~~ other places as authorized by a vote of six or more commissioners or as directed by the mayor.



Section 202

Standing  
committees  
created; meeting  
times

- b. The ~~neighborhood and community development economic development and finance~~ committee shall meet on the Monday immediately preceding the first full commission meeting of each month at 5:00 p.m. and shall adjourn by 7:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;
- c. The ~~economic development and finance neighborhood and community development~~ committee shall meet on the Monday immediately preceding the first full commission meeting of each month at a time that is immediately upon adjournment of the ~~neighborhood and community development economic development and finance~~ committee or, if there is no such committee meeting that day, at 5:00 p.m., and shall adjourn by 9:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;



Section 208

Furnishing of  
Notification

Notice of time, date and place of rescheduled regular meetings and special meetings of standing committees shall be furnished by the committee chairperson or the staff coordinator to all those entitled to receive it, including each member of the committee:

- a. The method of furnishing such notice shall be by mailing a copy of the call when the call has been made sufficiently in advance of the date for the special meeting to allow receipt of the notice in a reasonable time prior to the special meeting; **and**
- b. When time does not allow receipt of such notice of call by mail, telephone contact is sufficient; **and**
- c. **Anyone requesting notice of meetings of the commission, including standing committees, may elect to receive such notice by electronic mail.**



## Sec. 209. Agenda items.

Items to be presented to standing committees for discussion and/or action shall be submitted to the standing committee chairperson either directly or through the staff coordinator prior to the date of the meeting at which items are to be taken up:

- a. All agendas shall be closed at 12:00 p.m. on the Monday immediately preceding the Monday on which the standing committee meeting occurs and the agendas shall be furnished to each member of the standing committee on that Monday evening when the agendas close.
- ab. The mayor, with the advice of the administrator, ~~shall~~ may assign the item to an appropriate standing committee during a regular agenda review meeting based upon the subject matter of the item and other relevant factors; and
- bc. The standing committee agenda shall contain the following: call to order, roll call, approval of minutes of previous meeting, committee agenda, public agenda and adjournment.

Section  
209

Agenda  
Items



Section  
212

Minutes of  
meetings

Section 408

Clerk to keep  
official records

## Sec. 212. Minutes of meetings.

The proceedings of all meetings of each standing committee shall be recorded or otherwise preserved in writing by the clerk and such records shall be retained by the clerk ~~for a minimum of 60 days after distribution of the minutes as part of the clerk's permanent records:~~

- a. Summary minutes shall be prepared of meetings of the standing committees and shall be retained by the clerk; and
- b. The summary minutes shall reflect the attendance of standing committee members and any substitute members.

## Sec. 408 Clerk to keep official records.

The clerk shall keep the official records of the unified government and shall be authorized to maintain summary forms of minutes indicating official actions taken in full commission meetings and all standing committee meetings and shall maintain ~~tape a~~ recordings of all commission meetings on file ~~for a period of at least four years as part of the clerk's permanent records~~ after each meeting. The clerk shall be the official custodian of the official documents of the unified government including contracts, resolutions and ordinances, and shall be authorized to certify copies of such official documents.



Section 506

Agenda to be  
made public in  
advance

Section 513

Commissioners'  
Agenda

## Sec. 506. Agenda to be made public in advance.

The agenda shall be made public in advance of the meeting both by posting on the ~~regular public bulletin board~~ unified government website and by dissemination to all news media.

c. Items placed on the commissioner's agenda shall be disposed of by the commission, and shall not be withdrawn by an individual commissioner ~~who did not request the item be placed on the agenda~~

g. Thereafter, the administrator ~~and public members present~~ shall have an opportunity to comment on the matter in question, after which time the matter shall be placed on debate or shall be disposed of by motion of the commission;



Section  
514

Planning  
agenda

- a. The planning agenda shall be closed at 12:00 p.m. on Tuesday, [and] shall be furnished to each of the commissioners on the Tuesday evening prior to the next regular Thursday meeting of the commission held on the last Thursday of the month;
- b. The statutorily required public hearing on zoning items is conducted by the planning commission and no further public hearing shall be required;
- c. After the public hearing, the planning commission shall make its written recommendation on each zoning item to the commission;
- d. A second **hearing appearance** on each zoning item shall be scheduled for action before the entire commission; no such matter referred by the planning commission may be referred by the commission to a standing committee;
- e. A consent agenda of matters unanimously passed or denied by the planning commission shall be presented for action in the same manner as provided in section 509 of these Rules of Procedure, provided that any member of the governing body ~~or the public~~ shall have the right to request that ~~an one or more~~ items be removed from the consent agenda for discussion prior to action being taken **and any member of the public shall have the right to request that one item be removed from the consent agenda for discussion prior to action being taken;**



Section  
514

Planning  
agenda

- f. Those items receiving less than a unanimous vote of the planning commission shall be placed on a non-consent agenda. For items on the non-consent agenda and items removed from the consent agenda for discussion, the applicant will be given fifteen (15) minutes to present their case, which includes the applicant and any consultants and other members of the applicant's team, and if a member of the public removed the item from the consent agenda for discussion, that member of the public will be allowed to provide comment;
- fg. The commission will determine from the written recommendations from the planning commission whether or not to return the particular zoning item to the planning commission for rehearing;
- gh. If protest petitions, signed by 20 percent or more of the owners of property, within 200 feet of the property to be rezoned, have been filed with the planning commission, an affirmative vote of nine commissioners shall be required to approve the requested zoning application; and
- hi. For the commission to refer a recommendation from the planning commission back to the planning commission for further review, an affirmative vote of six commissioners shall be required. To overturn a planning commission recommendation, an affirmative vote of eight commissioners shall be required.



Section 515

Consideration  
of non-planning  
matters

Section 929

Delivery of mail  
and materials

### ~~Sec. 515. Consideration of non-planning matters.~~

~~When authorized by suspension of a rule, non-planning or other matters not on the agenda may be considered, at the discretion of the presiding officer.~~

### **Sec. 929. Delivery of mail and materials.**

Outside mail and material produced by the unified government staff is delivered to the commissioners at a business or home address according to the desires of the individual commissioners:

- a. The packets of information are delivered by the administrative staff assigned to the commission; **and**
- ~~b. Deliveries are made on Tuesdays; and~~
- eb.** Deliveries to office addresses of commissioners which cannot be made during office hours are made the following day or may be made at the commissioner's home address if so directed.

## Sec. 107. Time of regular meetings and planning and zoning meetings; matters considered.

- a. At the first regular meeting after new commissioners are sworn in following an election, the commission shall adopt a schedule of meetings for the next two years. In general regular meetings of the commission shall be held on the first and third Thursdays of each month, and meetings limited to planning and zoning matters shall be held on the last Thursday of each month. When holidays fall on or near the general meeting date or when the last Thursday is less than 14 days after the preceding planning commission meeting, the commission may change the meeting from the first, third, or last Thursday to another day.
- d. The mayor's agenda, consent agenda, the public hearing agenda, the standing committees' agenda, the administrator's agenda, the commissioners' agenda, and the land bank agenda, if applicable, shall be considered at each regular full commission meeting held on the first and third Thursday of the month.
- e. Non-planning and zoning matters may be considered at the meeting held on the last Thursday of the month upon approval of the mayor.

(Res. No. R-78-03, § 1, 9-4-2003)

## Section 107 Time of regular meetings and planning and zoning meetings





## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;"> <p>J. Renee Ramirez, Director</p> <p>Shakeva Christian, Manager</p> </div> <p>rramirez@wycokck.org, schristian@wycokck.org x5665, x5661</p>	Human Resources
<b>AGENDA ITEM #6.5.</b>		
<b>APPROVAL: REVISIONS TO HUMAN RESOURCES GUIDE POLICY - TRAVEL, TRAINING &amp; MILEAGE</b>		
<b>BACKGROUND</b>		
<p><u>Revisions to HR Guide 3.6, Travel, Training and Mileage Reimbursement Policy:</u></p> <ul style="list-style-type: none"> <li>• Clarifies employee accountability</li> <li>• Ensures prudent use of UG funds for travel/training</li> <li>• Ensures federal government guidelines are followed</li> <li>• New verbiage is consistent with newly adopted Meal and Food Policy (R-54-25)</li> <li>• Update language due to Workday processes</li> </ul>		
<b>RECOMMENDATION</b>		
<p>Approve</p> <p>Approve recommended changes to HR Guide Policies, 3.6 - Travel, Training and Mileage Reimbursement</p>		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
n/a		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
Reviewed by legal		
<b>ATTACHMENTS</b>		
Travel, Training and Reimbursement 9-30-25_Final, Travel_Training_Reimbursement_Policy Change_AHS-10-27-25		

Approved by Mayor/Administrator to add to agenda.



# Unified Government Human Resources Guide

Effective \_\_ - \_\_ - \_\_

## TRAVEL, TRAINING AND MILEAGE REIMBURSEMENT

- I. General: It is the policy of the Unified Government to provide payment for the cost of authorized travel for official Unified Government business.

This Policy is intended to ensure cost-effective, equitable, and accountable travel and training practices that reflect current IRS guidelines, federal standards, and Unified Government Values.

### II. Policy

#### A. Travel/Training

1. Travel within the State of Kansas or within the Kansas City Metropolitan area (Cass, Clay, Jackson, Platte and Ray counties in Missouri) where expenses are less than \$100 does not require a travel request. Notification to and approval of the immediate supervisor is required.
2. Travel within the State of Kansas or the Kansas City Metropolitan area where expenses are \$100 but do not exceed a total estimated individual cost of \$1,000 must be approved by:
  - a. Division Head, and
  - b. Department Head
3. All travel outside the State of Kansas or the Kansas City Metropolitan area or travel in which total estimated individual cost exceeds \$1,000 must be approved by all the following:
  - a. Division Head
  - b. Department Head
  - c. County Administrator

When deemed appropriate, the County Administrator can place conditions on approval of travel/training requests, including requiring that the employee reimburse the Unified Government for expenses in the event that the employee terminates his or her employment within a specified period of time. Copies of travel/training requests over \$1,000 approved by County Administrator will be sent to the Unified Government Clerk's Office to be included in the weekly business materials.

4. Plans for travel must be approved in advance and are expected to reflect the prudent use of tax money. All travel must use economy/coach unless a medical accommodation is needed. Requests for travel must be submitted on a Training/Travel Request form.

The department head will determine if budget authority is available.

5. Authorized expenditures



# Unified Government Human Resources Guide

Effective \_\_ - \_\_ - \_\_

- a. Expenditures authorized for payment include conference fees, transportation, lodging, gratuities, meals, business-related telephone calls, and urgently needed supplies and services.

Itemized receipts are required for all reimbursable expenditures. Unauthorized expenditures should be identified on receipts submitted.

- b. Alcohol, personal expenses, and upgrades beyond standard accommodation are not authorized for payment

6. With department head approval Unified Government procurement cards may be issued through Purchasing prior to travel for the purpose of paying for travel-related expenses.

7. Meals

- a. Overnight Travel

- (1) Employee must select one reimbursement method in advance:

- (a) Advance request for per diem allowance using the rates at Federal General Services Administration (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) per diem rates apply, Location-specific. No meals may be charged on Unified Government procurement card (Unified Government credit card) when using the per diem allowance.

Spend Authorization must be completed on Workday before travel to obtain a cash advance for per diem.

- (b) Reimbursement per diem for use of a personal form of payment upon return using the rates at General Services Administration (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

Meals provided as part of conference/training registration are not eligible for reimbursement. It is recommended to include GSA rate pdf, event agenda, and calculation as support documentation.

Use of UG PCard per diem must be preapproved and itemized receipts must be submitted with verification of the payments upon return from travel.



# Unified Government Human Resources Guide

Effective \_\_ - \_\_ - \_\_

- b. Non-overnight Travel—Employee will receive reimbursement of actual expenses based on itemized receipts. UG procurement cards may be used in lieu of reimbursement. Gratuities for meals will not exceed 15%.
8. Credit for overtime work (earning comp time) must be requested on the Training/Travel Request form and approved in advance. As a general rule, when attendance is voluntary, the time used for travel to, and attendance at, conferences and training sessions is not considered to be overtime work. (See 3.4—Overtime/Compensatory Time,)
- Virtual/ Remote mandatory training outside regular work hours is considered compensable time. Employees must receive approval to attend conferences outside of normal working hours. Supervisors may consider flexing an employee's work schedule in lieu of payment of OT or accrual of comp time.
- a. Division Head, and
  - b. Department Head

## 9. Virtual & Remote Training

Employees are encouraged to participate in virtual training when available to minimize travel costs. Supervisors may determine when in-person attendance is required for certification, networking, or hands-on skill development.

10. Payment for transportation and lodging will be made on the basis of actual cost with the following exception:
- If the employee elects to drive his/her personal vehicle on an out-of-town trip, the mileage reimbursement amount (including all additional expenses related to the trip) shall not exceed the amount of the lowest available direct airfare, shall be limited to business-related mileage, and shall be computed at the current reimbursement rate.
11. Requirements for travel expense reimbursement:
- a. Travel is completed



# Unified Government Human Resources Guide

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- b. Travel and travel-related expenses do not exceed those estimates approved on the Training/Travel Request form
- c. Receipts are submitted for all reimbursable expenses except per diem for meals
- d. All receipts for reimbursement must be submitted within 30 days of travel.

## B. Mileage Reimbursement

1. Mileage shall be computed at the current Unified Government reimbursement rate.
2. Employees receiving a monthly car allowance will be reimbursed only for mileage incurred on any authorized travel.
3. Employees not receiving a car allowance will be reimbursed for mileage incurred on any authorized travel by completing the Mileage Reimbursement form. Whenever possible, employees should attempt to consolidate amounts of mileage reimbursement due into one large reimbursement request.

## C. Car Allowance

The Unified Government pays a car allowance to employees who are by their job duties obligated to use their own car for Unified Government business.

- a. Only employees in field inspector positions or managers who have field responsibilities are eligible for car allowance.
- b. When a position is vacated and subsequently filled, the new employee must be approved for car allowance by the County Administrator.
- c. Car allowance rates are set by the Human Resources Guide section 3.1 Compensation and Classification.
- d. The Unified Government will not pay car allowance to any employee who is not physically on the job for the minimum month. (See Definitions.)
- e. Employees receiving car allowance are not eligible for mileage reimbursement.
- f. Employees provided with a Unified Government vehicle are not eligible for car allowance.



# Unified Government Human Resources Guide

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## D. Sustainability and Safety

Employees should select cost-effective options when feasible. Employees must comply with official Travel advisories and safety guidelines.

## E. Accountability and Compliance

1. Submitting false claims or unauthorized expenses may result in disciplinary action, up to and including termination.
2. Employees are required to attend all conference sessions for which payment has been made by the Unified Government.

RELATED POLICY: 3.4 Overtime/Compensatory Time

Meal and Food policy Commission Resolution R-54-25

2.20 Remote work

3.1 Classification and Compensation

RELATED FORM(S): Training/Travel Request

Mileage Reimbursement Form

Spend Authorization Form (Workday)

# HR Guide Update:

## 3.6 Travel, Training & Mileage Reimbursement

AHS Standing Committee Meeting

October 27, 2025



PowerPoint

# Overview of Key Changes to Policies

## **Specifies Intent**

- Ensures cost-effective, equitable and accountable travel and training practices

## **Federal Law Guidelines**

- Rates will follow Federal General Services Administration guidelines for per diem rates

## **Virtual/Remote**

- New section added to encourage virtual/remote training to help minimize cost.

## **Meal and Food Policy (Resolution R-54-25)**

- Updated verbiage to ensure consistency with the newly approved Meal and Food Policy

## **Accountability and Compliance**

- Clarifies that false claims for reimburse and failure to attend conference will result in discipline

## **Workday Updates**

- Language updated to reflect new processes under Workday



Questions???





## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">J. Renee Ramirez, Director</div> <div style="border: 1px solid black; padding: 2px;">Shakeva Christian, Manager</div> <p>rramirez@wycokck.org, schristian@wycokck.org x5665, x5661</p>	Human Resources
AGENDA ITEM #6.6.		
UPDATE: HUMAN RESOURCES GUIDE (PUBLIC SAFETY EMPLOYEES)		
BACKGROUND		
<p>Revisions to HR Guide 2.6A, Selection of Public Safety Employees:</p> <ul style="list-style-type: none"> <li>• Memorializes current practices for postings, applications and testing</li> <li>• Updates language due to Workday processes</li> <li>• Reduces minimum age for firefighters from 19 years of age to 18 years of age</li> </ul>		
RECOMMENDATION		
Approve		
Approve revised policy to reflect updates in current practices as well as process in Workday		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
LEGAL/ POLICY CONSIDERATIONS		
Revisions reviewed by legal.		
ATTACHMENTS		
Selection of PS Employees HRG 2.6A_AHS-10-27-25, Selection of PublicSafety Employees_Final_no mark-up 10-08-25		

Approved by Mayor/Administrator to add to agenda.

# HR Guide Update: 2.6A Selection of Public Safety Employees

AHS Standing Committee Meeting  
October 27, 2025



# Selection of Public Safety Sworn Positions

- Patrol Officer, Sheriff Deputy, Firefighter EMT, Firefighter Paramedic
- Policy modifications are memorializing the processes that occur with testing for the above positions
- How applicants submit applications through the Workday Process.



Questions???





# Unified Government Human Resources Guide

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## SELECTION OF SWORN PUBLIC SAFETY EMPLOYEES

- I. General: The Unified Government (UG) is an equal opportunity employer. It is the policy of the Unified Government to fill open positions with the most qualified Applicants. The Unified Government is committed to ensuring that hiring practices are fair to all applicants. It is the policy of the Unified Government not to discriminate against any employee or candidate for employment because of race, color, national origin or ancestry, religion or creed, sex, pregnancy, sexual orientation, gender identity, age, disability, and genetic information. All appointments to sworn positions within the Sheriff's Office, Fire Department and Police Department shall be based on qualifications, which shall be ascertained by open testing to include but not limited to a written examination, physical ability examination, psychological evaluation, CVSA (truth verification) and physical examination, background check and drug screen. As the Sheriff is an elected official, all final decisions regarding employment in the Sheriff's Office is left to the discretion of the Sheriff or their designee.
- II. Policy
  - A. This policy shall be used for all sworn vacant positions within the Fire and Police Departments or Sheriff's Office, except as otherwise provided by union contract or state statute
  - B. Positions covered under this policy include, but are not limited to:
    - a. Sheriff's Office: Deputy,
    - b. Fire Department: Firefighter EMT, Firefighter Paramedic
    - c. Police Department: Patrol Officer
  - C. The Unified Government's selection process shall be based on merit, and will be administered in compliance with federal, state, and local equal employment opportunity laws, ordinances, and resolutions.
  - D. Criminal Disqualifiers – Police Officer, Sheriff Deputy, and Fire Department Applicants
    - a. In accordance with Kansas Statute K.S.A. 74-5605(d), applicants applying for sworn Police Officer and Sheriff Deputy positions will be disqualified from employment consideration if they have criminal convictions or history that fall under the disqualifying criteria outlined in the statute.
    - b. While not required by state law, the Fire Department has voluntarily adopted the same disqualifying standards for consistency and to uphold the integrity and public trust associated with all public safety positions. Therefore, applicants for Fire Department positions will also be evaluated under the disqualifiers set forth in K.S.A 74-5605(d).
  - E. Employees of the Unified Government are prohibited from holding more than one position within the Unified Government at the same time.



# Unified Government Human Resources Guide

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- F. The Fire and Police Chief shall obtain the approval of the County Administrator to initiate the hiring of the academy class. The initiation of an academy class hiring process is contingent upon prior consultation and agreement between the Sheriff and the County Administrator. ability

### III. The Posting Process:

- A. Public Safety Position Posting timeframe:

Sheriff's Office:

Deputy Sheriff

1. Positions are posted year-round.
2. Applicants shall be scheduled for applicant testing by Human Resources after receipt of the completed application packet.

Police Department:

Patrol Officer

1. Positions are posted year-round.
- ii. Applicants shall be scheduled for applicant testing by Human Resources after receipt of the completed application.

Fire Department:

Firefighter/EMT, Firefighter Paramedic or Pending Paramedic

1. Positions are posted upon approval from the County Administrator or designee to begin recruiting for an academy class.
2. Applicant testing follows the closing of the posting based on the timeline of academy start date.

### IV. The Application Process

- A. All applications and resumes must be submitted through Workday during the designated posting period. Departments will not accept applications or resumes through any other method.
- B. Applications are initially reviewed by Human Resources for completeness. Qualified applications are then forwarded to the appropriate department through Workday for further review and evaluation of qualifications
- C. Current employees must update their job history, education, certifications, etc. in their Workday profile under the "Career" tab to submit for an open position.



# Unified Government Human Resources Guide

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## D. Requirements for Application by Department

### Sheriff's Office:

1. Must be a United States Citizen by the date of application, in accordance with state statute.
2. Age Requirement: Deputy must be at least 21 years of age by date of hire.
3. Must have valid Driver's License.
4. Must have a High School Diploma or GED.
5. Must be a resident of Wyandotte County or willing to relocate within timeframe outlined in the posting.

### Police Department:

1. Must be a United States Citizen by date of application, in accordance with states statue.
2. Age Requirement: Patrol Officer must be at least 21 years of age by the start date of the Academy.
3. Must have a valid Driver's License.
4. Must have a High School Diploma or GED.
5. Must be a resident of Wyandotte County or willing to relocate within timeframe outlined in the posting.

### Fire Department

1. Must be authorized to work in the United States
2. Must be 18 years of age by date of hire.
3. Must have a valid, unrestricted Driver's License.
4. Must have a High School Diploma or GED.
5. Firefighter/EMT Applicants must possess a Kansas Emergency Medical Certification or National Registry Certification by date of hire.  
Firefighter/Paramedic Applicants must possess a current Kansas or National Registry Certification and be ACLS Certified by date of hire.
6. Applicants who are pending Paramedics must present at the time application proof of enrollment in an approved educational institution with the anticipated date of completion of National Registry and/or Kansas Paramedic Certification Program. Must obtain Paramedic certification within 12 months from the date of hire.
7. Must be a resident of Wyandotte County or willing to relocate within timeframe outlined in the posting



# Unified Government Human Resources Guide

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## V. Selection Process

1. Applicants participate in examinations administered by Human Resources and the respective department personnel. Testing of aptitudes and skills where applicable will include a written examination, physical ability examination, and preliminary interview.
2. Applicants must successfully complete the written examination with an overall passing score of 70% or above, the physical ability examination within the allotted time, and a preliminary interview.
  - a. The written test will primarily be administered online; however, tests can be administered via paper forms as needed.
  - b. As of June 6, 2023, Fire Applicants who possess a current Candidate Physical Ability Test (CPAT) will be accepted in lieu of the physical ability test, however applicants will still be required to successfully complete the aerial climb portion of the UG administered Fire physical ability test. Applicants may participate in oral boards as a portion of the applicant process.
3. Applicants for Police and Sheriff recruitments will have a six-month period beginning the date of their initial application submission to successfully pass the written and physical ability examinations. Applicants can retake the exams as often as tests are available within the six-month time frame. Applicants must test at least three times in this six-month period to be considered an active and eligible applicant. Applicants who do not proceed past the Oral Boards are not eligible to re-apply for six months from the date of the oral board interview.
  - a. If the applicant does not successfully pass the written and/or physical examinations in the initial six-month period, the applicant will be ineligible to reapply for a six-month period that will begin the date the applicant was deemed unsuccessful.
  - b. Applicants who are not actively engaged in undergoing subsequent testing sessions (e.g. less than three testing attempts) may be deemed inactive and ineligible to reapply for one year after the date of the initial application.
4. Upon completion of the written examination, physical ability test, and preliminary interviews, applicants will undergo a background investigation and a CVSA (Computer Voice Stress Analysis) truth verification test.
5. Applicants who successfully pass both background investigation and CVSA will be forwarded to the Chief(s) or Sheriff for final file review and consideration for a Conditional Offer of Employment.
6. Staff members who have hiring or supervisory responsibilities are prohibited from participating in the hiring, supervision, assignment, transfer, or promotion of any immediate family member. This is to prevent conflicts of



# Unified Government Human Resources Guide

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interest and ensure fairness and objectivity in employment decisions.

7. Ineligibility for Rehire: Former employees who have been involuntarily terminated by the Unified Government, or signed a global release that bans re-employment with the Unified Government

## VI Conditional Offer of Employment

Applicants selected to receive a Conditional Offer of Employment (COE) will be required to successfully complete the final phase of the recruitment process, which includes the following:

1. Written Psychological Examination and Clinical Psychologist Assessment
2. Medical Exam (physical) and Drug Screen.
3. A comprehensive review of all pre-employment testing results will be completed by Human Resources and the Chief(s)/Sheriff. Following that review, the Chief(s)/Sheriff will confirm that the candidate may move on to the Final Offer. A COE or Final Offer may be withdrawn based on results of any of the pre-employment testing and /or if it is ascertained that any information provided by the candidate is false or misleading.
4. The Chief(s)/Sheriff authorize Human Resources to complete the appointment process via Workday.

RELATED POLICIES: 2.1 Equal Opportunity in Employment  
2.17 Americans with Disabilities Act



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Angel Ferrara, Director</div> aferrara@wycokck.org x8354	Parks & Recreation
<b>AGENDA ITEM #6.7.</b>		
<b>RESOLUTION: RECREATION TRAILS GRANT PROGRAM THROUGH KANSAS DEPARTMENT OF WILDLIFE AND PARKS</b>		
<b>BACKGROUND</b>		
<ul style="list-style-type: none"> <li>• The Parks and Recreation Department would like to apply for a grant offered via the Kansas Department of Wildlife &amp; Parks (KDWP)'s Recreational Trails Program (RTP) to, in part, support the demolition and subsequent reconstruction of the walking trail in Quindaro Park.</li> <li>• Parks and Recreation staff would request \$331,348 in its' application for the aforementioned project. The deadline for applications is 11/14/2025 and it is anticipated that awardees will be notified by fall 2026.</li> <li>• The RTP grant requires a 20% match, or \$82,837, which the Department has identified in its 2026 budgeted CIP.</li> </ul>		
<b>RECOMMENDATION</b>		
<p>Approve Fast Track</p> <p>Create and approve a motion to allow staff to continue in the KDWP's RTP grant program application process which, if awarded, could provide up to \$331,348 in funding to support the replacement of the current walking trail in Quindaro Park.</p>		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<p>If granted approval to proceed with the application process, and if staff's application is awarded for the total amount requested, staff would be able to replace the walking trail in Quindaro Park for 20% of what it would otherwise cost to do so.</p>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
<p>Reso Approving Recreational Trails Grant, Recreational Trails Program Grant Presentation - 11.3.2025 Standing Committee Meeting, Commission Agenda Item Report - 2025 RTP Grant Application</p>		

Approved by Mayor/Administrator to add to agenda.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing the Parks and Recreation Department through the Unified Government of Wyandotte County/Kansas City, Kansas to apply for a grant from the Recreation Trails Program through the Kansas Department of Wildlife and Parks

**WHEREAS**, the Kansas Department of Wildlife and Parks administers grants through its Recreational Trails Program; and

**WHEREAS**, the Parks and Recreation department would like to apply for a grant through this program for funding for improvements to the Quindaro Park walking trail; and

**WHEREAS**, the value of the grant award is \$331,348, with 20% matching funds \$82,837 required, which will be funded out of the Parks and Recreation Department's 2026 CIP budget.

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

Section 1. The Parks and Recreation Department through the Unified Government of Wyandotte County/Kansas City, Kansas is authorized to apply for and accept, if awarded, the Kansas Department of Wildlife and Parks' Recreational Trails Program grant.

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

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**Tyrone A. Garner**  
**Mayor/Chief Executive Officer**

\_\_\_\_\_  
**Unified Government Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**Angela Lawson, Acting Chief Counsel**

# RECREATIONAL TRAILS PROGRAM GRANT

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Neighborhood & Community Development Standing Committee Meeting

November 3<sup>rd</sup>, 2025



**PARKS &  
RECREATION**

# Recreational Trails Program Background

- The Recreational Trails Program (RTP) is a function of the Department of Transportation's Federal Highway Administration (FHWA) and provides funds to states for the development and maintenance of recreational trails
- In Kansas, the RTP is administered by the Kansas Department of Wildlife and Parks (KDWP)
- Staff received \$105,680 in grant dollars through this program in 2024 to support the new walking trail loop in Kensington Park
- The Program offers an 80/20 grant match for projects
- Application Deadline – November 14

# Quindaro Park Walking Trail Renovation

- The 2017 Master Plan identified the Quindaro Park Walking Trail as one that needed to be improved
- It is anticipated that the total cost to renovate the walking trail loop is **\$414,185**
- If staff's application is awarded and approved, up to **80%** of the project cost, or up to **\$331,348**, will be funded by the RTP grant
- Funding for the matching portion (**\$82,837**) has been identified within the Parks & Recreation Department's 2026 CIP Budget
- The trail is anticipated to be .33 miles long and 8.5 feet wide



# Authorization Resolution

- Section 1:
  - The Parks and Recreation Department, through the Unified Government of Wyandotte County/Kansas City, Kansas, is authorized to apply for and accept, if awarded, the Kansas Department of Wildlife and Parks' Recreational Trails Program grant
- Section 2:
  - The County Administrator and/or his designee is hereby authorized, on behalf of the Unified Government, to take the steps necessary to fulfill the conditions of the grant and execute documents in furtherance of the grant

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION authorizing the Parks and Recreation Department through the Unified Government of Wyandotte County/Kansas City, Kansas to apply for a grant from the Recreation Trails Program through the Kansas Department of Wildlife and Parks

WHEREAS, the Kansas Department of Wildlife and Parks administers grants through its Recreational Trails Program; and

WHEREAS, the Parks and Recreation department would like to apply for a grant through this program for funding for improvements to the Quindaro Park walking trail; and

WHEREAS, the value of the grant award is \$TBD, with 20% matching funds \$TBD required, which will be funded out of the Parks and Recreation Department's 2026 CIP budget.

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

Section 1. The Parks and Recreation Department through the Unified Government of Wyandotte County/Kansas City, Kansas is authorized to apply for and accept, if awarded, the Kansas Department of Wildlife and Parks' Recreational Trails Program grant.

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

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tyrone A. Garner  
Mayor/Chief Executive Officer

\_\_\_\_\_  
Unified Government Clerk

Approved as to Form:

\_\_\_\_\_  
Angela Lawson, Acting Chief Counsel

# Commission Agenda Item Report

**Title:** 2025 Recreational Trails Program Grant

**Proposed Agenda Date:** November 3, 2025 Neighborhood & Community Development Standing Committee Meeting

**Presented by:** Angel Ferrara, Director of Parks & Recreation Department, and Matthew Zayas, Fiscal Officer – Parks & Recreation Department

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## BACKGROUND:

- The Parks and Recreation Department would like to apply for a grant offered via the Kansas Department of Wildlife & Parks (KDWP)'s Recreational Trails Program (RTP) to, in part, support the demolition and subsequent reconstruction of the walking trail in Quindaro Park.
- Parks and Recreation staff would request \$331,348 in its' application for the aforementioned project. The deadline for applications is 11/14/2025 and it is anticipated that awardees will be notified by fall 2026.
- The RTP grant requires a 20% match, or \$82,837, which the Department has identified in its 2026 budgeted CIP.

## BUDGET IMPACTS / FINANCIAL CONSIDERATIONS:

- If granted approval to proceed with the application process, and if staff's application is awarded for the total amount requested, staff would be able to replace the walking trail in Quindaro Park for 20% of what it would otherwise cost to do so.

## POLICY CONSIDERATIONS:

- N/A

## PROCUREMENT CONSIDERATIONS:

- N/A

## LEGAL CONSIDERATIONS:

- N/A

## RECOMMENDED ACTION:

- Create and approve a motion to allow staff to continue in the KDWP's RTP grant program application process which, if awarded, could provide up to \$331,348 in funding to support the replacement of the current walking trail in Quindaro Park.

## COUNTY ADMINISTRATION COMMENTS:

- 

## MAYOR AGENDA DIRECTION:

-

Unified Government of Wyandotte County and Kansas City, Kansas



## BOARD OF COMMISSIONERS

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

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*Mayor Tyrone Garner*

*Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Tom Burroughs –  
Commissioner Dist. 1 Gayle E. Townsend – Commissioner Dist. 2 Bill Burns –  
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Dr. Evelyn Hill –  
Commissioner Dist. 5 Mike Kane – Commissioner Dist. 6 Phil Lopez –  
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis*

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### **MINUTES**

**Thursday, March 28, 2024**

**7:19 PM-8:20 PM**

**Attendance:**

**Commissioner's Present:**

- Commissioner Burroughs (Mayor Pro Tem)
- Commissioner Bynum
- Commissioner Davis
- Commissioner Stites
- Commissioner Lopez
- Commissioner Kane
- Commissioner Hill
- Commissioner Burns
- Commissioner Townsend

**Commissioner's Absent:**

- Mayor Tyrone Garner
- Commissioner Ramirez

**Staff Present:**

- Monica L. Sparks (UG Clerk)
- David Johnston (County Administrator)
- Angela Lawson (Acting Chief Counsel)
- Gunnar Hand (Director, Urban Planning & Design)
- Brittnie MacDonald (Professional Assistant, UG Clerk Department)

**I. Call to Order**

Mayor Pro Tem Burroughs called the meeting to order at 7:19 PM. Chaplain Annie Erickson of the Grandview Park Presbyterian Church led the invocation, followed by the Pledge of Allegiance.

**V. Revisions to Agenda (Discussion Begins 4:15)**

The Clerk reported there was an agenda update: adding Item No. 2 to the Consent Agenda and removal of Item No. 1.B from the Land Bank Consent Agenda.

**VI. Clerk’s Statement (Statement Read 5:04)**

**VII. Planning and Zoning Consent Agenda (Discussion Begins 8:47)**

**A. SPECIAL USE PERMIT APPLICATIONS**

1. SP2023-109 - JOSEPH AAKER .
2. SP2023-119 - HOUSTON DEFOE
3. SP2024-003 - JOHN MANN WITH AVENUE OF LIFE

**B. VACATION APPLICATION**

1. VAC2024-001 - DARYL K. RAKOSKI

**C. MISCELLANEOUS - ORDINANCES (The following ordinances formalize previous Commission approval.)**

1. AN ORDINANCE rezoning property at 3921 North 51st Street
3. AN ORDINANCE rezoning property at 3909 and 3011 North 57th Street
4. AN ORDINANCE authorizing a Special Use Permit (SP2023-078) for grading/removal of earthen fill at 4919 North 126th Street
5. AN ORDINANCE authorizing a Special Use Permit (SP2023-094) to operate a cold-weather shelter at 550 State Avenue

6. AN ORDINANCE authorizing a Special Use Permit for a non-owner-occupied Short-Term Rental at 2903 West 45th Avenue
7. AN ORDINANCE authorizing a Special Use Permit (SP2023-111) to operate a group home at 2601 Ridge Avenue
8. AN ORDINANCE authorizing a Special Use Permit (SP2023-112) to operate an agro-tourism business at 3921 North 51st Street
9. AN ORDINANCE authorizing a Special Use Permit (SP2023-115) for an automotive dealership at 2959 North 7th Street Trafficway
10. AN ORDINANCE authorizing a Special Use Permit for a non-owner-occupied Short-Term Rental (SP2023-116) at 2311 North 104th Terrace
11. AN ORDINANCE authorizing a Special Use Permit (SP2023-118) to operate a drinking establishment at 401 North 6th Street
12. AN ORDINANCE authorizing a Special Use Permit (SP2023-121) for a non-owner-occupied Short-Term Rental at 611 Douglas Avenue
13. AN ORDINANCE authorizing a Special Use Permit (SP2024-001) for a truck leasing, maintenance, and repair facility at 11 North James Street
14. AN ORDINANCE authorizing a Special Use Permit (SP2023-071) for a non-owner-occupied Short-Term Rental at 731 North 75th Terrace

Commissioner Townsend made a motion to approve all items on the Planning and Zoning Consent Agenda as submitted, except Item No. C.2. The motion was seconded by Commissioner Davis.

Vote: Motion carries 8/0

- Ayes: Stites, Davis, Bynum, Townsend, Burns, Hill, Kane, Lopez
- Nays: None
- Absent: Ramirez
- Not Voting: Burroughs as Mayor Pro Tem

**A request was made by CeCe Mank (Kansas City, Kansas), to set aside Item No. C.2 (Discussion Begins 49:10)**

AN ORDINANCE rezoning property at 6815 Cernech Road and 3420 North 67th Street (COZ2023-033) from R-1 Single Family District to A-G Agriculture District

Gunner Hand, Director of Planning and Urban Design stated all items under C. Miscellaneous are not the cases. These have already been approved by the Planning Commission and the Board of Commissioners. State statute requires that an ordinance be published in the newspaper to make all Changes of Zones and Special Use Permits and Vacations legal. This is an administrative step for the approval to allow staff to publish it in a newspaper.

Public Comment:

- CeCe Mank (Kansas City, Kansas) (**Comment Begins 53:25**)

Commissioner Davis made a motion to approve Item C.2 Ordinance. The motion was seconded by Commissioner Townsend.

Vote: Motion carries 8/0

- Ayes: Stites, Davis, Bynum, Townsend, Burns, Hill, Kane, Lopez
- Nays: None
- Absent: Ramirez
- Not Voting: Burroughs as Mayor Pro Tem

**X. Regular Consent Agenda (Discussion Begins 56:21)**

Item No. 1 – RESOLUTION: APPROVING A FIFTH AMENDMENT TO THE LEGENDS WEST LAWN DEVELOPMENT

Item No. 2 - APPROVAL: EXTENSION OF DEADLINE TO ISSUE INDUSTRIAL REVENUE BONDS (ADDING DOCUMENT PER AGENDA UPDATE)

Item No. 3 - APPOINTMENT: BOARDS AND COMMISSIONS

Item No. 4 - PLAT: SCHUBERT'S ENCHANTED WILDS

Item No. 5 – MINUTES

Item No. 6 – WEEKLY BUSINESS

Commissioner Davis made a motion to approve all items on the Consent Agenda. The motion was seconded by Commissioner Townsend.

Vote: Motion carries 8/0

- Ayes: Stites, Davis, Bynum, Townsend, Burns, Hill, Kane, Lopez
- Nays: None
- Absent: Ramirez
- Not Voting: Burroughs as Mayor Pro Tem

**Commissioner Bynum made a motion to adjourn and reconvene as the Land Bank Board of Trustees. The motion was seconded by Commissioner Davis. (Discussion Begins 56:58)**

Vote: Motion carries 8/0

- Ayes: Stites, Davis, Bynum, Townsend, Burns, Hill, Kane, Lopez
- Nays: None
- Absent: Ramirez
- Not Voting: Burroughs as Mayor Pro Tem

**XV. Land Bank Board of Trustee’s Consent Agenda (Discussion Begins 57:24)**

**Item No. 1 - LAND BANK OPTIONS**

**Item No. 2 - LAND BANK PROPERTY TRANSFERS**

Commissioner Davis made a motion to approve all items on the Consent Agenda. The motion was seconded by Commissioner Kane.

Vote: Motion carries 8/0

- Ayes: Stites, Davis, Bynum, Townsend, Burns, Hill, Kane, Lopez
- Nays: None
- Absent: Ramirez
- Not Voting: Burroughs as Mayor Pro Tem

**XVI: LAND BANK BOARD OF TRUSTEES' NON-CONSENT AGENDA (Discussion Begins 58:26)**

**Item No. 1 - LAND BANK OPTIONS**

**B. Multi Family – 37 Units**

- 1. Wall-ties & Forms INC – 37 units**
  - i. 827 Stewart Ave – 111573
  - ii. 825 Stewart Ave – 111574
  - iii. 826 Stewart Ave - 111575
  - iv. 827 Stewart Ave - 111576
  - v. 828 Stewart Ave - 111577
  - vi. 824 Parallel Ave – 111570
  - vii. 810 Parallel Ave – 111569

- viii. 808 Parallel Ave – 111568
- ix. 806 Parallel Ave – 111567
- x. 811 Parallel Ave – 095051
- xi. 807 Parallel Ave – 095049
- xii. 803 Parallel Ave – 095048
- xiii. 801 Parallel Ave – 095047
- xiv. 800 Troup Ave – 095067
- xv. 827 Troup Ave – 095104
- xvi. 823 Troup Ave – 095103

Commissioner Davis presented the Land Bank Non-Consent agenda item. He stated that the item was previously voted for approval and noted that initial community engagement concerns had been addressed.

Commissioner Davis made a motion to approve. The motion was seconded by Commissioner Kane.

Vote: Motion carries 8/0

- Ayes: Stites, Davis, Bynum, Townsend, Burns, Hill, Kane, Lopez
- Nays: None
- Absent: Ramirez

Not Voting: Burroughs as Mayor Pro Tem

**Adjournment: (Discussion Begins 59:22)**

Commissioner Kane moved to adjourn the meeting. The motion was seconded by Commissioner Davis.

Vote: Motion carries 8/0

- Ayes: Stites, Davis, Bynum, Townsend, Burns, Hill, Kane, Lopez
- Nays: None
- Absent: Ramirez
- Not Voting: Burroughs as Mayor Pro Tem

**MAYOR PRO TEM BURROUGHS  
ADJOURNED THE MEETING AT 8:20 PM**

**March 28, 2024**

---

Monica L. Sparks

Interim Unified Government Clerk



Unified Government Clerk's Office  
Monica Sparks, CMC  
Unified Government Clerk

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

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

## Memorandum

**To:** David Johnston  
County Administrator

**From:** Monica L. Sparks  
UG Clerk

**Date:** October 9, 2025

**Re:** Weekly Business Material

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

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

Attachments

BM

## Weekly Business Material for October 3, 2025 – October 9, 2025

### 1. CLAIM FOR DAMAGES:

- Vincent Shannon, Kansas City, KS, alleging personal injury on 9/26/2025.
- Carol Pierce, Kansas City, KS, alleging personal injury on 9/20/2025.
- Sherry McCool, Kansas City, KS, alleging damage to personal vehicle on 9/10/2025.
- Brenda Aquino, Kansas City, KS, alleging damage to personal vehicle on 9/5/2025.
- Ulises Jimenez Lopez, Kansas City, KS, alleging damage to personal vehicle on 10/3/2024.

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

### 2. SUMMONS:

- Truity Federal Credit Union vs. John Lobner, Case No. WY-2025-CV-000722.

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

### 3. TRAVEL REQUESTS:

- Jessica Kraus, KCKFD, travel to Indianapolis, IN, from 10/19/2025 through 10/24/2025, to attend EMS World Expo, Employee Training & Travel.
- Erin Riley, Human Resources, travel to Manhattan, KS, from 10/13/2025 through 10/15/2025, to attend KS DOL Safety and Health Conference, Employee Training & Travel.

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

### 4. APPLICATIONS FOR CMB LICENSE (PKG):

- Pakam Petroleum Inc, Amina Hemayoun, d/b/a Short Stop 305 BP, 7647 Leavenworth Rd., Kansas City, KS 66109.
- Speedy's Convenience Inc, William Hutton, d/b/a Speedy's Convenience, 141 S 18<sup>th</sup> St., Kansas City, KS 66102.

**Action:** Referred to License.

### 5. APPLICATIONS FOR CMB LICENSE (OP):

- The Woodyard LLC, Rick Rehorn, d/b/a Woodyard BBQ, 3001 Merriam Ln., Kansas City, KS 66106.

**Action:** Referred to License.



Unified Government Clerk's Office  
Monica Sparks, CMC  
Unified Government Clerk

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

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

## Memorandum

**To:** David Johnston  
County Administrator

**From:** Monica L. Sparks  
UG Clerk

**Date:** October 16, 2025

**Re:** Weekly Business Material

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

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

Attachments

BJS

## Weekly Business Material for October 10, 2025 – October 16, 2025

### 1. PUBLIC NOTICE:

- Alandon Tow Service, 6224 Kansas Ave, Kansas City, KS 66111, held a public auto auction on October 7, 2025, at Alandon Tow Service.

**Action:** Received and filed.

### 2. CLAIM FOR DAMAGES:

- Vincent Shannon, Kansas City, KS, alleging personal injury on 9/26/2025.
- Janice Stevenson, Kansas City, KS, alleging personal injury on 9/26/2025.
- Monique Woolridge, Kansas City, KS, alleging personal injury on 7/05/2025

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

### 3. APPLICATIONS FOR CMB LICENSE (PKG):

- Speed Stop 540 LLC, William Hutton, d/b/a Speed Stop, 540 S 10<sup>th</sup> St, Kansas City, KS 66105.
- Walmart Inc, Keith Pappert, d/b/a Sam's Club #4870, 10510 Parallel Pkwy, Kansas City, KS 66109.
- Walmart Inc, Michael Nelson, d/b/a/ Walmart Neighborhood Market #6172, 2300 Metropolitan Ave, Kansas City, KS 66106.
- Walmart Inc, Antonio Ortiz, d/b/a/Walmart Store #1151, 10824 Parallel Pkwy, Kansas City, KS 66109.

**Action:** Referred to License.

### 4. DRINK. EST./PUBLIC VENUE:

- The 913 LLC, Christine Bergen, d/b/a The 913, 6102 State Ave, Kansas City, KS 66102.

**Action:** Referred to License.

### 5. APPLICATIONS FOR LIQ. TEMP. LLC:

- Synergy Entertainment LLC, Zachary Cummings, Synergy FC 23, Memorial Hall, 600 N 7<sup>th</sup> St, Kansas City, KS 66101. This temporary permit is for 10/25/2025 from 5:00 pm to 1:00 am.

**Action:** Referred to License.

**6. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:**

- ODMS Inc, d/b/a ODMS Inc, 5533 Ellsworth Ave, Dallas, TX 75206.
- Universal Protection Service LP, d/b/a Allied Universal Security Services, 1100 Walnut St, Ste 520, Kansas City, MO 64106

**Action:** Referred to License.



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Chelsee Chism, Director</div> cchism@wycokck.org X8046	Economic Development
<b>AGENDA ITEM #7.1.</b>		
<b>PUBLIC HEARING/ORDINANCE: MIES WHOLESALE MEATS 6036 SPEAKER ROAD LLC PROJECT</b>		
<b>BACKGROUND</b>		
<p>1. A public hearing was held in 2024, but notice was provided to the incorrect school district; this hearing cured that. Approval of a public hearing on Thursday, November 6, 2025, at 7:00 p.m., regarding the proposed issuance by the Unified Government of its industrial revenue bonds in a principal amount not to exceed \$17,450,000 (the “Bonds”) and in regard to an exemption from ad valorem taxation for property constructed or purchased with the proceeds of the Bonds.</p> <p>2. Approval of an ordinance to issue taxable industrial revenue bonds, series 2025, in a principal amount not to exceed \$17,450,000, for the purpose of providing funds to finance certain costs relating to the Mies Real Estate 6036 Road LLC Project.</p>		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Ordinance - Mies Real Estate (UG), R-39-24, Notice of Public Hearing - Mies Wholesale Meats (UG), Performance Agreement - Mies Wholesale Meats (UG)		

Approved by Mayor/Administrator to add to agenda.

**ORDINANCE NO. O-\_\_\_\_-25**

**AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (MIES REAL ESTATE 6036 SPEAKER ROAD LLC PROJECT), SERIES 2025, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,450,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL FACILITY PROJECT INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

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**WHEREAS**, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (Mies Real Estate 6036 Speaker Road LLC Project), Series 2025 (the “Bonds”), in a principal amount not to exceed \$17,450,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing, and equipping an approximately 75,000 square foot industrial facility for Mies Real Estate 6036 Speaker Road LLC, a Kansas limited liability company or permitted assigns (the “Company”), including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”); and

**WHEREAS**, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Indenture”), by and between the Issuer and UMB Bank, N.A., as Trustee (the “Trustee”); and

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

**WHEREAS**, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished, and equipped, and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

**WHEREAS**, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project.** The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing, and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

**Section 2. Authorization of and Security for the Bonds.** The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$17,450,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing, and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Indenture.

**Section 3. Authorization of Documents.** The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the “Bond Documents”), such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Indenture;
- (b) Base Lease Agreement;
- (c) Lease Agreement; and
- (d) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and the Company, as Purchaser.

**Section 4. Execution of Bond and Documents.** The Mayor/CEO of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor/CEO (or, in the Mayor/CEO’s absence, the acting Mayor/CEO) and the County Administrator of the Issuer, as applicable, are hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

**Section 5. Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture.

**Section 6. Further Authority.** The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer’s Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

**Section 7. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

[Balance of page intentionally left blank]

**PASSED** by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas on November 6, 2025 and **APPROVED AND SIGNED** by the Mayor/CEO.

---

Tyrone Garner, Mayor/CEO

[SEAL]

ATTEST:

---

Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

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Office of Chief Counsel

(Published in *The Wyandotte Echo* on November \_\_, 2025)

**SUMMARY OF ORDINANCE NO. O-\_\_-25**

On November 6, 2025 the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (MIES REAL ESTATE 6036 SPEAKER ROAD LLC PROJECT), SERIES 2025, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,450,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL FACILITY PROJECT INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$17,450,000, for the purpose of acquiring, purchasing, constructing, furnishing, and equipping an industrial facility for Mies Real Estate 6036 Speaker Road LLC, a Kansas limited liability company, and constitute limited obligations of the Unified Government payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2025 Bonds, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7<sup>th</sup> Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.wycokck.org](http://www.wycokck.org).

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

DATED: November 6, 2025.

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Office of Chief Counsel

RESOLUTION NO. R-~~31~~-24

**RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF NOT TO EXCEED \$17,450,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING AN INDUSTRIAL FACILITY FOR THE BENEFIT OF MIES REAL ESTATE 6036 SPEAKER ROAD LLC AND ITS SUCCESSORS AND ASSIGNS**

---

**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**, Mies Real Estate 6036 Speaker Road LLC, a Kansas limited liability company (together with permitted successors and 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, purchasing, constructing, installing and equipping an approximately 75,000 square foot industrial facility located generally at 6036 Speaker Road in the City of Kansas City, Kansas, as more fully described in the Application (collectively, the “Project”) through the issuance of its industrial revenue bonds in one or more series in the principal amount of not to exceed \$17,450,000 (the “Bonds”), and to lease the Project to the Company 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 a principal amount of not to exceed \$17,450,000, 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; and

**WHEREAS**, to set forth certain terms of the Project and the proposed property tax abatement, the Unified Government desires to approve the Performance Agreement between the Unified Government and Company (the “Performance Agreement”) and authorize the Mayor/CEO’s execution thereof.

**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 thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, 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. The Project

shall be generally located at 6036 Speaker Road in the corporate boundaries of the Unified Government, as further described in the Application.

**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 and equip the Project out of the proceeds of the Bonds of the Unified Government in the principal amount of not to exceed \$17,450,000, to be issued pursuant to the Act.

**Section 3. Ad Valorem Tax Abatement.** In consideration of the Company's decision to acquire, construct, improve and equip the Project, the Unified Government hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the Unified Government under Kansas law, including the school district's capital outlay levy) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the Unified Government's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as set forth on **Exhibit A** hereto, and such amounts shall be set forth in the Performance Agreement and subject to adjustment as set forth therein. The Project shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds are issued.

**Section 4. Performance Agreement.** The Mayor/CEO is authorized and directed to execute and deliver the Performance Agreement between the Unified Government and the Company on behalf of, and as the act and deed of the Unified Government, in substantially the same form as presented to the governing body on this date with such corrections or amendments thereto as the Mayor/CEO, upon recommendation of the Chief Counsel of the Unified Government, may approve.

**Section 5. Provision for the Bonds.** Subject to the conditions of this Resolution of Intent (this "Resolution"), the Unified Government expresses its intent to (i) issue the Bonds 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 reasonably acceptable to the Company and determined by ordinance of the Unified Government (the "Ordinance"); (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 the Bonds by the Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

**Section 6. 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 the Unified Government's policy relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

**Section 7. Sale of the Bonds.** The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be reasonably acceptable to the Unified Government.

**Section 8. 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 trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Trust Indenture to be entered into between the Unified Government and the trustee for the Bonds (the "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 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 9. 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 10. 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 the 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 11. Termination of Resolution.** This Resolution shall terminate upon termination of the Performance Agreement. Additionally, this Resolution shall terminate upon eighteen (18) months 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 12. 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 or as otherwise set forth in the Performance Agreement, 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 13. 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 the 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 14. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

**ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON JULY 25, 2024.**

(SEAL)

By:   
Tyrone A. Garner, Mayor/CEO

ATTEST:

By:   
Monica L. Sparks,  
Interim Unified Government Clerk

APPROVED AS TO FORM:

By:   
Office of Chief Counsel

**EXHIBIT A**

**PAYMENT IN LIEU OF TAX SCHEDULE**

Below is an approximate payment in lieu of tax (PILOT) schedule based on a facility square footage of 75,000, which may be adjusted as set forth in the Performance Agreement. Local, Minority, and Women Business Enterprise (L/M/W) goals will be further specified in the Performance Agreement or other separate agreement. PILOT payments do not include the school district's capital outlay levy that cannot be abated under Kansas law.

<b>Facility Square Footage</b>	75,000
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<b>Year<sup>(a)</sup></b>	<b>Annual PILOT<sup>(b)</sup></b>	<b>Annual PILOT if L/M/WBE Failure<sup>(b)</sup></b>
1	\$19,367	\$29,050
2	19,754	29,631
3	50,373	60,447
4	51,380	61,656
5	104,816	115,297
6	106,912	117,603
7	163,576	174,481
8	166,847	177,970
9	192,875	204,221
10	196,733	208,305

<b>Business Category</b>	<b>Participation Percentage Goal Percentage of Total Construction Cost for the Project</b>
LBE	12%
MBE	6%
WBE	4%

<sup>(a)</sup> Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

<sup>(b)</sup> Does not include school district capital outlay levy.

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**PERFORMANCE AGREEMENT**

**Dated as of July 25, 2024**

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**BETWEEN THE**

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

**AND**

**MIES REAL ESTATE 6036 SPEAKER ROAD LLC**

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**Prepared By:**

**Gilmore & Bell, P.C.  
Kansas City, Missouri**

## PERFORMANCE AGREEMENT

**THIS PERFORMANCE AGREEMENT**, dated as of July 25, 2024 (this “**Agreement**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **MIES REAL ESTATE 6036 SPEAKER ROAD LLC**, a Kansas limited liability company, or assigns (the “**Company**”);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

**WHEREAS**, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the “**Resolution**”) indicating the Issuer’s intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed \$17,450,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into this Agreement;

**WHEREAS**, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

**WHEREAS**, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement to be entered into between the Issuer and the Company relating to the Project (the “**Lease Agreement**”).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“**Ad valorem taxes**” or “**ad valorem taxation**” means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“**Agreement**” means this Performance Agreement between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Application**” means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

“**Board of Tax Appeals**” means the State of Kansas Board of Tax Appeals.

“**Bond Financed Portion of the Project**” means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.7** hereof.

“**Bonds**” means the Issuer’s taxable industrial revenue bonds issued in relation to the Project in the maximum aggregate principal amount of \$17,450,000.

“**Company**” means Mies Real Estate 6036 Speaker Road LLC, a Kansas limited liability company, and its successors and assigns.

“**Event of Default**” means any Event of Default as described in **Section 5.1** hereof.

“**Exempt Period**” means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

“**Exempt Property**” means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

“**Force Majeure**” means acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the Issuer to timely approve the plans or construction documents relating to the Project, war, terrorism, pandemic or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

“**Future Facility Additions**” means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project following the receipt of a final certificate of occupancy for the final building comprising the Project. As used herein, “**Future Facility Additions**” shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

“**Issuer**” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“**Property**” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“**Project**” means acquiring, purchasing, constructing, installing and equipping an approximately 75,000 square foot industrial facility, as further described in **Section 3.3**, including land, buildings, structures, improvements and fixtures, machinery, and equipment, all that will be generally located at 6036 Speaker Road in the City of Kansas City, Kansas.

“**Project Costs**” means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“**Project Site**” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“**Tax Payment**” means a payment-in-lieu of taxes to be paid by the Company in the amounts set forth in **Section 2.3** and **Exhibit C** hereof.

## ARTICLE II

### EXEMPTION; PAYMENTS IN LIEU OF TAX

**Section 2.1. Exempt Property.** During the Exempt Period, and so long as the Bonds are outstanding and the Company remains in compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

**Section 2.2 Agreement to Make Tax Payments.** The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the County Treasurer. For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

**Section 2.3. Amount of Tax Payment.** The Tax Payments shall be in the amounts shown in **Exhibit C**. The parties acknowledge that such Tax Payments do not include special assessments, if any, and the school district’s capital outlay levy that cannot be abated under Kansas law and that the Tax Payments are subject to adjustment as set forth in **Exhibit C**.

**Section 2.4. Term of Agreement.** This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

**Section 2.5. No Abatement of Special Assessments and Certain Property Taxes.** The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement.

**Section 2.6. Obligation of Issuer to Effect Tax Abatement.** The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be

Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

**Section 2.7. Compliance.** Within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

**Section 2.8. Value of the Project Not Determined by Bonds.** The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

**Section 2.9. Classification; Limitation on Company's Right To Protest.** If the Project Site is not currently classified as commercial, the Company acknowledges that the county appraiser may reclassify the Project Site to commercial as a result of the issuance of the Bonds. During the term of this Agreement, the Company agrees that it will not, without the written consent of the Issuer, (i) seek to change the classification of all or any portion of the Project Site from commercial to another classification, or (ii) contest the reclassification of all or any portion of the Project Site to commercial.

Except as set forth in the preceding paragraph, nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

**Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability.** Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

**Section 2.11. No Abatement on Appraised Value of Future Facility Additions.** In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

**Section 2.12. Tax Abatement Order; Adjustment of Tax Payment.** The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the

payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to \$0.

Notwithstanding the foregoing, if (i) the entire Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement (after any applicable notice and cure period), the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts, including the Tax Payments, which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

**Section 2.13. Determination of Appraised Value and Assessments.** The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

### ARTICLE III

#### COVENANTS OF THE COMPANY

**Section 3.1. Construction.** The Project will be constructed, equipped, and operated (or caused to be operated) in a manner that is consistent with the description of the Project herein. In the event the Project is constructed, equipped, or operated in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

**Section 3.2. Completion Date.** Subject only to Force Majeure, the Company agrees to commence construction on or before December 31, 2024, and substantially complete construction of the Project on or before December 31, 2025. "Commence construction" shall mean that the Company has entered into a contract with a licensed contractor for the construction of the Project and the Issuer has issued a building permit therefor. "Substantially complete," for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as an industrial facility, as evidenced by receipt by the Company of a temporary certificate of occupancy for the Project. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2025.

**Section 3.3. Development of Project.** The Company covenants that the Project, including all buildings, parking facilities, and other improvements constituting the Project, shall be developed, constructed, completed, and operated (or caused to be operated) on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and the final site plan approval from the Issuer's Planning Commission, and this Agreement shall not be construed to waive such Planning Commission's discretion in approving or disapproving the same. On and subject to the terms and provisions set forth in this Agreement, Company shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Project, and shall operate (or cause to be operated) and use the Project in the manner described herein. The parties further agree as follows:

(a) The Project shall be designed, developed, and constructed as an approximately 75,000 square foot industrial and industrial facility as generally depicted in **Exhibit E** attached hereto, though the parties acknowledge the depiction in **Exhibit E** is subject to modification pursuant to the Issuer's planning process.

(b) Company stipulates and agrees that its signage shall be subject to all applicable laws and requirements of the Issuer and any special use permits granted by the Issuer's governing body.

(c) The Project shall include parking improvements containing at least the number of spaces required by the Issuer's applicable laws and requirements.

(d) The Company's plans for landscaping on the Project Site shall be considered in accordance with all applicable laws and requirements of the Issuer and the Issuer's approval thereof will not be unreasonably withheld.

**Section 3.4. Maintenance and Use.** The Company shall cause the Project and the Project Site to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other industrial and manufacturing space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Company specifically understands and agrees that the Issuer shall not undertake or have any obligation under this Agreement for snow or ice removal on sidewalks located at or adjacent to the Project.

**Section 3.5. Inspection.** The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.3.**

**Section 3.6. Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

**Section 3.7. Employment Certification.** Beginning on March 1 in the calendar year following the issuance of Bonds, and on each March 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project.

**Section 3.8. Payment of Fees and Reimbursement or Payment of Costs.**

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee in an amount not to exceed \$1,000. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time upon notice to the Company.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any reasonable amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

**Section 3.9. Abatement of Property.** The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property, which the parties acknowledge and agree may be documented via book entry.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*

**Section 3.10. Solid Waste Services.** Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project. This requirement shall not apply to the Company or any user if the Company or user demonstrates that solid waste services provided by the Issuer are inadequate to serve such user's reasonable needs.

**Section 3.11. LBE/MBE/WBE Employment Opportunity Goals.** The Company agrees to comply with the goals set forth on **Exhibit D** in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. The Company hereby understands and agrees that if it shall fail to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** for the Construction (as those terms are defined therein) of the Project, then the Tax Payments shall be increased as set forth in **Exhibit C**. The parties agree that failure to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** shall not cause an Event of Default hereunder, and the Issuer's sole remedy will be increasing the amount of Tax Payments as set forth in **Exhibit C**.

## ARTICLE IV

### SALE AND ASSIGNMENT

Except as otherwise provided herein, the Company will not, without the prior written consent of the Issuer, (a) assign, sell, lease, or otherwise transfer the Project Site, the Project, or equipment that comprises the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. The Issuer shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the Issuer as to whether the proposed assignee has sufficient financial wherewithal and experience to successfully complete and/or operate the Project according to the terms hereof. If an assignment is approved by the Issuer, the assignee shall assume and agree to pay and perform each and all of terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree that the Company may do any of the following without written consent of the Issuer:

(a) The Company may grant a mortgage, leasehold mortgage, or other security on the Project to a lender in order to finance construction of the Project or refinance the Project, including, but not limited to, collateral assignment of all or any portion of its rights or obligations under this Agreement or any other documents entered into in connection with the Bonds.

(b) The Company may terminate this Agreement, and thereafter freely sell, assign, transfer or mortgage the Project.

(c) The Company, upon written notice to the Issuer, may freely sell, assign, lease or transfer all or any portion of the Project or Project Site, and/or its rights or obligations under this Agreement and any other documents entered into in connection with the Bonds (including, without limitation, the Resolution), to an entity managed by or under common control of or by the Company or one or more of its principals.

Upon the sale, assignment, or transfer of the Project as set forth herein, the Company (as assignor) shall be relieved of all further liability occurring on and after the effective date of such disposition, except as may be otherwise set forth in the Lease Agreement.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein or in the Application shall prove to be materially false or erroneous; or
- (c) the Company shall be in default under the Lease Agreement.

**Section 5.2. Remedies on Default.** Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within 60 days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys’ fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

**Section 5.3. Payments on Defaulted Amounts.** Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.1. Notice and Waiver of Company.** The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period

and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section to waive any claim it may have against the Issuer as described above, following notice and opportunity to cure as set forth in **Section 5.2** above, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2**.

**Section 6.2. Severability.** If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 6.3. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

**Section 6.4. Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.5. Waiver.** The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

**Section 6.6. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer and the Company as set forth below:

The Unified Government Clerk  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 323  
Kansas City, Kansas 66101  
Telephone: 913-573-5260  
Email: msparks@wycokck.org

with a copy to:

Acting Chief Counsel  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 961  
Kansas City, Kansas 66101  
Telephone: 913-573-5060  
Email: alawson@wycokck.org

And a copy to:

Gilmore & Bell, P.C.  
Kevin Wempe  
2405 Grand Blvd., Suite 1100  
Kansas City, Missouri 64108  
Telephone: 816-221-1000  
Email: kwempe@gilmorebell.com

and to the Company at:

Todd Fender  
Mies Real Estate 6036 Speaker Road LLC  
6036 Speaker Road  
Kansas City, Kansas 66111  
Telephone: (816) 743-7176  
Email: todd@mieswholesale.com

with a copy to:

Husch Blackwell  
Chris Kline  
4801 Main Street, Suite 1000  
Kansas City, Missouri 64112  
Telephone: (816) 983-8285  
Email: chris.kline@huschblackwell.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

**Section 6.7. Further Assurances.** The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

**Section 6.8. Authority, etc.** Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

**Section 6.9. Electronic Storage and Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents

executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

(SEAL)

By:   
Tyrone Garner, Mayor/CEO

ATTEST:

By:   
Monica Sparks,  
Interim Unified Government Clerk

APPROVED AS TO FORM:

By:   
Office of Chief Counsel

**MIES REAL ESTATE 6036 SPEAKER ROAD LLC**  
a Kansas limited liability company

By: *Todd Fender*  
Name: TODD FENDER  
Title: Chief Financial Officer

**EXHIBIT A**

**APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS**

## EXHIBIT B

### PROJECT SITE

This is a resurvey and replat of all that part of Lots 6, 7, and 8, HART INDUSTRIAL PARK, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, also known as TRACT 1A, as shown on the Administrative Land Division Survey recorded May 20, 2020 as Document No. 2020R-06633, and being more particularly described by Phelps Engineering, Inc., KS CLS-82, on April 23, 2024, for project 240184, as follows:

Beginning at the Southwest corner of Lot 6, of said HART INDUSTRIAL PARK; thence N 1°41'10" W, along the West line of said Lot 6, a distance of 526.94 feet, to the Northwest corner of said Lot 6; thence N 88°13'58" E, along the North line of Lots 6 and 7, of said HART INDUSTRIAL PARK, a distance of 593.43 feet, to the Northeast corner of said Lot 7; thence S 1°46'04" E, along the East line of said Lot 7, a distance of 63.24 feet; thence S 52°25'28" E, a distance of 230.90 feet; thence S 11°02'59" W, a distance of 334.25 feet, to a point on the Southerly line of Lot 8, of said HART INDUSTRIAL PARK; thence along the Southerly line of said Lots 6, 7 and 8, of said HART INDUSTRIAL PARK, for the following two (2) courses; thence Westerly on a curve to the left, said curve having an initial tangent bearing of N 8°17'06" W, a radius of 430.00 feet, and an arc distance of 86.17 feet; thence S 88°13'58" W, a distance of 613.00 feet, to the Point of Beginning, containing 371,431 square feet or 8.5269 acres, more or less, of replatted land.

[Balance of page intentionally left blank]

**EXHIBIT C**

**TAX PAYMENT SCHEDULE**

Tax Payments (or “PILOTs”) shall be as set forth below. Tax Payments shown below do not include the school district’s capital outlay levy that cannot be abated under Kansas law.

<b>Facility Square Footage</b>	75,000
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<b>Year<sup>(a)</sup></b>	<b>Annual PILOT<sup>(b)</sup></b>	<b>Annual PILOT if L/M/WBE Failure<sup>(b)</sup></b>
1	\$19,367	\$29,050
2	19,754	29,631
3	50,373	60,447
4	51,380	61,656
5	104,816	115,297
6	106,912	117,603
7	163,576	174,481
8	166,847	177,970
9	192,875	204,221
10	196,733	208,305

<b>Business Category</b>	<b>Participation Percentage Goal Percentage of Total Construction Cost for the Project</b>
LBE	12%
MBE	6%
WBE	4%

<sup>(a)</sup> Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

<sup>(b)</sup> Does not include school district capital outlay levy.

## EXHIBIT D

### LBE/MBE/WBE PARTICIPATION AGREEMENT

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the “**Agreement**”), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”) and Mies Real Estate 6036 Speaker Road LLC (the “**Developer**”), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of an approximately 75,000 square foot manufacturing development in Kansas City, Kansas (the “**Project**”), as defined below.

#### **I. SCOPE**

A. These procedures are applicable to the Construction (as defined below) of the Project, as further described in that certain Performance Agreement between the UG and Developer, dated July 25, 2024 (the “**Performance Agreement**”), whether performed by or on behalf of Developer, including, but not limited to, all aspects of Construction of the Project and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of Developer, but not including Specialized Services.

#### **II. DEFINITIONS**

A. “**Construction**” means all aspects of the construction of the Project including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer; provided, however, “Construction” shall not include: (i) Specialized Services; and (ii) Professional Services.

B. “**Contractor**” means the Proposer selected by the Developer for the Project.

C. “**Local Business Enterprise**” (or “**LBE**”) means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. “**Minority Business Enterprise**” (or “**MBE**”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

E. “**Professional Services**” means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development and construction of the Project.

F. “**Project**” means the Construction of a new industrial facility and as legally described in Exhibit 1 to this Agreement.

**G. “Proposer”** means a construction firm that submits a proposal in response to a solicitation for proposals issued by Developer with respect to the Construction of the Project or with respect to the annual operations of the Project.

**G. “Specialized Services”** means expertise, services, or products that are only available through sole source providers or national vendors or are unique to the business of the Project.

**H. “Substantial Local Office”** means an office operated and financially supported by a firm that has sufficient space, staff and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, KS. The term “Substantial Local Office” shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

**I. “Women Business Enterprise” (or “WBE”)** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

### **III. GOALS FOR LBE/MBE/WBE PARTICIPATION.**

Developer and its Contractor will use Best Efforts to meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Construction of the Project. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not quotas or set asides.

<b>Business Category</b>	<b>Participation Percentage Goal – Percentage of Total Construction Cost for the Project</b>
LBE	12%
MBE	6%
WBE	4%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

### **IV. ELIGIBILITY FOR CREDIT**

**A.** Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women’s Business Enterprise National Council or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an “approved” business) may be counted towards the participation goals in Section III above.

**B.** In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

## V. CONSTRUCTION UTILIZATION

A. The goals set forth in Section III may be met by the expenditure of dollars with approved LBE, MBE and/or WBE businesses, contractors, labor suppliers, regular dealers, manufacturers, material suppliers, subcontractors, software vendors, consultants, other Construction-related products, suppliers, and/or services, or through joint ventures with approved LBEs, MBEs or WBEs. The participation of certified LBE, MBE and/or WBE Proposers may count toward a goal for which they qualify.

B. A joint venture involving an approved LBE, MBE, and/or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount for which the approved LBE, MBE, and/or WBE is responsible; provided that if the LBE, MBE, and/or WBE is the majority partner in such joint venture, then the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE, MBE, and/or WBE joint venture partner. To receive credit, the approved LBE, MBE, and/or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

C. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE, which also certified as an MBE or WBE, shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

D. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the agreement with such LBE, MBE or WBE. Brokering is not credited.

## VI. CONTRACT AWARD COMPLIANCE PROCEDURES

A. Solicitation Documents. The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE, MBE, and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations – Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

C. Best Efforts. For each LBE/MBE/WBE participation percentage goal that is not achieved, Developer shall be deemed to have used “**Best Efforts**” to meet such goal(s) if Developer shall have taken substantially all of the following actions:

- i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;
- ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;
- iii. Developer is providing or has provided reasonable written notice of opportunities and/or informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE, and WBE participation, where feasible;

vi. Developer is or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history;

viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs, and WBEs.

Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts. The parties acknowledge that all of the foregoing actions may not apply to every scope of the Project.

## **VII. UG'S ASSISTANCE TO PROJECT**

The UG shall use its best efforts to provide assistance to Developer and its agents so that Developer may fulfill its participation goals as set forth in this Agreement. The Developer assumes all responsibility for using Best Efforts to meet the goals and complying with the procedures and processes set forth herein. Examples of such assistance by the UG include but are not limited to:

**A.** providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;

**B.** developing and maintaining a registry of approved LBE, MBE and WBE businesses;

**C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

**D.** updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

**E.** frequently reviewing Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;

**F.** providing advice relative to utilization and compliance matters;

- G. conducting compliance reviews and audits of LBE, MBE, and WBE and participation;
- H. assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;
- I. reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with Developer and its agents; and
- J. assisting in the Developer's development of forms to document compliance with these procedures.

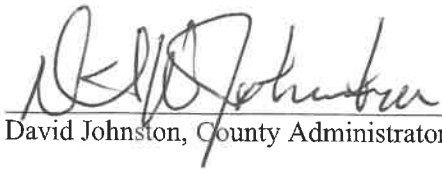
#### **VIII. DEVELOPER COMPLIANCE; RECORDS AND REPORTS.**

**A. Records.** Developer shall maintain those records as may reasonably be required to demonstrate compliance (and/or its Best Efforts to comply) with the goals and procedures set forth in this Agreement. These records shall be made available to the UG at Developer's offices during business hours and upon reasonable advance notice.

**B. Construction Utilization Plan Reports.** Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on Exhibit 2. Such information may include for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

**C. Remedies.** If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement for the Construction of the Project have not been met, and that the Best Efforts described herein have not been met, then the UG shall have, as its sole and exclusive remedies: such remedy as set forth in Section 3.11 of the Performance Agreement; and (ii) UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects undertaken by the Company in the UG.

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

By:   
David Johnston, County Administrator

Date: 8/1/2024

MIES REAL ESTATE 6036 SPEAKER ROAD LLC

By: *Todd Fender*

Name: *TODD FENDER*

Title: *Chief financial officer*

Date: *7/2/2024*

EXHIBIT 1  
Legal Description – Link

EXHIBIT 2  
Construction Utilization Plan

**EXHIBIT E**



**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.

5/1/2024

\_\_\_\_\_  
Date of Application

Mies Real Estate Holdings LLC - Holding Company

Mies Wholesale Meats Inc. - Operating Entity

Applicant (Firm Name or Name of Individual)

Telephone Number 816-743-7176  
 Fax Number \_\_\_\_\_  
 E-mail Address todd@mieswholesale.com

6036 Speaker Road, Kansas City KS 66111

Address

Todd Fender

Name of Responsible Officer

CFO

1330 Jasper Street, North Kansas City, MO 64116

Title

Address

Husch Blackwell - Will Nulton

Attorney for Applicant

Telephone Number 816-983-8372  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

Address

Underwriter or Purchaser of Bonds (If known)

Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

Address

Amount of Bonds  
Requested:

\$ 17,450,000.00

Nature of  
Project:

- Industrial
- Commercial
- Agricultural
- Pollution Control
- Other (please specify) \_\_\_\_\_

**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?

The business is a full-service distributor of fresh and frozen beef, pork, poultry, lamb and veal, along with a wide variety of food service products.

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

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C. Year and state of incorporation or formation of business entity?  
1975 KS

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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:

Mark E Mies and Gail L Mies Intervivos Trust UTA DTD 1/15/15	42.86%
Paul G Mies Intervivos Trust UTA DTD 10/12/93	42.86%
Hamm Family Trust	14.28%

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

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

Mark Mies - Retired

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Paul Mies - President

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Ryan Hamm - Vice President

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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:

No audits have been performed within the last (5) years.

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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)

- 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:

Mies Wholesale is looking at purchasing approximately 9 acres of land and building a 75,000 sq foot building, with construction starting in summer 2024. The new facility will serve as the new location for all services that are currently operating at their Kansas City, Missouri facility. These services will include, but aren't limited to, distribution and warehousing of fresh & frozen food products. The project will also include the addition of 15 new employees within a 3-year period and new equipment purchases during that same time period to support the growing operations.

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:

No, there will be no direct retail sales. They do allow employee purchases, but that would be the extent. There are no online sales either.

D. What is the street address or location of the proposed project?  
6036 Speaker Road, Kansas City KS 66111

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

HART INDUSTRIAL PARK, S14, T11, R24, ACRES 8.53, PTS L6 TO L8: LOT SPLIT: TRACT 1A

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

Real Estate	\$	637,890
Improvements	\$	
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):

The main local competitors are Sysco, US Foods, Performance Food Group, Associated Grocers, Harvest, Ben E Keith, Evco, Amigos, Queen Foods, Specialty Foods and Cargill.

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Describe the nature of the competition:

The nature of the competition is in regards to similar customers and the offering of a similar line of business. Mies is striving to expand its operations and expects that their growth will be through differentiation of services and quality of the services provided.

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

Single plant operation

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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:  
No, current facility is located in Kansas City, MO.

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J. Will the Kansas City Kansas/Wyandotte County facility be the main operation of the applicant? If not, where is the main operation located?

Yes, all operations at the Kansas City, MO facility will be consolidated to the new facility in Kansas City, KS upon building completion.

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UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

III. Nature of Improvements

A. Approximate amount requested:

Land	\$	1,450,000
Buildings	\$	14,500,000
Machinery and Equipment	\$	1,500,000
Financing Costs	\$	
Other (specify)	\$	
		<hr/>
Total		\$ 17,450,000

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

Various equipment will be needed at the project. Some will include refrigeration equipment, racking, storage components, computer equipment and material handling equipment.

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

ARCO

5015 NW Canal Street, Suite 110, Riverside, MO 64510

816-282-6324

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

51 Employees

How many new jobs will be created initially?

5-10 new jobs within the first couple of years

How many new jobs will be created ultimately?

15 new jobs within a 3-year period

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

Accounting

Selling - Sales & Service

Delivery

Warehouse - Inbound & Outbound

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

All operations will be consolidated at the new facility, so all annual revenue will be generated from the new project once the building is completed.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS**

G. What were applicant's total assets at all locations at the end of the last fiscal year?  
\$2,786,817 not including building

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H. Is the prospective location properly zoned?  
Yes, properly zoned

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If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:  
N/A

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

Additional expansion isn't expected within 3 years

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

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J. What is the estimated date for operations to begin at the project?  
Q2 2025

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**IV. The Financing**

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

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

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**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?

TBD

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What is the source of such funds?  
The company expects to use bank financing and business funds.

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UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

- D. Has the applicant consulted a prospective purchaser or underwriter to determine whether the bonds are marketable?  
No

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

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- E. If the bonds are to be privately placed, please attach the letter of intent or commitment letter relating to such sale:
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- F. Has the applicant considered conventional financing?  
Yes, company has explored various financing options.
- 

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

Yes, Tax Abatement for 10 years is being requested for the project.

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**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: Todd Fender

SIGNATURE: *Todd Fender*  
Todd Fender (May 1, 2024 09:43 CDT)

TITLE: Chief Financial Officer

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 May 1, 2024

*Todd Fender*  
Todd Fender (May 1, 2024 09:43 CDT)  
Applicant Name

By: Todd Fender  
Title: Chief Financial Officer

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Firm and Its Employees**

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Name of Firm: Mies Real Estate Holdings LLC

Description of the Firm's location or expansion in the community:

The company is looking at building a new facility at 6036 Speaker Road in Kansas City, KS. This expansion is looking to include a 75,000 sq foot building, new equipment and new jobs created. They are looking at this project being in-service around the end of Q1 2025.

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SIC 424400

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

Land \$ 1,450,000

Building and improvements \$ 14,500,000

Furniture, fixtures and equipment \$ 1,500,000

**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**      \*Additional sales of the firm compared to 2024

Year	
1	\$ 10,000,000
2	\$ 21,000,000
3	\$ 33,000,000
4	\$ 46,000,000
5	\$ 59,000,000
6	\$ 74,000,000
7	\$ 91,000,000
8	\$ 108,000,000
9	\$ 128,000,000
10	\$ 148,000,000

**Percent of sales subject to sales taxes in the:**

City	TBD	%
County	TBD	%
State	TBD	%

**Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:**      Est. 10% %

**Annual purchases of the firm:**      \*Includes Supplies, Repairs & Maintenance

Year	
1	\$ 311,000
2	\$ 337,000
3	\$ 363,000
4	\$ 392,000
5	\$ 424,000
6	\$ 458,000
7	\$ 495,000
8	\$ 534,000
9	\$ 577,000
10	\$ 623,000

**Percent of purchases subject to sales taxes in the:**

City	Est. 75%	%
County	Est. 75%	%
State	Est. 75%	%

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Annual utilities that will be used by the firm:**

Water	\$	2,400	_____
Wastewater	\$		_____
Telephone	\$	1,200	_____
Electricity	\$	78,000	_____
Gas	\$		_____
Garbage	\$		_____
Cable	\$	2,400	_____
Other	\$		_____
_____	\$		_____
_____	\$		_____
_____	\$		_____

**Year**

1	\$	84,000	_____
2	\$	86,520	_____
3	\$	89,115	_____
4	\$	91,790	_____
5	\$	94,550	_____
6	\$	97,380	_____
7	\$	100,300	_____
8	\$	103,310	_____
9	\$	106,410	_____
10	\$	109,600	_____

\*Assuming 3% increase annually

**Number of new employees moving to the county each year:**

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

**FIRM DATA SHEET**  
(To be completed by the Firm)

**Average Annual Salaries of employees:**

Year	
1	\$ 58,900
2	\$ 59,600
3	\$ 60,470
4	\$ 62,280
5	\$ 64,150
6	\$ 64,500
7	\$ 65,000
8	\$ 65,500
9	\$ 66,000
10	\$ 66,500

**Household size of a typical new worker:** 4

**Number of school age children in the household of a typical new worker:** 2

**Construction**

---

**Initial construction or expansion:**

Cost of construction at the firm's new or expanded facility: \$ 14,500,000

If construction is by an outside contractor, estimated percent profit on the cost of construction: \$ Est. 10%

Amount of taxable construction materials purchased in: \*Estimates assuming 50% is materials and 75% purchased in KS

Kansas \$ 5,437,500

The County \$ 5,437,500

The City \$ 5,437,500

Amount of taxable furniture, fixtures and equipment purchased in: \*Estimates assuming 50% purchased in KS

Kansas \$ 750,000

The County \$ 750,000

The City \$ 750,000

Total construction salaries: \$ TBD

Amount paid to an average construction worker during the construction period \$ TBD

Household size of an average construction worker: \$

Number of construction workers:

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Expansion 2:**

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:		

**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:**    Not many visitors

Year	
1	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
2	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
3	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
4	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
5	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
6	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
7	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
8	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
9	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>
10	\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>

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

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

In the City:

Anywhere in the county:







# IRB Application - Mies Wholesale

Final Audit Report

2024-05-01

Created:	2024-05-01
By:	Matthew Carlson (matthew.carlson@creativeplanning.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH4HR1HVTHhXU_lmiWa4cEn9SIZW_44sA

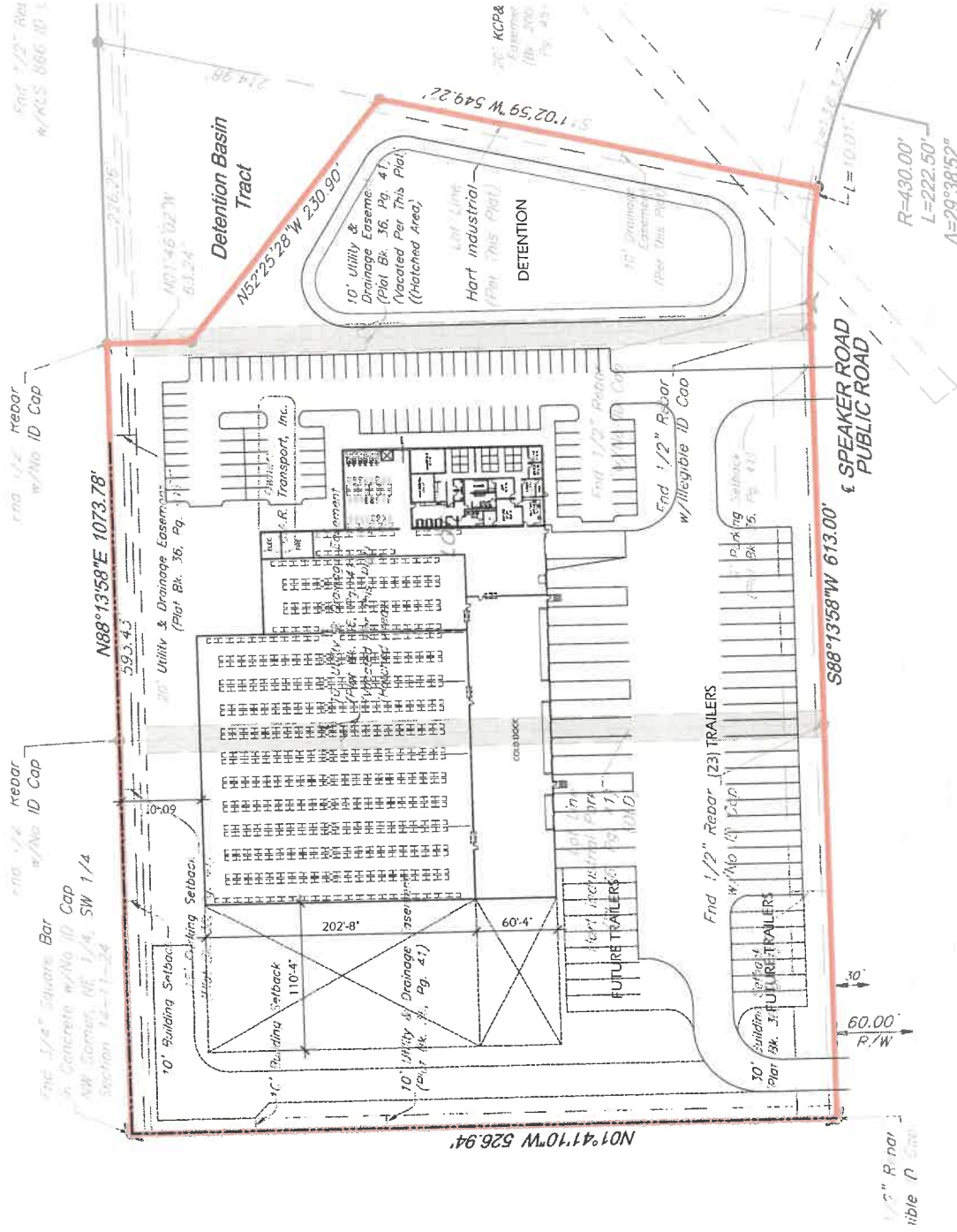
## "IRB Application - Mies Wholesale" History

-  Document created by Matthew Carlson (matthew.carlson@creativeplanning.com)  
2024-05-01 - 1:49:47 PM GMT
-  Document emailed to todd@mieswholesale.com for signature  
2024-05-01 - 1:53:36 PM GMT
-  Email viewed by todd@mieswholesale.com  
2024-05-01 - 1:55:55 PM GMT
-  Signer todd@mieswholesale.com entered name at signing as Todd Fender  
2024-05-01 - 2:42:59 PM GMT
-  Document e-signed by Todd Fender (todd@mieswholesale.com)  
Signature Date: 2024-05-01 - 2:43:01 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-01 - 2:43:01 PM GMT



PROPOSED FACILITY

GMA JOB NUMBER: GAP0008 | DATE: 02.13.2024 | SCALE: 1" = 60'-0"



A.2 | SCHEMATIC SITE PLAN





6025 S. Spangler Road  
Kansas City, KS 66111

PROJECT  
MIES FAMILY FOODS BTS COLER/FREEZER

NOT FOR CONSTRUCTION

DATE: 06/13/2024

DESIGNED BY: [Name]

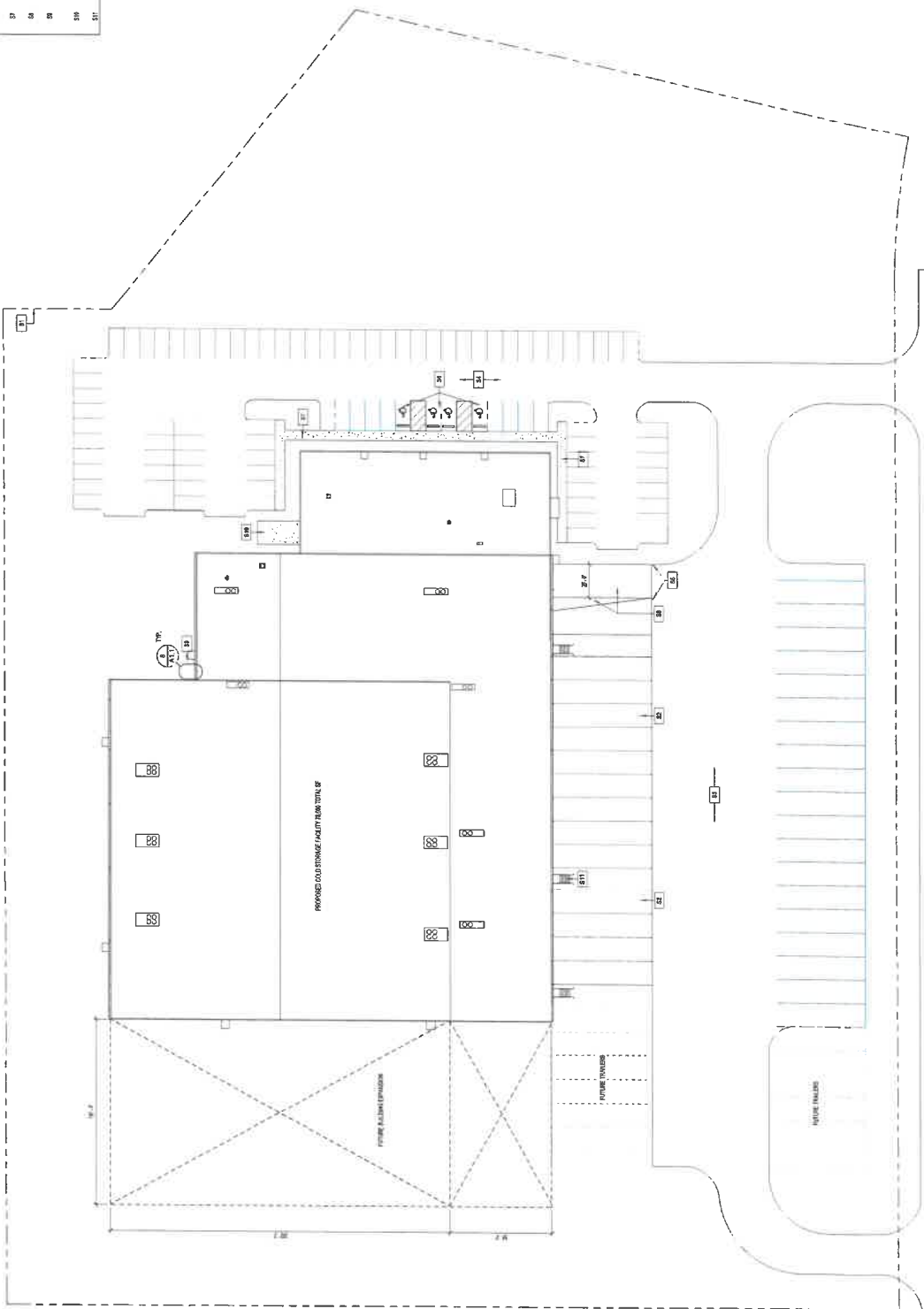
REVISIONS:

SHEET NUMBER  
A1.0

SHEET TITLE  
ARCHITECTURAL SITE PLAN

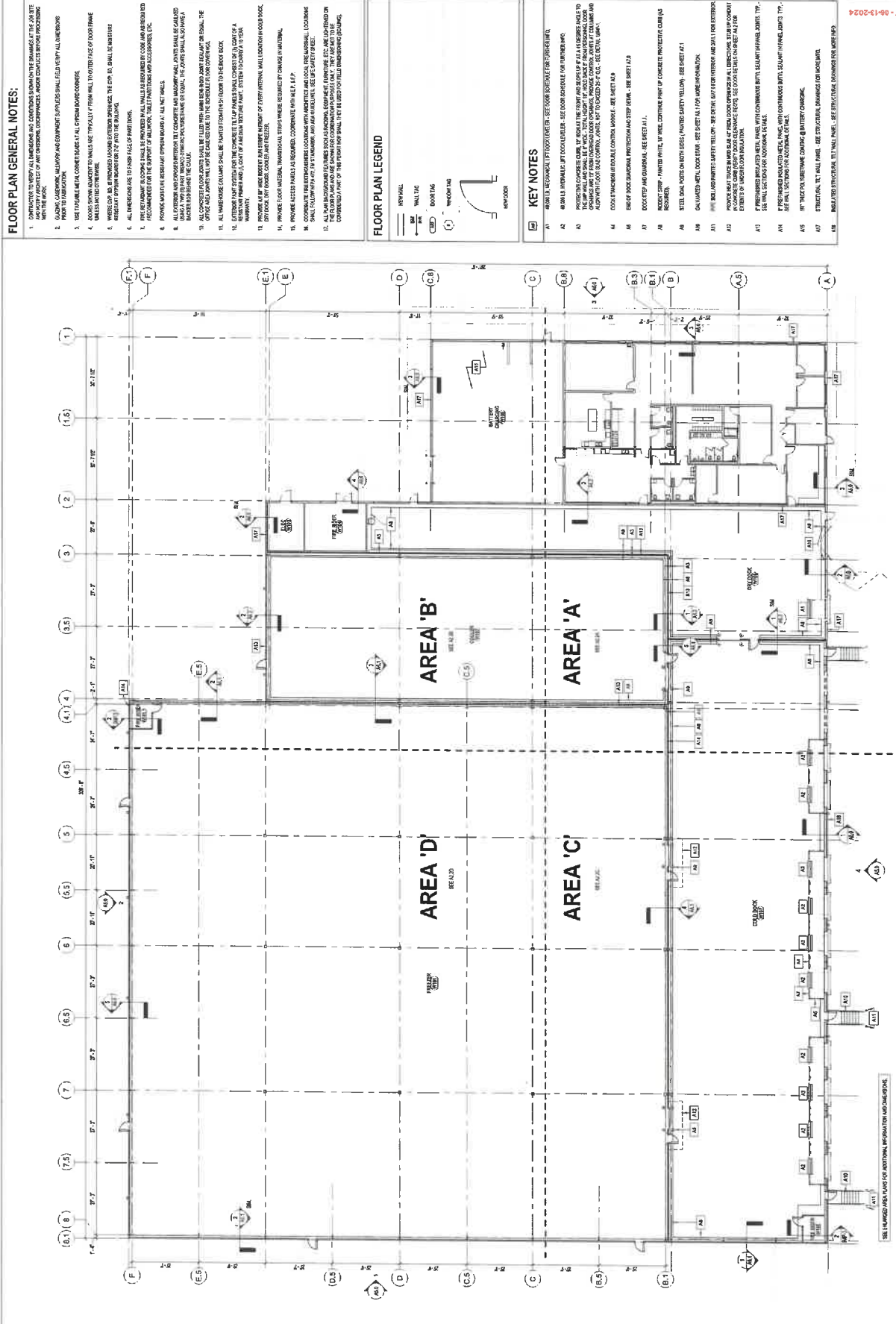
**KEY NOTES**

1. REFER TO ALL OTHER DRAWINGS.
2. CONCRETE FINISHES: SEE CIVIL DRAWINGS.
3. FINISH CONCRETE PAVING: SEE CIVIL DRAWINGS.
4. GRASS PAVING: SEE CIVIL DRAWINGS.
5. PPE STORAGE: SEE CIVIL DRAWINGS.
6. ACCESSIBLE PAVEMENT: SEE CIVIL DRAWINGS.
7. BRICK PAVED CONCRETE: SEE CIVIL DRAWINGS.
8. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF KANSAS CITY, MISSOURI, AND THE STATE OF MISSOURI.
9. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF KANSAS CITY, MISSOURI, AND THE STATE OF MISSOURI.
10. CONCRETE FOR DRIVEWAYS: SEE CIVIL DRAWINGS.
11. SEE CIVIL DRAWINGS FOR ALL OTHER NOTES.



1. ARCHITECTURAL SITE PLAN  
A1.0 1" = 32' 0"

90% QAOB SET - 06-13-2024



OVERALL FLOOR PLAN - LEVEL 1

**FLOOR PLAN GENERAL NOTES:**

1. CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH WITH 4% STEEL FIBER REINFORCEMENT. ALL CONCRETE SHALL BE CAST IN PLACE AND CURING SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
2. CHANGING, REMOVAL, AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL REPAIRS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
3. THE FINISH FLOOR SHALL BE 1/2" POLISHED CONCRETE. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
4. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
5. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
6. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
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16. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
17. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
18. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
19. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.
20. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE. THE FINISH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE CURE.

**FLOOR PLAN LEGEND**



**KEY NOTES**

- A1. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A2. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A3. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A4. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A5. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A6. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A7. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A8. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A9. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A10. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A11. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A12. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A13. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A14. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A15. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A16. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A17. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A18. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A19. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.
- A20. ALL INTERIORS SHALL BE FINISHED WITH POLISHED CONCRETE.



DATE:	10/15/2024
PROJECT:	MISS FAMILY FOODS BTS COOLER/FREEZER
DESIGNER:	ARCHITECT
CLIENT:	MISS FAMILY FOODS
LOCATION:	6036 SPEAKER ROAD, KANSAS CITY, MO 64111
SCALE:	AS SHOWN
BY:	ARCHITECT
CHECKED BY:	ARCHITECT
APPROVED BY:	ARCHITECT

PROJECT  
MISS FAMILY FOODS BTS COOLER/FREEZER  
6036 Speaker Road  
Kansas City, KS 64111

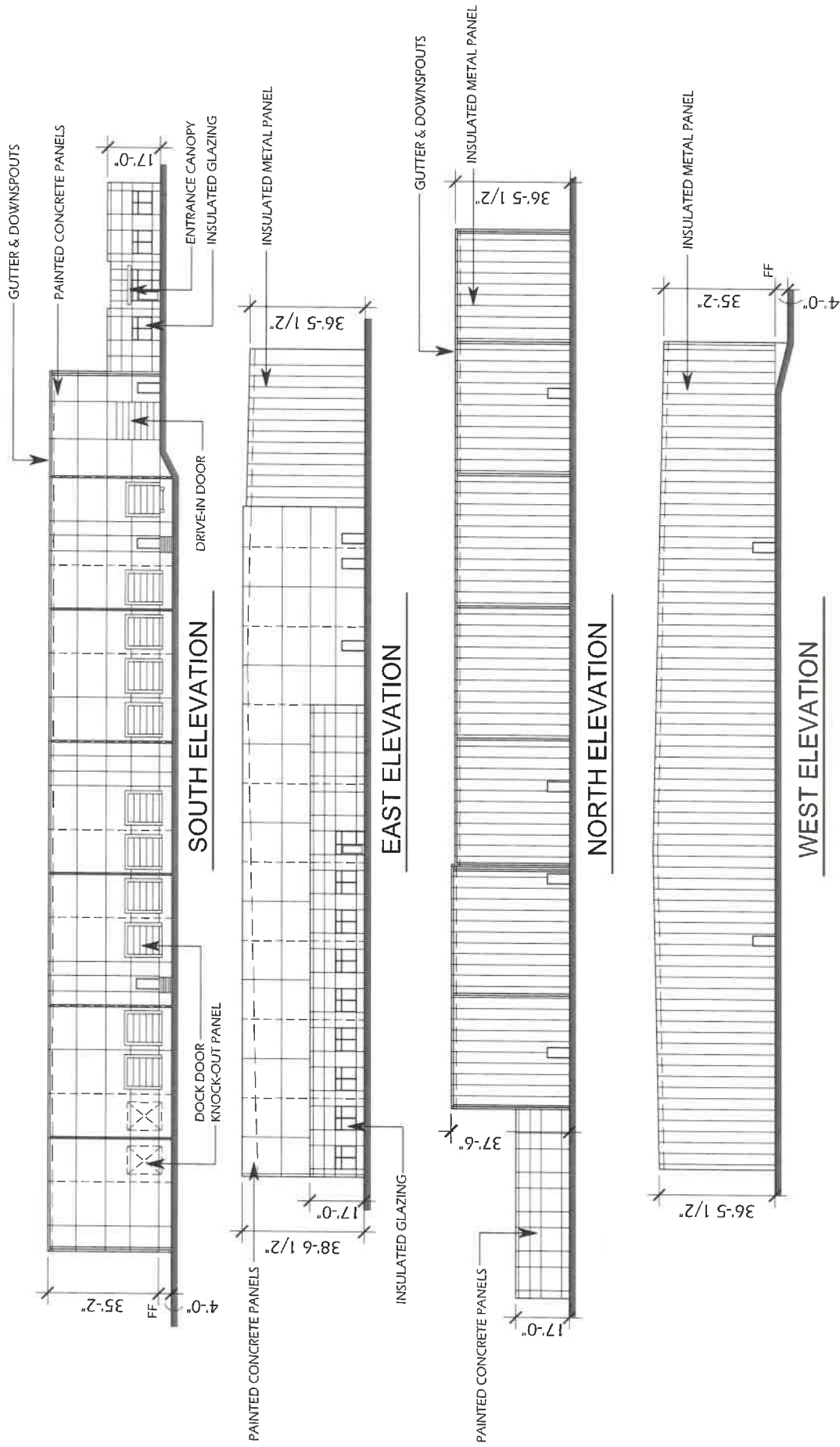
DATE:	10/15/2024
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LOCATION:	6036 SPEAKER ROAD, KANSAS CITY, MO 64111
SCALE:	AS SHOWN
BY:	ARCHITECT
CHECKED BY:	ARCHITECT
APPROVED BY:	ARCHITECT

SHEET NUMBER  
AZ.0  
OVERALL FLOOR PLAN



# PROPOSED FACILITY

GMA JOB NUMBER: GAP0008 | DATE: 02.15.2024 | SCALE: 1" = 30'-0"



**A Tax Abatement Cost-Benefit Analysis of  
Mies Wholesale Meats, Inc.  
(With LMW)  
for the Unified Government of Kansas City/Wyandotte County**

Completed by  
Municipal Consulting, LLC  
5/30/2024

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**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:

<b>Taxing Entity</b>	<b>Benefit to Cost Ratio</b>	<b>Average Return on Investment</b>
City of Kansas City	4.67	37%
Wyandotte County	2.94	19%
Turner-Kansas City USD 202	6.61	56%
KC Community College	2.12	11%
Kaw Valley Drain. Dist.	3.05	14%
WYCO Library	3.09	21%
USD 202 Rec. Comm.	3.06	21%
State of Kansas	1.81	8%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that the Unified Government will approve a variable property tax abatement for 10 years and the firm will receive a sales tax exemption on construction materials and machinery and equipment. 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. A PILOT payment is included in this analysis.

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

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:	Mies Wholesale Meats, Inc.			(With LMW)
DATE:		05/30/24		
GOVERNMENTAL ENTITIES INVOLVED:				
CITY:		City of Kansas City		
COUNTY:		Wyandotte County		
SCHOOL DISTRICT:		Turner-Kansas City USD 202		
SPECIAL TAXING DISTRICT #1		KC Community College		
SPECIAL TAXING DISTRICT #2		Kaw Valley Drain. Dist.		
SPECIAL TAXING DISTRICT #3		WY Co Library		
SPECIAL TAXING DISTRICT #4		USD 202 Rec. Comm		
STATE:		State of Kansas		
INFLATION RATE:	2.50%			
DISCOUNT RATE	7.50%			

The project includes purchase of approximately 9 acres of land at 6036 Speaker Road, Kansas City, Kansas, (located in the Hart Industrial Park) and the construction of a 75,000 square foot facility that will serve as the new location for all services that are currently provided at the company's Missouri facility. The facility will provide for the distribution and warehousing of fresh and frozen food products and other varied services. The project will locate 51 new jobs in Kansas and is expected to create 15 new jobs within a three-year period and related purchases of new equipment.

Mies Wholesale Meats, Inc (With LMW)

Community Data Inputs:										
	City of Kansas City	Wyandotte County	Turner-Kansas City USD 202	KC Community College	Kaw Valley Drain. Dist.	WY Co Library	USD 202 Rec. Comm	State		
Mill Levy	38.459533	37.313168	54.443000	26.364746	9.129000	5.444	7.000	1.500		
Sales Tax	1.625%	1.000%	n/a	n/a	n/a	n/a	n/a	6.50%		
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a	n/a	n/a	n/a		
Enterprise Rev/HsHld	\$285.15	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Franchise Fees/HsHld	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Other Revenues/Res.	\$33.07	\$53.23	n/a	\$71.29	\$97.63	\$42.78	\$7.03	\$2,462.21		
Marg. Cost/Res./Student	\$107.64	\$40.70	\$1,697.24	\$84.24	\$31.70	\$12.62	\$1.92	\$942.66		
Other Revenues/Worker	\$30.81	\$49.59	n/a	\$66.42	\$90.96	\$39.86	\$6.55	\$2,086.08		
Marginal Cost/New Worker	\$100.28	\$37.92	n/a	\$78.48	\$29.54	\$11.76	\$1.79	\$798.66		
State Funding/Pupil	n/a	n/a	\$11,325.05	n/a	n/a	n/a	n/a	\$10,800		
Federal Funding/Pupil	n/a	n/a	\$5,647.37	n/a	n/a	n/a	n/a	\$6,197		
Visitor Daily Spending	\$75.00	\$75.00						\$75.00		
Average Hotel Room Rate	\$130	\$130	Total Mill Levy:	179.653081				n/a		
Retail Pull Factor	1.07	0.94						n/a		
Percent of County Share	90.20%	100.00%						n/a		
Ann. Local Per Capita Sales Tax	\$310	\$191						n/a		
Ann. State Per Capita Sales Tax	\$926	\$948						\$1,779		
Annual Per Capita Retail Sales	\$14,253	\$14,590						\$27,367		
Average Household Size	2.71	2.72						2.49		
Avg. Wage-All Occupations	\$63,568	\$60,109						\$56,270		

Mies Wholesale Meats, In (With LMW)

Firm Data Inputs:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total	
Investment in Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450,000	
Investment in Building	\$14,500,000										\$14,500,000	
Investment in M & E	\$1,500,000										\$1,500,000	
Contingencies & Soft Costs												
Total Project Investment	\$17,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,450,000	
City Incentive of Sales Tax Exemption	\$100,547										\$100,547	
<b>Growth</b>	<b>Const. Per.</b>	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>	<b>Yr. 4</b>	<b>Yr. 5</b>	<b>Yr. 6</b>	<b>Yr. 7</b>	<b>Yr. 8</b>	<b>Yr. 9</b>	<b>Yr. 10</b>	<b>Total</b>
0.00%	\$10,000,000	\$21,000,000	\$33,000,000	\$46,000,000	\$59,000,000	\$74,000,000	\$91,000,000	\$108,000,000	\$128,000,000	\$148,000,000	\$148,000,000	\$718,000,000
Purchases	\$311,000	\$337,000	\$363,000	\$392,000	\$424,000	\$458,000	\$495,000	\$534,000	\$577,000	\$623,000	\$623,000	\$4,514,000
Net Enterprise Rev - Firm	\$0	\$26,216	\$27,003	\$27,813	\$28,647	\$29,507	\$30,392	\$31,304	\$32,243	\$33,210	\$34,206	\$300,541
Net Enterprise Rev-Employees	\$0	\$2,908	\$3,289	\$3,691	\$4,113	\$4,563	\$4,994	\$5,494	\$5,968	\$6,426	\$6,911	\$41,404
PILOT - City	\$0	\$4,339	\$4,426	\$11,286	\$11,512	\$23,484	\$23,954	\$36,650	\$37,383	\$43,214	\$44,079	\$240,327
PILOT - County	\$0	\$4,210	\$4,294	\$10,950	\$11,169	\$22,784	\$23,240	\$35,557	\$36,268	\$41,926	\$42,765	\$233,164
PILOT - State	\$0	\$169	\$173	\$440	\$449	\$934	\$934	\$1,429	\$1,458	\$1,685	\$1,719	\$9,373
PILOT - School	\$0	\$5,854	\$5,971	\$15,531	\$15,531	\$31,683	\$32,317	\$49,445	\$50,434	\$58,302	\$59,468	\$324,231
PILOT - Comm. Coll.	\$0	\$2,975	\$3,034	\$7,737	\$7,892	\$16,099	\$16,421	\$25,124	\$25,627	\$29,624	\$30,217	\$164,749
PILOT- Drain. Dist.	\$0	\$1,030	\$1,051	\$2,679	\$2,733	\$5,574	\$5,686	\$8,699	\$8,873	\$10,258	\$10,463	\$57,046
PILOT-WYCO Lib.	\$0	\$614	\$614	\$614	\$614	\$614	\$614	\$614	\$614	\$614	\$614	\$6,142
PILOT-Rec Comm	\$0	\$790	\$790	\$790	\$790	\$790	\$790	\$790	\$790	\$790	\$790	\$7,898
New Employees	51.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	66
New to the City	10.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	13
New to the County	20.4	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	27
New to the State	20.4	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	26
New students in K-12	10.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	13
New employee average salary	\$58,900	\$59,600	\$60,470	\$62,280	\$64,150	\$64,500	\$65,000	\$65,500	\$66,000	\$66,500	\$66,500	N/A
Tax Abatement-Land	90%	90%	75%	75%	50%	50%	25%	25%	15%	15%	15%	N/A
Tax Abatement-Bldg.	90%	90%	75%	75%	50%	50%	25%	25%	15%	15%	15%	N/A
Visitors	0	100	100	100	100	100	100	100	100	100	100	1,000
		<b>City</b>	<b>County</b>	<b>State</b>								
Percentage of sales taxable in the		0%	0%	0%								
Percentage of purchases taxable in the		75%	75%	75%								
Assumed Inflation Rate		2.50%										

	City	County	State
Percentage of sales taxable in the	0%	0%	0%
Percentage of purchases taxable in the	75%	75%	75%

2.50%

**COST-BENEFIT ANALYSIS PROJECT SUMMARY**

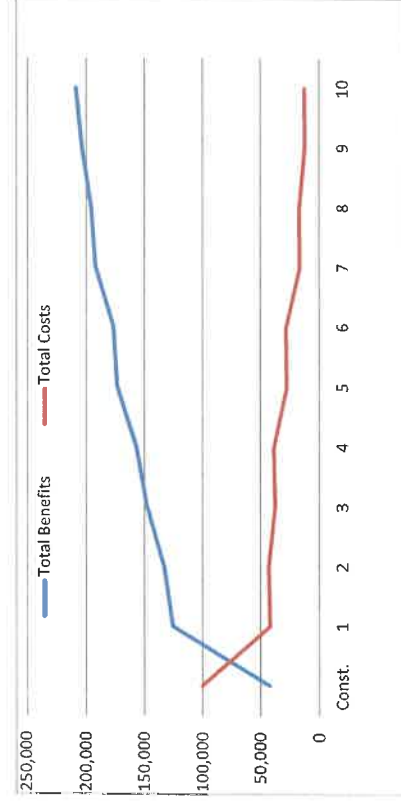
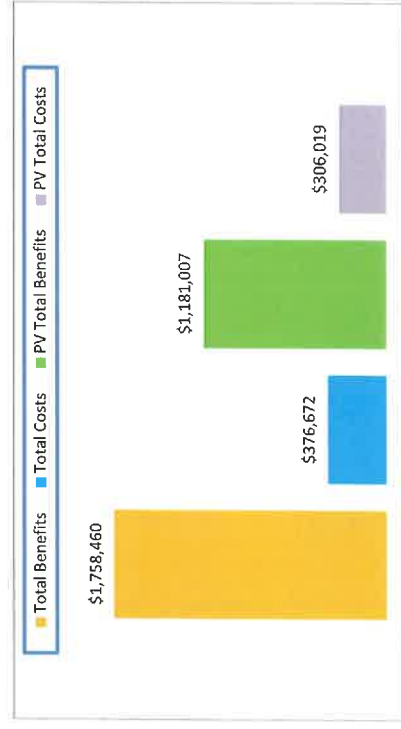
**PROJECT NAME:** Mies Wholesale Meats, (With LMW)

**DATE:** 5/30/2024

Entity	Total Benefits	Total Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Ratio of Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
	City of Kansas City	\$1,758,460	\$376,672	\$1,381,788	\$874,987	\$278,442	3.14	4.67
Wyandotte County	\$1,152,414	\$391,995	\$760,420	\$483,320	\$265,141	1.82	2.94	19%
Turner-Kansas City USD 202	\$3,463,399	\$524,184	\$2,939,215	\$1,921,829	\$214,822	8.95	6.61	56%
KC Community College	\$517,828	\$244,052	\$273,776	\$173,027	\$143,623	1.20	2.12	11%
Kaw Valley Drain. Dist.	\$207,307	\$67,906	\$139,401	\$85,456	\$42,226	2.02	3.05	14%
WY Co Library	\$117,690	\$38,080	\$79,610	\$48,612	\$25,180	1.93	3.09	21%
USD 202 Rec. Comm	\$132,918	\$43,473	\$89,445	\$89,445	\$42,736	2.09	3.06	21%
State of Kansas	\$4,960,434	\$2,743,655	\$2,216,779	\$1,460,138	\$410,359	3.56	1.81	8%

**SUMMARY OF COSTS AND BENEFITS FOR:**  
**PROJECT:** Mies Wholesale Meats, (With LMW)  
**DATE:** 5/30/2024  
**City of Kansas City**  
**DISCOUNT RATE:** 7.50%  
**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 4.67  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 3.86  
**Average ROI:** 36.68%

Year	Sales and Transient Guest Taxes	New Property Taxes	Enterprise Revenues	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Cumulative Net Benefits or Costs	Net Present Value of Benefits	Net Present Value of Incentives & Taxes Abated
Const.	42,507	0	0	0	0	42,507	42,507	0	100,547	100,547	100,547	-58,040	-58,040	100,547
1	48,379	43,392	29,269	4,339	913	126,292	117,481	2,973	39,053	42,026	39,094	84,266	78,387	36,328
2	53,515	44,260	30,441	4,426	1,028	133,669	115,668	3,346	39,834	41,180	37,365	90,489	78,303	34,469
3	58,901	45,145	31,656	11,286	1,148	148,136	119,244	3,736	33,859	37,594	30,262	110,542	88,982	27,255
4	65,338	46,048	32,918	11,512	1,273	157,088	117,628	4,143	34,536	38,679	28,963	118,409	88,665	25,860
5	67,538	46,969	33,905	23,484	1,305	173,201	120,644	4,247	23,484	37,731	19,316	145,470	101,328	16,558
6	68,326	47,908	34,922	23,954	1,337	176,448	114,331	4,353	23,954	28,307	18,342	148,141	95,990	15,521
7	69,293	48,866	35,970	36,650	1,371	192,150	115,820	4,462	12,217	16,678	10,053	175,472	105,767	7,364
8	70,287	49,844	37,049	37,383	1,405	195,967	109,870	4,573	12,461	17,034	9,551	178,933	100,328	6,987
9	71,330	50,841	37,049	43,214	1,440	203,874	106,337	4,687	7,626	12,313	6,423	191,561	99,915	3,978
10	72,410	51,857	39,305	44,079	1,476	209,128	101,468	4,805	7,779	12,583	6,105	196,545	95,362	3,774
Total	\$687,822	\$475,129	\$342,484	\$240,327	\$12,698	\$1,758,460	\$1,181,007	\$41,323	\$234,802	\$376,672	\$306,019	\$1,381,788	\$874,987	\$278,442



\* 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

**PROJECT:** Mies Wholesale Meats, (With LMW)

**DATE:** 5/30/2024 **DISCOUNT RATE:** 7.50%

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

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

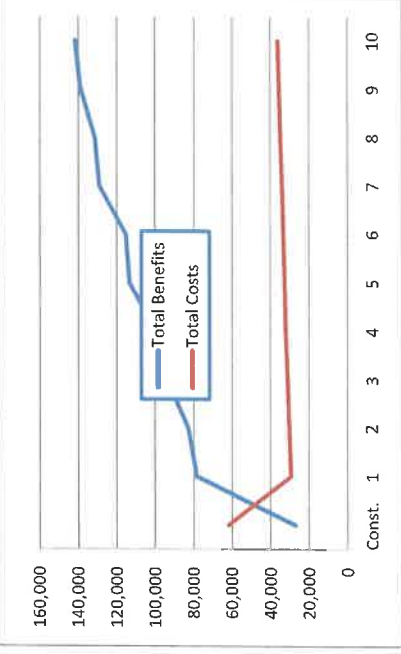
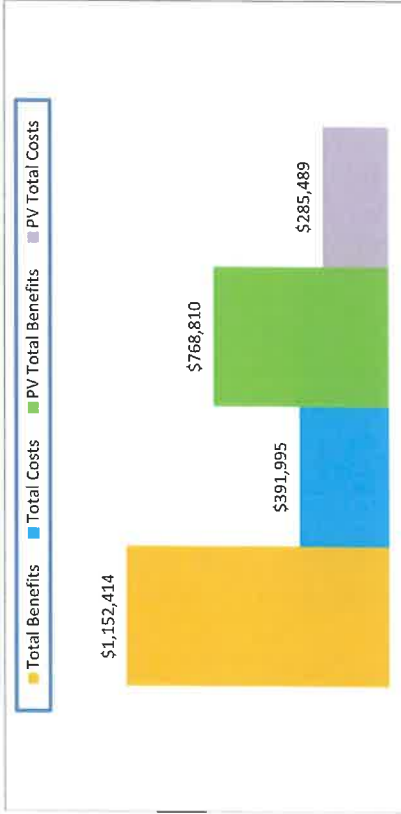
(Typical desired ratio would be 1.3 to 1) **Average ROI:**

**2.94**

**2.69**

**19.40%**

Year	Sales Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	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.	27,260	0	0	0	27,260	27,260	0	0	61,875	61,875	-34,615	-34,615	-34,615	61,875
1	29,222	42,099	4,210	2,869	78,399	72,923	2,194	27,364	29,558	27,495	48,841	14,226	45,434	25,455
2	32,377	42,940	4,294	3,229	82,840	71,684	2,469	27,911	30,380	26,289	52,459	66,686	45,395	24,153
3	35,685	43,799	10,950	3,605	94,039	75,698	2,756	28,470	31,226	25,136	62,813	129,498	50,562	22,917
4	39,642	44,675	11,169	3,998	99,484	74,494	3,057	29,039	32,096	24,033	67,388	196,887	50,460	21,744
5	40,982	45,569	22,784	4,098	113,433	79,013	3,133	29,620	32,753	22,814	80,680	277,567	56,198	20,632
6	41,451	46,480	23,240	4,200	115,371	74,756	3,212	30,212	33,424	21,657	81,947	359,514	53,099	19,576
7	42,029	47,410	35,557	4,305	129,301	77,937	3,292	30,816	34,108	20,559	95,193	454,706	57,378	18,575
8	42,623	48,358	36,268	4,413	131,662	73,823	3,374	31,433	34,807	19,516	96,855	551,561	54,307	17,624
9	43,246	49,325	41,926	4,523	139,021	72,511	3,459	32,061	35,520	18,527	103,501	655,062	53,984	16,723
10	43,893	50,312	42,765	4,636	141,606	68,706	3,545	32,703	36,248	17,587	105,358	760,420	51,119	15,867
<b>Total</b>	<b>\$418,410</b>	<b>\$460,967</b>	<b>\$233,164</b>	<b>\$39,874</b>	<b>\$1,152,414</b>	<b>\$768,810</b>	<b>\$30,491</b>	<b>\$299,628</b>	<b>\$391,995</b>	<b>\$285,489</b>	<b>\$760,420</b>	<b>\$760,420</b>	<b>\$483,320</b>	<b>\$265,141</b>



\* 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:**

Turner-Kansas City USD 202

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **6.61**

**PROJECT:** Mies Wholesale Meats, (With LMW)

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **6.12**

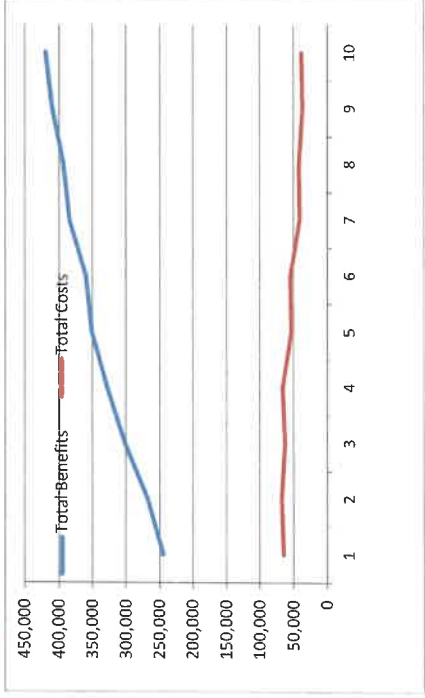
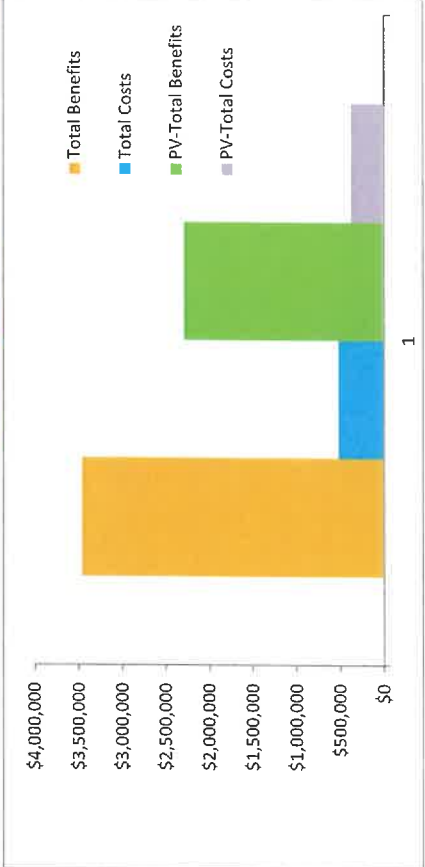
**DATE:** 5/30/2024

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **56.07%**

(Typical desired ratio would be 1.3 to 1)

Average ROI

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	DISCOUNT RATE: 7.50%		Property Taxes Abated	Total Costs	Net Present Value of Total Benefits	Net Present Value of Total Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
					Total Benefits	Additional Marginal Costs							
1	52,399	5,854	9,026	177,447	244,726	227,652	17,312	64,471	59,973	180,255	167,679	43,869	
2	53,447	5,971	9,207	199,715	268,339	232,203	19,484	67,587	58,485	381,007	173,718	41,625	
3	54,516	15,227	9,391	222,985	302,118	243,103	21,755	62,642	50,424	620,484	192,769	32,913	
4	55,606	15,531	9,578	247,294	328,010	245,614	24,126	65,831	49,294	882,663	196,320	31,229	
5	56,719	31,683	9,770	253,476	351,648	244,944	24,729	53,089	36,979	1,181,222	207,964	19,754	
6	57,853	32,317	9,965	259,813	359,949	233,233	25,348	54,274	35,168	1,486,896	198,065	18,743	
7	59,010	49,445	10,165	266,308	384,928	232,017	25,981	40,734	24,553	1,831,091	207,465	8,892	
8	60,190	50,434	10,368	272,966	393,958	220,893	26,631	41,678	23,369	2,183,371	197,524	8,437	
9	61,394	58,302	10,575	279,790	410,061	213,881	27,297	36,506	19,041	2,556,926	194,840	4,803	
10	62,622	59,468	10,787	286,785	419,661	203,617	27,979	37,372	18,133	2,939,215	185,484	4,558	
<b>Total</b>	<b>\$573,757</b>	<b>\$324,231</b>	<b>\$98,832</b>	<b>\$2,466,579</b>	<b>\$3,463,394</b>	<b>\$2,797,348</b>	<b>\$240,642</b>	<b>\$524,144</b>	<b>\$375,419</b>	<b>\$2,939,215</b>	<b>\$1,921,829</b>	<b>\$214,822</b>	



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

**PROJECT:** Mies Wholesale Meats, (With LMW)

**DATE:** 5/30/2024

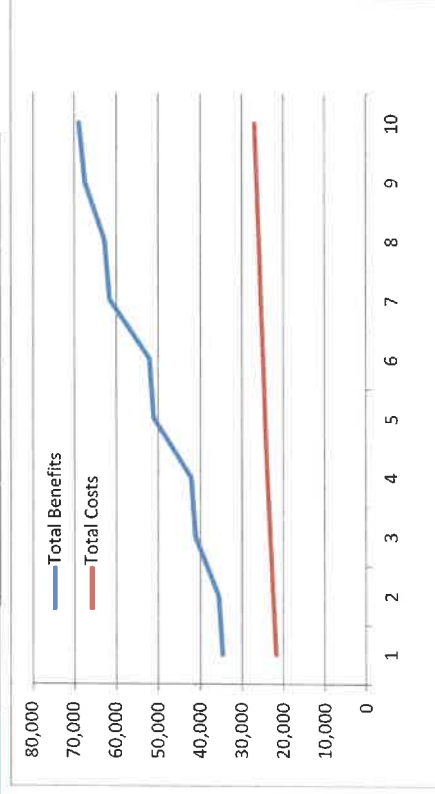
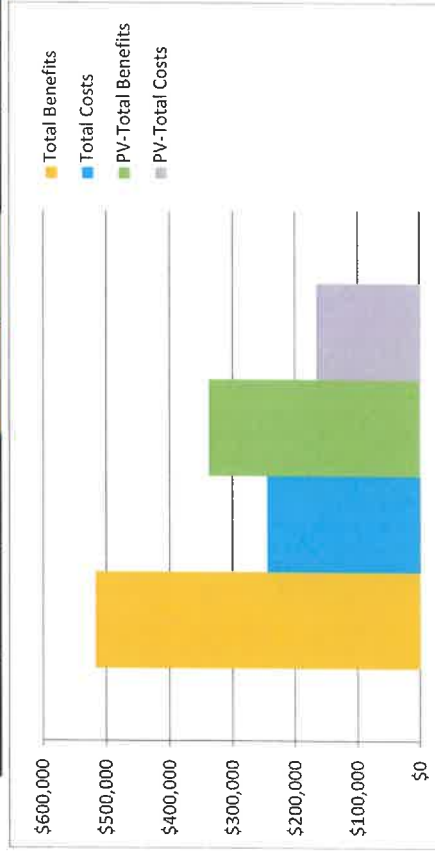
**DISCOUNT RATE:** 7.50%

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 2.12

**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 2.05

(Typical desired ratio would be 1.3 to 1) **Average ROI** 11.22%

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	29,746	2,975	1,969	34,689	32,269	2,327	19,335	21,661	20,150	13,028	13,028	12,119	17,986
2	30,341	3,034	2,216	35,591	30,798	2,619	19,722	22,340	19,332	13,251	26,279	11,466	17,066
3	30,948	7,737	2,474	41,159	33,131	2,924	20,116	23,040	18,546	18,119	44,398	14,585	16,193
4	31,567	7,882	2,744	42,202	31,601	3,242	20,518	23,761	17,792	18,442	62,840	13,809	15,364
5	32,198	16,099	2,813	51,110	35,601	3,323	20,929	24,252	16,893	26,857	89,697	18,708	14,578
6	32,842	16,421	2,883	52,146	33,788	3,406	21,347	24,754	16,039	27,392	117,089	17,749	13,832
7	33,499	25,124	2,955	61,578	37,116	3,492	21,774	25,266	15,229	36,312	153,401	21,887	13,125
8	34,169	25,627	3,029	62,824	35,226	3,579	22,210	25,789	14,460	37,035	190,437	20,766	12,453
9	34,852	29,624	3,104	67,581	35,249	3,668	22,654	26,322	13,729	41,259	231,695	21,520	11,816
10	35,549	30,217	3,182	68,948	33,453	3,760	23,107	26,867	13,036	42,081	273,776	20,417	11,211
Total	\$325,710	\$164,749	\$27,369	\$517,828	\$338,241	\$32,340	\$211,712	\$244,052	\$165,206	\$273,776	\$273,776	\$173,027	\$143,623



**SUMMARY OF COSTS AND BENEFITS FOR:**

**PROJECT:** Mies Wholesale Meats, (With LMW)

**DATE:** 5/30/2024

Kaw Valley Drain. Dist.

**DISCOUNT RATE:** 7.50%

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

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

(Typical desired ratio would be 1.3 to 1)

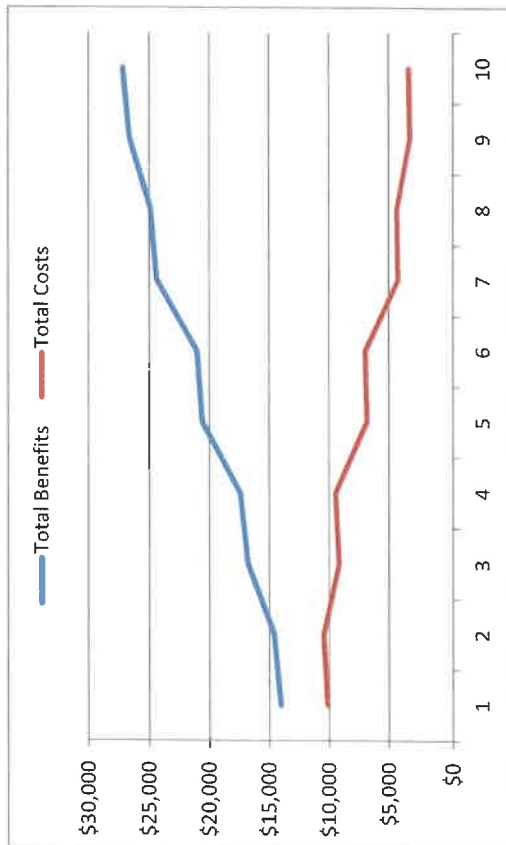
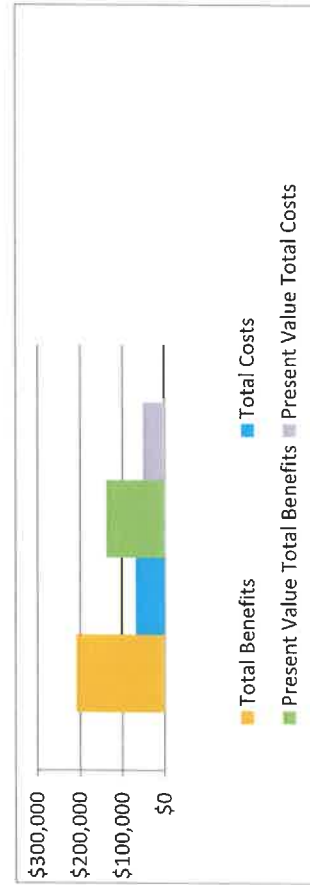
**Average ROI**

**3.05**

**2.70**

**13.69%**

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	Total Costs	District 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	\$10,300	\$1,030	\$2,696	\$14,026	\$13,048	\$876	\$10,145	\$9,270	\$9,438	\$3,881	\$3,881	\$3,881	\$3,610	\$8,623
2	\$10,506	\$1,051	\$3,035	\$14,591	\$12,626	\$986	\$10,441	\$9,455	\$9,035	\$4,150	\$4,150	\$8,031	\$3,592	\$8,182
3	\$10,716	\$2,679	\$3,388	\$16,783	\$13,510	\$1,100	\$9,137	\$8,037	\$7,355	\$7,646	\$7,646	\$15,677	\$6,155	\$6,469
4	\$10,930	\$2,733	\$3,758	\$17,421	\$13,045	\$1,220	\$9,418	\$8,198	\$7,052	\$8,003	\$8,003	\$23,680	\$5,992	\$6,138
5	\$11,149	\$5,574	\$3,852	\$20,575	\$14,332	\$1,251	\$6,825	\$5,574	\$4,754	\$13,750	\$13,750	\$37,430	\$9,578	\$3,883
6	\$11,372	\$5,686	\$3,948	\$21,006	\$13,611	\$1,282	\$6,968	\$5,686	\$4,515	\$14,038	\$14,038	\$51,467	\$9,096	\$3,684
7	\$11,599	\$8,699	\$4,047	\$24,345	\$14,674	\$1,314	\$4,214	\$2,900	\$2,540	\$20,131	\$20,131	\$71,599	\$12,134	\$1,748
8	\$11,831	\$8,873	\$4,148	\$24,853	\$13,935	\$1,347	\$4,305	\$2,958	\$2,414	\$20,548	\$20,548	\$92,147	\$11,521	\$1,658
9	\$12,068	\$10,258	\$4,252	\$26,577	\$13,862	\$1,381	\$3,191	\$1,810	\$1,664	\$23,386	\$23,386	\$115,533	\$12,198	\$944
10	\$12,309	\$10,463	\$4,358	\$27,130	\$13,163	\$1,415	\$3,262	\$1,846	\$1,582	\$23,868	\$23,868	\$139,401	\$11,581	\$896
Total	\$112,780	\$57,046	\$37,482	\$207,307	\$135,806	\$12,172	\$67,906	\$55,734	\$50,349	\$139,401	\$139,401	\$139,401	\$85,456	\$42,226

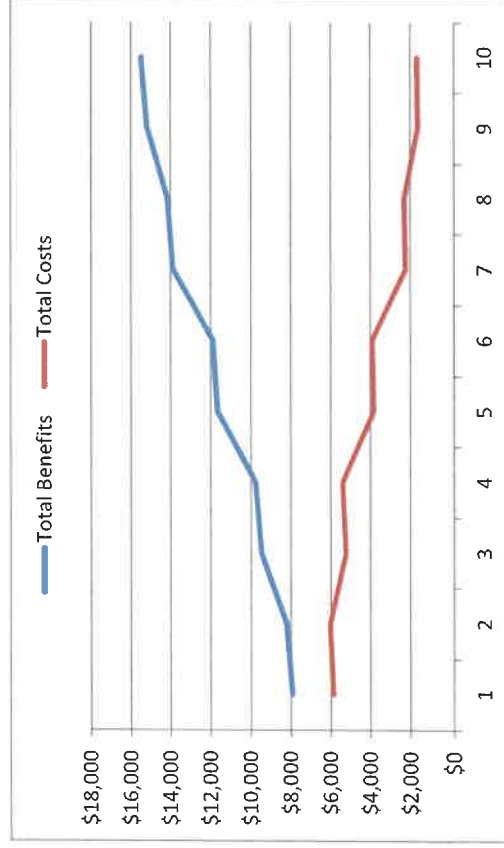
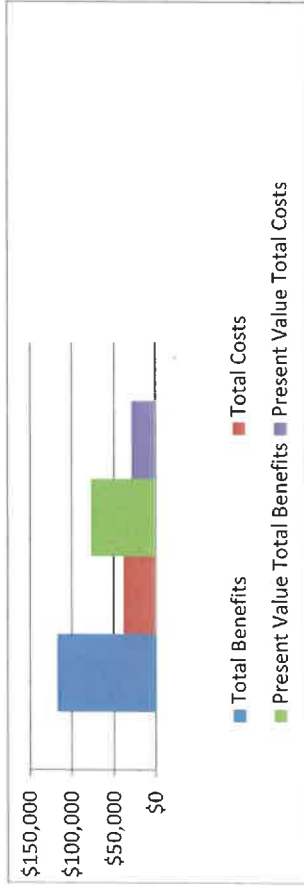


**SUMMARY OF COSTS AND BENEFITS FOR:** WY Co Library  
**PROJECT:** Mies Wholesale Meats, Inc.

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 3.09  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 2.71

**DATE:** 5/30/2024 **DISCOUNT RATE:** 7.50% **Average ROI** 20.91%

Year	District Property Taxes	District PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	Total Costs	District 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	\$6,142	\$614	\$1,181	\$7,937	\$7,384	\$349	\$5,876	\$5,528	\$5,876	\$5,466	\$2,061	\$2,061	\$1,917	\$5,142
2	\$6,265	\$626	\$1,330	\$8,221	\$7,114	\$392	\$6,031	\$5,638	\$6,031	\$5,218	\$2,190	\$4,251	\$1,895	\$4,879
3	\$6,390	\$1,597	\$1,485	\$9,472	\$7,625	\$438	\$5,231	\$4,792	\$5,231	\$4,210	\$4,242	\$8,493	\$3,414	\$3,858
4	\$6,518	\$1,629	\$1,647	\$9,794	\$7,333	\$486	\$5,374	\$4,888	\$5,374	\$4,024	\$4,420	\$12,912	\$3,309	\$3,660
5	\$6,648	\$3,324	\$1,688	\$11,660	\$8,122	\$498	\$3,822	\$3,324	\$3,822	\$2,662	\$7,838	\$20,750	\$5,459	\$2,315
6	\$6,781	\$3,391	\$1,730	\$11,901	\$7,712	\$510	\$3,901	\$3,391	\$3,901	\$2,528	\$8,000	\$28,751	\$5,184	\$2,197
7	\$6,917	\$5,187	\$1,773	\$13,877	\$8,365	\$523	\$2,252	\$1,729	\$2,252	\$1,358	\$11,625	\$40,376	\$7,007	\$1,042
8	\$7,055	\$5,291	\$1,817	\$14,164	\$7,942	\$536	\$2,300	\$1,764	\$2,300	\$1,290	\$11,864	\$52,239	\$6,652	\$989
9	\$7,196	\$6,117	\$1,863	\$15,176	\$7,915	\$550	\$1,629	\$1,079	\$1,629	\$850	\$13,546	\$65,786	\$7,066	\$563
10	\$7,340	\$6,239	\$1,909	\$15,488	\$7,515	\$563	\$1,664	\$1,101	\$1,664	\$808	\$13,824	\$79,610	\$6,707	\$534
<b>Total</b>	<b>\$67,251</b>	<b>\$34,016</b>	<b>\$16,423</b>	<b>\$117,690</b>	<b>\$77,025</b>	<b>\$4,846</b>	<b>\$38,080</b>	<b>\$33,234</b>	<b>\$38,080</b>	<b>\$28,414</b>	<b>\$79,610</b>	<b>\$79,610</b>	<b>\$48,612</b>	<b>\$25,180</b>



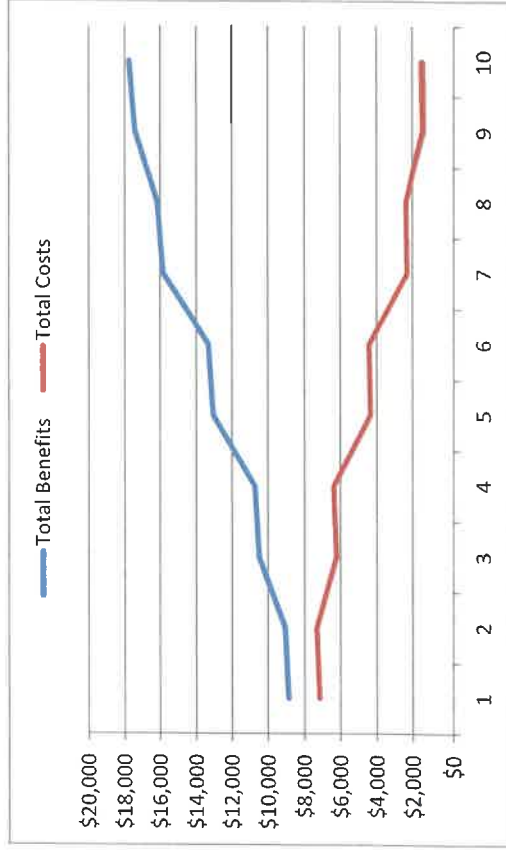
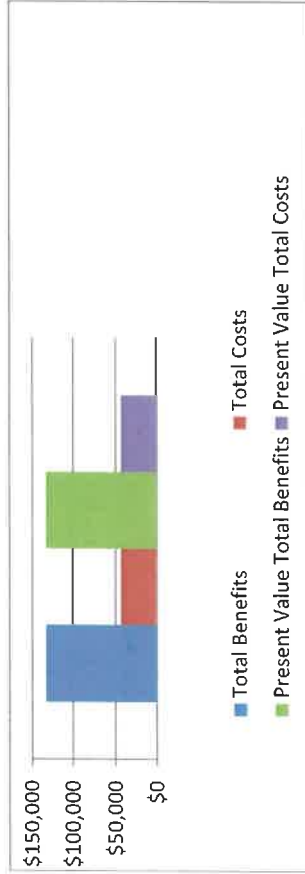
**SUMMARY OF COSTS AND BENEFITS FOR:** USD 202 Rec. Comm  
**PROJECT:** Mies Wholesale Meats, Inc.

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 3.06  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 3.06

**DATE:** 5/30/2024 **DISCOUNT RATE:** 0.00%

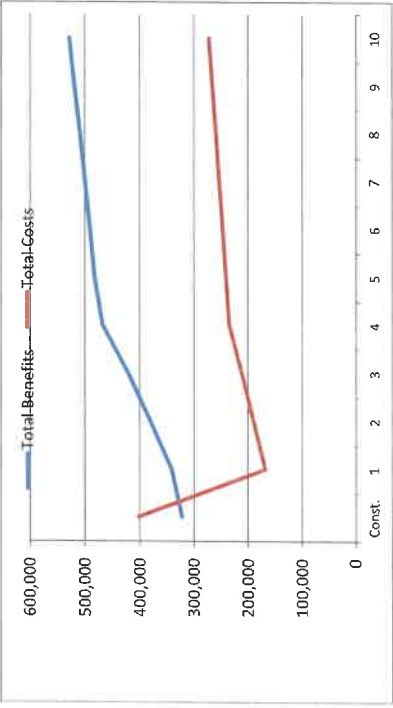
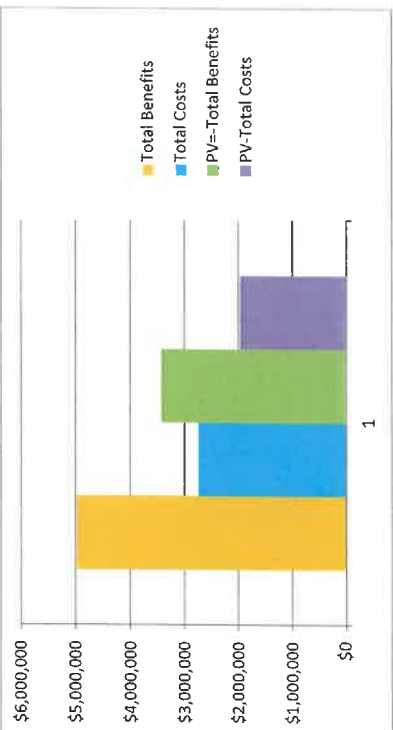
**(Typical desired ratio would be 1.3 to 1)** **Average ROI:** 20.57%

Year	District Property Taxes	District PILOT Payment	Other District Revenues	Total Benefits	Present Value of Total Benefits	Other District Costs	Total Costs	District Property Taxes Abated	Total Costs	Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$7,898	\$790	\$194	\$8,882	\$8,882	\$53	\$7,161	\$7,108	\$7,161	\$7,161	\$1,721	\$1,721	\$1,721	\$7,108
2	\$8,056	\$806	\$218	\$9,080	\$9,080	\$60	\$7,310	\$7,250	\$7,310	\$7,310	\$1,770	\$3,491	\$1,770	\$7,250
3	\$8,217	\$2,054	\$244	\$10,515	\$10,515	\$67	\$6,229	\$6,163	\$6,229	\$6,229	\$4,286	\$7,776	\$4,286	\$6,163
4	\$8,381	\$2,095	\$271	\$10,747	\$10,747	\$74	\$6,360	\$6,286	\$6,360	\$6,360	\$4,387	\$12,163	\$4,387	\$6,286
5	\$8,549	\$4,274	\$277	\$13,100	\$13,100	\$76	\$4,350	\$4,274	\$4,350	\$4,350	\$8,750	\$20,914	\$8,750	\$4,274
6	\$8,720	\$4,360	\$284	\$13,364	\$13,364	\$78	\$4,437	\$4,360	\$4,437	\$4,437	\$8,926	\$29,840	\$8,926	\$4,360
7	\$8,894	\$6,671	\$291	\$15,856	\$15,856	\$80	\$2,303	\$2,224	\$2,303	\$2,303	\$13,553	\$43,393	\$13,553	\$2,224
8	\$9,072	\$6,804	\$299	\$16,175	\$16,175	\$82	\$2,350	\$2,268	\$2,350	\$2,350	\$13,825	\$57,218	\$13,825	\$2,268
9	\$9,253	\$7,865	\$306	\$17,425	\$17,425	\$84	\$1,472	\$1,388	\$1,472	\$1,472	\$15,953	\$73,171	\$15,953	\$1,388
10	\$9,439	\$8,023	\$314	\$17,775	\$17,775	\$86	\$1,501	\$1,416	\$1,501	\$1,501	\$16,274	\$89,445	\$16,274	\$1,416
<b>Total</b>	\$86,478	\$43,742	\$2,698	\$132,918	\$132,918	\$737	\$43,473	\$42,736	\$43,473	\$43,473	\$89,445	\$89,445	\$89,445	\$42,736



**SUMMARY OF COSTS AND BENEFITS FOR:** **State of Kansas**  
**PROJECT:** **Mies Wholesale Meats, Inc. (With LMW)**  
**DATE:** **5/30/2024**

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	Property Taxes Abated	Incentives	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	Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	
																		1.81	1.74
DISCOUNT RATE: 7.50%																		Average ROI	
Ratio of Present Value of Total Benefits to Present Value of Total Costs:																		8.08%	
(Typical desired ratio would be 1.3 to 1)																			
Const.	177,190	\$0	145,000	0	0	322,190	322,190	0	\$0	\$0	\$402,188	402,188	402,188	-79,998	-79,998	-79,998	402,188	402,188	
1	145,830	\$1,692	63,082	169	130,595	341,368	317,552	49,176	118,403	\$1,100	0	168,680	156,911	172,689	92,691	160,641	1,023		
2	161,436	\$1,726	70,090	173	146,983	380,407	329,179	55,347	133,262	\$1,122	0	189,731	164,181	190,676	283,367	164,998	971		
3	177,786	\$1,761	77,462	440	164,109	421,559	339,338	61,796	148,789	\$1,144	0	211,730	170,434	209,829	493,196	168,904	921		
4	197,313	\$1,796	86,320	449	182,000	467,878	350,347	68,533	165,010	\$1,167	0	234,710	175,751	233,168	726,364	174,596	874		
5	204,213	\$1,832	88,912	916	186,550	483,422	366,035	70,246	169,135	\$1,191	0	240,577	167,573	241,850	968,215	168,463	829		
6	206,916	\$1,869	89,397	934	191,214	490,330	317,715	72,003	173,363	\$1,215	0	246,580	159,775	243,749	1,211,964	157,940	787		
7	210,191	\$1,906	90,090	1,429	195,994	499,610	301,143	73,803	177,697	\$1,239	0	252,739	152,340	246,872	1,458,835	148,803	747		
8	213,565	\$1,944	90,783	1,458	200,894	508,644	285,198	75,648	182,140	\$1,264	0	259,051	145,251	249,593	1,708,428	139,947	709		
9	217,135	\$1,983	91,476	1,685	205,916	518,196	270,282	77,539	186,693	\$1,289	0	265,521	138,491	252,675	1,961,103	131,791	672		
10	220,853	\$2,023	92,169	1,719	211,064	527,828	256,099	79,477	191,361	\$1,315	0	272,153	132,047	255,676	2,216,779	124,052	638		
Total	\$2,132,428	\$18,531	\$984,781	\$9,373	\$1,815,320	\$4,960,434	\$3,425,079	\$683,568	\$1,645,854	\$12,045	\$402,188	\$1,964,940	\$1,964,940	\$2,216,779	\$2,216,779	\$1,460,138	\$410,359		



\* 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.

**Mies Wholesale Meats, Inc. (With LMW)**  
**Other Economic Impacts of the Project**

	<b>In the First Year</b>	<b>Over 10 Years</b>
Permanent jobs created	51	66
Construction jobs created	126	0
Number of New Residents in the Community	28	36
Number of Additional Students in the Local School District	10	13
Increase in Local Personal Incomes	\$3,003,900	\$39,989,550
Increase in Local Retail Sales	\$11,033,839	\$758,012,391
Increase in the Community's Property Tax Base	\$4,512,992	\$5,393,443

Estimated Property Tax Revenue after the abatement period ends:

City	\$52,894
County	\$51,318
School	\$71,361
Comm. Coll.	\$36,260
Drain. Dist.	\$13,063
WYCO Library	\$7,487
Rec. Comm.	\$9,627
State	\$2,063
Total	\$244,073

# Mies Wholesale Meats, Inc.

(With LMW)

## Overall Cost-Benefit Summary

TAXING ENTITY	Sales		PILOT		New Property Taxes		School Federal & State Funding		Corporate & Personal Income Taxes		City Utilities & Franchise Fees		TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS		INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
	Taxes		Payment		Taxes		Funding		Taxes		Fees					Property Taxes Abated	Cost of Educating New Students			
City of Kansas City	687,822		240,327		475,129						342,484		1,745,762	12,698	1,758,460	234,802	0	41,323	276,125	1,482,335
Wyandotte County	418,410		233,164		460,957								1,112,541	39,874	1,152,414	299,628	0	30,491	330,120	822,295
Turner-Kansas City USD 202			324,231		672,589		2,466,579						3,463,399	27,369	3,463,399	283,542	240,642	0	524,184	2,939,215
KC Community College			164,749		325,710								490,459	27,369	517,828	211,712	0	32,340	244,052	273,776
Kaw Valley Drain. Dist.			57,046		112,780								169,825	37,482	207,307	55,734		12,172	67,906	139,401
WYCO Library			34,016		67,251								101,267	16,423	117,690	33,234		4,846	38,080	79,610
USD 202 Rec. Comm.			43,742		86,478								130,220	2,698	132,918	42,736		737	43,473	89,445
State of Kansas	2,132,428		9,373		18,531		0		984,781				3,145,113	1,815,320	4,960,434	12,045	1,645,854	683,568	2,341,467	2,618,966
<b>TOTALS</b>	<b>\$3,238,660</b>		<b>\$1,106,649</b>		<b>\$2,219,434</b>		<b>\$2,466,579</b>		<b>\$984,781</b>		<b>\$342,484</b>		<b>\$10,358,587</b>	<b>\$1,951,863</b>	<b>\$12,310,451</b>	<b>\$1,173,433</b>	<b>\$1,886,496</b>	<b>\$805,477</b>	<b>\$3,865,407</b>	<b>\$8,445,044</b>

## Mies Wholesale Meats, Inc. (Without LMW)

### Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	51	66
Construction jobs created	126	0
Number of New Residents in the Community	28	36
Number of Additional Students in the Local School District	10	13
Increase in Local Personal Incomes	\$3,003,900	\$39,989,550
Increase in Local Retail Sales	\$11,033,839	\$758,012,391
Increase in the Community's Property Tax Base	\$4,512,992	\$5,393,443
Estimated Property Tax Revenue after the abatement period ends:		
	City	\$52,894
	County	\$51,318
	School	\$71,361
	Comm. Coll.	\$36,260
	Drain. Dist.	\$13,063
	WYCO Library	\$7,487
	Rec. Comm.	\$9,627
	State	\$2,063
	Total	\$244,073

Mies Wholesale Meats, Inc.

(Without LMW)

Overall Cost-Benefit Summary

TAXING ENTITY	Sales Taxes		PILOT		New Property Taxes		School Federal & State Funding		Corporate & Personal Income Taxes		City Utilities & Franchise Fees		TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS		INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
			Payment								Property Taxes Abated	Cost of Educating New Students				ALL INDIRECT COSTS				
City of Kansas City	687,822		264,084		475,129							342,484	1,769,519	12,698	1,782,216	234,802		41,323	276,125	1,506,091
Wyandotte County	418,410		256,212		460,967								1,135,589	39,874	1,175,462	299,628		30,491	330,120	845,343
Turner-Kansas City USD 202			356,281		672,589		2,466,579						3,495,449		3,495,449	283,542	240,642	0	524,184	2,971,265
KC Community College			181,034		325,710								506,744	27,369	534,113	211,712		32,340	244,052	290,061
Kaw Valley Drain. Dist.			62,685		112,780								175,464	37,482	212,946	55,734		12,172	67,906	145,040
WYCO Library			37,379		67,251								104,630	16,423	121,053	33,234		4,846	38,080	82,972
USD 202 Rec. Comm.			48,066		86,478								134,544	2,698	137,242	42,736		737	43,473	93,769
State of Kansas	2,132,428		10,300		18,531				984,781				3,146,040	1,815,320	4,961,360	12,045	1,645,854	683,568	2,341,467	2,619,893
<b>TOTALS</b>	<b>\$3,238,660</b>		<b>\$1,216,040</b>		<b>\$2,219,434</b>		<b>\$2,466,579</b>		<b>\$984,781</b>			<b>\$342,484</b>	<b>\$10,467,978</b>	<b>\$1,951,863</b>	<b>\$12,419,841</b>	<b>\$1,173,433</b>	<b>\$1,886,496</b>	<b>\$805,477</b>	<b>\$3,865,407</b>	<b>\$8,554,435</b>

**A Tax Abatement Cost-Benefit Analysis of  
Mies Wholesale Meats, Inc.  
(Without LMW)  
for the Unified Government of Kansas City/Wyandotte County**

Completed by  
Municipal Consulting, LLC  
6/17/2024

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**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:

<b>Taxing Entity</b>	<b>Benefit to Cost Ratio</b>	<b>Average Return on Investment</b>
City of Kansas City	4.73	37%
Wyandotte County	3.00	20%
Turner-Kansas City USD 202	6.67	57%
KC Community College	2.19	12%
Kaw Valley Drain. Dist.	3.14	14%
WYCO Library	3.18	22%
USD 202 Rec. Comm.	3.16	22%
State of Kansas	1.81	8%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that the Unified Government will approve a variable property tax abatement for 10 years and the firm will receive a sales tax exemption on construction materials and machinery and equipment. 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. A PILOT payment is included in this analysis.

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  
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<b>COST-BENEFIT ANALYSIS PROJECT SUMMARY</b>				
<b>PROJECT NAME:</b>	<b>Mies Wholesale Meats, Inc.</b>		<b>(Without LMW)</b>	
<b>DATE:</b>	<b>06/17/24</b>			
<b>GOVERNMENTAL ENTITIES INVOLVED:</b>				
<b>CITY:</b>	<b>City of Kansas City</b>			
<b>COUNTY:</b>	<b>Wyandotte County</b>			
<b>SCHOOL DISTRICT:</b>	<b>Turner-Kansas City USD 202</b>			
<b>SPECIAL TAXING DISTRICT #1</b>	<b>KC Community College</b>			
<b>SPECIAL TAXING DISTRICT #2</b>	<b>Kaw Valley Drain. Dist.</b>			
<b>SPECIAL TAXING DISTRICT #3</b>	<b>WY Co Library</b>			
<b>SPECIAL TAXING DISTRICT #4</b>	<b>USD 202 Rec. Comm</b>			
<b>STATE:</b>	<b>State of Kansas</b>			
<b>INFLATION RATE:</b>	<b>2.50%</b>			
<b>DISCOUNT RATE</b>	<b>7.50%</b>			

The project includes purchase of approximately 9 acres of land at 6036 Speaker Road, Kansas City, Kansas, (located in the Hart Industrial Park) and the construction of a 75,000 square foot facility that will serve as the new location for all services that are currently provided at the company's Missouri facility. The facility will provide for the distribution and warehousing of fresh and frozen food products and other varied services. The project will locate 51 new jobs in Kansas and is expected to create 15 new jobs within a three-year period and related purchases of new equipment.

Mies Wholesale Meats, Inc (Without LMW)

Community Data Inputs:

	City of Kansas City	Wyandotte County	Turner-Kansas City USD 202	KC Community College	Kaw Valley Drain. Dist.	WY Co Library	USD 202 Rec. Comm	State
Mill Levy	38.459533	37.313168	54.443000	26.364746	9,129000	5,444	7,000	1,500
Sales Tax	1.625%	1.000%	n/a	n/a	n/a	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a	n/a	n/a	n/a
Enterprise Rev/HsHld	\$285.15	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$33.07	\$53.23	n/a	\$71.29	\$97.63	\$42.78	\$7.03	\$2,462.21
Marg. Cost/Res./Student	\$107.64	\$40.70	\$1,697.24	\$84.24	\$31.70	\$12.62	\$1.92	\$942.66
Other Revenues/Worker	\$30.81	\$49.59	n/a	\$66.42	\$90.96	\$39.86	\$6.55	\$2,086.08
Marginal Cost/New Worker	\$100.28	\$37.92	n/a	\$78.48	\$29.54	\$11.76	\$1.79	\$798.66
State Funding/Pupil	n/a	n/a	\$11,325.05	n/a	n/a	n/a	n/a	\$10,800
Federal Funding/Pupil	n/a	n/a	\$5,647.37	n/a	n/a	n/a	n/a	\$6,197
Visitor Daily Spending	\$75.00	\$75.00						\$75.00
Average Hotel Room Rate	\$130	\$130						n/a
Retail Pull Factor	1.07	0.94						n/a
Percent of County Share	90.20%	100.00%						n/a
Ann. Local Per Capita Sales Tax	\$310	\$191						n/a
Ann. State Per Capita Sales Tax	\$926	\$948						\$1,779
Annual Per Capita Retail Sales	\$14,253	\$14,590						\$27,367
Average Household Size	2.71	2.72						2.49
Avg. Wage-All Occupations	\$63,568	\$60,109						\$56,270
			Total Mill Levy:	179.653081				

Mies Wholesale Meats, In (Without LMW)

Firm Data Inputs:												
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total	
Investment in Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450,000	
Investment in Building											\$14,500,000	
Investment in M & E											\$1,500,000	
Contingencies & Soft Costs											\$17,450,000	
Total Project Investment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$564,609	
City Incentive of Sales Tax Exemption	\$100,547					\$407,188						
	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Growth	0.00%	\$10,000,000	\$21,000,000	\$33,000,000	\$46,000,000	\$59,000,000	\$74,000,000	\$91,000,000	\$108,000,000	\$128,000,000	\$148,000,000	\$718,000,000
Sales		\$311,000	\$337,000	\$363,000	\$392,000	\$424,000	\$458,000	\$495,000	\$534,000	\$577,000	\$623,000	\$4,514,000
Purchases		\$26,216	\$27,003	\$27,813	\$28,647	\$29,507	\$30,392	\$31,304	\$32,243	\$33,210	\$34,206	\$300,541
Net Enterprise Rev - Firm		\$2,908	\$3,289	\$3,691	\$4,113	\$4,236	\$4,363	\$4,494	\$4,629	\$4,768	\$4,911	\$41,404
Net Enterprise Rev-Employees		\$6,509	\$6,639	\$13,543	\$13,814	\$25,833	\$26,349	\$39,093	\$39,875	\$45,757	\$46,672	\$264,084
PILOT - City		\$6,315	\$6,441	\$13,140	\$13,403	\$25,063	\$25,564	\$37,928	\$38,686	\$44,393	\$45,280	\$256,212
PILOT - County		\$254	\$259	\$528	\$539	\$1,008	\$1,028	\$1,525	\$1,555	\$1,785	\$1,820	\$10,300
PILOT - State		\$8,781	\$8,957	\$18,272	\$18,637	\$34,852	\$35,549	\$52,741	\$53,796	\$61,731	\$62,966	\$356,281
PILOT - Comm. Coll.		\$4,462	\$4,551	\$9,284	\$9,470	\$17,709	\$18,063	\$26,799	\$27,335	\$31,367	\$31,994	\$181,034
PILOT - Drain. Dist.		\$1,545	\$1,576	\$3,215	\$3,279	\$6,132	\$6,254	\$9,279	\$9,465	\$10,861	\$11,078	\$62,685
PILOT-WYCO Lib.		\$921	\$921	\$921	\$921	\$921	\$921	\$921	\$921	\$921	\$921	\$9,213
PILOT-Rec Comm		\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$11,847
New Employees	51.0	5.0	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	66
New to the City	20%	10.2	1.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	13
New to the County	40%	20.4	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	27
New to the State		20.4	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	26
New students in K-12		10.2	1.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	13
New employee average salary		\$58,900	\$59,600	\$60,470	\$62,280	\$64,150	\$64,500	\$65,000	\$65,500	\$66,000	\$66,500	N/A
Tax Abatement-Land		90%	90%	75%	75%	50%	50%	25%	25%	15%	15%	N/A
Tax Abatement-Bldg.		90%	90%	75%	75%	50%	50%	25%	25%	15%	15%	N/A
Visitors	0	100	100	100	100	100	100	100	100	100	100	1,000
		City	County	State								
Percentage of sales taxable in the		0%	0%	0%								
Percentage of purchases taxable in the		75%	75%	75%								
Assumed Inflation Rate		2.50%										

**COST-BENEFIT ANALYSIS PROJECT SUMMARY**

**PROJECT NAME:** Mies Wholesale Meats, Inc.

**DATE:** 6/17/2024

**Ratio of Benefits to NPV of Net Incentives and Taxes Abated**

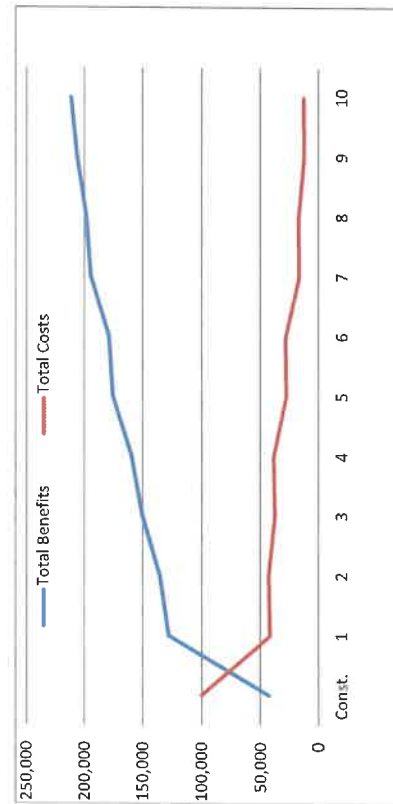
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Entity	Total		Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated		Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
	Benefits	Costs & Incentives			Abated	Abated		
City of Kansas City	\$1,782,216	\$376,672	\$1,405,544	\$891,103	\$278,442	3.20	4.73	37%
Wyandotte County	\$1,175,462	\$391,995	\$783,468	\$498,956	\$265,141	1.88	3.00	20%
Turner-Kansas City USD 202	\$3,495,449	\$524,184	\$2,971,265	\$1,943,571	\$214,822	9.05	6.67	57%
KC Community College	\$534,113	\$244,052	\$290,061	\$184,075	\$143,623	1.28	2.19	12%
Kaw Valley Drain. Dist.	\$212,946	\$67,906	\$145,040	\$89,282	\$42,226	2.11	3.14	14%
WY Co Library	\$121,053	\$38,080	\$82,972	\$50,893	\$25,180	2.02	3.18	22%
USD 202 Rec. Comm	\$137,242	\$43,473	\$93,769	\$93,769	\$42,736	2.19	3.16	22%
State of Kansas	\$4,961,360	\$2,743,655	\$2,217,705	\$1,460,767	\$410,359	3.56	1.81	8%

**SUMMARY OF COSTS AND BENEFITS FOR:** City of Kansas City  
**PROJECT:** Mies Wholesale Meats, (Without LMW)  
**DATE:** 6/17/2024

Year	Sales and Transient Guest Taxes	New Property Taxes	Enterprise Revenues	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Incentives	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Benefits	Net Present Value of Incentives & Taxes Abated	Average ROI	
																	4.73	3.91
Const.	42,507	0	0	0	0	42,507	42,507	0	100,547	0	100,547	100,547	-58,040	-58,040	-58,040	100,547		
1	48,379	43,392	29,269	6,509	913	128,461	119,499	2,973	0	39,053	42,026	39,094	86,436	28,396	80,406	36,328		
2	53,515	44,260	30,441	6,639	1,028	135,882	117,583	3,346	0	39,834	43,180	37,365	92,702	121,098	80,218	34,469		
3	58,901	45,145	31,656	13,543	1,148	150,393	121,061	3,736	0	33,859	37,594	30,262	112,799	233,897	90,799	27,255		
4	65,338	46,048	32,918	13,814	1,273	159,390	119,352	4,143	0	34,536	38,679	28,963	120,711	354,609	90,389	25,860		
5	67,538	46,969	33,905	25,833	1,305	175,549	122,280	4,247	0	23,484	27,731	19,316	147,818	502,427	102,964	16,358		
6	68,326	47,908	34,922	26,349	1,337	178,843	115,883	4,353	0	23,954	28,307	18,342	150,536	652,963	97,542	15,521		
7	69,293	48,866	35,970	39,093	1,371	194,594	117,292	4,462	0	12,217	16,678	10,053	177,916	830,879	107,240	7,364		
8	70,287	49,844	37,049	39,875	1,405	198,459	111,277	4,573	0	12,461	17,034	9,551	181,425	1,012,304	101,726	6,987		
9	71,330	50,841	37,049	45,757	1,440	206,416	107,663	4,687	0	7,626	12,313	6,423	194,103	1,206,407	101,241	3,978		
10	72,410	51,857	39,305	46,672	1,476	211,721	102,726	4,805	0	7,779	12,583	6,105	199,138	1,405,544	96,620	3,774		
Total	\$687,822	\$475,129	\$342,484	\$264,984	\$12,698	\$1,782,216	\$1,171,112	\$41,323	\$100,547	\$234,802	\$376,672	\$306,019	\$1,485,544	\$1,405,544	\$891,103	\$278,442		

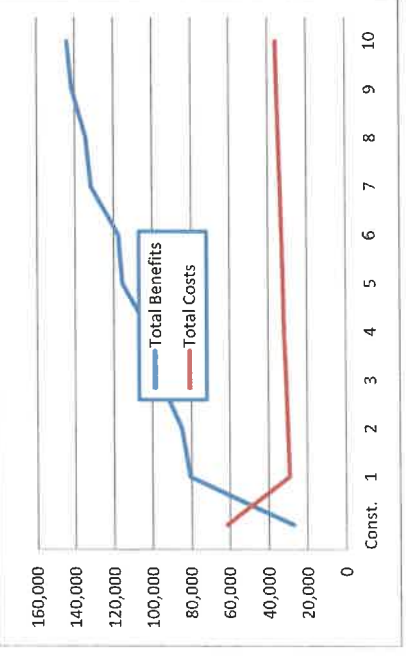
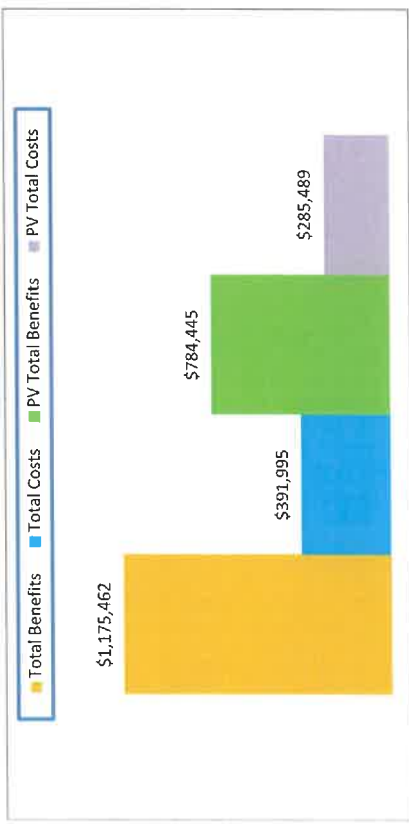
DISCOUNT RATE: 7.50% (Typical desired ratio would be 1.3 to 1)



\* 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:**  
**PROJECT:** Mies Wholesale Meats, Inc.  
**DATE:** 6/17/2024  
 Wyandotte County  
 (W/without LM/W)  
 DISCOUNT RATE: 7.50%  
 Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:  
 Ratio of Present Value of Total Benefits to Present Value of Total Costs:  
 Average ROI

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	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.	27,260	0	0	0	27,260	27,260	0	61,875	0	61,875	61,875	-34,615	-34,615	-34,615	61,875
1	29,222	42,099	6,315	2,869	80,504	74,887	2,194	0	27,364	29,558	27,495	50,946	16,331	47,392	25,455
2	32,377	42,940	6,441	3,229	84,987	73,542	2,469	0	27,911	30,380	26,289	54,606	70,937	47,253	24,153
3	35,685	43,799	13,140	3,605	96,229	77,460	2,756	0	28,470	31,226	25,136	65,003	135,940	52,325	22,917
4	39,642	44,675	13,403	3,998	101,718	76,166	3,057	0	29,039	32,096	24,033	69,622	205,562	52,133	21,744
5	40,982	45,569	25,063	4,098	115,712	80,606	3,133	0	29,620	32,753	22,814	82,959	288,520	57,785	20,632
6	41,451	46,480	25,564	4,200	117,695	76,262	3,212	0	30,212	33,424	21,657	84,271	372,791	54,604	19,576
7	42,029	47,410	37,928	4,305	131,672	79,366	3,292	0	30,816	34,108	20,559	97,563	470,355	58,807	18,575
8	42,623	48,358	38,686	4,413	134,080	75,175	3,374	0	31,433	34,807	19,516	99,273	569,627	55,662	17,624
9	43,246	49,325	44,393	4,523	141,487	73,797	3,459	0	32,061	35,570	18,527	105,967	675,594	55,271	16,723
10	43,893	50,312	45,280	4,636	144,121	69,927	3,545	0	32,703	36,248	17,587	107,873	783,468	52,340	15,867
Total	\$418,410	\$460,967	\$256,212	\$39,874	\$1,175,462	\$784,445	\$30,491	\$61,875	\$299,628	\$991,995	\$285,489	\$783,468	\$783,468	\$498,956	\$265,141



\* 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:**

**PROJECT:** Mies Wholesale Meats, Inc.

**DATE:** 6/17/2024

Turner-Kansas City USD 202

(Without LMW)

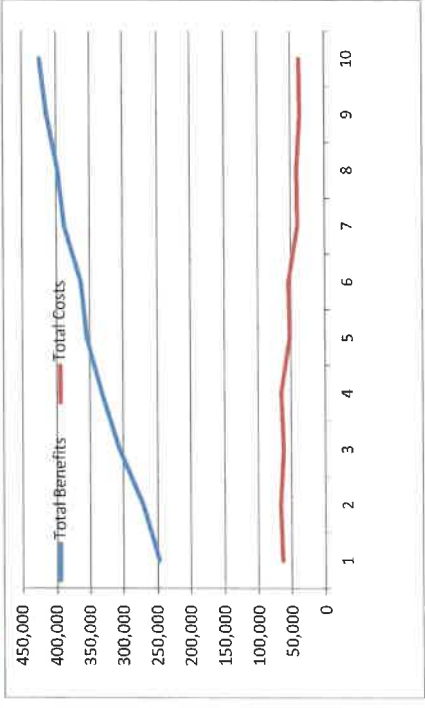
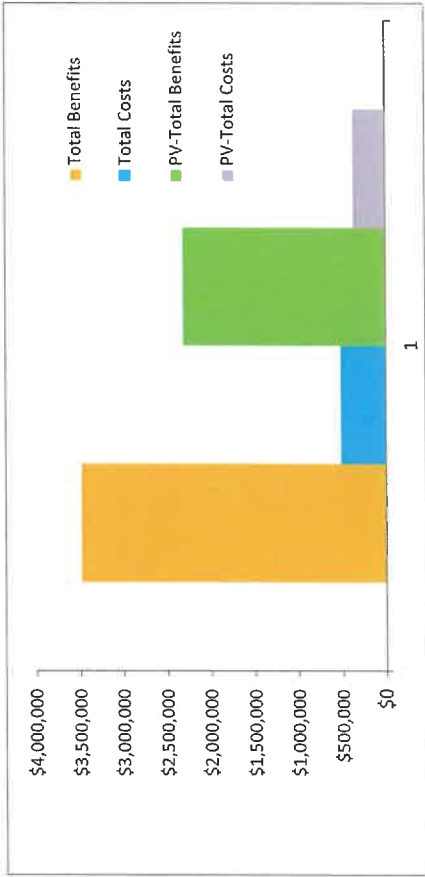
**DISCOUNT RATE:** 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **6.67**

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **6.18**

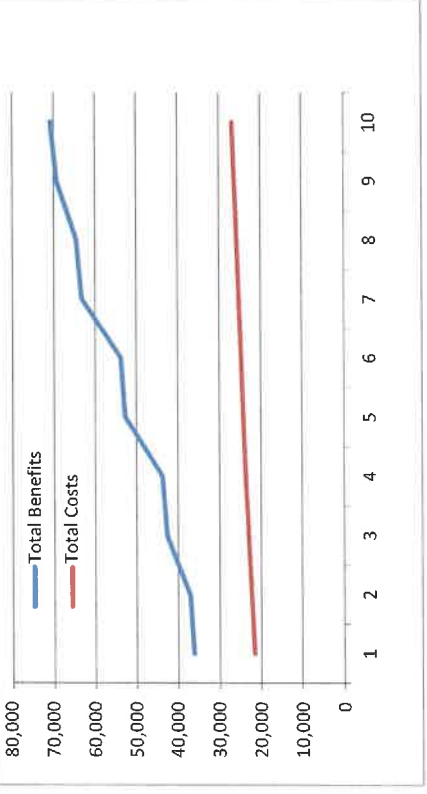
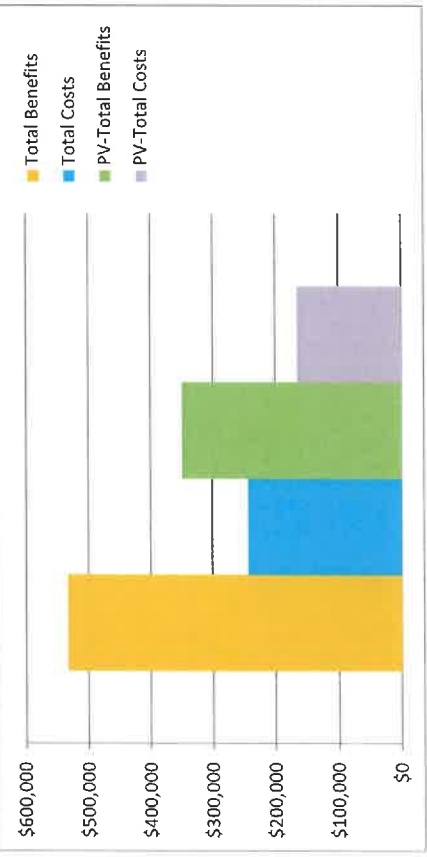
(Typical desired ratio would be 1.3 to 1) **Average ROI** **56.68%**

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	52,399	8,781	9,026	177,447	247,653	230,375	17,312	47,159	64,471	59,973	183,182	183,182	170,402	43,869
2	53,447	8,957	9,207	199,715	271,325	234,786	19,484	48,102	67,587	58,485	203,738	386,920	176,301	41,625
3	54,516	18,272	9,391	222,985	305,163	245,644	21,755	40,887	67,642	50,424	242,522	629,442	195,220	32,913
4	55,606	18,637	9,578	247,294	331,116	247,940	24,126	41,705	65,831	49,294	265,285	894,726	198,645	31,229
5	56,719	34,852	9,770	253,476	354,816	247,150	24,729	28,359	53,089	36,979	301,728	1,196,454	210,171	19,754
6	57,853	35,549	9,965	259,813	363,180	235,327	25,348	28,926	54,274	35,168	308,906	1,505,360	200,159	18,743
7	59,010	52,741	10,165	266,308	388,225	234,004	25,981	14,753	40,734	24,553	347,491	1,852,851	209,452	8,892
8	60,190	53,796	10,368	272,966	397,320	222,778	26,631	15,048	41,678	23,369	355,642	2,208,493	199,409	8,437
9	61,394	61,731	10,575	279,790	413,491	215,670	27,297	9,209	36,506	19,041	376,985	2,585,478	196,629	4,803
10	62,622	62,966	10,787	286,785	423,160	205,314	27,979	9,393	37,372	18,133	385,787	2,971,265	187,182	4,558
<b>Total</b>	<b>\$573,757</b>	<b>\$356,281</b>	<b>\$98,832</b>	<b>\$2,466,579</b>	<b>\$3,495,449</b>	<b>\$2,318,940</b>	<b>\$240,642</b>	<b>\$283,542</b>	<b>\$534,184</b>	<b>\$375,419</b>	<b>\$2,971,265</b>	<b>\$2,971,265</b>	<b>\$1,943,571</b>	<b>\$214,822</b>



**SUMMARY OF COSTS AND BENEFITS FOR:** Mies Wholesale Meats, Inc. **KC Community College** **2.19**  
**PROJECT:** 6/17/2024 (Without LMW) **(Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.11**  
**DATE:** 7.50% **Average ROI 11.89%**

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	29,746	4,462	1,969	36,177	33,653	2,327	19,335	21,661	20,150	14,515	14,515	13,503	17,986
2	30,341	4,551	2,216	37,108	32,111	2,619	19,722	22,340	19,332	14,768	29,283	12,779	17,066
3	30,948	9,284	2,474	42,706	34,377	2,924	20,116	23,040	18,546	19,667	48,950	15,831	16,193
4	31,567	9,470	2,744	43,781	32,783	3,242	20,518	23,761	17,792	20,020	68,970	14,991	15,364
5	32,198	17,709	2,813	52,719	36,772	3,323	20,929	24,252	16,893	28,467	97,437	19,829	14,578
6	32,842	18,063	2,883	53,788	34,852	3,406	21,347	24,754	16,039	29,034	126,471	18,813	13,832
7	33,499	26,799	2,955	63,253	38,126	3,492	21,774	25,266	15,229	37,987	164,458	22,897	13,125
8	34,169	27,335	3,029	64,533	36,184	3,579	22,210	25,789	14,460	38,744	203,202	21,724	12,453
9	34,852	31,367	3,104	69,324	36,158	3,668	22,654	26,322	13,729	43,001	246,203	22,429	11,816
10	35,549	31,994	3,182	70,726	34,316	3,760	23,107	26,867	13,036	43,858	290,061	21,280	11,211
Total	\$325,710	\$181,034	\$27,369	\$534,113	\$349,251	\$32,340	\$211,712	\$344,052	\$165,206	\$290,061	\$290,061	\$184,075	\$143,623



**SUMMARY OF COSTS AND BENEFITS FOR:**

**PROJECT:** Mies Wholesale Meats, Inc.

Kaw Valley Drain. Dist.

(Without LMW)

**DATE:** 6/17/2024

**DISCOUNT RATE:** 7.50%

(Typical desired ratio would be 1.3 to 1)

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

3.14

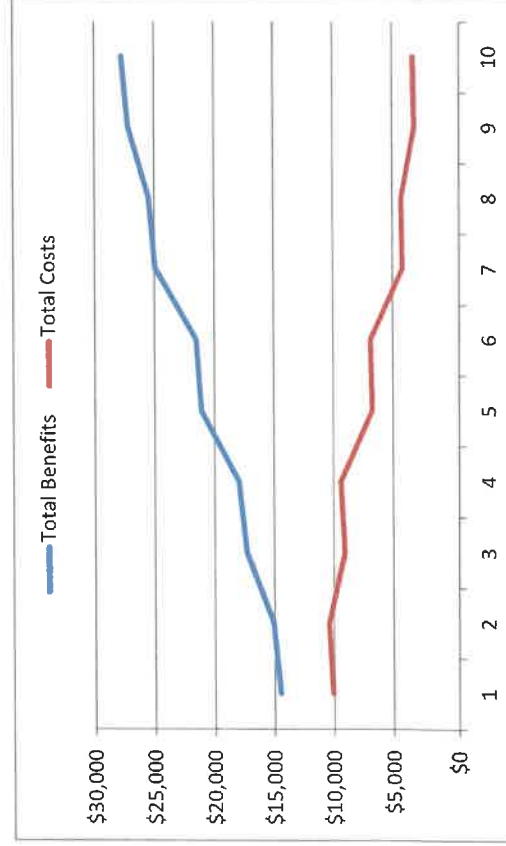
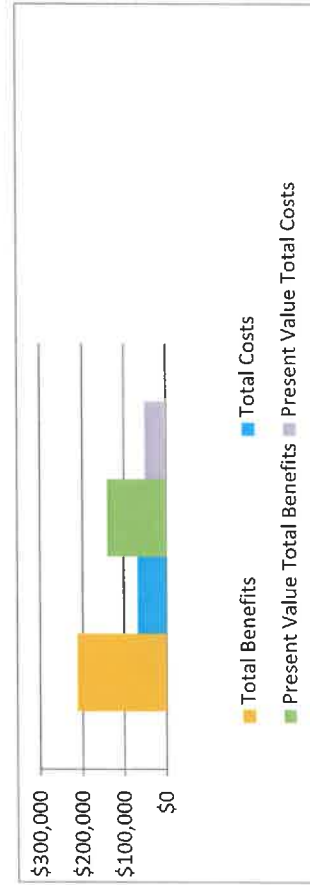
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:**

2.77

**Average ROI**

14.24%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District 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	\$10,300	\$1,545	\$2,696	\$14,541	\$13,527	\$876	\$9,270	\$10,145	\$9,438	\$4,396	\$4,396	\$4,089	\$8,623
2	\$10,506	\$1,576	\$3,035	\$15,116	\$13,081	\$986	\$9,455	\$10,441	\$9,035	\$4,676	\$9,071	\$4,046	\$8,182
3	\$10,716	\$3,215	\$3,388	\$17,319	\$13,941	\$1,100	\$8,037	\$9,137	\$7,355	\$8,182	\$17,253	\$6,586	\$6,469
4	\$10,930	\$3,279	\$3,758	\$17,967	\$13,454	\$1,220	\$8,198	\$9,418	\$7,052	\$8,549	\$25,802	\$6,402	\$6,138
5	\$11,149	\$6,132	\$3,852	\$21,132	\$14,720	\$1,251	\$5,574	\$6,825	\$4,754	\$14,307	\$40,110	\$9,966	\$3,883
6	\$11,372	\$6,254	\$3,948	\$21,574	\$13,979	\$1,282	\$5,686	\$6,968	\$4,515	\$14,606	\$54,716	\$9,464	\$3,684
7	\$11,599	\$9,279	\$4,047	\$24,925	\$15,024	\$1,314	\$2,900	\$4,214	\$2,540	\$20,711	\$75,427	\$12,484	\$1,748
8	\$11,831	\$9,465	\$4,148	\$25,444	\$14,267	\$1,347	\$2,958	\$4,305	\$2,414	\$21,139	\$96,567	\$11,853	\$1,658
9	\$12,068	\$10,861	\$4,252	\$27,181	\$14,177	\$1,381	\$1,810	\$3,191	\$1,664	\$23,990	\$120,556	\$12,513	\$944
10	\$12,309	\$11,078	\$4,358	\$27,745	\$13,462	\$1,415	\$1,846	\$3,262	\$1,582	\$24,484	\$145,040	\$11,879	\$896
<b>Total</b>	<b>\$112,780</b>	<b>\$62,685</b>	<b>\$37,482</b>	<b>\$212,946</b>	<b>\$139,631</b>	<b>\$12,172</b>	<b>\$55,734</b>	<b>\$67,906</b>	<b>\$50,349</b>	<b>\$145,040</b>	<b>\$145,040</b>	<b>\$89,282</b>	<b>\$42,226</b>



**SUMMARY OF COSTS AND BENEFITS FOR: WY Co Library**

**PROJECT: Mies Wholesale Meats, Inc. (Without LMW)**

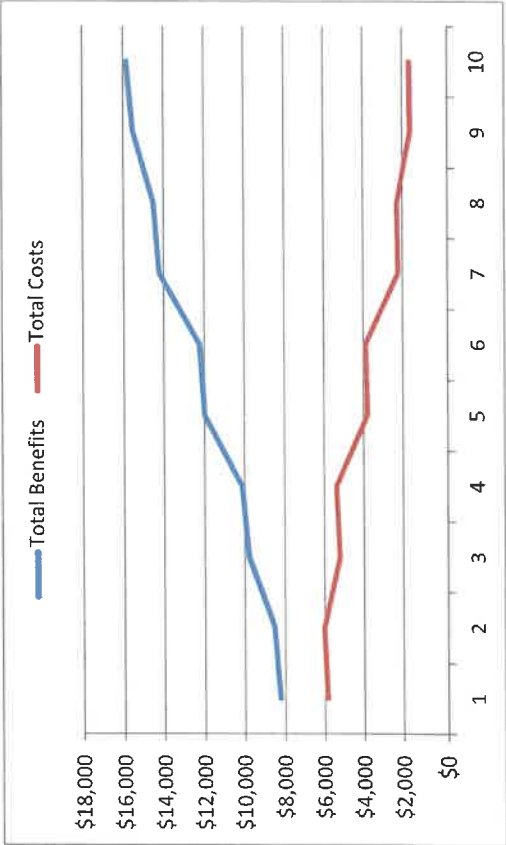
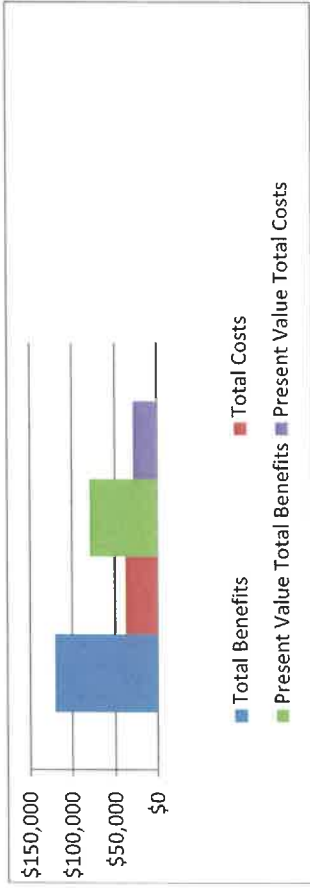
**DATE: 6/17/2024**      **DISCOUNT RATE: 7.50%**      **Average ROI: 21.79%**

Year	District Property Taxes	District PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District 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	\$6,142	\$921	\$1,181	\$8,245	\$7,669	\$349	\$5,528	\$5,876	\$5,466	\$2,368	\$2,368	\$2,203	\$5,142
2	\$6,265	\$940	\$1,330	\$8,534	\$7,385	\$392	\$5,638	\$6,031	\$5,218	\$2,504	\$4,872	\$2,166	\$4,879
3	\$6,390	\$1,917	\$1,485	\$9,792	\$7,882	\$438	\$4,792	\$5,231	\$4,210	\$4,561	\$9,433	\$3,671	\$3,858
4	\$6,518	\$1,955	\$1,647	\$10,120	\$7,578	\$486	\$4,888	\$5,374	\$4,024	\$4,745	\$14,178	\$3,553	\$3,660
5	\$6,648	\$3,656	\$1,688	\$11,992	\$8,353	\$498	\$3,324	\$3,822	\$2,662	\$8,170	\$22,348	\$5,691	\$2,315
6	\$6,781	\$3,730	\$1,730	\$12,240	\$7,931	\$510	\$3,391	\$3,901	\$2,528	\$8,339	\$30,688	\$5,404	\$2,197
7	\$6,917	\$5,533	\$1,773	\$14,223	\$8,573	\$523	\$1,729	\$2,252	\$1,358	\$11,971	\$42,658	\$7,215	\$1,042
8	\$7,055	\$5,644	\$1,817	\$14,516	\$8,139	\$536	\$1,764	\$2,300	\$1,290	\$12,216	\$54,875	\$6,850	\$989
9	\$7,196	\$6,476	\$1,863	\$15,535	\$8,103	\$550	\$1,079	\$1,629	\$850	\$13,906	\$68,781	\$7,253	\$563
10	\$7,340	\$6,606	\$1,909	\$15,855	\$7,693	\$563	\$1,101	\$1,664	\$808	\$14,191	\$82,972	\$6,885	\$534
<b>Total</b>				\$121,053	\$79,306	\$4,846	\$33,234	\$38,080	\$28,414	\$82,972	\$82,972	\$50,893	\$25,180

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 3.18**

**Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.79**

(Typical desired ratio would be 1.3 to 1)



**SUMMARY OF COSTS AND BENEFITS FOR: USD 202 Rec. Comm**

**PROJECT:** Mies Wholesale Meats, Inc. (Without LMW)

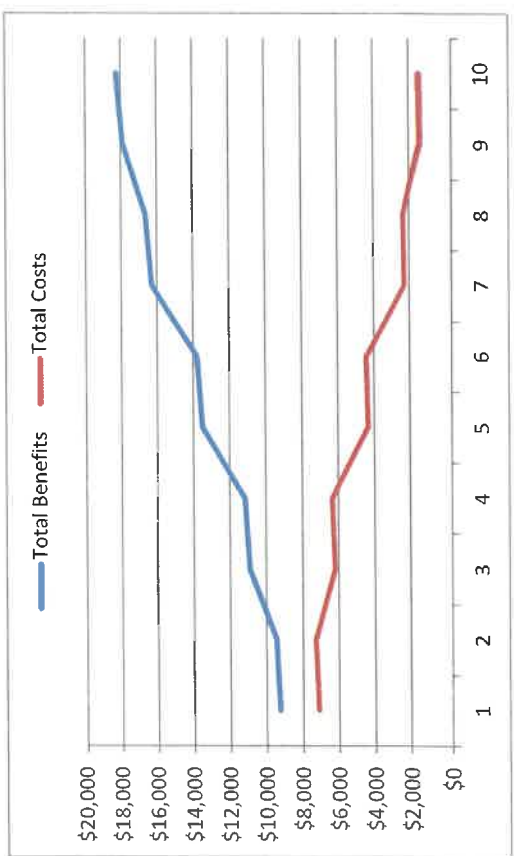
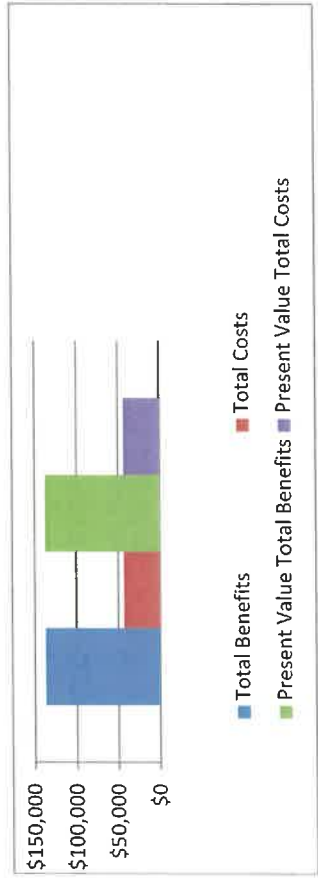
**DATE:** 6/17/2024 **DISCOUNT RATE:** 0.00%

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 3.16

**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 3.16

(Typical desired ratio would be 1.3 to 1) **Average ROI** 21.57%

Year	District Property Taxes	District PILOT Payment	Other District Revenues	Total Benefits	Present Value of Total Benefits	Other District Costs	Total Costs	District Property Taxes Abated	Total Costs	Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$7,898	\$1,185	\$194	\$9,276	\$9,276	\$53	\$7,161	\$7,108	\$7,161	\$7,161	\$2,116	\$2,116	\$2,116	\$7,108
2	\$8,056	\$1,208	\$218	\$9,482	\$9,482	\$60	\$7,310	\$7,250	\$7,310	\$7,310	\$2,173	\$4,288	\$2,173	\$7,250
3	\$8,217	\$2,465	\$244	\$10,926	\$10,926	\$67	\$6,229	\$6,163	\$6,229	\$6,229	\$4,697	\$8,985	\$4,697	\$6,163
4	\$8,381	\$2,514	\$271	\$11,166	\$11,166	\$74	\$6,360	\$6,286	\$6,360	\$6,360	\$4,806	\$13,791	\$4,806	\$6,286
5	\$8,549	\$4,702	\$277	\$13,528	\$13,528	\$76	\$4,350	\$4,274	\$4,350	\$4,350	\$9,178	\$22,969	\$9,178	\$4,274
6	\$8,720	\$4,796	\$284	\$13,800	\$13,800	\$78	\$4,437	\$4,360	\$4,437	\$4,437	\$9,362	\$32,331	\$9,362	\$4,360
7	\$8,894	\$7,115	\$291	\$16,301	\$16,301	\$80	\$2,303	\$2,224	\$2,303	\$2,303	\$13,998	\$46,329	\$13,998	\$2,224
8	\$9,072	\$7,258	\$299	\$16,628	\$16,628	\$82	\$2,350	\$2,268	\$2,350	\$2,350	\$14,279	\$60,607	\$14,279	\$2,268
9	\$9,253	\$8,328	\$306	\$17,888	\$17,888	\$84	\$1,472	\$1,388	\$1,472	\$1,472	\$16,416	\$77,023	\$16,416	\$1,388
10	\$9,439	\$8,495	\$314	\$18,247	\$18,247	\$86	\$1,501	\$1,416	\$1,501	\$1,501	\$16,745	\$93,769	\$16,745	\$1,416
<b>Total</b>	<b>\$86,478</b>	<b>\$48,066</b>	<b>\$2,698</b>	<b>\$137,242</b>	<b>\$137,242</b>	<b>\$737</b>	<b>\$43,473</b>	<b>\$42,736</b>	<b>\$43,473</b>	<b>\$43,473</b>	<b>\$93,769</b>	<b>\$93,769</b>	<b>\$93,769</b>	<b>\$42,736</b>



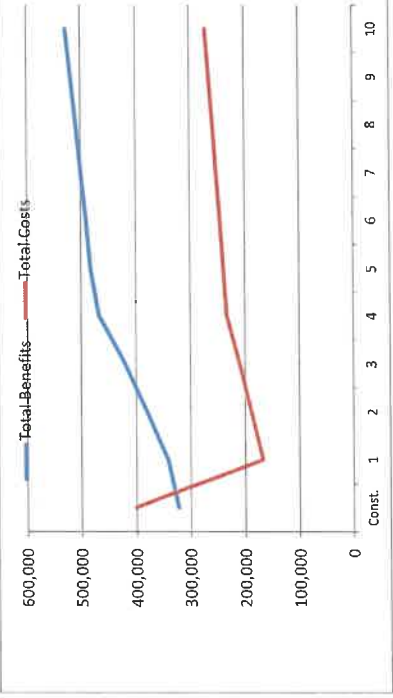
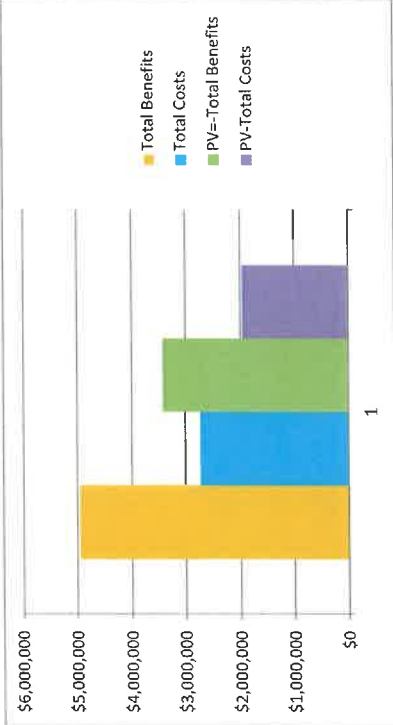
**SUMMARY OF COSTS AND BENEFITS FOR:**  
**PROJECT:** Mies Wholesale Meats, Inc.  
**DATE:** 6/17/2024

State of Kansas  
 (Without LMW)

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:  
 Ratio of Present Value of Total Benefits to Present Value of Total Costs:  
 Average ROI

1.81  
 1.74  
 8.08%

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	Property Taxes Abated	Incentives	Total Costs	Net Present Value of Total Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives	
																	DISCOUNT RATE:
Const.	\$0	\$0	\$145,000	0	0	322,190	422,190	0	\$0	\$0	\$402,188	402,188	-79,998	-79,998	-79,998	402,188	
1	145,830	\$1,692	63,082	254	130,595	341,453	317,631	49,176	118,403	\$1,100	0	168,680	156,911	172,773	92,776	160,719	
2	161,436	\$1,726	70,090	259	146,983	380,494	329,254	55,347	133,262	\$1,122	0	189,731	164,181	190,763	283,538	165,073	
3	177,786	\$1,761	77,462	528	164,109	421,647	339,409	61,796	148,789	\$1,144	0	211,730	170,434	209,917	493,455	168,975	
4	197,313	\$1,796	86,320	539	182,000	467,968	350,415	68,533	165,010	\$1,167	0	234,710	175,751	233,258	726,713	174,664	
5	204,213	\$1,832	88,912	1,008	186,550	482,514	316,093	70,246	169,135	\$1,191	0	244,572	167,573	241,942	968,655	168,527	
6	206,916	\$1,869	89,397	1,028	191,214	490,423	317,775	72,003	173,363	\$1,215	0	246,580	159,775	243,843	1,212,498	158,001	
7	210,191	\$1,906	90,090	1,525	195,994	499,706	361,200	73,803	177,697	\$1,239	0	252,710	152,340	246,967	1,459,464	148,860	
8	213,565	\$1,944	90,783	1,555	200,894	508,741	285,252	75,648	182,140	\$1,264	0	259,051	145,251	249,690	1,709,154	140,002	
9	217,135	\$1,983	91,476	1,785	205,916	518,295	270,334	77,539	186,693	\$1,289	0	265,521	138,491	252,774	1,961,928	131,843	
10	220,853	\$2,023	92,169	1,820	211,064	527,930	256,148	79,477	191,361	\$1,315	0	272,153	132,047	255,777	2,217,705	124,101	
Total	\$2,132,428	\$18,531	\$984,781	\$10,300	\$1,815,320	\$4,961,360	\$3,425,707	\$683,568	\$1,645,854	\$12,045	\$402,188	\$2,243,635	\$1,964,940	\$2,217,705	\$2,217,705	\$1,450,767	\$-410,359



\* 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.



Report to

APPROVED BY  
UNIFIED BOARD OF COMMISSIONERS  
JUL 25 2024

MEETING DATE	PRESENTER	DEPARTMENT
	Jeffrey Conway, Assistant Counsel  jconway@wycokck.org x5075	Legal
AGENDA ITEM #		
RESOLUTION: MIES WHOLESALE MEATS INDUSTRIAL REVENUE BONDS		
BACKGROUND		
Adoption of the resolution of intent to issue Industrial Revenue Bonds and the performance agreement.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution of Intent - Mies Wholesale Meats (UG), Performance Agreement - Mies Wholesale Meats (UG), Exhibit A - IRB Application - Mies Wholesale - signed, Exhibit E - Performance Agreement - Mies Wholesale Meats (UG), REDLINE - Resolution (6.18.2024), REDLINE - Performance Agreement (6.18.2024), CBA_Mies Meats_WithLMW_05302024, CBA_Mies Wholesale_without_LMW_06172024		

Approved by Mayor and/or Chair and Administrator to add to agenda.

*Handwritten signatures and date: 6/24/2024*

(Published in *The Wyandotte Echo* on October 23, 2025)

**NOTICE OF PUBLIC HEARING ON ISSUANCE  
OF INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the Commission of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) will conduct a public hearing on **Thursday, November 6, 2025**, at 7:00 p.m., or as soon thereafter as may be heard, regarding the proposed issuance by the Unified Government of its industrial revenue bonds in a principal amount not to exceed \$17,450,000 (the “Bonds”) and in regard to an exemption from ad valorem taxation for property constructed or purchased with the proceeds of the Bonds.

The public hearing will be held at City Hall, 701 N 7<sup>th</sup> Street, Kansas City, Kansas, 66101. Additional public hearing access information is available at [www.wycokck.org/Departments/Clerks-Office/Engage-in-Public-Commission-Meeting](http://www.wycokck.org/Departments/Clerks-Office/Engage-in-Public-Commission-Meeting) or by contacting the Clerk’s office via phone at (913) 573-5206 or via email at [ugclerkrequest@wycokck.org](mailto:ugclerkrequest@wycokck.org). Public comment may also be submitted in advance of the public hearing by email to [ugclerkrequest@wycokck.org](mailto:ugclerkrequest@wycokck.org), fax to (913) 573-5299, or mail to Unified Government Clerk’s Office, 701 N. 7<sup>th</sup> Street, Suite 323, Kansas City, Kansas 66101.

The Bonds are proposed to be issued under authority of K.S.A. 12-1740 *et seq.*, as amended, to provide funds for acquiring, purchasing, constructing, installing and equipping an approximately 75,000 square foot industrial facility located generally at 6036 Speaker Road in the City of Kansas City, Kansas (the “Project”). The Unified Government intends to base lease the facility and further intends to lease the facility to Mies Real Estate 6036 Speaker Road LLC, a Kansas limited liability company, or its successors and assigns (the “Company”).

The Company has requested a 10-year property tax abatement subject to certain payments in lieu of tax for the property constructed or purchased with the proceeds of the Bonds.

A copy of this Notice, together with a copy of the resolution of intent of the Unified Government to be considered for adoption, indicating the intent of the governing body of the Unified Government to issue the Bonds and a report analyzing the costs and benefits of such property tax exemption, are on file in the office of the Unified Government Clerk and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: October 23, 2025.

Monica L. Sparks  
Interim Unified Government Clerk  
701 North 7th Street, Suite 323  
Kansas City, Kansas 66101  
(913) 573-8039

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**PERFORMANCE AGREEMENT**

**Dated as of July 25, 2024**

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**BETWEEN THE**

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

**AND**

**MIES REAL ESTATE 6036 SPEAKER ROAD LLC**

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**Prepared By:**

**Gilmore & Bell, P.C.  
Kansas City, Missouri**

## PERFORMANCE AGREEMENT

**THIS PERFORMANCE AGREEMENT**, dated as of July 25, 2024 (this “**Agreement**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **MIES REAL ESTATE 6036 SPEAKER ROAD LLC**, a Kansas limited liability company, or assigns (the “**Company**”);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

**WHEREAS**, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the “**Resolution**”) indicating the Issuer’s intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed \$17,450,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into this Agreement;

**WHEREAS**, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

**WHEREAS**, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement to be entered into between the Issuer and the Company relating to the Project (the “**Lease Agreement**”).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“**Ad valorem taxes**” or “**ad valorem taxation**” means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“**Agreement**” means this Performance Agreement between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Application**” means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

“**Board of Tax Appeals**” means the State of Kansas Board of Tax Appeals.

“**Bond Financed Portion of the Project**” means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.7** hereof.

“**Bonds**” means the Issuer’s taxable industrial revenue bonds issued in relation to the Project in the maximum aggregate principal amount of \$17,450,000.

“**Company**” means Mies Real Estate 6036 Speaker Road LLC, a Kansas limited liability company, and its successors and assigns.

“**Event of Default**” means any Event of Default as described in **Section 5.1** hereof.

“**Exempt Period**” means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

“**Exempt Property**” means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

“**Force Majeure**” means acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the Issuer to timely approve the plans or construction documents relating to the Project, war, terrorism, pandemic or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

“**Future Facility Additions**” means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project following the receipt of a final certificate of occupancy for the final building comprising the Project. As used herein, “**Future Facility Additions**” shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

“**Issuer**” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“**Property**” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“**Project**” means acquiring, purchasing, constructing, installing and equipping an approximately 75,000 square foot industrial facility, as further described in **Section 3.3**, including land, buildings, structures, improvements and fixtures, machinery, and equipment, all that will be generally located at 6036 Speaker Road in the City of Kansas City, Kansas.

“**Project Costs**” means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“**Project Site**” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“**Tax Payment**” means a payment-in-lieu of taxes to be paid by the Company in the amounts set forth in **Section 2.3** and **Exhibit C** hereof.

## ARTICLE II

### EXEMPTION; PAYMENTS IN LIEU OF TAX

**Section 2.1. Exempt Property.** During the Exempt Period, and so long as the Bonds are outstanding and the Company remains in compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

**Section 2.2 Agreement to Make Tax Payments.** The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the County Treasurer. For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

**Section 2.3. Amount of Tax Payment.** The Tax Payments shall be in the amounts shown in **Exhibit C**. The parties acknowledge that such Tax Payments do not include special assessments, if any, and the school district’s capital outlay levy that cannot be abated under Kansas law and that the Tax Payments are subject to adjustment as set forth in **Exhibit C**.

**Section 2.4. Term of Agreement.** This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

**Section 2.5. No Abatement of Special Assessments and Certain Property Taxes.** The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement.

**Section 2.6. Obligation of Issuer to Effect Tax Abatement.** The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be

Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

**Section 2.7. Compliance.** Within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

**Section 2.8. Value of the Project Not Determined by Bonds.** The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

**Section 2.9. Classification; Limitation on Company's Right To Protest.** If the Project Site is not currently classified as commercial, the Company acknowledges that the county appraiser may reclassify the Project Site to commercial as a result of the issuance of the Bonds. During the term of this Agreement, the Company agrees that it will not, without the written consent of the Issuer, (i) seek to change the classification of all or any portion of the Project Site from commercial to another classification, or (ii) contest the reclassification of all or any portion of the Project Site to commercial.

Except as set forth in the preceding paragraph, nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

**Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability.** Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

**Section 2.11. No Abatement on Appraised Value of Future Facility Additions.** In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

**Section 2.12. Tax Abatement Order; Adjustment of Tax Payment.** The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the

payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to \$0.

Notwithstanding the foregoing, if (i) the entire Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement (after any applicable notice and cure period), the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts, including the Tax Payments, which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

**Section 2.13. Determination of Appraised Value and Assessments.** The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

### ARTICLE III

#### COVENANTS OF THE COMPANY

**Section 3.1. Construction.** The Project will be constructed, equipped, and operated (or caused to be operated) in a manner that is consistent with the description of the Project herein. In the event the Project is constructed, equipped, or operated in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

**Section 3.2. Completion Date.** Subject only to Force Majeure, the Company agrees to commence construction on or before December 31, 2024, and substantially complete construction of the Project on or before December 31, 2025. "Commence construction" shall mean that the Company has entered into a contract with a licensed contractor for the construction of the Project and the Issuer has issued a building permit therefor. "Substantially complete," for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as an industrial facility, as evidenced by receipt by the Company of a temporary certificate of occupancy for the Project. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2025.

**Section 3.3. Development of Project.** The Company covenants that the Project, including all buildings, parking facilities, and other improvements constituting the Project, shall be developed, constructed, completed, and operated (or caused to be operated) on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and the final site plan approval from the Issuer's Planning Commission, and this Agreement shall not be construed to waive such Planning Commission's discretion in approving or disapproving the same. On and subject to the terms and provisions set forth in this Agreement, Company shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Project, and shall operate (or cause to be operated) and use the Project in the manner described herein. The parties further agree as follows:

(a) The Project shall be designed, developed, and constructed as an approximately 75,000 square foot industrial and industrial facility as generally depicted in **Exhibit E** attached hereto, though the parties acknowledge the depiction in **Exhibit E** is subject to modification pursuant to the Issuer's planning process.

(b) Company stipulates and agrees that its signage shall be subject to all applicable laws and requirements of the Issuer and any special use permits granted by the Issuer's governing body.

(c) The Project shall include parking improvements containing at least the number of spaces required by the Issuer's applicable laws and requirements.

(d) The Company's plans for landscaping on the Project Site shall be considered in accordance with all applicable laws and requirements of the Issuer and the Issuer's approval thereof will not be unreasonably withheld.

**Section 3.4. Maintenance and Use.** The Company shall cause the Project and the Project Site to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other industrial and manufacturing space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Company specifically understands and agrees that the Issuer shall not undertake or have any obligation under this Agreement for snow or ice removal on sidewalks located at or adjacent to the Project.

**Section 3.5. Inspection.** The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.3.**

**Section 3.6. Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

**Section 3.7. Employment Certification.** Beginning on March 1 in the calendar year following the issuance of Bonds, and on each March 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project.

**Section 3.8. Payment of Fees and Reimbursement or Payment of Costs.**

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee in an amount not to exceed \$1,000. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time upon notice to the Company.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any reasonable amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

**Section 3.9. Abatement of Property.** The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property, which the parties acknowledge and agree may be documented via book entry.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*

**Section 3.10. Solid Waste Services.** Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project. This requirement shall not apply to the Company or any user if the Company or user demonstrates that solid waste services provided by the Issuer are inadequate to serve such user's reasonable needs.

**Section 3.11. LBE/MBE/WBE Employment Opportunity Goals.** The Company agrees to comply with the goals set forth on **Exhibit D** in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. The Company hereby understands and agrees that if it shall fail to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** for the Construction (as those terms are defined therein) of the Project, then the Tax Payments shall be increased as set forth in **Exhibit C**. The parties agree that failure to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** shall not cause an Event of Default hereunder, and the Issuer's sole remedy will be increasing the amount of Tax Payments as set forth in **Exhibit C**.

## ARTICLE IV

### SALE AND ASSIGNMENT

Except as otherwise provided herein, the Company will not, without the prior written consent of the Issuer, (a) assign, sell, lease, or otherwise transfer the Project Site, the Project, or equipment that comprises the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. The Issuer shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the Issuer as to whether the proposed assignee has sufficient financial wherewithal and experience to successfully complete and/or operate the Project according to the terms hereof. If an assignment is approved by the Issuer, the assignee shall assume and agree to pay and perform each and all of terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree that the Company may do any of the following without written consent of the Issuer:

(a) The Company may grant a mortgage, leasehold mortgage, or other security on the Project to a lender in order to finance construction of the Project or refinance the Project, including, but not limited to, collateral assignment of all or any portion of its rights or obligations under this Agreement or any other documents entered into in connection with the Bonds.

(b) The Company may terminate this Agreement, and thereafter freely sell, assign, transfer or mortgage the Project.

(c) The Company, upon written notice to the Issuer, may freely sell, assign, lease or transfer all or any portion of the Project or Project Site, and/or its rights or obligations under this Agreement and any other documents entered into in connection with the Bonds (including, without limitation, the Resolution), to an entity managed by or under common control of or by the Company or one or more of its principals.

Upon the sale, assignment, or transfer of the Project as set forth herein, the Company (as assignor) shall be relieved of all further liability occurring on and after the effective date of such disposition, except as may be otherwise set forth in the Lease Agreement.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein or in the Application shall prove to be materially false or erroneous;  
or
- (c) the Company shall be in default under the Lease Agreement.

**Section 5.2. Remedies on Default.** Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within 60 days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys’ fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

**Section 5.3. Payments on Defaulted Amounts.** Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.1. Notice and Waiver of Company.** The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period

and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section to waive any claim it may have against the Issuer as described above, following notice and opportunity to cure as set forth in **Section 5.2** above, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2**.

**Section 6.2. Severability.** If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 6.3. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

**Section 6.4. Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.5. Waiver.** The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

**Section 6.6. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer and the Company as set forth below:

The Unified Government Clerk  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 323  
Kansas City, Kansas 66101  
Telephone: 913-573-5260  
Email: msparks@wycokck.org

with a copy to:

Acting Chief Counsel  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 961  
Kansas City, Kansas 66101  
Telephone: 913-573-5060  
Email: alawson@wycokck.org

And a copy to:

Gilmore & Bell, P.C.  
Kevin Wempe  
2405 Grand Blvd., Suite 1100  
Kansas City, Missouri 64108  
Telephone: 816-221-1000  
Email: kwempe@gilmorebell.com

and to the Company at:

Todd Fender  
Mies Real Estate 6036 Speaker Road LLC  
6036 Speaker Road  
Kansas City, Kansas 66111  
Telephone: (816) 743-7176  
Email: todd@mieswholesale.com

with a copy to:

Husch Blackwell  
Chris Kline  
4801 Main Street, Suite 1000  
Kansas City, Missouri 64112  
Telephone: (816) 983-8285  
Email: chris.kline@huschblackwell.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

**Section 6.7. Further Assurances.** The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

**Section 6.8. Authority, etc.** Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

**Section 6.9. Electronic Storage and Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents

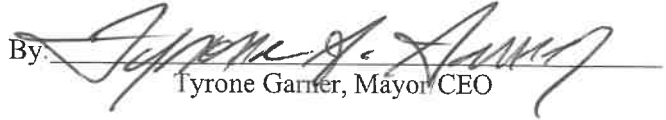
executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

(SEAL)

By:   
Tyrone Garner, Mayor/CEO

ATTEST:

By:   
Monica Sparks,  
Interim Unified Government Clerk

APPROVED AS TO FORM:

By:   
Office of Chief Counsel

**MIES REAL ESTATE 6036 SPEAKER ROAD LLC**  
a Kansas limited liability company

By: *Todd Fender*  
Name: TODD FENDER  
Title: Chief Financial Officer

**EXHIBIT A**

**APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS**



**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.

5/1/2024

Date of Application

Mies Real Estate Holdings LLC - Holding Company

Mies Wholesale Meats Inc. - Operating Entity

Applicant (Firm Name or Name of Individual)

Telephone Number 816-743-7176  
 Fax Number \_\_\_\_\_  
 E-mail Address todd@mieswholesale.com

6036 Speaker Road, Kansas City KS 66111

Address

Todd Fender

Name of Responsible Officer

CFO

1330 Jasper Street, North Kansas City, MO 64116

Title

Address

Husch Blackwell - Will Nulton

Attorney for Applicant

Telephone Number 816-983-8372  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

Address

Underwriter or Purchaser of Bonds (If known)

Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

Address

Amount of Bonds Requested:

\$ 17,450,000.00

Nature of Project:

- Industrial
- Commercial
- Agricultural
- Pollution Control
- Other (please specify) \_\_\_\_\_

**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?

The business is a full-service distributor of fresh and frozen beef, pork, poultry, lamb and veal, along with a wide variety of food service products.

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

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C. Year and state of incorporation or formation of business entity?  
1975 KS

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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:

Mark E Mies and Gail L Mies Intervivos Trust UTA DTD 1/15/15	42.86%
Paul G Mies Intervivos Trust UTA DTD 10/12/93	42.86%
Hamm Family Trust	14.28%

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

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

Mark Mies - Retired

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Paul Mies - President

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Ryan Hamm - Vice President

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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:

No audits have been performed within the last (5) years.

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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)

- 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:

Mies Wholesale is looking at purchasing approximately 9 acres of land and building a 75,000 sq foot building, with construction starting in summer 2024. The new facility will serve as the new location for all services that are currently operating at their Kansas City, Missouri facility. These services will include, but aren't limited to, distribution and warehousing of fresh & frozen food products. The project will also include the addition of 15 new employees within a 3-year period and new equipment purchases during that same time period to support the growing operations.

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:

No, there will be no direct retail sales. They do allow employee purchases, but that would be the extent. There are no online sales either.

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

6036 Speaker Road, Kansas City KS 66111

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

HART INDUSTRIAL PARK, S14, T11, R24, ACRES 8.53, PTS L6 TO L8: LOT SPLIT: TRACT 1A

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

Real Estate	\$	637,890
Improvements	\$	
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):

The main local competitors are Sysco, US Foods, Performance Food Group, Associated Grocers, Harvest, Ben E Keith, Evco, Amigos, Queen Foods, Specialty Foods and Cargill.

Describe the nature of the competition:

The nature of the competition is in regards to similar customers and the offering of a similar line of business. Mies is striving to expand its operations and expects that their growth will be through differentiation of services and quality of the services provided.

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

Single plant operation

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:

No, current facility is located in Kansas City, MO.

J. Will the Kansas City Kansas/Wyandotte County facility be the main operation of the applicant? If not, where is the main operation located?

Yes, all operations at the Kansas City, MO facility will be consolidated to the new facility in Kansas City, KS upon building completion.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS**

**III. Nature of Improvements**

A. Approximate amount requested:

Land	\$	<u>1,450,000</u>
Buildings	\$	<u>14,500,000</u>
Machinery and Equipment	\$	<u>1,500,000</u>
Financing Costs	\$	<u>                    </u>
Other (specify)	\$	<u>                    </u>
<hr/>		
<b>Total</b>	\$	<u>17,450,000</u>

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

Various equipment will be needed at the project. Some will include refrigeration equipment, racking, storage components, computer equipment and material handling equipment.

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

ARCO

5015 NW Canal Street, Suite 110, Riverside, MO 64510

816-282-6324

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

51 Employees

How many new jobs will be created initially?

5-10 new jobs within the first couple of years

How many new jobs will be created ultimately?

15 new jobs within a 3-year period

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

Accounting

Selling - Sales & Service

Delivery

Warehouse - Inbound & Outbound

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

All operations will be consolidated at the new facility, so all annual revenue will be generated from the new project once the building is completed.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS**

G. What were applicant's total assets at all locations at the end of the last fiscal year?  
\$2,786,817 not including building

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H. Is the prospective location properly zoned?  
Yes, properly zoned

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If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:  
N/A

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

Additional expansion isn't expected within 3 years

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

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J. What is the estimated date for operations to begin at the project?  
Q2 2025

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**IV. The Financing**

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

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

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**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?

TBD

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What is the source of such funds?

The company expects to use bank financing and business funds.

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**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS**

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

No

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

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

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F. Has the applicant considered conventional financing?  
Yes, company has explored various financing options.

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

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**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?

Yes, Tax Abatement for 10 years is being requested for the project.

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**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: Todd Fender

SIGNATURE: *Todd Fender*  
Todd Fender (May 1, 2024 09:43 CD)

TITLE: Chief Financial Officer

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 May 1, 2024

*Todd Fender*  
Todd Fender (May 1, 2024 09:43 CD)  
Applicant Name

By: Todd Fender  
Title: Chief Financial Officer

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Firm and Its Employees**

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Name of Firm: Mies Real Estate Holdings LLC

Description of the Firm's location or expansion in the community:

The company is looking at building a new facility at 6036 Speaker Road in Kansas City, KS. This expansion is looking to include a 75,000 sq foot building, new equipment and new jobs created. They are looking at this project being in-service around the end of Q1 2025.

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SIC 424400

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

Land \$ 1,450,000

Building and improvements \$ 14,500,000

Furniture, fixtures and equipment \$ 1,500,000

**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**      \*Additional sales of the firm compared to 2024

Year	
1	\$ <u>\$10,000,000</u>
2	\$ <u>\$21,000,000</u>
3	\$ <u>\$33,000,000</u>
4	\$ <u>\$46,000,000</u>
5	\$ <u>\$59,000,000</u>
6	\$ <u>\$74,000,000</u>
7	\$ <u>\$91,000,000</u>
8	\$ <u>\$108,000,000</u>
9	\$ <u>\$128,000,000</u>
10	\$ <u>\$148,000,000</u>

**Percent of sales subject to sales taxes in the:**

City	<u>TBD</u>	%
County	<u>TBD</u>	%
State	<u>TBD</u>	%

**Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:**      Est. 10% %

**Annual purchases of the firm:**      \*Includes Supplies, Repairs & Maintenance

Year	
1	\$ <u>311,000</u>
2	\$ <u>337,000</u>
3	\$ <u>363,000</u>
4	\$ <u>392,000</u>
5	\$ <u>424,000</u>
6	\$ <u>458,000</u>
7	\$ <u>495,000</u>
8	\$ <u>534,000</u>
9	\$ <u>577,000</u>
10	\$ <u>623,000</u>

**Percent of purchases subject to sales taxes in the:**

City	<u>Est. 75%</u>	%
County	<u>Est. 75%</u>	%
State	<u>Est. 75%</u>	%

**FIRM DATA SHEET**  
(To be completed by the Firm)

**Annual utilities that will be used by the firm:**

Water	\$	2,400	_____
Wastewater	\$		_____
Telephone	\$	1,200	_____
Electricity	\$	78,000	_____
Gas	\$		_____
Garbage	\$		_____
Cable	\$	2,400	_____
Other	\$		_____
_____	\$		_____
_____	\$		_____
_____	\$		_____

Year		
1	\$	84,000
2	\$	86,520
3	\$	89,115
4	\$	91,790
5	\$	94,550
6	\$	97,380
7	\$	100,300
8	\$	103,310
9	\$	106,410
10	\$	109,600

\*Assuming 3% increase annually

**Number of new employees moving to the county each year:**

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

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Average Annual Salaries of employees:**

Year	
1	\$ 58,900
2	\$ 59,600
3	\$ 60,470
4	\$ 62,280
5	\$ 64,150
6	\$ 64,500
7	\$ 65,000
8	\$ 65,500
9	\$ 66,000
10	\$ 66,500

**Household size of a typical new worker:** 4

**Number of school age children in the household of a typical new worker:** 2

**Construction**

---

**Initial construction or expansion:**

Cost of construction at the firm's new or expanded facility: \$ 14,500,000

If construction is by an outside contractor, estimated percent profit on the cost of construction: \$ Est. 10%

Amount of taxable construction materials purchased in: \*Estimates assuming 50% is materials and 75% purchased in KS

    Kansas \$ 5,437,500

    The County \$ 5,437,500

    The City \$ 5,437,500

Amount of taxable furniture, fixtures and equipment purchased in: \*Estimates assuming 50% purchased in KS

    Kansas \$ 750,000

    The County \$ 750,000

    The City \$ 750,000

Total construction salaries: \$ TBD

Amount paid to an average construction worker during the construction period \$ TBD

Household size of an average construction worker: \$                     

Number of construction workers:

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Expansion 2:**

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:		_____

**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:** Not many visitors

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

**Number of days that each visitor will stay in area:** \_\_\_\_\_

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

In the City: \_\_\_\_\_

Anywhere in the county: \_\_\_\_\_

EXHIBIT 1  
Legal Description – Link

EXHIBIT 2  
Construction Utilization Plan

**EXHIBIT B**

**PROJECT SITE**

This is a resurvey and replat of all that part of Lots 6, 7, and 8, HART INDUSTRIAL PARK, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, also known as TRACT 1A, as shown on the Administrative Land Division Survey recorded May 20, 2020 as Document No. 2020R-06633, and being more particularly described by Phelps Engineering, Inc., KS CLS-82, on April 23, 2024, for project 240184, as follows:

Beginning at the Southwest corner of Lot 6, of said HART INDUSTRIAL PARK; thence N 1°41'10" W, along the West line of said Lot 6, a distance of 526.94 feet, to the Northwest corner of said Lot 6; thence N 88°13'58" E, along the North line of Lots 6 and 7, of said HART INDUSTRIAL PARK, a distance of 593.43 feet, to the Northeast corner of said Lot 7; thence S 1°46'04" E, along the East line of said Lot 7, a distance of 63.24 feet; thence S 52°25'28" E, a distance of 230.90 feet; thence S 11°02'59" W, a distance of 334.25 feet, to a point on the Southerly line of Lot 8, of said HART INDUSTRIAL PARK; thence along the Southerly line of said Lots 6, 7 and 8, of said HART INDUSTRIAL PARK, for the following two (2) courses; thence Westerly on a curve to the left, said curve having an initial tangent bearing of N 8°17'06" W, a radius of 430.00 feet, and an arc distance of 86.17 feet; thence S 88°13'58" W, a distance of 613.00 feet, to the Point of Beginning, containing 371,431 square feet or 8.5269 acres, more or less, of replatted land.

[Balance of page intentionally left blank]

**EXHIBIT C**

**TAX PAYMENT SCHEDULE**

Tax Payments (or “PILOTs”) shall be as set forth below. Tax Payments shown below do not include the school district’s capital outlay levy that cannot be abated under Kansas law.

<b>Facility Square Footage</b>	75,000
--------------------------------	--------

<b>Year<sup>(a)</sup></b>	<b>Annual PILOT<sup>(b)</sup></b>	<b>Annual PILOT if L/M/WBE Failure<sup>(b)</sup></b>
1	\$19,367	\$29,050
2	19,754	29,631
3	50,373	60,447
4	51,380	61,656
5	104,816	115,297
6	106,912	117,603
7	163,576	174,481
8	166,847	177,970
9	192,875	204,221
10	196,733	208,305

<b>Business Category</b>	<b>Participation Percentage Goal Percentage of Total Construction Cost for the Project</b>
LBE	12%
MBE	6%
WBE	4%

<sup>(a)</sup> Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

<sup>(b)</sup> Does not include school district capital outlay levy.

## EXHIBIT D

### LBE/MBE/WBE PARTICIPATION AGREEMENT

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the “**Agreement**”), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”) and Mies Real Estate 6036 Speaker Road LLC (the “**Developer**”), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of an approximately 75,000 square foot manufacturing development in Kansas City, Kansas (the “**Project**”), as defined below.

#### **I. SCOPE**

A. These procedures are applicable to the Construction (as defined below) of the Project, as further described in that certain Performance Agreement between the UG and Developer, dated July 25, 2024 (the “**Performance Agreement**”), whether performed by or on behalf of Developer, including, but not limited to, all aspects of Construction of the Project and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of Developer, but not including Specialized Services.

#### **II. DEFINITIONS**

A. “**Construction**” means all aspects of the construction of the Project including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer; provided, however, “Construction” shall not include: (i) Specialized Services; and (ii) Professional Services.

B. “**Contractor**” means the Proposer selected by the Developer for the Project.

C. “**Local Business Enterprise**” (or “**LBE**”) means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. “**Minority Business Enterprise**” (or “**MBE**”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

E. “**Professional Services**” means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development and construction of the Project.

F. “**Project**” means the Construction of a new industrial facility and as legally described in Exhibit 1 to this Agreement.

**G. “Proposer”** means a construction firm that submits a proposal in response to a solicitation for proposals issued by Developer with respect to the Construction of the Project or with respect to the annual operations of the Project.

**G. “Specialized Services”** means expertise, services, or products that are only available through sole source providers or national vendors or are unique to the business of the Project.

**H. “Substantial Local Office”** means an office operated and financially supported by a firm that has sufficient space, staff and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, KS. The term “Substantial Local Office” shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

**I. “Women Business Enterprise” (or “WBE”)** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

### **III. GOALS FOR LBE/MBE/WBE PARTICIPATION.**

Developer and its Contractor will use Best Efforts to meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Construction of the Project. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not quotas or set asides.

<b>Business Category</b>	<b>Participation Percentage Goal – Percentage of Total Construction Cost for the Project</b>
LBE	12%
MBE	6%
WBE	4%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

### **IV. ELIGIBILITY FOR CREDIT**

**A.** Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women’s Business Enterprise National Council or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an “approved” business) may be counted towards the participation goals in Section III above.

**B.** In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

## V. CONSTRUCTION UTILIZATION

A. The goals set forth in Section III may be met by the expenditure of dollars with approved LBE, MBE and/or WBE businesses, contractors, labor suppliers, regular dealers, manufacturers, material suppliers, subcontractors, software vendors, consultants, other Construction-related products, suppliers, and/or services, or through joint ventures with approved LBEs, MBEs or WBEs. The participation of certified LBE, MBE and/or WBE Proposers may count toward a goal for which they qualify.

B. A joint venture involving an approved LBE, MBE, and/or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount for which the approved LBE, MBE, and/or WBE is responsible; provided that if the LBE, MBE, and/or WBE is the majority partner in such joint venture, then the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE, MBE, and/or WBE joint venture partner. To receive credit, the approved LBE, MBE, and/or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

C. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE, which also certified as an MBE or WBE, shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

D. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the agreement with such LBE, MBE or WBE. Brokering is not credited.

## VI. CONTRACT AWARD COMPLIANCE PROCEDURES

A. Solicitation Documents. The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE, MBE, and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations – Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

C. Best Efforts. For each LBE/MBE/WBE participation percentage goal that is not achieved, Developer shall be deemed to have used “**Best Efforts**” to meet such goal(s) if Developer shall have taken substantially all of the following actions:

- i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;
- ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;
- iii. Developer is providing or has provided reasonable written notice of opportunities and/or informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE, and WBE participation, where feasible;

vi. Developer is or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history;

viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs, and WBEs.

Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts. The parties acknowledge that all of the foregoing actions may not apply to every scope of the Project.

## **VII. UG'S ASSISTANCE TO PROJECT**

The UG shall use its best efforts to provide assistance to Developer and its agents so that Developer may fulfill its participation goals as set forth in this Agreement. The Developer assumes all responsibility for using Best Efforts to meet the goals and complying with the procedures and processes set forth herein. Examples of such assistance by the UG include but are not limited to:

**A.** providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;

**B.** developing and maintaining a registry of approved LBE, MBE and WBE businesses;

**C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

**D.** updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

**E.** frequently reviewing Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;

**F.** providing advice relative to utilization and compliance matters;

- G. conducting compliance reviews and audits of LBE, MBE, and WBE and participation;
- H. assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;
- I. reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with Developer and its agents; and
- J. assisting in the Developer's development of forms to document compliance with these procedures.

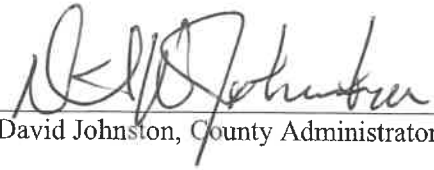
#### **VIII. DEVELOPER COMPLIANCE: RECORDS AND REPORTS.**

**A. Records.** Developer shall maintain those records as may reasonably be required to demonstrate compliance (and/or its Best Efforts to comply) with the goals and procedures set forth in this Agreement. These records shall be made available to the UG at Developer's offices during business hours and upon reasonable advance notice.

**B. Construction Utilization Plan Reports.** Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on Exhibit 2. Such information may include for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

**C. Remedies.** If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement for the Construction of the Project have not been met, and that the Best Efforts described herein have not been met, then the UG shall have, as its sole and exclusive remedies: such remedy as set forth in Section 3.11 of the Performance Agreement; and (ii) UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects undertaken by the Company in the UG.

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

By:   
David Johnston, County Administrator

Date: 8/1/2024

MIES REAL ESTATE 6036 SPEAKER ROAD LLC

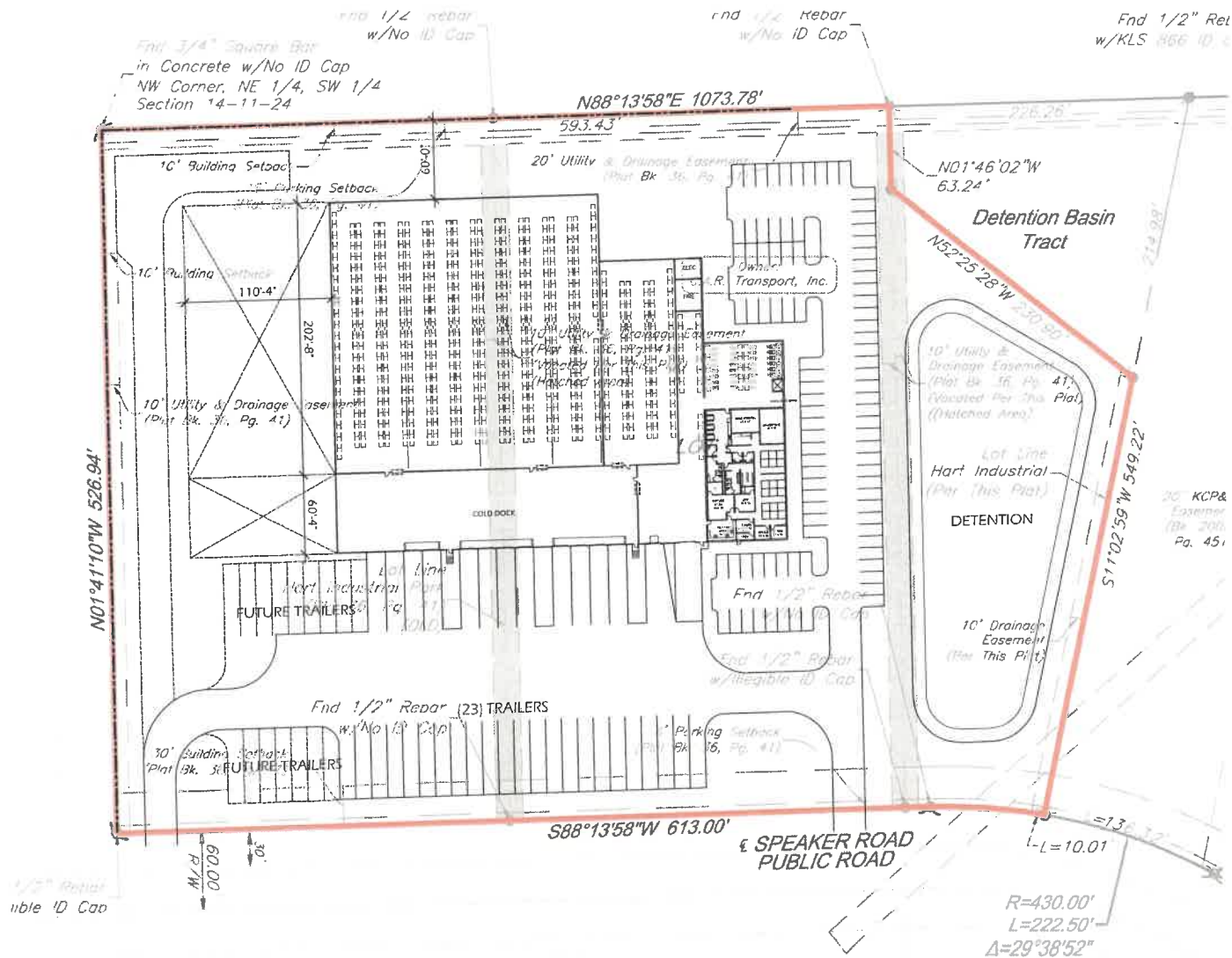
By: 

Name: TODD FENDER

Title: Chief Financial Officer

Date: 7/2/2024

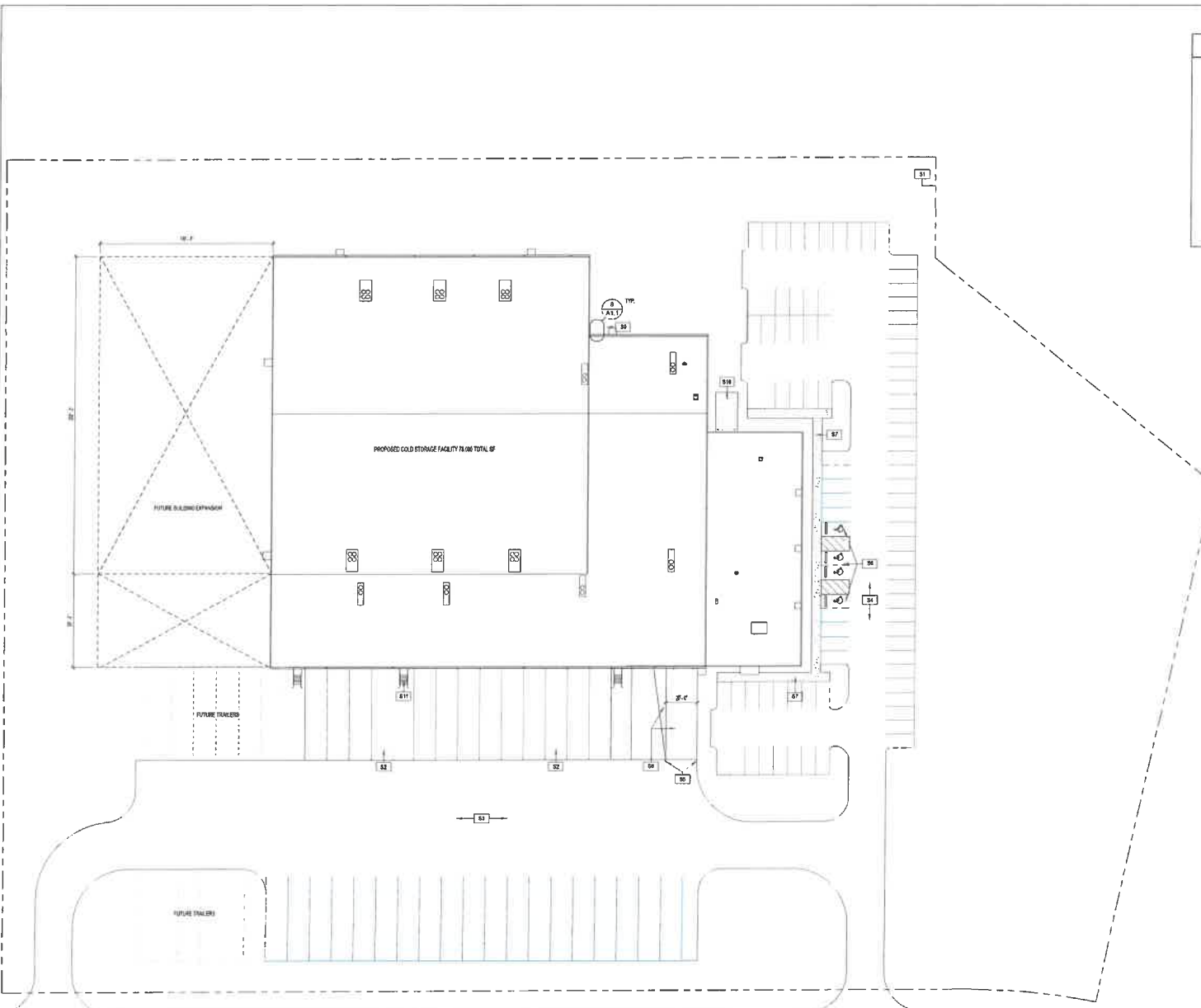
**EXHIBIT E**



A.2 | SCHEMATIC SITE PLAN



CONCEPTUAL DRAFT ONLY  
 THE DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF GMA ARCHITECTS. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF GMA ARCHITECTS, LLC.



KEY NOTES	
51	PROPERTY LINE, KUDY'S HIGH-CAP LOADINGS
52	CONCRETE TRUCK APPROX. TYP. - SEE CIVIL DRAWINGS
53	TRUCK CONCRETE PAVING, TYP. - SEE CIVIL DRAWINGS
54	CAR PARKING ASPHALT PAVING, TYP. SEE CIVIL DRAWINGS.
56	PIPE BOLLARDS PAINTED SAFETY YELLOW, SEE DETAIL 04A.1.
58	ACCESSIBLE PARKING STALLS.
57	BROWN FINISHED CONCRETE SIDEWALK, SEE CIVIL, FOR MORE INFORMATION.
59	SLOPED DRIVE-IN BAY WITH SLOPED PAVEMENT TO DOCK APPROX. - SEE DETAIL 04A.1.
58	5' X 5' X 4" HEAVY PROTECTED CONCRETE STOOD, SEE DETAIL 04A.1. PROVIDE AT ALL GRADE ACCESS EXTERIOR DOORS.
510	CONCRETE PAD FOR FORK TRUCK, SEE CIVIL DRAWINGS.
511	DOCK STEP AND CHAIRMAN, SEE SHEET A1.1.

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 MECHANICAL ENGINEERING  
 15000 W. 16th Ave.  
 Golden, CO 80401

**ELECTRICAL**  
 Prepared by:  
 ELECTRIC ENGINEERING  
 15000 W. 16th Ave.  
 Golden, CO 80401

**PLUMBING**  
 Prepared by:  
 PLUMBING ENGINEERING  
 15000 W. 16th Ave.  
 Golden, CO 80401

**PROJECT**  
 MIES FAMILY FOODS BITS COOLER/FREEZER  
 6008 Speakeer Road,  
 Kansas City, KS 66111

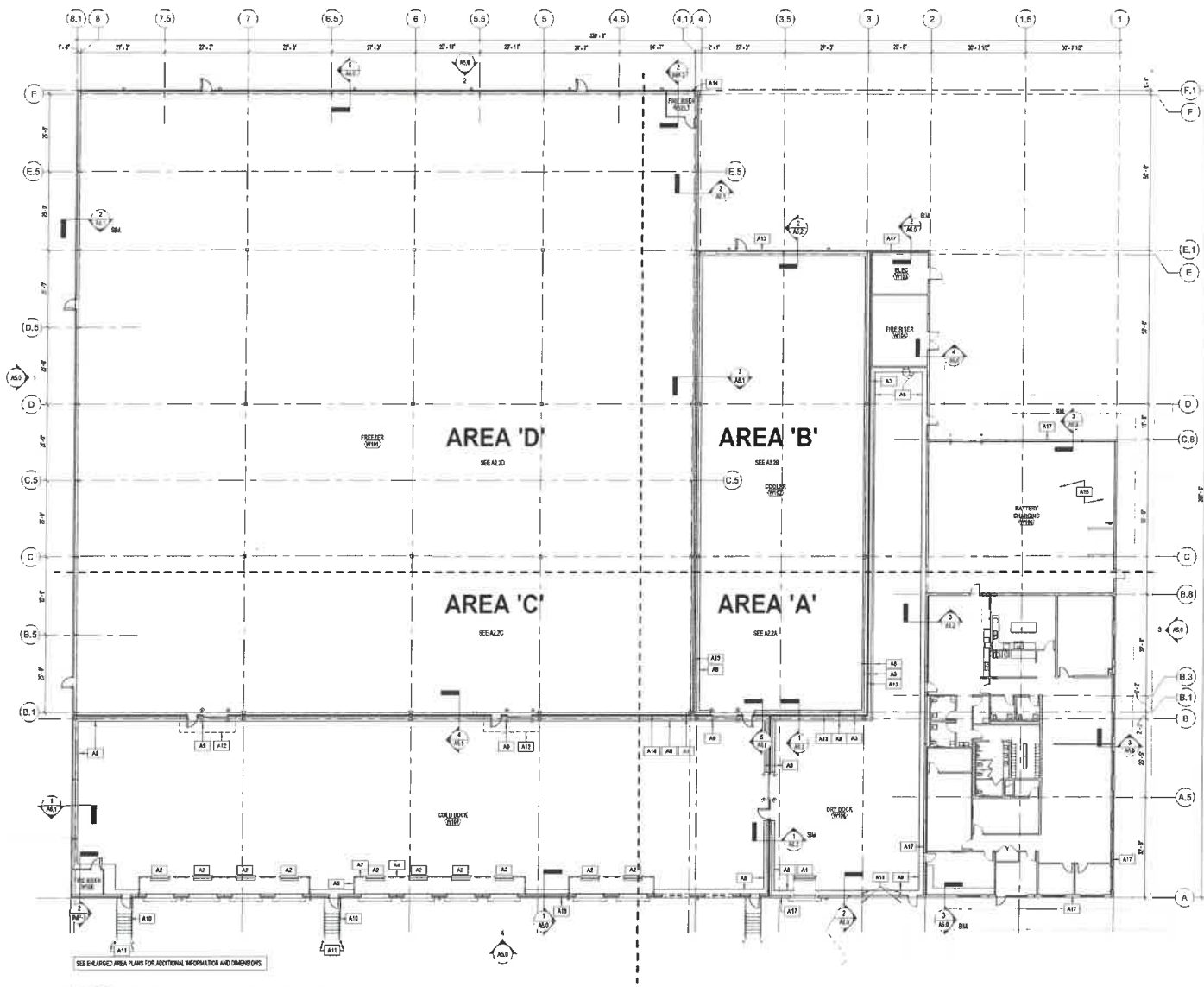
NOT FOR  
 CONSTRUCTION

JOB NO: 041408  
 PLN: Author  
 ISSUE DATE: 2024.04.04

REVISION:	DESCRIPTION	DATE

SHEET NUMBER  
**A1.0**  
 SITE PLAN

R001\_QJAGC SET - 04-15-2024

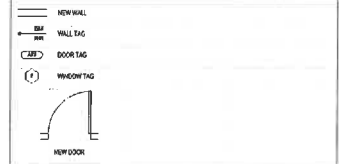


OVERALL FLOOR PLAN - LEVEL 1  
 1/8" = 1'-0"

**FLOOR PLAN GENERAL NOTES:**

- CONSIDER TO KEEP ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS AT THE JOB SITE AND NOTIFY ARCHITECT OF ANY DIMENSIONS, CONDITIONS, AMENDMENTS BEFORE PROCEEDING WITH THE WORK.
- GLAZING, CABINETS, MILLWORK AND EQUIPMENT SUPPLIERS SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
- USE TYPABLE METAL CORNER BRIDES AT ALL DOOR AND WINDOW OPENINGS.
- DOORS SHOWING ASSEMBLY TO WALLS ARE TYPICALLY 4" FROM WALL TO OUTER FACE OF DOOR FRAME UNLESS NOTED OTHERWISE.
- WHERE GYP. BD. IS PROVIDED AROUND EXTERIOR OPENINGS, THE GYP. BD. SHALL BE MORTURE RESISTANT DYPHON BOARD FOR 2" INTO THE BUILDING.
- ALL DIMENSIONS ARE TO FINISH FACE OF PAINTWORK.
- FIRE RETARDANT BLOCKING SHALL BE PROVIDED AT WALL WALLS AS REQUIRED BY CODE AND AS REQUIRED FOR CONFORMANCE FOR THE SUPPORT OF ALL MILLWORK, TALL SET PARTITIONS AND ACCESSORIES, ETC.
- PROVIDE MOST OF ROOF JOIST CITRUS BOARD AT ALL NET WALLS.
- ALL EXTERIOR AND INTERIOR WALL JOINTS SHALL BE CALKED USING A TWO (2) PART TERMO-CORING POLYURETHANE OR EQUAL. THE JOINT SHALL BE UNDER A BACKER ROD BEHIND THE CALK.
- ALL CONCRETE FLOOR JOINTS SHALL BE FILLED WITH MARI BEAR ROD JOINT SEALANT OR EQUAL. THE OFFICE AREA JOINTS WILL BE CALKED PER THE SCHEDULED FLOOR FINISHES.
- ALL WOOD ROOF COLLARS SHALL BE PAINTED FROM FINISH FLOOR TO THE ROOF DECK.
- EXTERIOR PAINT SYSTEM FOR THE CONCRETE TILT UP PANELS SHALL CONSIST OF 1) COAT OF A RESISTANT PRIMER AND 1) COAT OF A FINISH TEXTURE PAINT SYSTEM TO CARRY A 10 YEAR WARRANTY.
- PROVIDE 1/4" WIDE ROBERT ROW 3 FEET IN FRONT OF EVERY INTERNAL WALL LOCATION IN COLD DOCK DRY DOCK DRY DOCK COOLER AND FREEZER.
- PROVIDE FLOOR MATERIAL TRANSITIONAL STRIPS WHERE REQUIRED BY CHANGE IN MATERIAL.
- PROVIDE ACCESS PANELS AS REQUIRED, COORDINATE WITH E.P.F.
- COORDINATE FIRE EXTINGUISHER LOCATIONS WITH ARCHITECT AND LOCAL FIRE MARSHALL. LOCATIONS SHALL FOLLOW NFPA 113. FIRE EXTINGUISHERS AND AHA CLOSURES. SEE FIRE SAFETY SHEET.
- ALL PLAN BACKGROUND FEATURES SUCH AS FINISHES, EQUIPMENT, FURNITURE, ETC. ARE IDENTIFIED ON THE FLOOR PLANS AND ARE SHOWN FOR COORDINATION PURPOSES ONLY. THEY ARE NOT TO BE CONSIDERED A PART OF THE FINISH WORK UNLESS THEY ARE SHOWN FOR FUTURE EMPLOYMENT LOCATIONS.

**FLOOR PLAN LEGEND**



**KEY NOTES**

- A1 40 000 I.B. MECHANICAL LIFT DOCK LEVELER - SEE DOOR SCHEDULE FOR FURTHER INFO.
- A2 40 000 I.B. HYDRAULIC LIFT DOCK LEVELER - SEE DOOR SCHEDULE FOR FURTHER INFO.
- A3 PROTECTIVE CONCRETE CURB 1" HIGH AT THE FRONT AND 2" HIGH UP TO 4" HEIGHT AND TO THE TOP WALL AND SHALL BE 4" HIGH - TOTAL HEIGHT 1" - HOLD BACK IF FROM PERSONAL DOOR OPENINGS AND 1/2" FROM THROUGH DOOR OPENINGS, FINISH CONTROL JOINTS AT COLLARS AND ALONG WITH FLOOR SLAB CONTROL JOINTS, NOT TO EXCEED 5'-0" O.C. - SEE DETAIL, SHEET 1.
- A4 DOCK STANCHION W/ DOUBLE CONTROL WHEELS - SEE SHEET A18
- A5 END OF DOCK GUARDRAIL, PROTECTION AND STEP DETAIL - SEE SHEET A20
- A7 DOCK STEP AND GUARDRAIL - SEE SHEET A11
- A8 ROBERT TRIP - PAINTED WHITE, 1/4" HIGH, CONTINUE PAINT UP CONCRETE PROTECTIVE CURB AS REQUIRED.
- A9 STEEL LEGAL POSTS ON BOTH SIDES (PAINTED SAFETY YELLOW) - SEE SHEET A21
- A10 GALVANIZED METAL DOCK STAIR - SEE SHEET A11 FOR MORE INFORMATION.
- A11 PIPE RECLAM PAINTED SAFETY YELLOW - SEE DETAIL, SHEET 2 FOR INTERIOR AND SHEET 1 FOR EXTERIOR.
- A12 PROVIDE HEAVY BRACE IN HARD BLAN 4" FROM DOOR OPENINGS IN ALL DIRECTIONS. STUB UP CONDUIT IN CONCRETE CURB INSIDE DOOR OPENINGS, FINISH CONTROL JOINTS AT COLLARS AND ALONG WITH FLOOR SLAB CONTROL JOINTS.
- A13 1/2" PRE-FINISHED INSULATED METAL PANEL WITH CONTINUOUS BUTYL SEALANT IN PANEL JOINTS TYP. - SEE WALL SECTIONS FOR ADDITIONAL DETAILS.
- A14 1/2" PRE-FINISHED INSULATED METAL PANEL WITH CONTINUOUS BUTYL SEALANT IN PANEL JOINTS TYP. - SEE WALL SECTIONS FOR ADDITIONAL DETAILS.
- A15 1/4" TRUCK FOR WETWEAVE CHARGING @ BATTERY CHARGING.
- A17 STRUCTURAL TILT WALL PANELS - SEE STRUCTURAL DRAWINGS FOR MORE INFO.
- A18 INSULATED STRUCTURAL TILT WALL PANELS - SEE STRUCTURAL DRAWINGS FOR MORE INFO.

**GMA**  
 A R C O I N C  
 7320 Capital Plaza, Suite 200  
 Richmond Heights, MO 63117  
 P: (314) 522-5141  
 www.gma-architect.com

**ARCO**  
 MATERIALS CONSULTANTS  
 3015 WYOMING ST. SUITE 110  
 RICHMOND, MO 63110  
 P: (314) 282-8824  
 www.arcoinc.com

**ARCHITECT**  
 GMA ARCHITECTS, INC.  
 7320 CAPITAL PLAZA, SUITE 200  
 RICHMOND HEIGHTS, MO 63117  
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 ARCO MATERIALS CONSULTANTS  
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 RICHMOND, MO 63110  
 P: (314) 282-8824  
 www.arcoinc.com

**GENERAL CONTRACTOR**  
 MIES FAMILY FOODS  
 9638 Spaulder Road,  
 Kansas City, KS 66111

**PROJECT**  
 MIES FAMILY FOODS BITS COOLER/FREEZER

**NOT FOR CONSTRUCTION**

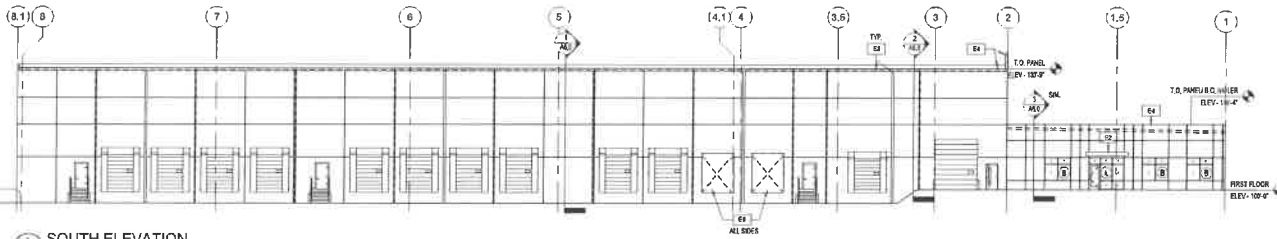
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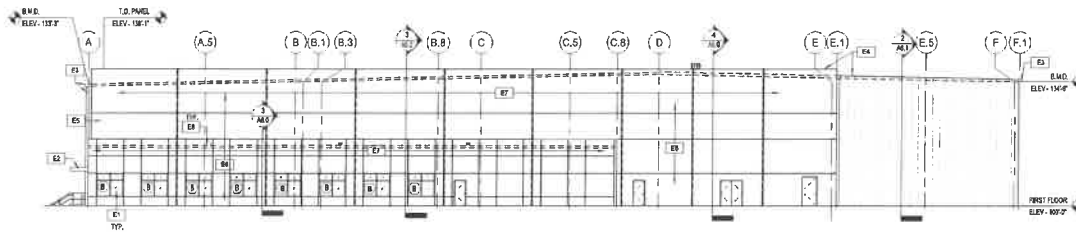
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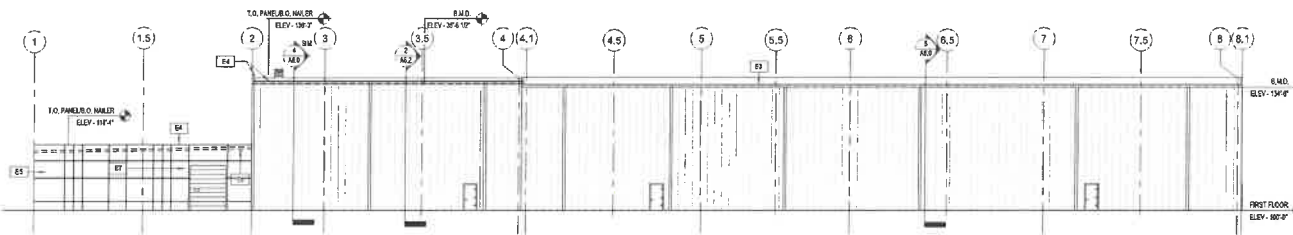
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**OVERALL FLOOR PLAN**



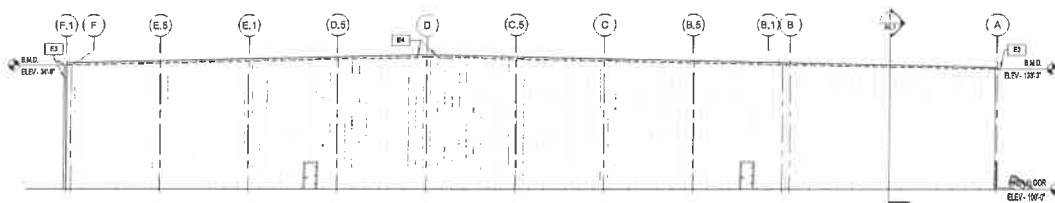
4 SOUTH ELEVATION  
A5.0 1/8" = 1'-0"



3 EAST ELEVATION  
A5.0 1/8" = 1'-0"



2 NORTH ELEVATION  
A5.0 1/8" = 1'-0"



1 WEST ELEVATION  
A5.0 1/8" = 1'-0"

KEY NOTES	
E1	GLAZING IN PREFABRICATED, THERMALLY-BROKEN STOREFRONTH WINDOW SYSTEM - SEE WINDOW TYPES
E2	PREFABRICATED METAL CANOPY ATTACHED TO TILT PANEL. COLOR TBD BY OWNER.
E3	PREFABRICATED METAL GUTTER AND DOWNSPOUTS - COLOR TO MATCH CORNING CAP.
E4	PREFABRICATED METAL COPING CAPRIDGE - COLOR TO BE SELECTED FROM MANUFACTURER'S STANDARD COLOR OPTIONS.
E5	CONCRETE PANELS W/ REVEALS (PARTIAL) - SEE WALL SECTIONS FOR ADDITIONAL DETAILS AND PANEL JOINT PLAN FOR JOINT LOCATIONS.
E6	3/4" DEEP HORIZONTAL REVEAL (PARTIAL) - SEE SHEET A2.4
E7	3/4" DEEP VERTICAL REVEAL (PARTIAL) - SEE SHEET A2.4
E8	OVERFLOW SCUPPER - SEE ROOF PLAN AND DETAILS FOR ADDITIONAL INFO.
E9	

**GMA**  
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7305 Clayton Road, Suite 200  
Richmond Heights, MO 63117  
P: 314.882.5181  
www.gma-arch.com

**ARCO**  
NATIONAL FAMILY FREEZER, INC.  
3915 NEW GARDEN, Suite 110  
Des Moines, IA 50324  
P: 515.282.6224  
www.arco.com

**REVISED**  
Revised Aspects To:  
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90% QACC SET - 06132024

PROJECT  
MIES FAMILY FOODS BITS COOLER/FREEZER  
6208 Spangler Road,  
Kansas City, KS 66111

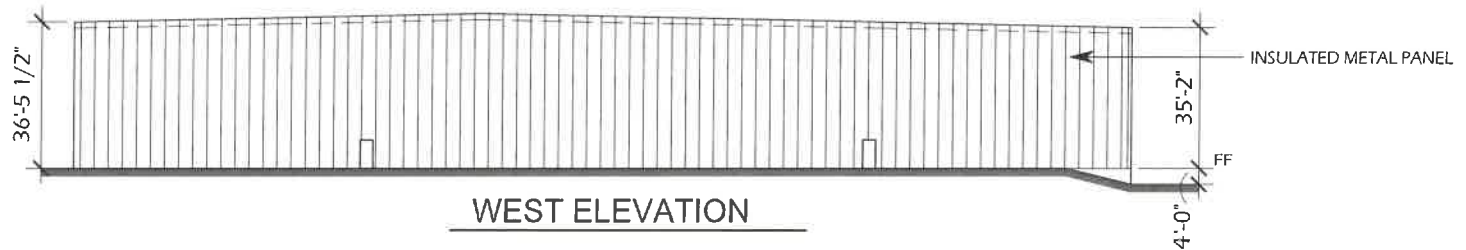
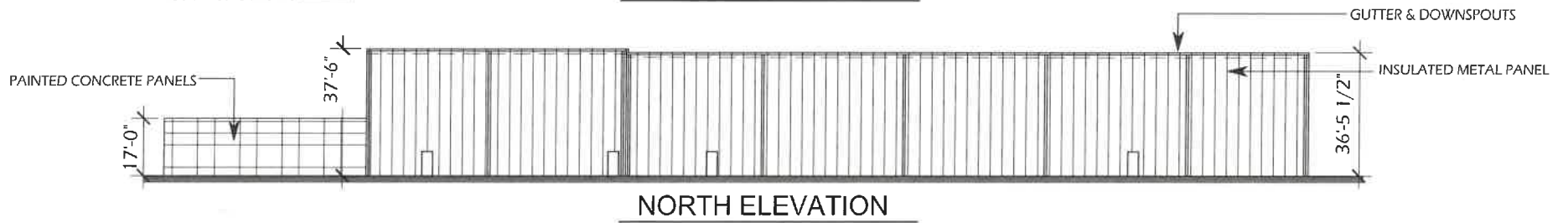
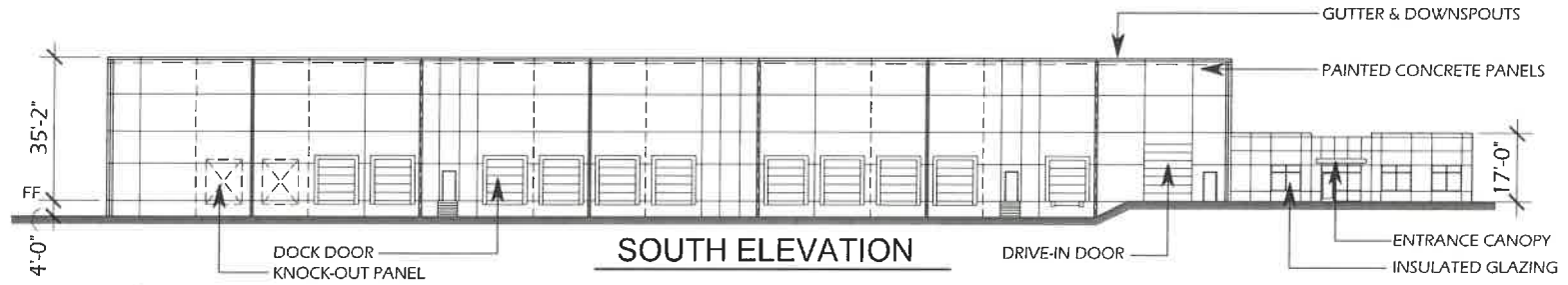
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CONSTRUCTION

JOB NO: 24158  
PL: [Name]  
ISSUE DATE: 2024.06.07

REVISIONS:  
DESCRIPTION DATE

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**A5.0**  
EXTERIOR ELEVATIONS





## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Chelsee Chism, Director</div> cchism@wycokck.org X8046	Economic Development
<b>AGENDA ITEM #7.2.</b>		
<b>PUBLIC HEARING: COMMUNITY IMPROVEMENT DISTRICT FOR THE HOMEFIELD PROJECT #2</b>		
<b>BACKGROUND</b>		
<p>There are two items to be heard:</p> <ol style="list-style-type: none"> <li>1. Public Hearing establishing the community improvement district and imposing the 2% community improvement district sales tax at K1 Racing and the Hilton Hotel.</li>   <li>2. An ordinance establishing the community improvement district and imposing the 2% community improvement district sales tax at K1 Racing and the Hilton Hotel.</li> </ol>		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Ordinance - CID Establishment - 98th and State Avenue (UG), R-81-25 - CID Public Hearing - Homefield #2 (UG)		

Approved by Mayor/Administrator to add to agenda.

(Published in *The Wyandotte Echo* on November \_\_, 2025)

**ORDINANCE NO. O-\_\_\_\_-25**

**AN ORDINANCE AUTHORIZING THE CREATION OF THE 98TH AND STATE AVENUE COMMUNITY IMPROVEMENT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.**

**WHEREAS**, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax to finance the Projects (as defined herein); and

**WHEREAS**, a petition dated June 20, 2025 (the “Petition”) was filed with the Unified Government Clerk proposing the creation of the 98th and State Avenue Community Improvement District (“District”) under the Act and the imposition of a community improvement district sales tax in order to pay a portion of the costs of the Projects; and

**WHEREAS**, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

**WHEREAS**, the Board of Commissioners (the “Governing Body”) of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) intends to create the District and levy the community improvement district sales tax in an amount of two percent (2.00%) (the “CID Sales Tax”) as requested in the Petition; and

**WHEREAS**, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official Unified Government newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

**WHEREAS**, on October 2, 2025, the Governing Body adopted Resolution No. R-81-25, directing that a public hearing on the proposed District be held on November 6, 2025, declaring its intent to impose the CID Sales Tax and requiring that the Unified Government Clerk provide notice for such public hearing as provided in the Act; and

**WHEREAS**, notice of the public hearing was duly published in the official Unified Government newspaper on October 16 and October 23, 2025, and mailed via certified mail to all property owners within the proposed District on October 16, 2025; and

**WHEREAS**, on this date, the Governing Body conducted a public hearing on the proposed District, the Projects, the estimated costs thereof, and the method of financing the same; and

**WHEREAS**, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Projects as described herein, approve the estimated costs of the Projects and the method of financing the same, all in accordance with the provisions of the Act.

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

**SECTION 1. Creation of Community Improvement District; Boundaries.** The Governing Body hereby finds and determines that the Petition is sufficient, and it is advisable to create, in accordance with the provisions of the Act, the District within the Unified Government. A legal description of the boundaries of the District is set forth on **Exhibit A**, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the District is attached as **Exhibit B**, attached hereto and incorporated by reference herein.

**SECTION 2. Authorization of Community Improvement District Projects and Estimated Costs.** The general nature of the proposed projects described in the Petition to be constructed within the District is approved as follows (collectively, the “Projects”):

The development of an approximately fifty-five thousand (55,000) square foot commercial development, featuring indoor electric kart racing, arcade games, virtual reality games, racing simulators, food and beverage services, and other ancillary amenities located within the area lying north of State Avenue, south of N 98th Street, west of N 98th Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas and the development of an extended stay hotel, having a nationally recognized brand and a minimum of ninety-nine (99) rooms located within the area lying north and west of Pinnacle Way, south of Parallel Parkway, and east of N 98th Street. The Projects may be further described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the Unified Government and the petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

The total estimated cost of the Projects is \$40,635,656. The proceeds from the CID Sales Tax shall be available to reimburse costs of the Projects, but in no event shall exceed \$6,500,000 (“CID Cap”). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any Projects costs, and such CID Cap shall not include and shall be net of financing costs, issuance-related fees, and applicable reserves.

**SECTION 3. Method of Financing, CID Sales Tax.** The proposed method of financing the Projects is through a combination of private equity, private debt, and District financing (including the CID Sales Tax), as pay-as-you-go financing as defined in the Act. No District special assessments or bonds are proposed with regard to the Projects.

The Governing Body hereby imposes the CID Sales Tax within the District in an amount of two percent (2.00%) on the selling of tangible personal property at retail or the rendering or furnishing of services taxable pursuant to the provisions of the Kansas retailers’ sales tax act within the District. The CID Sales Tax will commence on July 1, 2026, or such other date as shall be approved by ordinance of the Governing Body, and to continue for a maximum term of twenty-two (22) years.

**SECTION 4. Segregation of CID Revenues.** All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the Unified Government to be designated as the 98th and State Avenue Community Improvement District Revenue Fund, with such subaccounts as may be necessary for repayment of costs of the Projects. Such revenues shall be used to pay the costs of the Projects.

**SECTION 5. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication once in the official newspaper of the Unified Government pursuant to applicable law.

**SECTION 6. Recording.** The Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Wyandotte County, Kansas.

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**PASSED** by the Governing Body on this November 6, 2025 and **APPROVED AND SIGNED** by the Mayor/CEO.

By: \_\_\_\_\_  
Tyrone Garner, Mayor/CEO

[SEAL]

By: \_\_\_\_\_  
Monica Sparks, Unified Government Clerk

Approved as to form:

By: \_\_\_\_\_  
Office of Chief Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
98TH AND STATE AVENUE COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Wyandotte County, Kansas City, Kansas:

Lot 3, Schlitterbahn Vacation Village, Second Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas, less and except Lot 1, HOMEFIELD ATLAS 9, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

And also:

Lot 1, Home2 Suites, First Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

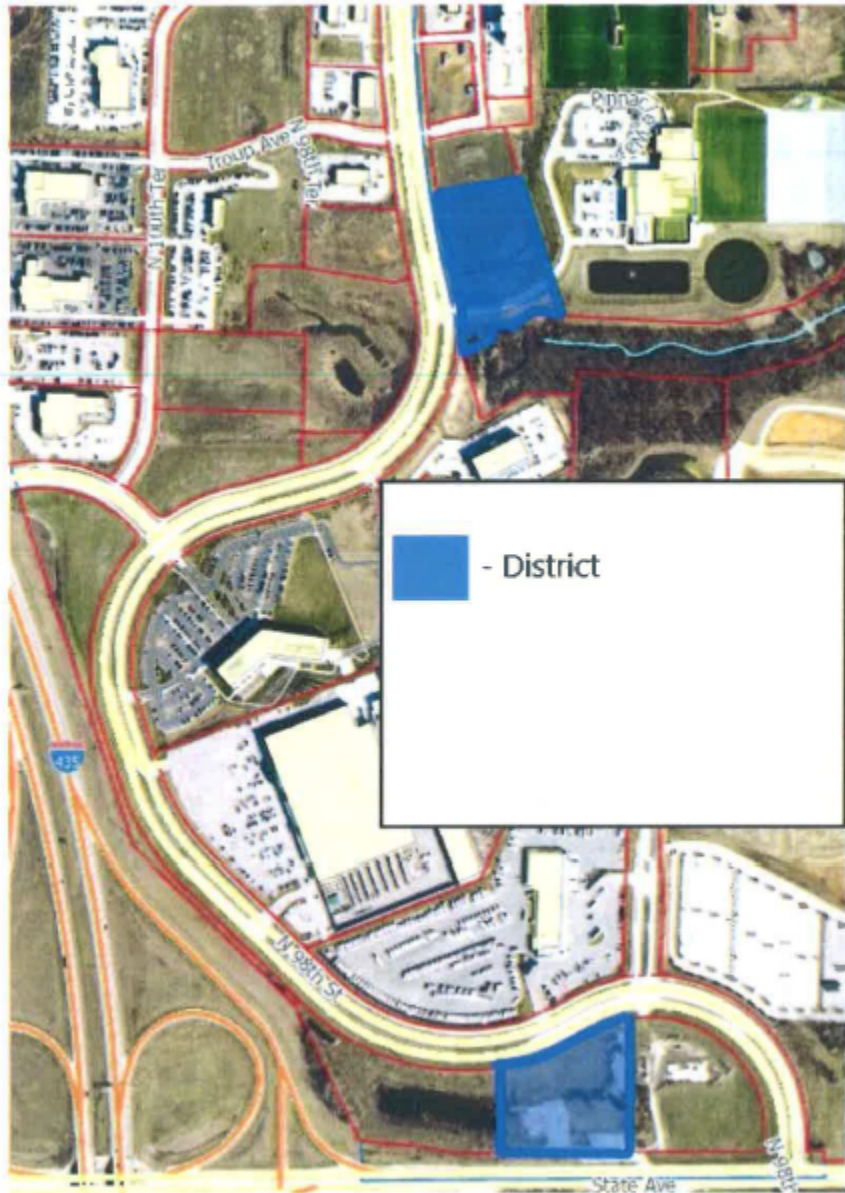
And also:

Tract D, Schlitterbahn Vacation Village, Fourth Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas, EXCEPT that part platted as Lot 1, Home2 Suites, First Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

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**EXHIBIT B**

**MAP OF 98TH AND STATE AVENUE COMMUNITY IMPROVEMENT DISTRICT**



(Published in *The Wyandotte Echo* on October 16 and October 23, 2025)

RESOLUTION NO. R- 81 -25

**A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO BE KNOWN AS THE 98TH AND STATE AVENUE COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE UNIFIED GOVERNMENT'S INTENT TO LEVY A SALES TAX WITHIN SUCH DISTRICT.**

**WHEREAS**, K.S.A. 12-6a26 *et. seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a sales tax upon property within the district; and

**WHEREAS**, a petition dated June 20, 2025 (the "Petition") was filed with the Unified Government Clerk proposing the creation of the 98th and State Avenue Community Improvement District (the "CID") under the Act and the imposition of a 2.0% sales tax (as described herein, the "CID Sales Tax") in order to pay the costs of the project as described herein and in the Petition (the "Project"); and

**WHEREAS**, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

**WHEREAS**, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") intends to consider creation of the CID and levying the CID Sales Tax as requested in the Petition; and

**WHEREAS**, the Unified Government's Board of Commissioners (the "Governing Body") hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Project, and levying the CID Sales Tax pursuant to the authority of the Act and further to provide for the giving of notice of said hearing in the manner required by the Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS, AS FOLLOWS:**

**SECTION 1. Petition.** The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

**SECTION 2. Public Hearing.** It is hereby authorized, ordered, and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Project set forth in Petition, and whether to levy the CID Sales Tax, such public hearing to be held on **November 6, 2025, at 7:00 p.m.**, or as soon thereafter as the matter can be heard, in the Commission Chambers, at the lobby level of the Municipal Office Building, 701 North 7<sup>th</sup> Street, Kansas City, Kansas, under the authority of the Act.

**SECTION 3. Proposed Projects.** The general nature of the Projects is as follows:

The development of an approximately fifty-five thousand (55,000) square foot commercial development, featuring indoor electric kart racing, arcade games, virtual reality games,

racing simulators, food and beverage services, and other ancillary amenities located within the area lying north of State Avenue, south of N 98th Street, west of N 98th Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas and the development of an extended stay hotel, having a nationally recognized brand and a minimum of ninety-nine (99) rooms located within the area lying north and west of Pinnacle Way, south of Parallel Parkway, and east of N 98th Street. The Projects may be further described as the construction, maintenance, and procurement of certain improvements, costs, and services within the CID, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Project, and the Unified Government and the petitioner's administrative costs in establishing and maintaining the CID, and any other items permitted to be financed within the CID under the Act.

**SECTION 4. Estimated Cost.** The total estimated cost of the Project is \$40,635,656. The proceeds from the CID Sales Tax shall be available to reimburse costs of the Project, but in no event shall exceed \$6,500,000 (the "CID Cap"). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any Project costs, and such CID Cap shall not include and shall be net of financing costs, issuance-related fees, and applicable reserves.

**SECTION 5. Method of Financing.** The proposed method of financing the Project is through a combination of private equity, private debt and CID financing, as pay-as-you-go financing as defined in the Act. No CID special assessments or CID bonds are proposed with regard to the Project.

**SECTION 6. Proposed CID Sales Tax.** It is proposed that the Projects be financed in part through the levying of a 2.0% CID Sales Tax as authorized by the Act, with such sales tax to commence on July 1, 2026, or such other date as shall be approved by ordinance of the Governing Body, and to continue for a maximum term of twenty-two (22) years.

**SECTION 7. Map and Legal Description of Proposed CID.** The legal description of the property to be contained in the proposed CID is set forth on Exhibit A attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as Exhibit B hereto and incorporated by reference herein.

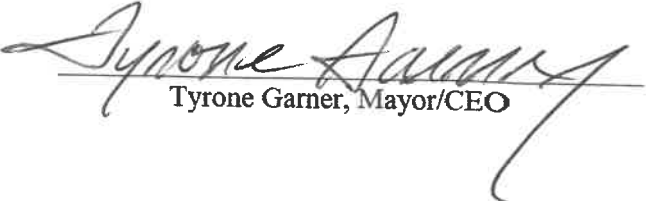
**SECTION 8. Notice of Hearing.** The Unified Government Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper. Such publication shall be at least once each week for two (2) consecutive weeks. The second publication shall be at least seven (7) days prior to the date of the hearing. The Unified Government Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least ten (10) days prior to the date of the hearing.

**SECTION 9. Effective Date.** This Resolution shall be effective upon adoption by the Governing Body.

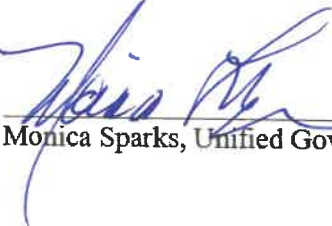
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**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS  
2ND DAY OF OCTOBER, 2025.**

(SEAL)

  
Tyrone Garner, Mayor/CEO

ATTEST:

  
Monica Sparks, Unified Government Clerk



Approved as to Form:

  
Office of Chief Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPOSED  
98TH AND STATE AVENUE COMMUNITY IMPROVEMENT DISTRICT**

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And also:

Lot 1, Home2 Suites, First Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

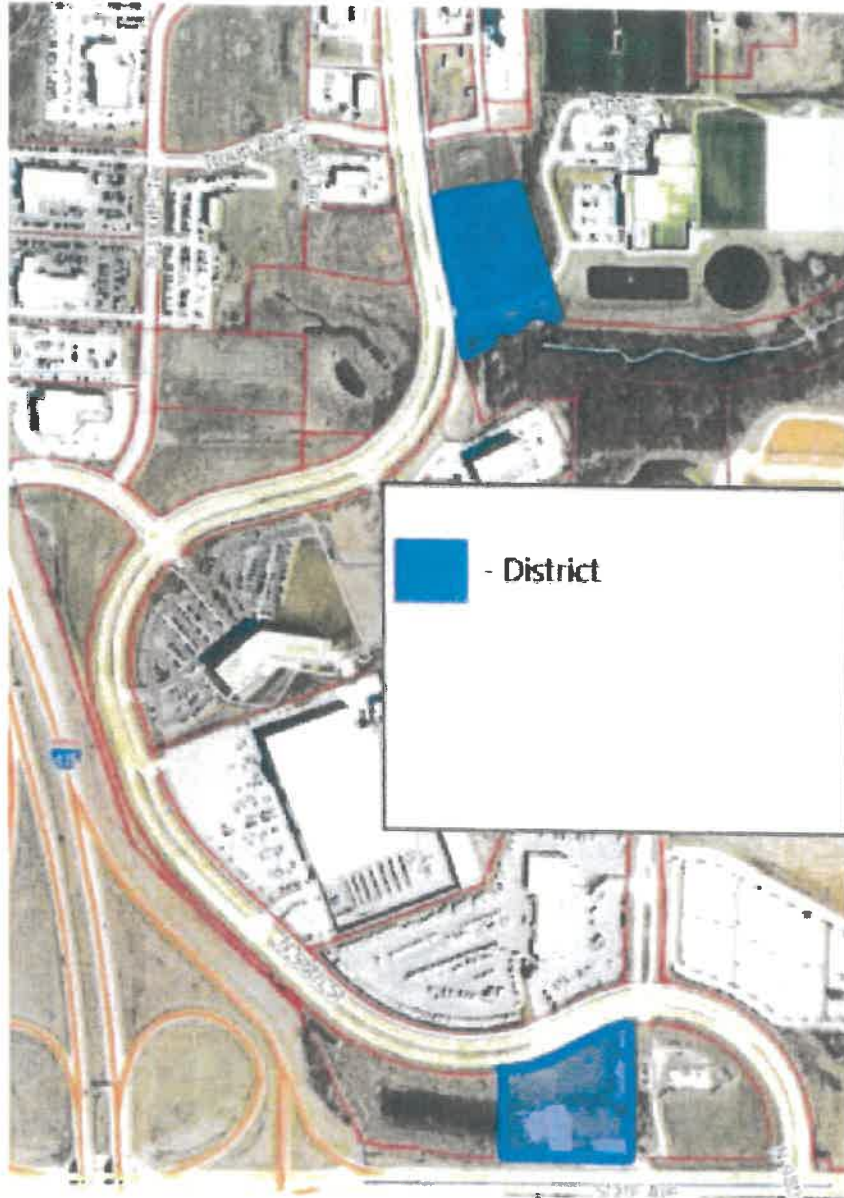
And also:

Tract D, Schlitterbahn Vacation Village, Fourth Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas, EXCEPT that part platted as Lot 1, Home2 Suites, First Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

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**EXHIBIT B**

**MAP OF PROPOSED 98TH AND STATE AVENUE  
COMMUNITY IMPROVEMENT DISTRICT**



UG CLERK  
N 20 '25 11:36

J.W

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**PETITION  
FOR THE CREATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

**98<sup>TH</sup> AND STATE AVENUE**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**June 20, 2025**

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**PETITION FOR THE CREATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

**TO:** The Governing Body,  
Unified Government of Wyandotte County/Kansas City, Kansas

The undersigned, being the owners of record, whether resident or not, of more than fifty-five percent (55%) of the land area, and more than fifty-five percent (55%) by assessed value of the land area, contained within the hereinafter described community improvement district hereby petition the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") to create a community improvement district and authorize the proposed project hereinafter set forth, all in the manner provided by K.S.A 12-6a26 *et seq.* (the "Act"). In furtherance of such request, the petitioners state as follows:

**1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT**

A map of the proposed community improvement district (the "District") is attached hereto as **EXHIBIT A**.

The legal description of the District is attached hereto as **EXHIBIT B**.

**2. GENERAL NATURE**

The general nature of the proposed projects (the "Projects") is as follows:

The development of an approximately fifty-five thousand (55,000) square foot commercial development, featuring indoor electric kart racing, arcade games, virtual reality games, racing simulators, food and beverage services, and other ancillary amenities ("K1 Speed") located within the area lying north of State Avenue, south of N 98<sup>th</sup> Street, west of N 98<sup>th</sup> Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas and the development of an extended stay hotel, having a nationally recognized brand and a minimum of ninety-nine (99) rooms ("Hotel") located within the area lying north and west of Pinnacle Way, south of Parallel Parkway, and east of N 98<sup>th</sup> Street. The Projects may be further described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Project, and the UG and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

**3. BUT FOR**

The petitioner certifies to the UG that but for the creation of the District, and the anticipated reimbursement of the costs of the Projects with revenue from the CID Sales Tax (as defined below), the Projects would not occur.

**4. ESTIMATED COST**

The total estimated cost of the Projects is \$40,635,656. The proceeds from the CID Sales Tax shall be available to reimburse CID Project Costs, but in no event shall exceed \$6,500,000 (the "CID Cap"). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any CID Project Costs, and such CID Cap shall not include and shall be net of financing costs, issuance-related fees, and applicable reserves. For purposes of this Petition, the term "CID Project Costs" means those hard construction costs eligible to be paid from District revenues for the Projects in accordance with K.S.A. 12-6a26 *et seq.* and the budget attached hereto as **EXHIBIT C**.

**5. PROPOSED METHOD OF FINANCING**

It is proposed that the Projects be financed through a combination of private equity, private debt and District financing (including the CID Sales Tax) as pay-as-you-go financing (as defined in the Act).

**6. PROPOSED METHOD AND AMOUNT OF ASSESSMENT**

The Projects will not be financed through the levy of special assessments on any property within the boundaries of the District.

**7. PROPOSED AMOUNT OF SALES TAX**

It is being proposed that the Projects be financed through the levying of an additional two percent (2.0%) District sales tax as authorized by the Act, with such sales tax to commence on July 1, 2026, or such other date as shall be approved by ordinance of the UG, and to continue for a maximum term of twenty-two (22) years (the "CID Sales Tax").

**8. FINANCIAL ABILITY TO COMPLETE AND OPERATE**

The undersigned hereby state that they have the financial ability to complete and operate the Projects.

**9. NOTICE TO PETITION SIGNERS**

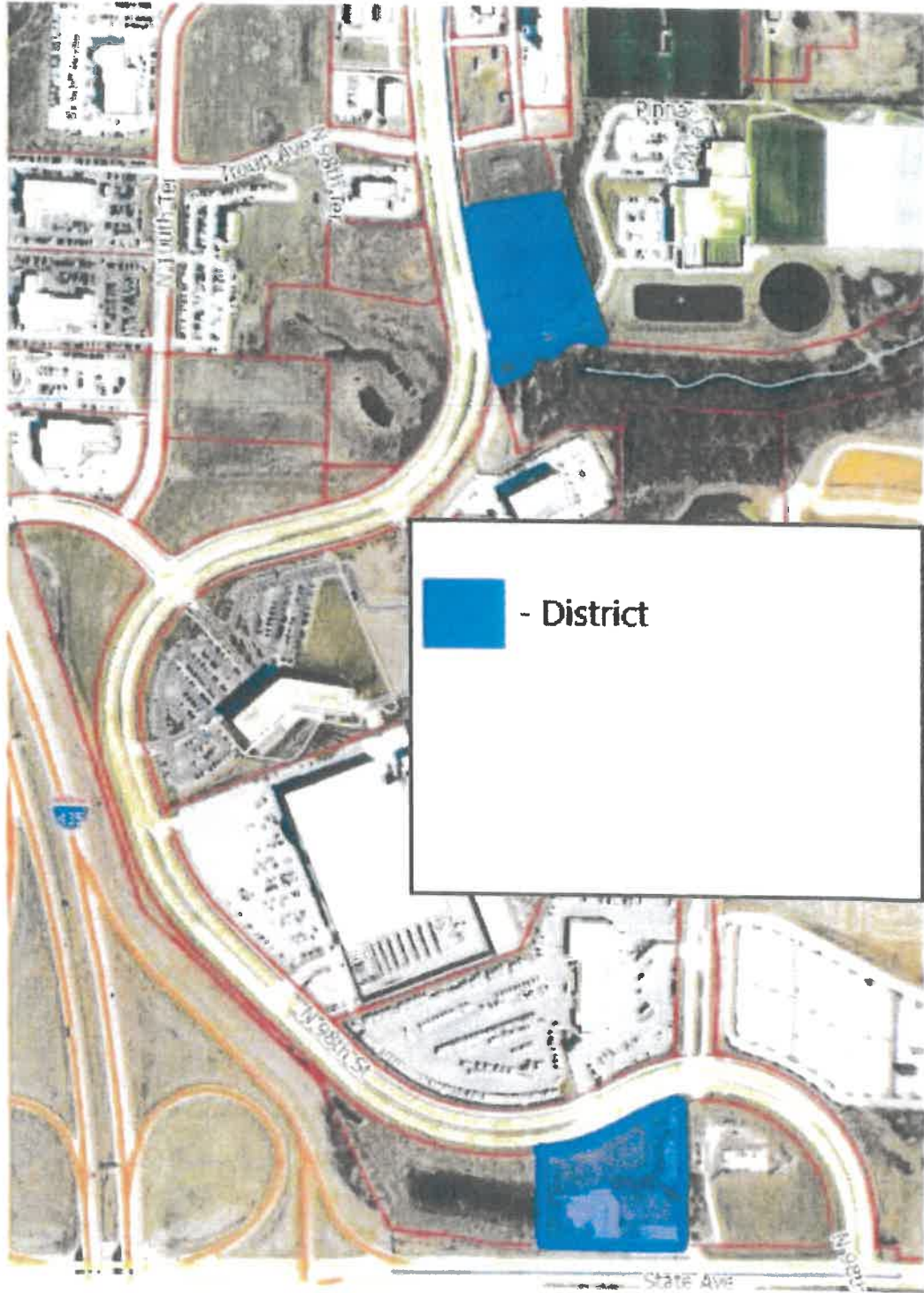
**NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS HEREOF AFTER THE UG COMMENCES CONSIDERATION OF THIS PETITION, OR LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK, WHICHEVER OCCURS FIRST.**

**THE SIGNER(S) HEREOF CONSENT TO ANY ASSESSMENTS TO THE EXTENT DESCRIBED HEREIN WITHOUT REGARD TO BENEFITS CONFERRED BY THE PROJECT.**

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**EXHIBIT A**  
**MAP OF DISTRICT**



**EXHIBIT B**

**LEGAL DESCRIPTION OF DISTRICT**

Lot 3, Schlitterbahn Vacation Village, Second Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas, less and except Lot 1, HOMEFIELD ATLAS 9, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

And also:

Lot 1, Home2 Suites, First Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

And also:

Tract D, Schlitterbahn Vacation Village, Fourth Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas, EXCEPT that part platted as Lot 1, Home2 Suites, First Plat, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

**EXHIBIT C**  
**ESTIMATED COST**

	<b>Total Est. Cost</b>	<b>*Use of CID Revenues</b>
K1 Speed	<b>\$20,925,936</b>	<b>\$4,000,000</b>
Hotel	<b>\$19,709,720</b>	<b>\$2,500,000</b>
<b>TOTAL</b>	<b>\$40,635,656</b>	<b>\$6,500,000</b>

\*Reimbursable line-item amounts are estimates and may be reallocated by HFS KCK, LLC ("Developer").



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="586 386 1036 478" style="border: 1px solid black; padding: 5px;">           David Johnston, County Administrator         </div> djohnston@wycokck.org x5027	Administrator's Office
<b>AGENDA ITEM #8.1.</b>		
<b>ORDINANCE: AMENDING LEVY OF TRANSIENT GUEST TAX</b>		
<b>BACKGROUND</b>		
<p>A Charter Ordinance exempting the Unified Government of Wyandotte County/Kansas City, Kansas, from the provisions of K.S.A. 12-1697(a) relating to the levy of a transient guest tax, to the minimum rate thereof, and to the purposes for which such transient guest tax monies may be spent; providing substitute and additional provisions on the same subject; and superseding Sections 2, 3, and 4 of Charter Ordinance No. CO-01-18.</p>		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
Unknown at this time.		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Charter Ordinance for Transient Guest Tax_Full Commision_v2, 2025-10-02_KCK Transient Guest Tax Info - Commission, 012_016_0097_k, CO-01-18		

Approved by Mayor/Administrator to add to agenda.

**CHARTER ORDINANCE NO. CO-\_\_\_\_-25**

**A charter ordinance exempting the Unified Government of Wyandotte County/Kansas City, Kansas, from the provisions of K.S.A. 12-1697(a) relating to the levy of a transient guest tax, to the minimum rate thereof, and to the purposes for which such transient guest tax monies may be spent; providing substitute and additional provisions on the same subject; and superseding Sections 2, 3 and 4 of Charter Ordinance No. CO-01-18.**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

**Section 1.** The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of paragraph (a) of K.S.A. 12-1697, relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent. K.S.A. 12-1697(a) is part of an enactment which is applicable to Kansas City, Kansas, but is not applicable uniformly to all cities. Substitute and additional provisions are enacted in this Charter Ordinance.

**Section 2.** In order to provide revenues to promote tourism, conventions, economic development related to tourism, and capital improvement of the park system, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized to levy a transient guest tax at a rate not to exceed ten percent, and does hereby levy a transient guest tax at the rate of ten percent from January 1, 2026 through December 31, 2029, upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, transient accommodations, short-term rental, bed-and-breakfast or tourist court within the boundaries of the City of Kansas City, Kansas.

**Section 3.** No less than three percent (3%) of the receipts derived from the transient guest tax shall be used for capital improvement projects of the parks and recreation department. The remaining receipts derived from the transient guest tax shall be placed in a Convention and Tourism Fund to be used for the promotion of conventions, the promotion of tourism, and economic development related to tourism within Kansas City, Kansas.

**Section 4.** The provisions of this ordinance shall supersede Sections 2, 3, and 4 of Charter Ordinance No. CO-01-18 from January 1, 2026, through December 31, 2029, after which the provisions of this ordinance shall no longer be in effect.

**Section 5.** This ordinance shall be published once each week for two consecutive weeks in The Wyandotte Echo.

**Section 7.** This is a Charter Ordinance and shall take effect 61 days after final publication, unless a petition signed by a number of electors within the City of Kansas City, Kansas, equal to not less than ten percent of the number of electors who voted at the last preceding regular election shall be filed in the office of the Unified Government Clerk demanding that this Charter Ordinance

be submitted to a vote of the electors of the City of Kansas City, Kansas, in which event this Charter Ordinance shall take effect when approved by a majority of the electors of the City of Kansas City, Kansas, voting at an election held for such purpose.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECT VOTING IN FAVOR THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

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Tyrone Garner, Mayor/CEO

ATTEST:

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Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:

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Angela J. Lawson, Acting Chief Counsel

# Transient Guest (Tourism) Tax

CITY	RATE
Bonner Springs	6.00%
Edwardsville	6.00%
Lawrence	6.00%
Olathe	6.00%
Wichita	6.00%
Lansing	7.00%
Topeka	7.00%
Kansas City	8.00%
Leawood	8.00%
Lenexa	8.00%
Merriam	8.00%
Roeland Park	8.00%
Shawnee	8.00%
Mission	9.00%
Overland Park	9.00%
Kansas City, MO	7.50%

Voted to raise to 8%

Voted to raise to 9%

Generates \$4.76M in Revenue (2025 Budget)

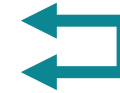
### Revenues Allocated to:

- Convention and Visitor's Bureau
- Sister City Initiatives
- Tourism Initiatives
- Memorial Hall
- Destination Parks & Recreation projects



# KCK Sales & Transient Guest Tax

Hotel	TGT %	Sales %	Total Tax %
Hilton Garden Inn	8%	11.125%	19.125%
Margaritaville Hotel	8%	11.125%	19.125%
Residence Inn KC at Legends	8%	10.725%	18.725%
Fairfield Inn & Suites at Legends	8%	10.625%	18.625%
Home2 Suites at KU Med	8%	10.375%	18.375%
Holiday Inn KC at KU Med	8%	10.125%	18.125%
Holiday Inn KC at Legends	8%	10.125%	18.125%
Country Inn & Suites at Village West	8%	9.725%	17.725%
Homewood Suites KC Speedway	8%	9.725%	17.725%
American Motel	8%	9.125%	17.125%
Baymont by Wyndham KC	8%	9.125%	17.125%
Best Western Plus KC Speedway	8%	9.125%	17.125%
Candlewood Suites KC Speedway	8%	9.125%	17.125%
Chateau Avalon Hotel	8%	9.125%	17.125%
Clark Motel	8%	9.125%	17.125%
Comfort Suites Speedway	8%	9.125%	17.125%
Crest Motel	8%	9.125%	17.125%
Days Inn by Wyndham KC Speedway	8%	9.125%	17.125%
Great Wolf Lodge	8%	9.125%	17.125%
Hampton Inn KC at Legends	8%	9.125%	17.125%
Quality Inn I-70 KC Speedway	8%	9.125%	17.125%



Highest Lodging Tax Rate  
in KCK:  
**19.125% (2 Hotels)**



Lowest Lodging Tax Rate  
in KCK:  
**17.125% (12 hotels)**



# Metro Lodging Tax Rate Comparison- Current

City	TGT %	Sales %	Total Tax %	Cost of \$150 Room
KCMO High*	7.5%	10.975%	18.475%	\$180.71
Olathe High	9%	11.475%	20.475%	\$180.71
Overland Park High	9%	10.35%	19.35%	\$179.03
<b>KCK (2 Hotels)</b>	<b>8%</b>	<b>11.125%</b>	<b>19.125%</b>	<b>\$178.69</b>
<b>KCK (1 Hotel)</b>	<b>8%</b>	<b>11.125%</b>	<b>18.725%</b>	<b>\$178.09</b>
<b>KCK (1 Hotel)</b>	<b>8%</b>	<b>11.125%</b>	<b>18.625%</b>	<b>\$177.94</b>
KCMO Low*	7.5%	8.975%	16.475%	\$177.71
Olathe Low	9%	9.475%	18.475%	\$177.71
Lawrence High	8%	10.35%	18.35%	\$177.53
Lenexa High	8%	10.35%	18.35%	\$177.53
Overland Park Low	9%	9.35%	18.35%	\$177.53
Shawnee	8%	9.6%	17.6%	\$176.40
Lawrence Low	8%	9.35%	17.35%	\$176.03
Lenexa Low	8%	9.35%	17.35%	\$176.03
<b>KCK Low</b>	<b>8%</b>	<b>9.125%</b>	<b>17.125%</b>	<b>\$175.69</b>
Independence High	7%	9.725%	16.725%	\$175.09
Independence Low	7%	8.6%	15.6%	\$173.40
Bonner Springs	6%	9.25%	15.25%	\$172.88
Riverside, MO	4%	6.975%	10.975%	\$166.46



Highest Lodging  
Tax Rate in KCK:  
**19.125-18.625% (4 Hotels)**



Lowest Lodging Tax Rate  
in KCK:  
**17.125% (12 hotels)**

\*KCMO adds a \$3-per-day fee on hotels

# Metro Lodging Tax Rate Comparison-1% Increase

City	TGT %	Sales %	Total Tax %	Cost of \$150 Room
KCMO High*	7.5%	10.975%	18.475%	\$180.71
Olathe High	9%	11.475%	20.475%	\$180.71
<b>KCK (2 Hotels)</b>	<b>9%</b>	<b>11.125%</b>	<b>20.125%</b>	\$180.19
<b>KCK (1 Hotel)</b>	<b>8%</b>	<b>11.125%</b>	<b>19.725%</b>	\$179.59
<b>KCK (1 Hotel)</b>	<b>8%</b>	<b>11.125%</b>	<b>19.625%</b>	\$179.44
Overland Park High	9%	10.35%	19.35%	\$179.03
KCMO Low*	7.5%	8.975%	16.475%	\$177.71
Olathe Low	9%	9.475%	18.475%	\$177.71
Lawrence High	8%	10.35%	18.35%	\$177.53
Lenexa High	8%	10.35%	18.35%	\$177.53
Overland Park Low	9%	9.35%	18.35%	\$177.53
<b>KCK Low</b>	<b>9%</b>	<b>9.125%</b>	<b>18.125%</b>	\$177.19
Shawnee	8%	9.6%	17.6%	\$176.40
Lawrence Low	8%	9.35%	17.35%	\$176.03
Lenexa Low	8%	9.35%	17.35%	\$176.03
Independence High	7%	9.725%	16.725%	\$175.09
Independence Low	7%	8.6%	15.6%	\$173.40
Bonner Springs	6%	9.25%	15.25%	\$172.88
Riverside, MO	4%	6.975%	10.975%	\$166.46



Highest Lodging Tax Rate in KCK:  
**20.125-19.625%** (4 Hotels)



Lowest Lodging Tax Rate in KCK:  
**18.125%** (12 hotels)

\*KCMO adds a \$3-per-day fee on hotels

# Metro Lodging Tax Rate Comparison-2% Increase

City	TGT %	Sales %	Total Tax %	Cost of \$150 Room
<b>KCK (2 hotels)</b>	<b>10%</b>	<b>11.125%</b>	<b>21.125%</b>	<b>\$181.69</b>
<b>KCK (1 hotel)</b>	<b>10%</b>	<b>10.725%</b>	<b>20.725%</b>	<b>\$181.09</b>
<b>KCK (1 hotel)</b>	<b>10%</b>	<b>10.625%</b>	<b>20.625%</b>	<b>\$180.94</b>
KCMO High*	7.5%	10.975%	18.475%	\$180.71
Olathe High	9%	11.475%	20.475%	\$180.71
Overland Park High	9%	10.35%	19.35%	\$179.03
<b>KCK Low</b>	<b>10%</b>	<b>9.125%</b>	<b>19.125%</b>	<b>\$178.69</b>
KCMO Low*	7.5%	8.975%	16.475%	\$177.71
Olathe Low	9%	9.475%	18.475%	\$177.71
Lawrence High	8%	10.35%	18.35%	\$177.53
Lenexa High	8%	10.35%	18.35%	\$177.53
Overland Park Low	9%	9.35%	18.35%	\$177.53
Shawnee	8%	9.6%	17.6%	\$176.40
Lawrence Low	8%	9.35%	17.35%	\$176.03
Lenexa Low	8%	9.35%	17.35%	\$176.03
Independence High	7%	9.725%	16.725%	\$175.09
Independence Low	7%	8.6%	15.6%	\$173.40
Bonner Springs	6%	9.25%	15.25%	\$172.88
Riverside, MO	4%	6.975%	10.975%	\$166.46



Highest Lodging Tax Rates in KCK & Region:  
**21.125-20.625% (4 hotels)**



Lowest Lodging Tax Rate in KCK:  
**19.125% (12 hotels)**

\*KCMO adds a \$3-per-day fee on hotels

# Metro Lodging Tax Rate Comparison-3% Increase

City	TGT %	Sales %	Total Tax %	Cost of \$150 Room
<b>KCK (2 hotels)</b>	<b>11%</b>	<b>11.125%</b>	<b>22.125%</b>	<b>\$183.19</b>
<b>KCK (1 hotel)</b>	<b>11%</b>	<b>10.725%</b>	<b>21.725%</b>	<b>\$182.59</b>
<b>KCK (1 hotel)</b>	<b>11%</b>	<b>10.625%</b>	<b>21.625%</b>	<b>\$182.44</b>
<b>KCK (1 hotel)</b>	<b>11%</b>	<b>10.375%</b>	<b>21.375%</b>	<b>\$182.06</b>
<b>KCK (2 hotels)</b>	<b>11%</b>	<b>10.125%</b>	<b>21.125%</b>	<b>\$181.69</b>
<b>KCK (2 hotels)</b>	<b>11%</b>	<b>9.725%</b>	<b>20.725%</b>	<b>\$181.09</b>
KCMO High*	7.5%	10.975%	18.475%	\$180.71
Olathe High	9%	11.475%	20.475%	\$180.71
<b>KCK Low</b>	<b>11%</b>	<b>9.125%</b>	<b>20.125%</b>	<b>\$180.19</b>
Overland Park High	9%	10.35%	19.35%	\$179.03
KCMO Low*	7.5%	8.975%	16.475%	\$177.71
Olathe Low	9%	9.475%	18.475%	\$177.71
Lenexa High	8%	10.35%	18.35%	\$177.53
Overland Park Low	9%	9.35%	18.35%	\$177.53
Shawnee	8%	9.6%	17.6%	\$176.40
Lenexa Low	8%	9.35%	17.35%	\$176.03
Independence High	7%	9.725%	16.725%	\$175.09
Lawrence High	6%	10.35%	16.35%	\$174.53
Independence Low	7%	8.6%	15.6%	\$173.40
Lawrence Low	6%	9.35%	15.35%	\$173.03
Bonner Springs	6%	9.25%	15.25%	\$172.88
Riverside, MO	4%	6.975%	10.975%	\$166.46



Highest Lodging Tax Rates in KCK & Region:  
**22.125-20.725% (9 hotels)**

Lowest Lodging Tax Rate in KCK:  
**20.125% (12 hotels)**

\*KCMO adds a \$3-per-day fee on hotels

# Metro Lodging Tax Rate Comparison-4% Increase

City	TGT %	Sales %	Total Tax %	Cost of \$150 Room
KCK (2 hotels)	12%	11.125%	23.125%	\$184.69
KCK (1 hotel)	12%	10.725%	22.725%	\$184.09
KCK (1 hotel)	12%	10.625%	22.625%	\$183.94
KCK (1 hotel)	12%	10.375%	22.375%	\$183.56
KCK (2 hotels)	12%	10.125%	22.125%	\$183.19
KCK (2 hotels)	12%	9.725%	21.725%	\$182.59
<b>KCK Low</b>	<b>12%</b>	<b>9.125%</b>	<b>21.125%</b>	<b>\$181.69</b>
KCMO High*	7.5%	10.975%	18.475%	\$180.71
Olathe High	9%	11.475%	20.475%	\$180.71
Overland Park High	9%	10.35%	19.35%	\$179.03
KCMO Low*	7.5%	8.975%	16.475%	\$177.71
Olathe Low	9%	9.475%	18.475%	\$177.71
Lenexa High	8%	10.35%	18.35%	\$177.53
Overland Park Low	9%	9.35%	18.35%	\$177.53
Shawnee	8%	9.6%	17.6%	\$176.40
Lenexa Low	8%	9.35%	17.35%	\$176.03
Independence High	7%	9.725%	16.725%	\$175.09
Lawrence High	6%	10.35%	16.35%	\$174.53
Independence Low	7%	8.6%	15.6%	\$173.40
Lawrence Low	6%	9.35%	15.35%	\$173.03
Bonner Springs	6%	9.25%	15.25%	\$172.88
Riverside, MO	4%	6.975%	10.975%	\$166.46



Highest Lodging Tax Rates in  
KCK & Region:  
**23.125-21.125% (21 hotels)**

\*KCMO adds a \$3-per-day fee on hotels

# National Lodging Tax Rates (2023)

## Top Urban Centers Total Lodging Tax Rate Ranking 2023

City	Total
1 Omaha, NE	20.50%
2 Cincinnati, OH	19.30%
3 St. Louis, MO	18.93%
4 Overland Park, KS	18.10%
5 Memphis, TN	17.75%
5 Honolulu, HI	17.75%
7 Columbus, OH	17.50%
7 San Antonio, TX	17.50%
7 El Paso, TX	17.50%
7 Baltimore, MD	17.50%
7 Cleveland, OH	17.50%
7 Birmingham, AL	17.50%
13 Chicago, IL	17.39%
14 Toledo, OH	17.25%
14 Knoxville, TN	17.25%
14 Chattanooga, TN	17.25%

## Frequency of Total Lodging Tax Rates

### Total Lodging Tax Rates 150 Largest US Cities

Maximum 20.50%

Minimum 8.00%

Median 14.00%

Average 14.19%

Mode 13.00%

*Source: 2024 HVS Lodging Tax Report – USA  
Note: Does not include special assessments*

# Our Recommendations

## **Keep TGT rate competitive with the region**

- At 1% increase to 9%. no KCK hotel is highest in the region
- At 2% increase to 10%, 4 KCK hotels are highest in the region

## **Use caution in putting general fund item in special fund**

- Consider as a budget allocation instead of designating specific project(s)
- As passed from committee, 3% to Parks is more than the increase, lowering the amount in the fund available to tourism promotion and economic development initiatives
- Limit any allocation to the TGT increase amount

## **Include a sunset to evaluate impacts**

- Recommend a 2-3 year sunset
- Be sure the sunset reverts back to previous rates and does not remove the TGT tax

## 2024 Kansas Statutes

**12-1697. Same; tax levy by city or county; basis of tax; payment and collection; requirements prior to levy.** (a) In order to provide revenues to promote tourism and conventions, the governing body of any county or the governing body of any city is hereby authorized to levy a transient guest tax at not to exceed the rate of 2% upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or tourist court. The percentage of such tax shall be determined by the board of county commissioners or the city governing body and shall be specified in the resolution or ordinance authorizing the same.

(b) Any transient guest tax levied pursuant to this section shall be based on the gross rental receipts collected by any business or accommodations broker.

(c) The taxes levied pursuant to this section shall be paid by the consumer or user to the business and it shall be the duty of each and every business to collect from the consumer or user the full amount of any such tax, or an amount equal as nearly as possible or practicable to the average equivalent thereto. Each business collecting any of the taxes levied hereunder shall be responsible for paying over the same to the state department of revenue in the manner prescribed by K.S.A. 12-1698, and amendments thereto, and the state department of revenue shall administer and enforce the collection of such taxes.

(d) A transient guest tax authorized by this section shall not be levied until the governing body of such county or city has passed a resolution or ordinance authorizing the same.

(e) The collection of any county or city transient guest tax authorized to be levied pursuant to this section shall commence on the first day of the calendar quarter next following the 30th day after the date of the receipt by the department of revenue of the resolution or ordinance authorizing the levy of such tax.

**History:** L. 1977, ch. 93, § 2; L. 1989, ch. 60, § 2; L. 1997, ch. 185, § 5; July 1.

Published on 10-4-18 and 10-11-18

**CHARTER ORDINANCE NO. CO-DL-18**

A charter ordinance exempting the Unified Government of Wyandotte County/Kansas City, Kansas, from the provisions of K.S.A. 12-1697(a) relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent; providing substitute and additional provisions on the same subject; exempting the Unified Government from the provisions of K.S.A. 12-16,101, relating to the establishment of a convention and tourism committee, its composition, the appointment of members, the length of members' terms, and the authority to contract; and repealing Charter Ordinance 03-08 of the Unified Government of Wyandotte County/Kansas City, Kansas,

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

**Section 1.** The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of K.S.A. 12-16,101, relating to the establishment of a convention and tourism committee, its composition, the appointment of members, the length of members' terms, and the authority to contract. Such statute is part of an enactment which is applicable to Kansas City, Kansas, but is not applicable uniformly to all cities.

**Section 2.** The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of paragraph (a) of K.S.A. 12-1697, relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent. K.S.A. 12-1697(a) is part of an enactment which is applicable to Kansas City, Kansas, but is not applicable uniformly to all cities. Substitute and additional provisions are enacted in this Charter Ordinance.

**Section 3.** In order to provide revenues to promote tourism, conventions, and economic development related to tourism, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized to levy a transient guest tax at a rate not to exceed eight percent (8%), and does hereby levy a transient guest tax at the rate of eight percent (8%), upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, transient accommodations, short-term rental, bed-and-breakfast or tourist court within the boundaries of the City of Kansas City, Kansas.

**Section 4.** All such receipts derived from the transient guest tax shall be placed in a Convention and Tourism Fund to be used for the promotion of conventions, the promotion of tourism, and economic development related to tourism within Kansas City, Kansas. A minimum of One Million Fifty Thousand Dollars and NO/100 (\$1,050,000.00) of such receipts shall be spent on the promotion of tourism on an annual basis.

**Section 5.** Charter Ordinance No. C-03-08 of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby repealed.

**Section 6.** This ordinance shall be published once each week for two consecutive weeks in The Wyandotte Echo.

**Section 7.** This is a Charter Ordinance and shall take effect 61 days after final publication, unless a petition signed by a number of electors within the City of Kansas City, Kansas, equal to not less than ten percent of the number of electors who voted at the last preceding regular election shall be filed in the office of the Unified Government Clerk demanding that this Charter Ordinance be submitted to a vote of the electors of the City of Kansas City, Kansas, in which event this Charter Ordinance shall take effect when approved by a majority of the electors of the City of Kansas City, Kansas, voting at an election held for such purpose.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECT VOTING IN FAVOR THEREOF, THIS 27 DAY OF Sept 2018.

  
David Alvey, Mayor/CEO

Attest:

  
Unified Government Clerk

**CHARTER ORDINANCE NO. CO-\_\_-18**

A charter ordinance exempting the Unified Government of Wyandotte County/Kansas City, Kansas, from the provisions of K.S.A. 12-1697(a) relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent; providing substitute and additional provisions on the same subject; exempting the Unified Government from the provisions of K.S.A. 12-16,101, relating to the establishment of a convention and tourism committee, its composition, the appointment of members, the length of members' terms, and the authority to contract; ~~providing substitute and additional provisions on the same subjects~~; and repealing ~~Charter Ordinance No. 93 and Charter Ordinance No. CO-2-02-Charter Ordinance 03-08~~ of the Unified Government of Wyandotte County/Kansas City, Kansas,

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

**Section 1.** The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of K.S.A. 12-16,101, relating to the establishment of a convention and tourism committee, its composition, the appointment of members, the length of members' terms, and the authority to contract. Such statute is part of an enactment which is applicable to Kansas City, Kansas, but is not applicable uniformly to all cities. Substitute and additional provisions are found in the 1988 Code of Ordinances of the City of Kansas City, Kansas, Sections 2-401 through 2-403.

**Section 2.** The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of paragraph (a) of K.S.A. 12-1697, relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent. K.S.A. 12-1697(a) is part of an enactment which is applicable to Kansas City, Kansas, but is not applicable uniformly to all cities. Substitute and additional provisions are enacted in this Charter Ordinance.

**Section 3.** In order to provide revenues to promote tourism, ~~and conventions, and economic development related to tourism, for the purpose of paying a portion of the principal and interest on bonds issued under K.S.A. 12-1774, and to finance the renovation of the Jack Reardon Civic Center and the construction and equipping of the adjacent hotel facility~~, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized to levy a transient guest tax at a rate not to exceed eight percent (8%), and does hereby levy a transient guest tax at the rate of eight percent (8%), upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, transient accommodations, short-term rental, bed-and-breakfast or tourist court within the boundaries of the City of Kansas City, Kansas.

**Section 4.** ~~Of the All such~~ receipts derived from the transient guest tax, ~~74.375 percent~~ shall be placed in a Convention and Tourism Fund to be used for the promotion of conventions, ~~and the promotion of~~ tourism, and economic development related to tourism within Kansas City, Kansas. A minimum of One Million Fifty Thousand Dollars and NO/100 (\$1,050,000.00) of such

~~receipts shall be spent on the promotion of tourism on an annual basis. the Unified Government of Wyandotte County/Kansas, and 25.625 percent shall be placed in a reserve fund for promotion of downtown tourism development. Without regard of the percentage allocation specified herein, all of the transient guest tax revenues may be pledged by the Unified Government of Wyandotte County/Kansas City, Kansas to make payments on bonds issued for the renovation of Jack Reardon Civic Center and the construction and equipping of the adjacent hotel facility. In the event bonds are issued under K.S.A. 12-1774 for a redevelopment district, transient guest tax revenues from the redevelopment district may be pledged to pay such bonds.~~

~~Section 5. That Charter Ordinance No. 93 and Charter Ordinance No. C-03-08 C-2-02 of the Unified Government of Wyandotte County/Kansas City, Kansas, be and the same are is~~ hereby repealed.

**Section 6.** This ordinance shall be published once each week for two consecutive weeks in The Wyandotte Echo.

**Section 7.** This is a Charter Ordinance and shall take effect 61 days after final publication, unless a petition signed by a number of electors within the City of Kansas City, Kansas, equal to not less than ten percent of the number of electors who voted at the last preceding regular election shall be filed in the office of the Unified Government Clerk demanding that this Charter Ordinance be submitted to a vote of the electors of the City of Kansas City, Kansas, in which event this Charter Ordinance shall take effect when approved by a majority of the electors of the City of Kansas City, Kansas, voting at an election held for such purpose.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECT VOTING IN FAVOR THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

\_\_\_\_\_  
David Alvey, Mayor/CEO

Attest:

\_\_\_\_\_  
Unified Government Clerk



# Staff Request for Commission Action

Tracking No. 18402

**Full Commission Meeting Date:** 9/27/18  
**Committee:** Administration & Human Services

**Date of Standing Committee Action:** 9/17/18  
 (If none, please explain):

**Publication Required:** Yes 10/04/2018 10/11/2018

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
09/05/2018	Kathleen VonAchen, Patrick Waters	x5186, x5079	Kathleen, Patrick	Finance

**Item Description:**  
 A Charter Ordinance amending and replacing Charter Ordinance No. CO-03-08, relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent, relating to the establishment of a convention and tourism committee, its composition, the appointment of members, the length of members' terms, and the authority to contract, exempting the Unified Government from K.S.A. 12-1697(a) and K.S.A. 12-16,101.

**Action Requested:**  
 Approve

**Budget Impact: (if applicable)**  
 Amount:  
 Source:  
 Included In Budget:  
 Other (explain):

**Attachments List:**  
 Charter Ordinance Revision-TGT-AdminCommittee - redline, Charter Ordinance Revision-TGT-AdminCommittee - clean copy



## Unified Government Clerk's Office

Bridgette D. Cobbins  
Unified Government Clerk

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

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

December 14, 2018

The Honorable Kris Kobach  
Kansas Secretary of State  
Memorial Hall, 1<sup>st</sup> Floor  
120 SW 10<sup>th</sup> Avenue  
Topeka, KS 66612-1594

Secretary Kobach:

In keeping with Article 12, Section 5 of the Constitution of the State of Kansas, enclosed is a certified copy of Charter Ordinance No. CO-01-18.

If you have any questions in this regard, please do not hesitate to contact me.

Sincerely,

Bridgette D. Cobbins  
Unified Government Clerk

c: Ken Moore, Chief Counsel



# Unified Government Clerk's Office

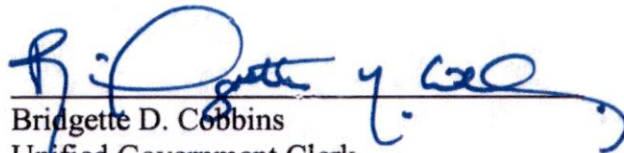
Bridgette D. Cobbins  
Unified Government Clerk

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

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

## Statement of Manner of Adopting Charter Ordinance

The foregoing Charter Ordinance No. CO-01-18 was passed on the 27th day of September 2018 by a vote of nine "Ayes," being not less than two-thirds of the members of the governing body, as shown by the Journal of Proceedings for 2018. Charter Ordinance No. CO-01-18 was published in *The Echo*, the official city newspaper, on the 4th day of October 2018 and the 11th day of October 2018, being once each week for two consecutive weeks. There being no petition demanding a referendum filed with the Unified Government Clerk within 61 days after the final publication, said Charter Ordinance No. CO-01-18 took effect on the 11th day of December 2018.

  
Bridgette D. Cobbins  
Unified Government Clerk  
Wyandotte County/Kansas City, Kansas



# Unified Government Clerk's Office

Bridgette D. Cobbins  
Unified Government Clerk

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

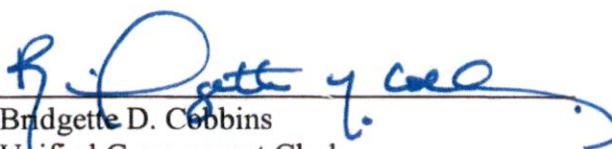
Phone: 913-573-5260  
Fax: 913-573-5299  
<http://www.wycokck.org>

## CHARTER ORDINANCE CERTIFICATE

CITY OF KANSAS CITY )  
COUNTY OF WYANDOTTE )  
STATE OF KANSAS )

I, Bridgette D. Cobbins, Unified Government Clerk of Wyandotte County/Kansas City, Kansas, do hereby certify that the attached and foregoing charter ordinance is a full, true, and complete copy of Charter Ordinance No. CO-01-18 of the Unified Government of Wyandotte County/Kansas City, Kansas, and that all acts and things required by Article 12, Section 5, of the Constitution of the State of Kansas were done and performed in the manner and within the time prescribed; and that said Charter Ordinance No. CO-01-18 became effective December 11, 2018.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of said Unified Government this 14th day of December 2018.

  
Bridgette D. Cobbins  
Unified Government Clerk  
Wyandotte County/Kansas City, Kansas

Published on 10-4-18 and 10-11-18

**CHARTER ORDINANCE NO. CO-DL-18**

A charter ordinance exempting the Unified Government of Wyandotte County/Kansas City, Kansas, from the provisions of K.S.A. 12-1697(a) relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent; providing substitute and additional provisions on the same subject; exempting the Unified Government from the provisions of K.S.A. 12-16,101, relating to the establishment of a convention and tourism committee, its composition, the appointment of members, the length of members' terms, and the authority to contract; and repealing Charter Ordinance 03-08 of the Unified Government of Wyandotte County/Kansas City, Kansas,

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

**Section 1.** The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of K.S.A. 12-16,101, relating to the establishment of a convention and tourism committee, its composition, the appointment of members, the length of members' terms, and the authority to contract. Such statute is part of an enactment which is applicable to Kansas City, Kansas, but is not applicable uniformly to all cities.

**Section 2.** The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it the provisions of paragraph (a) of K.S.A. 12-1697, relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent. K.S.A. 12-1697(a) is part of an enactment which is applicable to Kansas City, Kansas, but is not applicable uniformly to all cities. Substitute and additional provisions are enacted in this Charter Ordinance.

**Section 3.** In order to provide revenues to promote tourism, conventions, and economic development related to tourism, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized to levy a transient guest tax at a rate not to exceed eight percent (8%), and does hereby levy a transient guest tax at the rate of eight percent (8%), upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, transient accommodations, short-term rental, bed-and-breakfast or tourist court within the boundaries of the City of Kansas City, Kansas.

**Section 4.** All such receipts derived from the transient guest tax shall be placed in a Convention and Tourism Fund to be used for the promotion of conventions, the promotion of tourism, and economic development related to tourism within Kansas City, Kansas. A minimum of One Million Fifty Thousand Dollars and NO/100 (\$1,050,000.00) of such receipts shall be spent on the promotion of tourism on an annual basis.

**Section 5.** Charter Ordinance No. C-03-08 of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby repealed.

**Section 6.** This ordinance shall be published once each week for two consecutive weeks in The Wyandotte Echo.

**Section 7.** This is a Charter Ordinance and shall take effect 61 days after final publication, unless a petition signed by a number of electors within the City of Kansas City, Kansas, equal to not less than ten percent of the number of electors who voted at the last preceding regular election shall be filed in the office of the Unified Government Clerk demanding that this Charter Ordinance be submitted to a vote of the electors of the City of Kansas City, Kansas, in which event this Charter Ordinance shall take effect when approved by a majority of the electors of the City of Kansas City, Kansas, voting at an election held for such purpose.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECT VOTING IN FAVOR THEREOF, THIS 27 DAY OF Sept 2018.

  
David Alvey, Mayor/CEO

Attest:

  
Unified Government Clerk



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Jud Knapp, Land Bank Manager</div> jknapp@wycokck.org x5472	Economic Development
<b>AGENDA ITEM #9.1.</b>		
<b>RESOLUTION: BONNER SPRINGS NEIGHBORHOOD REVITALIZATION PLAN</b>		
<b>BACKGROUND</b>		
<p>On October 13, 2025, the Bonner Springs City Council adopted the new NRP 7, which becomes effective January 1, 2026. I have enclosed copy of the ordinance which created the plan and a copy of the resolution that authorized the execution of an Interlocal Agreement with the Unified Government. The county is a taxing jurisdiction affected by the tax rebate plan, and it is necessary to obtain the Board's approval for the Interlocal Agreement.</p> <p>The City currently has NRP No. 6 in place which expires December 31, 2025. As the plans have been so successful to meet the City's needs, we desire to continue the program for another five years with minor modifications to the eligible areas. Information is enclosed on Table 1 which provides a comparison between the existing NRP No. 6 and the new NRP No. 7.</p>		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Resolution approving Interlocal with Bonner for their NRA Plan, Request to be on UG Agenda		

Approved by Mayor/Administrator to add to agenda.

**RESOLUTION NO. R-\_\_\_\_\_**

**A RESOLUTION APPROVING THE CITY OF BONNER SPRINGS AND  
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KS  
INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF THE BONNER  
SPRINGS NEIGHBORHOOD REVITALIZATION PLAN NO. 7**

**WHEREAS**, K.S.A. 12-17,114 *et. seq.* (the “Act”) authorizes the governing body of any city or county to designate areas as neighborhood revitalization areas within such jurisdiction, and to adopt a plan (“Plan”) for the revitalization of such areas; and

**WHEREAS**, the City of Bonner Springs did adopt their Ordinance No, 2601 on October 13, 2025, whereby the City adopted their Neighborhood Revitalization Plan No. 7 pursuant to the provisions of K.S.A. 12-17,114 *et seq.*; and

**WHEREAS**, the Unified Government and the City of Bonner Springs intend to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly; and

**WHEREAS**, the parties have the authority to enter an interlocal agreement to jointly perform certain functions including economic development pursuant to the provisions of K.S.A. 12-2904.

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

**SECTION 1.** The Unified Government Board of Commissioners hereby approves the Interlocal Agreement for the purpose of the administration of the City of Bonner Springs Neighborhood Revitalization Plan No. 7.

**SECTION 2.** Further Action. The Mayor/CEO, County Administrator, and other officers, agents, and employees of the Unified Government are hereby further 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/KANSAS CITY,  
KANSAS, THIS \_\_\_\_\_, 2025.**

---

Tyrone A. Garner, Mayor/CEO

Attest:

---

Unified Government Clerk

Approved as to form:

---

Wendy M. Green, Deputy Chief Counsel

October 14, 2025

Unified Government of Wyandotte County  
Attn: David W. Johnston  
701 N. 7th Street,  
Kansas City, KS 66101

RE: Interlocal Agreement for City of Bonner Springs Neighborhood Revitalization Plan No. 7 (NRP 7)

Dear Mr. Johnston,

On behalf of the City of Bonner Springs, I would like to request to appear before the Board of County Commissioners on November 6, 2025, to make a presentation to seek their approval of an Interlocal Agreement for the City's Neighborhood Revitalization Property Tax Rebate Plan No. 7.

On October 13, 2025, the Bonner Springs City Council adopted the new NRP 7, which becomes effective January 1, 2026. I have enclosed copy of the ordinance which created the plan and a copy of the resolution that authorized the execution of an Interlocal Agreement with the Unified Government. The county is a taxing jurisdiction affected by the tax rebate plan, and it is necessary to obtain the Board's approval for the Interlocal Agreement.

The City currently has NRP No. 6 in place which expires December 31, 2025. As the plans have been so successful to meet the City's needs, we desire to continue the program for another five years with minor modifications to the eligible areas. Information is enclosed on Table 1 which provides a comparison between the existing NRP No. 6 and the new NRP No. 7.

Upon approval, please date, sign, and return three copies of the Interlocal Agreement to Megan Gilliland, City of Bonner Springs, P.O. Box 38, Bonner Springs, KS 66012. After final approval by the Attorney General, an approval original will be mailed to you.

I look forward to presenting the City's request to the Board of County Commissioners. Please contact Megan Gilliland at 913-276-8724 or [mgilliland@bonnersprings.org](mailto:mgilliland@bonnersprings.org), to confirm the date, time, and location.

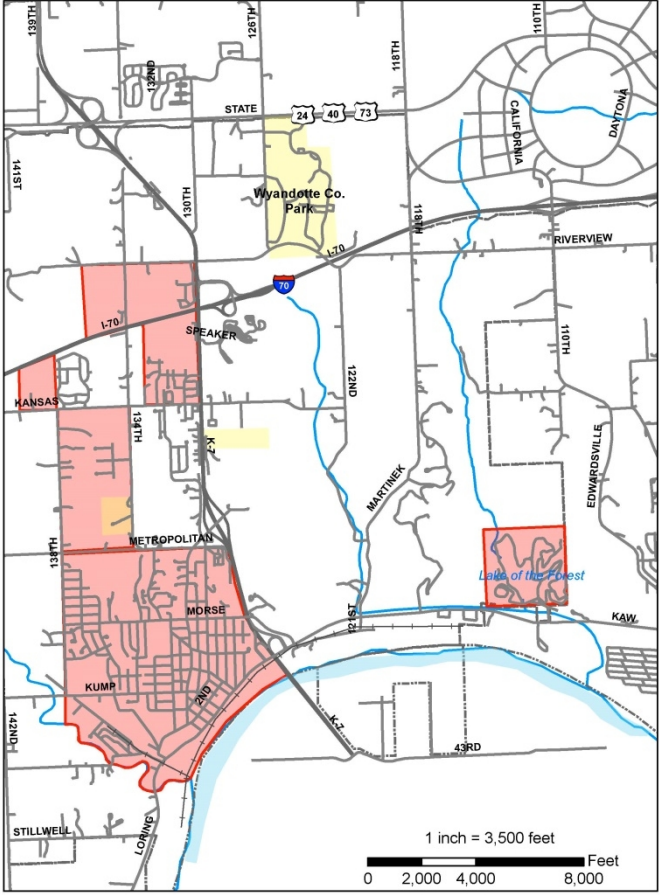
Sincerely,

Tom Stephens  
Mayor

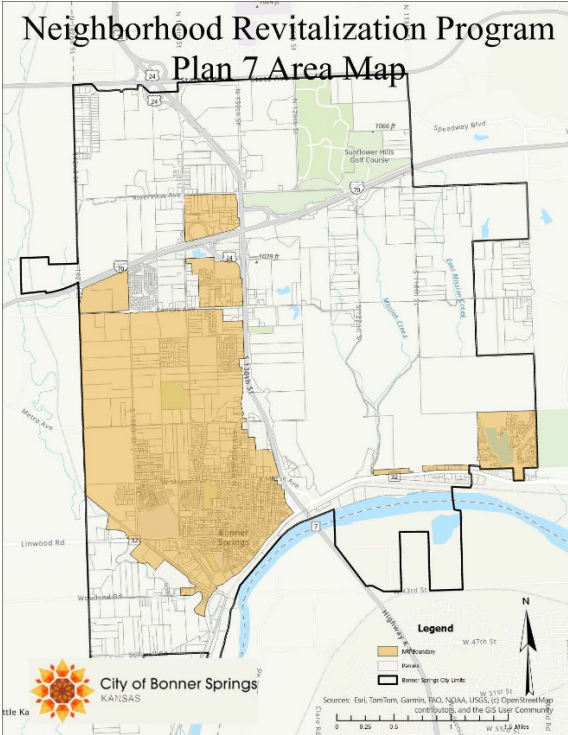
Enclosures

<b>Items</b>	<b>Plan 4</b>	<b>Plan 5</b>	<b>Plan 6</b>	<b>Plan 7 (proposed)</b>
Rebate Amount - All categories except senior housing tax credit projects	75% - 2 years 50% - 3 years	75% - 5 years	75% - 5 years	75% - 5 years
Rebate Amount – Senior housing (tax credit or 55+)	None	50% - 10 years	50% - 10 years	New SF: 75%/5 years MF: 50%/5 years Rehab SF/Duplex/MF: 50%/10 years
Minimum Investment – New construction for single family, commercial, industrial	140,000	\$170,000	\$170,000	\$200,000
Minimum Investment – New construction for multifamily and duplex	\$140,000 No duplex allowed	\$200,000 Duplex allowed – rental or owner occupied	\$200,000 Duplex allowed – rental or owner occupied	\$230,000 Duplex allowed – rental or owner occupied
Minimum Investment – Rehab for single family and multi family	5% of appraised value	5% of appraised value	5% of appraised value	5% of appraised value
Minimum Investment – Rehab for commercial and industrial	15% of appraised value	15% of appraised value	15% of appraised value	15% of appraised value

Current NRP Plan No. 6 Map



Proposed NRP Plan No. 7 Map



CITY OF BONNER SPRINGS INTERLOCAL AGREEMENT  
Neighborhood Revitalization Plan No. 7  
Unified Government of Wyandotte County

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Bonner Springs, a duly organized municipal corporation hereinafter referred to as “City” and Unified Government of Wyandotte County hereinafter referred to as “Unified Government”.

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17,114 et seq. provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, the City of Bonner Springs did adopt Ordinance No. 2601 on October 13, 2025 whereby the City adopted the Neighborhood Revitalization Plan No. 7 pursuant to the provisions of K.S.A. 12-17,114 et seq.; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Adoption of Plan. The Unified Government hereby adopts and consents to the Neighborhood Revitalization Plan No. 7 as adopted by the City of Bonner Springs. The parties further agree the Neighborhood Revitalization Plan No. 7 as adopted will not be amended without approval of the parties except as may be necessary to comply with applicable state law or regulation.
2. Administration. The parties further agree that the Unified Government of Wyandotte County/Kansas City, Kansas, “Unified Government” shall administer the Neighborhood Revitalization Plan No. 7 as adopted by each party on behalf of the signatory parties. The Unified Government shall create a Neighborhood Revitalization Fund pursuant to K.S.A. 12-17,118 for the purpose of providing rebates as outlined in the Plan. Any increment in property taxes received by the Unified Government resulting from qualified improvements to property pursuant to the Neighborhood Revitalization Plan No. 7 shall be credited to the Unified Government’s Neighborhood Revitalization Fund. The Unified Government is authorized to retain an administration fee of 5% of said increment and to distribute rebates in accordance with the Plan following the adoption of this Agreement, including any tax increment received for the 2030 tax year but not received or payable until 2031.

3. Expiration & Modification. This Agreement shall expire December 31, 2030. The parties agree to undertake a periodic review of the Neighborhood Plan No. 7 to determine any needed modifications. The parties agree that any party may terminate this Agreement prior to December 31, 2030, by providing thirty (30) days advance written notice, provided however; any applications for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date and year first above written.

\_\_\_\_\_  
Tom Stephens, Mayor

\_\_\_\_\_  
Christina Brake, City Clerk

Unified Government

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk of the Board of County Commissioners

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Attorney General of the State of Kansas.

\_\_\_\_\_  
Kansas Attorney General



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Chelsee Chism, Director</div> cchism@wycokck.org X8046	Economic Development
<b>AGENDA ITEM #9.2.</b>		
<b>ORDINANCE: AUTHORIZING ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR MARSHALLTOWN COMPANY PROJECT</b>		
<b>BACKGROUND</b>		
Approval of an ordinance to issue taxable industrial revenue bonds, series 2025, in a principal amount not to exceed \$27,000,000, for the purpose of providing funds to finance certain costs relating to the Marshalltown Company Project. Located at 9400 Leavenworth Road.		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Ordinance - Marshalltown Company (UG), Marshalltown Performance Agreement (fully-executed)		

Approved by Mayor/Administrator to add to agenda.

**ORDINANCE NO. O-\_\_\_\_-25**

**AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (MARSHALLTOWN COMPANY PROJECT), SERIES 2025, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$27,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

**WHEREAS**, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the governing body of the Issuer has previously and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (Marshalltown Company Project), Series 2025 (the “Bonds”), in a principal amount not to exceed \$27,000,000, for the purpose of acquiring, purchasing, constructing, installing and equipping an approximately 207,792 square foot industrial facility for Marshalltown Company, an Iowa corporation or permitted assigns (the “Company”), including land, buildings, structures, improvements, fixtures, furnishings, machinery and equipment (the “Project”); and

**WHEREAS**, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Indenture”), by and between the Issuer and BOKF, N.A., as Trustee (the “Trustee”); and

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

**WHEREAS**, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished, and equipped and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

**WHEREAS**, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project.** The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing, and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

**Section 2. Authorization of and Security for the Bonds.** The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$27,000,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing, and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Indenture.

**Section 3. Authorization of Documents.** The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the “Bond Documents”), such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Indenture;
- (b) Base Lease Agreement;
- (c) Lease Agreement; and
- (d) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and the Company, as Purchaser.

**Section 4. Execution of Bond and Documents.** The Mayor/CEO of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor/CEO (or, in the Mayor/CEO’s absence, the acting Mayor/CEO) and the County Administrator of the Issuer, as applicable, are hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

**Section 5. Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture.

**Section 6. Further Authority.** The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer’s Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

**Section 7. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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**PASSED** by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, on November 6, 2025 and **APPROVED AND SIGNED** by the Mayor/CEO.

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Tyrone Garner, Mayor/CEO

[SEAL]

ATTEST:

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Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

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Office of Chief Counsel

(Published in *The Wyandotte Echo* on November \_\_, 2025)

**SUMMARY OF ORDINANCE NO. O-\_\_\_\_-25**

On November 6, 2025, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (MARSHALLTOWN COMPANY PROJECT), SERIES 2025, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$27,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$27,000,000, for the purpose of acquiring, purchasing, constructing, furnishing, installing and equipping an industrial facility for Marshalltown Company, an Iowa corporation, and constitute limited obligations of the Unified Government payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2025 Bonds, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7<sup>th</sup> Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.wycokck.org](http://www.wycokck.org).

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

DATED: November 6, 2025.

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Office of Chief Counsel

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**PERFORMANCE AGREEMENT**

**Dated as of August 29, 2024**

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**BETWEEN THE**

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

**AND**

**MARSHALLTOWN COMPANY**

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**Prepared By:**

**Gilmore & Bell, P.C.  
Kansas City, Missouri**

## PERFORMANCE AGREEMENT

**THIS PERFORMANCE AGREEMENT**, dated as of August 29, 2024 (this “**Agreement**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **MARSHALLTOWN Company**, an Iowa corporation, or assigns (the “**Company**”);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

**WHEREAS**, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the “**Resolution**”) indicating the Issuer’s intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed \$27,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into this Agreement;

**WHEREAS**, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

**WHEREAS**, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement to be entered into between the Issuer and the Company relating to the Project (the “**Lease Agreement**”).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“**Ad valorem taxes**” or “**ad valorem taxation**” means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“**Agreement**” means this Performance Agreement between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Application**” means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

“**Board of Tax Appeals**” means the State of Kansas Board of Tax Appeals.

“**Bond Financed Portion of the Project**” means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.7** hereof.

“**Bonds**” means the Issuer’s taxable industrial revenue bonds issued in relation to the Project in the maximum aggregate principal amount of \$27,000,000.

“**Company**” means MARSHALLTOWN Company, an Iowa corporation, and its successors and assigns.

“**Event of Default**” means any Event of Default as described in **Section 5.1** hereof.

“**Exempt Period**” means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

“**Exempt Property**” means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

“**Force Majeure**” means acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the Issuer to timely approve the plans or construction documents relating to the Project, war, terrorism, pandemic or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

“**Future Facility Additions**” means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project following the receipt of a final certificate of occupancy for the final building comprising the Project. As used herein, “**Future Facility Additions**” shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

“**Issuer**” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“**Property**” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“**Project**” means acquiring, purchasing, constructing, installing and equipping an approximately 207,792 square foot industrial facility, as further described in **Section 3.3**, including land, buildings, structures, improvements and fixtures, machinery, and equipment, all that will be generally located at 9822 Leavenworth Road in the City of Kansas City, Kansas.

“**Project Costs**” means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“**Project Site**” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“**Tax Payment**” means a payment-in-lieu of taxes to be paid by the Company in the amounts set forth in **Section 2.3** and **Exhibit C** hereof.

## ARTICLE II

### EXEMPTION; PAYMENTS IN LIEU OF TAX

**Section 2.1. Exempt Property.** During the Exempt Period, and so long as the Bonds are outstanding and the Company remains in compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

**Section 2.2 Agreement to Make Tax Payments.** The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the County Treasurer. For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

**Section 2.3. Amount of Tax Payment.** The Tax Payments shall be in the amounts shown in **Exhibit C**. The parties acknowledge that such Tax Payments do not include special assessments, if any, and the school district’s capital outlay levy that cannot be abated under Kansas law and that the Tax Payments are subject to adjustment as set forth in **Exhibit C**.

**Section 2.4. Term of Agreement.** This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

**Section 2.5. No Abatement of Special Assessments and Certain Property Taxes.** The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement.

**Section 2.6. Obligation of Issuer to Effect Tax Abatement.** The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company’s request, cooperate with the Company in all reasonable ways to

cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

**Section 2.7. Compliance.** Within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

**Section 2.8. Value of the Project Not Determined by Bonds.** The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

**Section 2.9. Classification; Limitation on Company's Right To Protest.** If the Project Site is not currently classified as commercial, the Company acknowledges that the county appraiser may reclassify the Project Site to commercial as a result of the issuance of the Bonds. During the term of this Agreement, the Company agrees that it will not, without the written consent of the Issuer, (i) seek to change the classification of all or any portion of the Project Site from commercial to another classification, or (ii) contest the reclassification of all or any portion of the Project Site to commercial.

Except as set forth in the preceding paragraph, nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

**Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability.** Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

**Section 2.11. No Abatement on Appraised Value of Future Facility Additions.** In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

**Section 2.12. Tax Abatement Order; Adjustment of Tax Payment.** The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is

equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to \$0.

Notwithstanding the foregoing, if (i) the entire Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement (after any applicable notice and cure period), the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts, including the Tax Payments, which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

**Section 2.13. Determination of Appraised Value and Assessments.** The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

### ARTICLE III

#### COVENANTS OF THE COMPANY

**Section 3.1. Construction.** The Project will be constructed, equipped, and operated (or caused to be operated) in a manner that is consistent with the description of the Project herein. In the event the Project is constructed, equipped, or operated in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

**Section 3.2. Completion Date.** Subject only to Force Majeure, the Company agrees to commence construction on or before December 31, 2024, and substantially complete construction of the Project on or before April 1, 2026. "Commence construction" shall mean that the Company has entered into a contract with a licensed contractor for the construction of the Project and the Issuer has issued a building permit therefor. "Substantially complete," for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as an industrial facility, as evidenced by receipt by the Company of a temporary certificate of occupancy for the Project. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2026.

**Section 3.3. Development of Project.** The Company covenants that the Project, including all buildings, parking facilities, and other improvements constituting the Project, shall be developed, constructed, completed, and operated (or caused to be operated) on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and the final site plan approval from the Issuer's Planning Commission, and this Agreement shall not be construed to waive such Planning Commission's discretion in approving or disapproving the same. On and subject to the terms and provisions set forth in this Agreement, Company shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Project, and shall operate (or cause to be operated) and use the Project in the manner described herein. The parties further agree as follows:

(a) The Project shall be designed, developed, and constructed as an approximately 207,792 square foot industrial and industrial facility as generally depicted in **Exhibit E** attached hereto, though the parties acknowledge the depiction in **Exhibit E** is subject to modification pursuant to the Issuer's planning process.

(b) Company stipulates and agrees that its signage shall be subject to all applicable laws and requirements of the Issuer and any special use permits granted by the Issuer's governing body.

(c) The Project shall include parking improvements containing at least the number of spaces required by the Issuer's applicable laws and requirements.

(d) The Company's plans for landscaping on the Project Site shall be considered in accordance with all applicable laws and requirements of the Issuer and the Issuer's approval thereof will not be unreasonably withheld.

**Section 3.4. Maintenance and Use.** The Company shall cause the Project and the Project Site to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other industrial and manufacturing space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Company specifically understands and agrees that the Issuer shall not undertake or have any obligation under this Agreement for snow or ice removal on sidewalks located at or adjacent to the Project.

**Section 3.5. Inspection.** The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.3.**

**Section 3.6. Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

**Section 3.7. Employment Certification.** Beginning on March 1 in the calendar year following the issuance of Bonds, and on each March 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project.

**Section 3.8. Payment of Fees and Reimbursement or Payment of Costs.**

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

**Section 3.9. Abatement of Property.** The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property, which the parties acknowledge and agree may be documented via book entry.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility, an owner-occupied housing facility, or inventory, and that the Project is not located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*

**Section 3.10. Solid Waste Services.** Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project. This requirement shall not apply to the Company or any user if the Company or user demonstrates that solid waste services provided by the Issuer are inadequate to serve such user's reasonable needs.

**Section 3.11. LBE/MBE/WBE Employment Opportunity Goals.** The Company agrees to comply with the goals set forth on **Exhibit D** in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. The Company hereby understands and agrees that if it shall fail to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** for the Construction (as those terms are defined therein) of the Project, then the Tax Payments shall be increased as set forth in **Exhibit C**. The parties agree that failure to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** shall not cause an Event of Default hereunder, and the Issuer's sole remedy will be increasing the amount of Tax Payments as set forth in **Exhibit C**.

#### ARTICLE IV

#### SALE AND ASSIGNMENT

Except as otherwise provided herein, the Company will not, without the prior written consent of the Issuer, (a) assign, sell, lease, or otherwise transfer the Project Site, the Project, or equipment that comprises the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. The Issuer shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the Issuer as to whether the proposed assignee has sufficient financial wherewithal and experience to successfully complete and/or operate the Project according to the terms hereof. If an assignment is approved by the Issuer, the assignee shall assume and agree to pay and perform each and all of terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree that the Company may do any of the following without written consent of the Issuer:

(a) The Company may grant a mortgage, leasehold mortgage, or other security on the Project to a lender in order to finance construction of the Project or refinance the Project, including, but not limited to, collateral assignment of all or any portion of its rights or obligations under this Agreement or any other documents entered into in connection with the Bonds.

(b) The Company may terminate this Agreement, and thereafter freely sell, assign, transfer or mortgage the Project.

(c) The Company, upon written notice to the Issuer, may freely sell, assign, lease or transfer all or any portion of the Project or Project Site, and/or its rights or obligations under this Agreement and any other documents entered into in connection with the Bonds (including, without limitation, the Resolution), to an entity managed by or under common control of or by the Company or one or more of its principals.

Upon the sale, assignment, or transfer of the Project as set forth herein, the Company (as assignor) shall be relieved of all further liability occurring on and after the effective date of such disposition, except as may be otherwise set forth in the Lease Agreement.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein or in the Application shall prove to be materially false or erroneous; or
- (c) the Company shall be in default under the Lease Agreement.

**Section 5.2. Remedies on Default.** Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within 60 days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys’ fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

**Section 5.3. Payments on Defaulted Amounts.** Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.1. Notice and Waiver of Company.** The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period

and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section to waive any claim it may have against the Issuer as described above, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2.**

**Section 6.2. Severability.** If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 6.3. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

**Section 6.4. Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.5. Waiver.** The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

**Section 6.6. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer and the Company as set forth below:

The Unified Government Clerk  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 323  
Kansas City, Kansas 66101  
Telephone: 913-573-5260  
Email: msparks@wycokck.org

with a copy to:

Chief Counsel  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 961  
Kansas City, Kansas 66101  
Telephone: 913-573-5060  
Email: alawson@wycokck.org

And a copy to:

Gilmore & Bell, P.C.  
Kevin Wempe  
2405 Grand Blvd., Suite 1100  
Kansas City, Missouri 64108  
Telephone: 816-221-1000  
Email: kwempe@gilmorebell.com

and to the Company at:

Jack Murders  
2200 S. Industrial Drive  
Fayetteville, Arkansas 72701  
Telephone: ( ) \_\_\_\_ - \_\_\_\_  
Email: jdm@marshalltown.com

with a copy to:

Andrew Dominick  
2200 S. Industrial Drive  
Fayetteville, Arkansas 72701  
Telephone: (479) 332-2572  
Email: andrew.dominick@marshalltown.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

**Section 6.7. Further Assurances.** The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

**Section 6.8. Authority, etc.** Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

**Section 6.9. Electronic Storage and Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

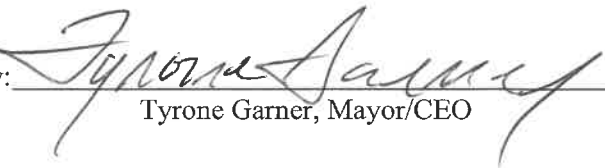
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.


UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS



(SEAL)

ATTEST:

By:   
Tyrone Garner, Mayor/CEO

By:   
Monica Sparks,  
Interim Unified Government Clerk

APPROVED AS TO FORM:

By:   
Office of Chief Counsel

**MARSHALLTOWN Company,**  
an Iowa corporation

DocuSigned by:  
By: Jack Murders  
346F881594734C8...

Name: Jack Murders

Title: Vice President and COO

**EXHIBIT A**

**APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS**



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.

6/14/2024  
Date of Application

**MARSHALLTOWN Company**

Applicant (Firm Name or Name of Individual)

Telephone Number 1-800-888-0127  
Fax Number (479) 443-4263  
E-mail Address andrew.dominick@marshalltown.com

104 S 8th Ave Marshalltown, IA 50158  
Address

Jack Murders  
Name of Responsible Officer

Vice President and Chief Operating Officer  
Title

2200 S Industrial Dr. Fayetteville, AR 72701  
Address

Andrew Dominick  
Attorney for Applicant

Telephone Number (479) 332-2572  
Fax Number (479) 443-4263  
E-mail Address andrew.dominick@marshalltown.com

2200 S Industrial Dr. Fayetteville, AR 72701  
Address

Underwriter or Purchaser of Bonds (If known)

Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_

Address

Amount of Bonds Requested:

\$ 27,000,000

Nature of Project:

- Industrial
- Commercial
- Agricultural
- Pollution Control
- Other (please specify) \_\_\_\_\_

**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?

MARSHALLTOWN manufactures and sells contractor and professional grade tools used in the masonry, concrete, drywall, flooring, paint, and other trades.

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

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

MARSHALLTOWN is an Iowa corporation, originally incorporated in 1915.

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:

MARSHALLTOWN is a 134 year old, privately held company with a presence in all major home improvement retail stores and contractor supply houses. Mr. Joseph T. Carter, President and CEO, and Mr. Jack Murders, Vice President and COO, are the principal stockholders.

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

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

Mr. Joseph T. Carter, President and CEO

Mr. Jack Murders, Vice President and COO

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:

Honkamp is MARSHALLTOWN's CPA firm.

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)

- 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:

The project will include the purchase of roughly 36.5 acres and the building of a 200,000 sq. ft. building on the property. The facility will include warehouse space and distribution.

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:

No

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

435 Logistics Park  
9400 Leavenworth Road  
Kansas City, KS 66109

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

Aproximately 36.5 acres located in the 435 Logistics Park, 9400 Leavenworth Road, Kansas City, KS 66109. See the site plan attached hereto.

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

Real Estate	\$	_____
Improvements	\$	_____
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):  
No, there are no direct competitors in Wyandotte County, Kansas. MARSHALLTOWN is the market leader in contractor grade tools for the masonry, concrete, drywall, flooring, and paint. Kraft Tool Co., located in Shawnee, Kansas, sells tools in some of the same markets.

Describe the nature of the competition:  
Kraft Tool Co. sells products in the concrete, masonry, and drywall trades.

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

Multiple plant business

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:

No

J. Will the Kansas City Kansas/Wyandotte County facility be the main operation of the applicant? If not, where is the main operation located?

The Wyandotte County facility will be a satellite location. MARSHALLTOWN's headquarters are located in Marshalltown, Iowa where the company was founded in 1890. MARSHALLTOWN also has operations in Arkansas.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS**

**III. Nature of Improvements**

A. Approximate amount requested:

Land	\$ 8,000,000
Buildings	\$ 15,000,000
Machinery and Equipment	\$ 4,000,000
Financing Costs	\$ 0
Other (specify)	\$ 0
<hr/>	
<b>Total</b>	<b>\$ 27,000,000</b>

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

Warehouse and distribution equipment

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

Scannell Properties

1600 Genessee St

Suite 232

Kansas City, MO 64102

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

TBD

How many new jobs will be created initially?

Approximately 40

How many new jobs will be created ultimately?

Approximately 100

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

A small number of office staff and management will be employed at the facility. The majority of employees will be material handlers and distributions workers.

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

MARSHALLTOWN is a privately held company that does not disclose actual sales information.

UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

G. What were applicant's total assets at all locations at the end of the last fiscal year?  
MARSHALLTOWN is a privately held company that does not disclose specific asset values.

H. Is the prospective location properly zoned?  
Yes

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

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

Is such expansion contemplated in this application for the resolution of intent?  
No

J. What is the estimated date for operations to begin at the project?  
October 1, 2025

IV. The Financing

A. Will the applicant pledge any assets other than the project itself to secure the bonds? If so, what?  
No

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B. What other person, firm or corporation will guarantee the payment of the bonds?  
None

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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?

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UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

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

No

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?

No

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

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?

MARSHALLTOWN requests sales tax exemption and property tax abatement.

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: MARSHALLTOWN Company

SIGNATURE:  Jack Murders  
TITLE: Vice President and COO

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 14 day of June, 2024

MARSHALLTOWN Company  
Applicant Name  
By: Jack Murders  
Title: Vice President and COO

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Firm and Its Employees**

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Name of Firm: MARSHALLTOWN Company

Description of the Firm's location or expansion in the community:

MARSHALLTOWN plans to build a warehouse and distribution facility in Wyandotte County, Kansas.

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SIC

3320

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

Land \$ 8,000,000

Building and improvements \$ 15,000,000

Furniture, fixtures and equipment \$ 4,000,000

**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	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____
5	\$ _____
6	\$ _____
7	\$ _____
8	\$ _____
9	\$ _____
10	\$ _____

**Percent of sales subject to sales taxes in the:**

City	_____	%
County	_____	%
State	_____	%

**Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:** \_\_\_\_\_ %

**Annual purchases of the firm:**

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

**Percent of purchases subject to sales taxes in the:**

City	_____	%
County	_____	%
State	_____	%

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Annual utilities that will be used by the firm:**

Water	\$	_____
Wastewater	\$	_____
Telephone	\$	_____
Electricity	\$	180,000
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	0	0
2	0	0
3	0	0
4	0	0
5	0	0
6	0	0
7	0	0
8	0	0
9	0	0
10	0	0

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Average Annual Salaries of employees:**

Year	
1	\$ 47840
2	\$ 50960
3	\$ 54600
4	\$ 58240
5	\$ 61360
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**

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**Initial construction or expansion:**

Cost of construction at the firm's new or expanded facility: \$ 15,000,000

If construction is by an outside contractor, estimated percent profit on the cost of construction: \$ 5%

Amount of taxable construction materials purchased in:

    Kansas \$ 175,000

    The County \$ \_\_\_\_\_

    The City \$ \_\_\_\_\_

Amount of taxable furniture, fixtures and equipment purchased in:

    Kansas \$ 4,000,000

    The County \$ \_\_\_\_\_

    The City \$ \_\_\_\_\_

Total construction salaries: \$ 350,000

Amount paid to an average construction worker during the construction period \$ \_\_\_\_\_

Household size of an average construction worker: \$ \_\_\_\_\_

Number of construction workers: \_\_\_\_\_

**FIRM DATA SHEET**  
**(To be completed by the Firm)**

**Expansion 2:**

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: \_\_\_\_\_

**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**

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

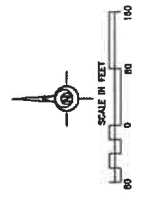
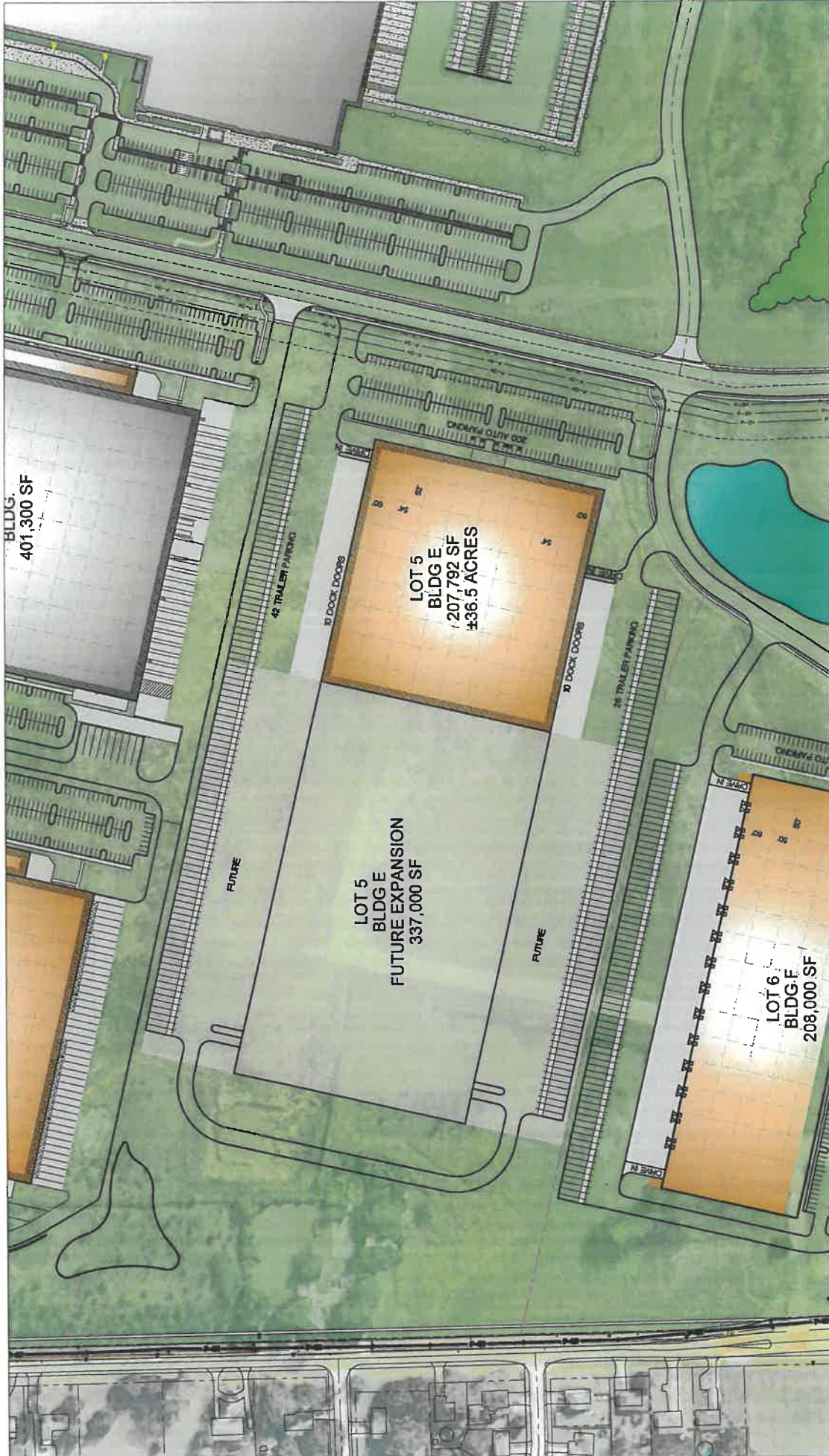
Year	
1	\$ <u>40</u>
2	\$ <u>40</u>
3	\$ <u>40</u>
4	\$ <u>40</u>
5	\$ <u>40</u>
6	\$ <u>40</u>
7	\$ <u>40</u>
8	\$ <u>40</u>
9	\$ <u>40</u>
10	\$ <u>40</u>

Number of days that each visitor will stay in area: 3

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

In the City: 2

Anywhere in the county: 2



**OFFICE / WAREHOUSE**  
KANSAS CITY, KS

PROPOSED:  
PROJECT SITE  
March 15, 2024

**EXHIBIT B**

**PROJECT SITE**

All of Lots 1-B, 2-B and 3-B, together with all that part of Lots 4-B and 5-B, together with part of a 50-foot-wide Access/Utility Easement, all as established in Woodlands East Commercial Development, a subdivision in Kansas City, Wyandotte County, Kansas, together with all that part of an unplatted tract of land, all lying in the Southwest Quarter of Section 25, Township 10 South, Range 23 East, described by Michael J. Bogina, Kansas PS-1655, of Olsson, KSLs-114, on June 27, 2024, as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of Section 25, Township 10 South, Range 23 East; thence South 01 degree 18 minutes 05 seconds East, on the West line of said Southwest Quarter, a distance of 642.56 feet to a point; thence North 88 degrees 41 minutes 55 seconds East, departing said West line, a distance of 40.00 feet to the Southwest corner of Lot 1, I-435 Logistics Park, First Plat, said corner also lying on the East line of 99th Street right of way, as established in Project Superbowl – Logistics Park, both subdivisions in Kansas City, Wyandotte County, Kansas, the POINT OF BEGINNING; thence South 77 degrees 17 minutes 24 seconds East, departing said East line, on the South line of said Lot 1, a distance of 2040.33 feet to the Southeast corner of said Lot 1, said corner also lying on the West line of Lot 1 of said Project Superbowl – Logistics Park; thence South 12 degrees 44 minutes 43 seconds West, on said West line, a distance of 706.89 feet to a point of curvature; thence in a Southerly direction, continuing on said West line, on a curve to the left, having a radius of 1000.00 feet, through a central angle of 1 degree 25 minutes 37 seconds, an arc distance of 24.91 feet to a point on a non-tangent line; thence North 78 degrees 40 minutes 54 seconds West, departing said West line, a distance of 153.58 feet to a point of curvature; thence in a Westerly and Southwesterly direction, on a curve to the left, having a radius of 250.00 feet, through a central angle of 59 degrees 57 minutes 56 seconds, an arc distance of 261.65 feet to a point on a non-tangent line; thence North 48 degrees 38 minutes 50 seconds West a distance of 185.06 feet to a point; thence North 77 degrees 17 minutes 18 seconds West a distance of 1317.05 feet to a point on said East line of said 99th Street right of way; thence North 01 degree 18 minutes 05 seconds West, on said East line, a distance of 800.69 feet to the POINT OF BEGINNING, containing 1,509,600 Square Feet or 34.6556 Acres, more or less.

[Balance of page intentionally left blank]

**EXHIBIT C**

**TAX PAYMENT SCHEDULE**

Tax Payments (or “PILOTs”) shall be as set forth below. Tax Payments shown below do not include the school district’s capital outlay levy that cannot be abated under Kansas law.

<b>Facility Square Footage</b>	207,792
--------------------------------	---------

<b>Year<sup>(a)</sup></b>	<b>Annual PILOT<sup>(b)</sup></b>	<b>Annual PILOT if L/M/WBE Failure<sup>(b)</sup></b>
1	\$52,222	\$78,332
2	53,266	79,899
3	135,828	162,994
4	138,545	166,254
5	282,631	310,894
6	288,284	317,112
7	382,264	411,669
8	389,910	419,903
9	458,894	489,487
10	468,071	499,276

<b>Business Category</b>	<b>Participation Percentage Goal Percentage of Total Construction Cost for the Project</b>
LBE	12%
MBE	6%
WBE	4%

<sup>(a)</sup> Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

<sup>(b)</sup> Does not include school district capital outlay levy.

## EXHIBIT D

### LBE/MBE/WBE PARTICIPATION AGREEMENT

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the “**Agreement**”), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”) and MARSHALLTOWN Company, an Iowa corporation (the “**Developer**”), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of an approximately 207,792 square foot manufacturing development in Kansas City, Kansas (the “**Project**”), as defined below.

#### **I. SCOPE**

A. These procedures are applicable to the Construction (as defined below) of the Project, as further described in that certain Performance Agreement between the UG and Developer, dated August 29, 2024 (the “**Performance Agreement**”), whether performed by or on behalf of Developer, including, but not limited to, all aspects of Construction of the Project and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of Developer, but not including Specialized Services.

#### **II. DEFINITIONS**

A. “**Construction**” means all aspects of the construction of the Project including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer; provided, however, “Construction” shall not include: (i) Specialized Services; and (ii) Professional Services.

B. “**Contractor**” means the Proposer selected by the Developer for the Project.

C. “**Local Business Enterprise**” (or “**LBE**”) means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. “**Minority Business Enterprise**” (or “**MBE**”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

E. “**Professional Services**” means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development and construction of the Project.

F. “**Project**” means the Construction of a new industrial facility and as legally described in Exhibit 1 to this Agreement.

**G. “Proposer”** means a construction firm that submits a proposal in response to a solicitation for proposals issued by Developer with respect to the Construction of the Project or with respect to the annual operations of the Project.

**G. “Specialized Services”** means expertise, services, or products that are only available through sole source providers or national vendors or are unique to the business of the Project.

**H. “Substantial Local Office”** means an office operated and financially supported by a firm that has sufficient space, staff and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, KS. The term “Substantial Local Office” shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

**I. “Women Business Enterprise” (or “WBE”)** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

**III. GOALS FOR LBE/MBE/WBE PARTICIPATION.**

Developer and its Contractor will use Best Efforts to meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Construction of the Project. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not quotas or set asides.

<b>Business Category</b>	<b>Participation Percentage Goal – Percentage of Total Construction Cost for the Project</b>
LBE	12%
MBE	6%
WBE	4%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

**IV. ELIGIBILITY FOR CREDIT**

**A.** Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women’s Business Enterprise National Council or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an “approved” business) may be counted towards the participation goals in Section III above.

**B.** In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

## V. CONSTRUCTION UTILIZATION

A. The goals set forth in Section III may be met by the expenditure of dollars with approved LBE, MBE and/or WBE businesses, contractors, labor suppliers, regular dealers, manufacturers, material suppliers, subcontractors, software vendors, consultants, other Construction-related products, suppliers, and/or services, or through joint ventures with approved LBEs, MBEs or WBEs. The participation of certified LBE, MBE and/or WBE Proposers may count toward a goal for which they qualify.

B. A joint venture involving an approved LBE, MBE, and/or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount for which the approved LBE, MBE, and/or WBE is responsible; provided that if the LBE, MBE, and/or WBE is the majority partner in such joint venture, then the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE, MBE, and/or WBE joint venture partner. To receive credit, the approved LBE, MBE, and/or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

C. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE, which also certified as an MBE or WBE, shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

D. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the agreement with such LBE, MBE or WBE. Brokering is not credited.

## VI. CONTRACT AWARD COMPLIANCE PROCEDURES

A. Solicitation Documents. The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE, MBE, and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations – Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

C. Best Efforts. For each LBE/MBE/WBE participation percentage goal that is not achieved, Developer shall be deemed to have used “**Best Efforts**” to meet such goal(s) if Developer shall have taken substantially all of the following actions:

- i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;
- ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;
- iii. Developer is providing or has provided reasonable written notice of opportunities and/or informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE, and WBE participation, where feasible;

vi. Developer is or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history;

viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs, and WBEs.

Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts. The parties acknowledge that all of the foregoing actions may not apply to every scope of the Project.

## **VII. UG'S ASSISTANCE TO PROJECT**

The UG shall use its best efforts to provide assistance to Developer and its agents so that Developer may fulfill its participation goals as set forth in this Agreement. The Developer assumes all responsibility for using Best Efforts to meet the goals and complying with the procedures and processes set forth herein. Examples of such assistance by the UG include but are not limited to:

**A.** providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;

**B.** developing and maintaining a registry of approved LBE, MBE and WBE businesses;

**C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

**D.** updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

**E.** frequently reviewing Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;

**F.** providing advice relative to utilization and compliance matters;

- G. conducting compliance reviews and audits of LBE, MBE, and WBE and participation;
- H. assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;
- I. reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with Developer and its agents; and
- J. assisting in the Developer's development of forms to document compliance with these procedures.

**VIII. DEVELOPER COMPLIANCE; RECORDS AND REPORTS.**

**A. Records.** Developer shall maintain those records as may reasonably be required to demonstrate compliance (and/or its Best Efforts to comply) with the goals and procedures set forth in this Agreement. These records shall be made available to the UG at Developer's offices during business hours and upon reasonable advance notice.

**B. Construction Utilization Plan Reports.** Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on Exhibit 2. Such information may include for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

**C. Remedies.** If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement for the Construction of the Project have not been met, and that the Best Efforts described herein have not been met, then the UG shall have, as its sole and exclusive remedies: such remedy as set forth in Section 3.11 of the Performance Agreement; and (ii) UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects undertaken by the Company in the UG.

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

By: \_\_\_\_\_  
David Johnston, County Administrator

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

**MARSHALLTOWN COMPANY,**  
an Iowa corporation

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

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

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

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

EXHIBIT 1  
Legal Description – Link

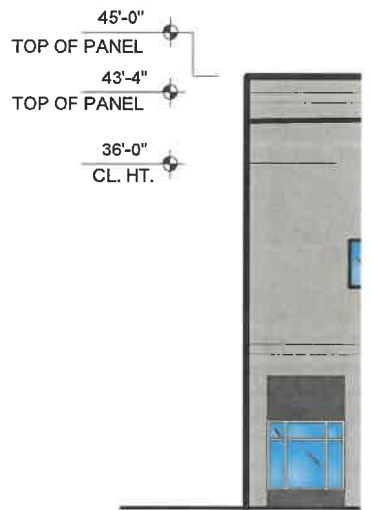
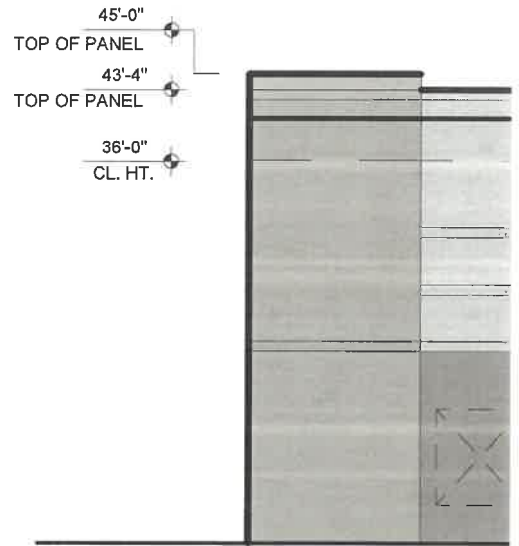
All of Lots 1-B, 2-B and 3-B, together with all that part of Lots 4-B and 5-B, together with part of a 50-foot-wide Access/Utility Easement, all as established in Woodlands East Commercial Development, a subdivision in Kansas City, Wyandotte County, Kansas, together with all that part of an unplatted tract of land, all lying in the Southwest Quarter of Section 25, Township 10 South, Range 23 East, described by Michael J. Bogina, Kansas PS-1655, of Olsson, KSLs-114, on June 27, 2024, as follows:

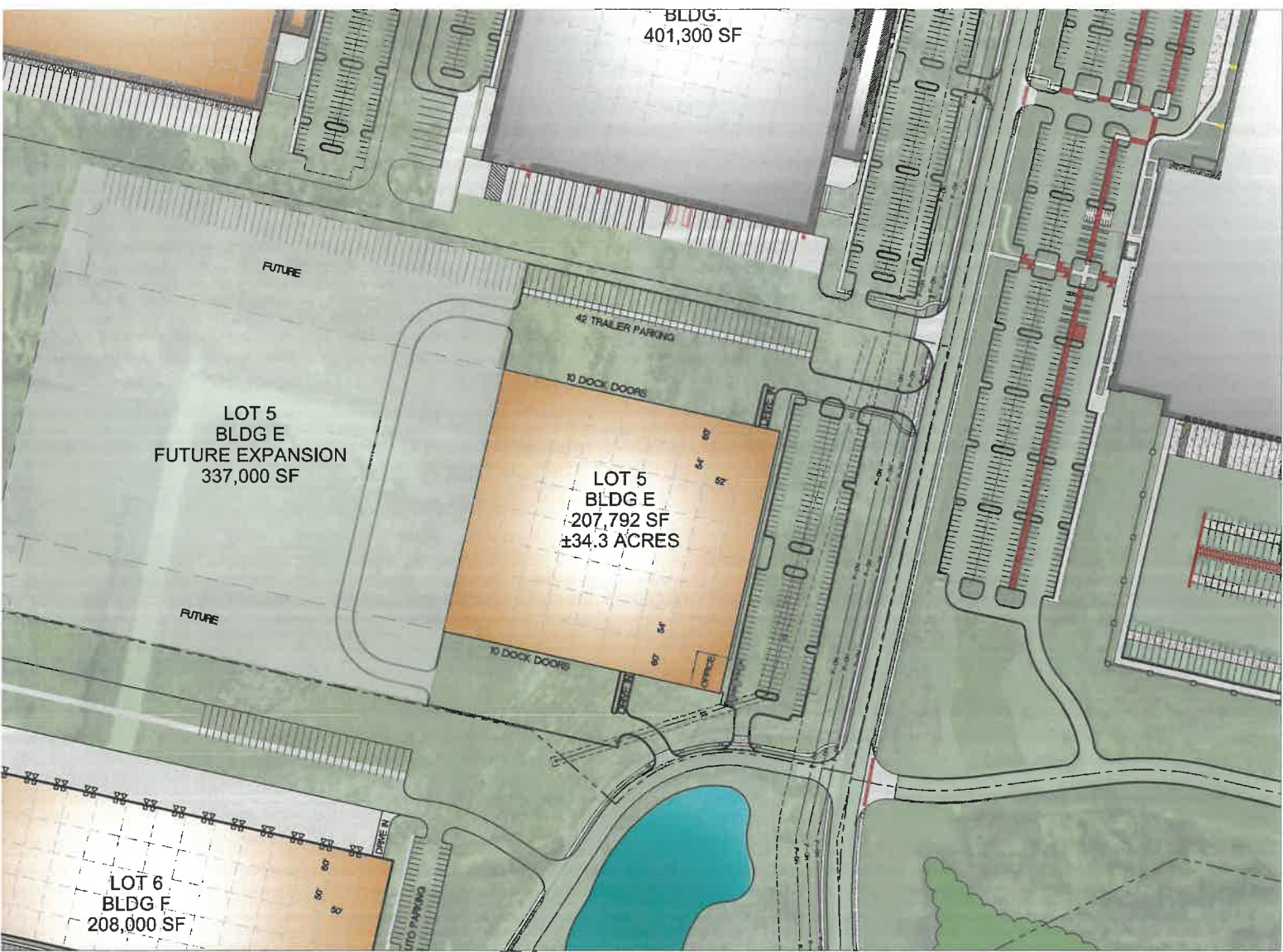
COMMENCING at the Northwest corner of the Southwest Quarter of Section 25, Township 10 South, Range 23 East; thence South 01 degree 18 minutes 05 seconds East, on the West line of said Southwest Quarter, a distance of 642.56 feet to a point; thence North 88 degrees 41 minutes 55 seconds East, departing said West line, a distance of 40.00 feet to the Southwest corner of Lot 1, I-435 Logistics Park, First Plat, said corner also lying on the East line of 99th Street right of way, as established in Project Superbowl – Logistics Park, both subdivisions in Kansas City, Wyandotte County, Kansas, the POINT OF BEGINNING; thence South 77 degrees 17 minutes 24 seconds East, departing said East line, on the South line of said Lot 1, a distance of 2040.33 feet to the Southeast corner of said Lot 1, said corner also lying on the West line of Lot 1 of said Project Superbowl – Logistics Park; thence South 12 degrees 44 minutes 43 seconds West, on said West line, a distance of 706.89 feet to a point of curvature; thence in a Southerly direction, continuing on said West line, on a curve to the left, having a radius of 1000.00 feet, through a central angle of 1 degree 25 minutes 37 seconds, an arc distance of 24.91 feet to a point on a non-tangent line; thence North 78 degrees 40 minutes 54 seconds West, departing said West line, a distance of 153.58 feet to a point of curvature; thence in a Westerly and Southwesterly direction, on a curve to the left, having a radius of 250.00 feet, through a central angle of 59 degrees 57 minutes 56 seconds, an arc distance of 261.65 feet to a point on a non-tangent line; thence North 48 degrees 38 minutes 50 seconds West a distance of 185.06 feet to a point; thence North 77 degrees 17 minutes 18 seconds West a distance of 1317.05 feet to a point on said East line of said 99th Street right of way; thence North 01 degree 18 minutes 05 seconds West, on said East line, a distance of 800.69 feet to the POINT OF BEGINNING, containing 1,509,600 Square Feet or 34.6556 Acres, more or less.

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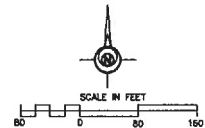
EXHIBIT 2  
Construction Utilization Plan

**EXHIBIT E**





HOUSE





## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Chelsee Chism, Director</div> cchism@wycokck.org X8046	Economic Development
<b>AGENDA ITEM #9.3.</b>		
<b>ORDINANCE: AUTHORIZING ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR INFINITY WINDOWS/MARVIN LUMBER PROJECT</b>		
<b>BACKGROUND</b>		
Approval of an ordinance to issue taxable industrial revenue bonds, series 2025, in a principal amount not to exceed \$65,000,000, for the purpose of providing funds to finance certain costs relating to the Marvin Lumber and Cedar Company, LLC Project, located at 9820 Leavenworth Road.		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Ordinance - Marvin Lumber and Cedar Company (UG), Performance Agreement - Marvin Lumber and Cedar Company (UG), REDLINE - Performance Agreement, Lease Agreement - Marvin Lumber and Cedar Company (UG), REDLINE - Lease Agreement, Indenture - Marvin Lumber and Cedar Company (UG), REDLINE - Indenture		

Approved by Mayor/Administrator to add to agenda.

**ORDINANCE NO. O-[ ]-25**

**AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (MARVIN LUMBER AND CEDAR COMPANY, LLC PROJECT), SERIES 2025, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A MANUFACTURING FACILITY PROJECT INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

---

**WHEREAS**, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025 (the “Bonds”), in a principal amount not to exceed \$65,000,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing, and equipping an approximately 400,000 square foot manufacturing facility for Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company or permitted assigns (the “Company”), including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”); and

**WHEREAS**, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Indenture”), by and between the Issuer and Security Bank of Kansas City, as Trustee (the “Trustee”); and

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

**WHEREAS**, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished, and equipped, and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

**WHEREAS**, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project.** The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing, and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized. The Issuer acknowledges and consents to the assignment to the Company of Infinity Windows, LLC's interests in Resolution No. R-16-23.

**Section 2. Authorization of and Security for the Bonds.** The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$65,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing, and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Indenture.

**Section 3. Authorization of Documents.** The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the "Bond Documents"), such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture, between the Issuer and the Trustee;
- (b) Base Lease Agreement, between the Company and the Issuer.
- (c) Lease Agreement, between the Issuer and the Company;
- (d) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and the Company, as Purchaser; and
- (e) Performance Agreement, between the Issuer and the Company.

**Section 4. Execution of Bond and Documents.** The Mayor/CEO of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor/CEO (or, in the Mayor/CEO's absence, the acting Mayor/CEO) and the County Administrator of the Issuer, as applicable, are hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

**Section 5. Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture.

**Section 6. Further Authority.** The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer's Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

**Section 7. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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**PASSED** by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas on November 6, 2025 and **APPROVED AND SIGNED** by the Mayor/CEO.

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Tyrone Garner, Mayor/CEO

[SEAL]

ATTEST:

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Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

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Office of Chief Counsel

(Published in *The Wyandotte Echo* on November \_\_, 2025)

**SUMMARY OF ORDINANCE NO. O-\_\_-25**

On November 6, 2025 the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (MARVIN LUMBER AND CEDAR COMPANY, LLC PROJECT), SERIES 2025, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A MANUFACTURING FACILITY PROJECT INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$65,000,000, for the purpose of acquiring, purchasing, constructing, furnishing, and equipping a manufacturing facility for Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company, and constitute limited obligations of the Unified Government payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2025 Bonds, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7<sup>th</sup> Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.wycokck.org](http://www.wycokck.org).

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

DATED: November 6, 2025.

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Office of Chief Counsel

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**PERFORMANCE AGREEMENT**

**Dated as of December 1, 2025**

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**BETWEEN THE**

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

**AND**

**MARVIN LUMBER AND CEDAR COMPANY, LLC**

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**Prepared By:**

**Gilmore & Bell, P.C.  
Kansas City, Missouri**

## PERFORMANCE AGREEMENT

**THIS PERFORMANCE AGREEMENT**, dated as of December 1, 2025 (the “**Agreement**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **MARVIN LUMBER AND CEDAR COMPANY, LLC**, a Minnesota limited liability company (the “**Company**”);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

**WHEREAS**, pursuant to such authorization, the governing body of the Issuer has passed and approved an Ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC), Series 2025, in the principal amount of not to exceed \$65,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements and fixtures (the “**Project**”, which is more fully described in the Application for Issuance of Industrial Revenue Bonds submitted to the Issuer by the Company and attached hereto as **Exhibit A**), and authorizing the Issuer to enter into a Base Lease Agreement with the Company (the “**Base Lease**”) and lease the Project to the Company pursuant to a Lease Agreement (the “**Lease Agreement**”) to be entered into by and between the Issuer, as lessor, and the Company, as lessee, at the time the Bonds are issued;

**WHEREAS**, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

**WHEREAS**, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

**“Ad valorem taxes”** or **“ad valorem taxation”** means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

**“Agreement”** means this Performance Agreement dated as of December 1, 2025, between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

**“Application”** means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

**“Board of Tax Appeals”** means the State of Kansas Board of Tax Appeals.

**“Bond Financed Portion of the Project”** means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.8** hereof.

**“Bonds”** means the Issuer’s Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC), Series 2025, issued in the maximum aggregate principal amount of \$65,000,000.

**“Company”** means Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company and its successors and assigns.

**“Event of Default”** means any Event of Default as described in **Section 5.1** hereof.

**“Exempt Period”** means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

**“Exempt Property”** means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

**“Future Facility Additions”** means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project. As used herein, **“Future Facility Additions”** shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

**“Issuer”** means the Unified Government of Wyandotte County/Kansas City, Kansas.

**“Property”** means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

**“Project”** means acquiring, constructing, furnishing, and equipping an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements and fixtures, machinery, and equipment, all located within the municipal boundaries of the Issuer at 9822 Leavenworth Road.

**“Project Costs”** means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“**Project Site**” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“**Tax Payment**” means a payment-in-lieu of taxes in an amount equal to the amount set forth in **Section 2.3** hereof.

## ARTICLE II

### EXEMPTION; PAYMENTS IN LIEU OF TAX

**Section 2.1. Exempt Property.** During the Exempt Period, and so long as the Bonds are outstanding and the Company remains in compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

**Section 2.2 Agreement to Make Tax Payments.** The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the County Treasurer.

**Section 2.3. Amount of Tax Payment.** Each Tax Payment shall be equal to the following amount for each year during the Exempt Period:

Year	Tax Payment Amount*
1	\$
2	
3	
4	
5	
6	
7	
8	
9	
10	

\* Excludes the school district’s capital outlay levy, which cannot be abated under Kansas law.

For each calendar year during the Exempt Period, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20<sup>th</sup>), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10<sup>th</sup> of the immediately succeeding calendar year).

**Section 2.4. Term of Agreement.** This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

**Section 2.5. No Abatement of Special Assessments and Certain Property Taxes.** The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. The parties hereby acknowledge that the Tax Payments do not include the school district's capital outlay mills; such mills cannot be abated under Kansas law and will be levied against the Project during the Exempt Period in addition to the Tax Payments. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid pursuant to **Section 2.2** hereof.

**Section 2.6. Obligation of Issuer to Effect Tax Abatement.** The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make all filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including reasonable legal fees and expenses) in cooperating with the Company in the manner required by this Section.

**Section 2.7. Compliance.** Beginning on the January 15th following the issuance of the Bonds and continuing on each January 15th thereafter until the Project is completed, and within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

**Section 2.8. Value of the Project Not Determined By Bonds.** The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

**Section 2.9. No Limitation on Company's Right To Protest.** Nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

**Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability.** Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

**Section 2.11. No Abatement on Appraised Value of Future Facility Additions.** In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions

shall be paid to the County Treasurer at the times and in the manner that Tax Payments are paid pursuant to **Section 2.2** hereof. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

**Section 2.12. Tax Abatement Order; Adjustment of Tax Payment.** The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to \$0.

Notwithstanding the foregoing, if (i) the Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement, the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

**Section 2.13. Projected Construction Schedule.** The Company expects to commence and complete construction of the Project as in accordance with the schedule set forth on **Exhibit C**. Failure of the Company to actually commence or complete construction of the Project in accordance with the schedule set forth on **Exhibit C** shall not constitute a breach or default under this Agreement.

**Section 2.14. Determination of Appraised Value and Assessments.** The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

### ARTICLE III

#### COVENANTS OF THE COMPANY

**Section 3.1. Inspection.** The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.2**.

**Section 3.2. Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

**Section 3.3. Construction.** The Project will be constructed, equipped and operated in a manner that is consistent with the description of the Project herein. In the event the Project is constructed, equipped or operated in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

**Section 3.4. Employment Certification.** Beginning on March 1, 2026, and on each March 1 thereafter and within ten (10) business days following the request of the Issuer, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project (based upon the Company's actual knowledge of the full-time employees employed by the subtenants occupying the Project).

**Section 3.5 Payment of Fees and Reimbursement or Payment of Costs.**

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

**Section 3.6. Abatement of Property.** The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of Bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the Bonds. The Abatement Statute prescribes that the tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property

will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*

**Section 3.7. Solid Waste Services.** Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project.

**Section 3.8. State Reporting Requirements.** Company hereby agrees to cooperate with the Issuer and/or the Secretary of Commerce (the “Secretary”) to provide information required for compliance with the reporting requirements in K.S.A. Section 74-50,226 *et seq.* Such information will be in the form and manner required by the Secretary for publication on the Kansas Department of Commerce website. Company will pay any and all administrative fees to be collected by the Secretary in connection with these reporting requirements.

## ARTICLE IV

### SALE AND ASSIGNMENT

The benefits granted by the Issuer to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the Issuer; provided, nothing herein shall preclude the Company from pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the parties hereby agree that the Company may grant a mortgage, leasehold mortgage, or other security on the Project Site to a lender for the purposes of financing or refinancing the Project, including, but not limited to, a collateral assignment of all or any portion of its rights or obligations under this Agreement, a pledge of the Bonds, or any other documents entered into in connection with the Bonds as further provided in Section 10.4 of the Lease.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein or in the Application shall prove to be materially false or erroneous;  
or
- (c) the Company (or successors or assigns) shall be in default under the Lease Agreement.

**Section 5.2. Remedies on Default.** Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within sixty (60) days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within the aforementioned cure period, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year through the termination date, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys’ fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

**Section 5.3. Payments on Defaulted Amounts.** Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.1. Notice and Waiver of Company.** The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be

more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section, following notice and opportunity to cure as set forth in **Section 5.2** hereof, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2**.

**Section 6.2. Severability.** If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 6.3. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

**Section 6.4. Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.5. Waiver.** The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

**Section 6.6 Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the Trustee, the Company or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

**Section 6.7 Further Assurances.** The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

**Section 6.8 Authority, etc.** Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

**Section 6.9 Electronic Storage and Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents

executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally blank.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

(Seal)

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

Name: Tyrone Garner

Title: Mayor/CEO

ATTEST:

\_\_\_\_\_  
Name: Monica Sparks

Title: Unified Government Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of Chief Counsel

**MARVIN LUMBER AND CEDAR COMPANY, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Joseph Sedgwick  
Title: Chief Financial Officer

**EXHIBIT A**

**APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS**

**EXHIBIT B**

**PROJECT SITE**

Lot 1, I-435 Logistics Park, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

**EXHIBIT C**

**ESTIMATED CONSTRUCTION SCHEDULE**

<u>Event</u>	<u>Projected Date</u>
Substantial Completion of Construction	_____, 202_
Final Completion	_____, 202_

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**PERFORMANCE AGREEMENT**

**Dated as of December 1, 2025**

---

**BETWEEN THE**

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

**AND**

**MARVIN LUMBER AND CEDAR COMPANY, LLC**

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**Prepared By:**

**Gilmore & Bell, P.C.  
Kansas City, Missouri**

## PERFORMANCE AGREEMENT

**THIS PERFORMANCE AGREEMENT**, dated as of December 1, 2025 (the “**Agreement**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **MARVIN LUMBER AND CEDAR COMPANY, LLC**, a Minnesota limited liability company (the “**Company**”);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

**WHEREAS**, pursuant to such authorization, the governing body of the Issuer has passed and approved an Ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC), Series 2025, in the principal amount of not to exceed \$65,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements and fixtures (the “**Project**”, which is more fully described in the Application for Issuance of Industrial Revenue Bonds submitted to the Issuer by the Company and attached hereto as **Exhibit A**), and authorizing the Issuer to enter into a Base Lease Agreement with the Company (the “**Base Lease**”) and lease the Project to the Company pursuant to a Lease Agreement (the “**Lease Agreement**”) to be entered into by and between the Issuer, as lessor, and the Company, as lessee, at the time the Bonds are issued;

**WHEREAS**, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

**WHEREAS**, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

**“Ad valorem taxes”** or **“ad valorem taxation”** means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

**“Agreement”** means this Performance Agreement dated as of December 1, 2025, between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

**“Application”** means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

**“Board of Tax Appeals”** means the State of Kansas Board of Tax Appeals.

**“Bond Financed Portion of the Project”** means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.8** hereof.

**“Bonds”** means the Issuer’s Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC), Series 2025, issued in the maximum aggregate principal amount of \$65,000,000.

**“Company”** means Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company and its successors and assigns.

**“Event of Default”** means any Event of Default as described in **Section 5.1** hereof.

**“Exempt Period”** means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

**“Exempt Property”** means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

**“Future Facility Additions”** means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project. As used herein, **“Future Facility Additions”** shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

**“Issuer”** means the Unified Government of Wyandotte County/Kansas City, Kansas.

**“Property”** means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

**“Project”** means acquiring, constructing, furnishing, and equipping an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements and fixtures, machinery, and equipment, all located within the municipal boundaries of the Issuer at 9822 Leavenworth Road.

**“Project Costs”** means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“**Project Site**” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“**Tax Payment**” means a payment-in-lieu of taxes in an amount equal to the amount set forth in **Section 2.3** hereof.

## ARTICLE II

### EXEMPTION; PAYMENTS IN LIEU OF TAX

**Section 2.1. Exempt Property.** During the Exempt Period, and so long as the Bonds are outstanding and the Company remains in compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

**Section 2.2 Agreement to Make Tax Payments.** The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the County Treasurer.

**Section 2.3. Amount of Tax Payment.** Each Tax Payment shall be equal to the following amount for each year during the Exempt Period:

Year	Tax Payment Amount*
1	\$
2	
3	
4	
5	
6	
7	
8	
9	
10	

\* Excludes the school district’s capital outlay levy, which cannot be abated under Kansas law.

For each calendar year during the Exempt Period, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20<sup>th</sup>), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10<sup>th</sup> of the immediately succeeding calendar year).

**Section 2.4. Term of Agreement.** This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

**Section 2.5. No Abatement of Special Assessments and Certain Property Taxes.** The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. The parties hereby acknowledge that the Tax Payments do not include the school district's capital outlay mills; such mills cannot be abated under Kansas law and will be levied against the Project during the Exempt Period in addition to the Tax Payments. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid pursuant to **Section 2.2** hereof.

**Section 2.6. Obligation of Issuer to Effect Tax Abatement.** The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make all filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including reasonable legal fees and expenses) in cooperating with the Company in the manner required by this Section.

**Section 2.7. Compliance.** Beginning on the January 15th following the issuance of the Bonds and continuing on each January 15th thereafter until the Project is completed, and within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

**Section 2.8. Value of the Project Not Determined By Bonds.** The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

**Section 2.9. No Limitation on Company's Right To Protest.** Nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

**Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability.** Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

**Section 2.11. No Abatement on Appraised Value of Future Facility Additions.** In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions

shall be paid to the County Treasurer at the times and in the manner that Tax Payments are paid pursuant to **Section 2.2** hereof. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

**Section 2.12. Tax Abatement Order; Adjustment of Tax Payment.** The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to \$0.

Notwithstanding the foregoing, if (i) the Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement, the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

**Section 2.13. Projected Construction Schedule.** The Company expects to commence and complete construction of the Project as in accordance with the schedule set forth on **Exhibit C**. Failure of the Company to actually commence or complete construction of the Project in accordance with the schedule set forth on **Exhibit C** shall not constitute a breach or default under this Agreement.

**Section 2.14. Determination of Appraised Value and Assessments.** The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

### ARTICLE III

#### COVENANTS OF THE COMPANY

**Section 3.1. Inspection.** The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.2**.

**Section 3.2. Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

**Section 3.3. Construction.** The Project will be constructed, equipped and operated in a manner that is consistent with the description of the Project herein. In the event the Project is constructed, equipped or operated in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

**Section 3.4. Employment Certification.** Beginning on March 1, 2026, and on each March 1 thereafter and within ten (10) business days following the request of the Issuer, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project (based upon the Company's actual knowledge of the full-time employees employed by the subtenants occupying the Project).

**Section 3.5 Payment of Fees and Reimbursement or Payment of Costs.**

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

**Section 3.6. Abatement of Property.** The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of Bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the Bonds. The Abatement Statute prescribes that the tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property

will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*

**Section 3.7. Solid Waste Services.** Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project.

**Section 3.8. State Reporting Requirements.** Company hereby agrees to cooperate with the Issuer and/or the Secretary of Commerce (the “Secretary”) to provide information required for compliance with the reporting requirements in K.S.A. Section 74-50,226 *et seq.* Such information will be in the form and manner required by the Secretary for publication on the Kansas Department of Commerce website. Company will pay any and all administrative fees to be collected by the Secretary in connection with these reporting requirements.

## ARTICLE IV

### SALE AND ASSIGNMENT

The benefits granted by the Issuer to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the Issuer; provided, nothing herein shall preclude the Company from pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the parties hereby agree that the Company may grant a mortgage, leasehold mortgage, or other security on the Project Site to a lender for the purposes of financing or refinancing the Project, including, but not limited to, a collateral assignment of all or any portion of its rights or obligations under this Agreement, a pledge of the Bonds, or any other documents entered into in connection with the Bonds as further provided in Section 10.4 of the Lease.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein or in the Application shall prove to be materially false or erroneous;  
or
- (c) the Company (or successors or assigns) shall be in default under the Lease Agreement.

**Section 5.2. Remedies on Default.** Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within sixty (60) days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within the aforementioned cure period, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year through the termination date, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys’ fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

**Section 5.3. Payments on Defaulted Amounts.** Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.1. Notice and Waiver of Company.** The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be

more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section, following notice and opportunity to cure as set forth in **Section 5.2** hereof, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2**.

**Section 6.2. Severability.** If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 6.3. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

**Section 6.4. Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.5. Waiver.** The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

**Section 6.6 Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the Trustee, the Company or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

**Section 6.7 Further Assurances.** The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

**Section 6.8 Authority, etc.** Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

**Section 6.9 Electronic Storage and Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents

executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally blank.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

(Seal)

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

Name: Tyrone Garner

Title: Mayor/CEO

ATTEST:

\_\_\_\_\_  
Name: Monica Sparks  
Title: Unified Government Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of Chief Counsel

**MARVIN LUMBER AND CEDAR COMPANY, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Joseph Sedgwick  
Title: Chief Financial Officer

**EXHIBIT A**

**APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS**

**EXHIBIT B**

**PROJECT SITE**

Lot 1, I-435 Logistics Park, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

**EXHIBIT C**

**ESTIMATED CONSTRUCTION SCHEDULE**

<b><u>Event</u></b>	<b><u>Projected Date</u></b>
Substantial Completion of Construction	_____, 202_
Final Completion	_____, 202_

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**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS,  
As Lessor,**

**AND**

**MARVIN LUMBER AND CEDAR COMPANY, LLC,  
As Lessee**

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**LEASE AGREEMENT**

**Dated as of December 1, 2025**

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**Relating to:**

**\$65,000,000  
(Aggregate Maximum Principal Amount)  
Unified Government of Wyandotte County/Kansas City, Kansas  
Taxable Industrial Revenue Bonds  
(Marvin Lumber and Cedar Company, LLC Project)  
Series 2025**

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**The interest of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), in this Lease Agreement has been pledged and assigned to Security Bank of Kansas City, as Trustee under the Trust Indenture dated as of December 1, 2025, between the Issuer and the Trustee.**

**LEASE AGREEMENT**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of December 1, 2025 (the “**Lease**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), as lessor, and **MARVIN LUMBER AND CEDAR COMPANY, LLC**, a Minnesota limited liability company (the “**Company**”), as lessee;

### WITNESSETH:

**WHEREAS**, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds;

**WHEREAS**, pursuant to the Act, the governing body of the Issuer has passed Ordinance No. O-[ ]-25 (the “**Ordinance**”) on November 6, 2025, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC), Series 2025, in the maximum principal amount of \$65,000,000 (the “**Bonds**”), for the purpose of acquiring real property and acquiring, purchasing, constructing, installing, furnishing and equipping an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements, fixtures, machinery, equipment, and all rights-of-way and appurtenances necessary and convenient therefor as hereinafter more fully described (the “**Project**”), and authorizing the Issuer to lease the Project to the Company;

**WHEREAS**, pursuant to the Base Lease Agreement dated as of December 1, 2025, between the Company and the Issuer (the “**Base Lease Agreement**”), the Issuer has leased the Project from the Company for the term stated therein;

**WHEREAS**, pursuant to the Ordinance, the Issuer is authorized to enter into a Trust Indenture of even date herewith (the “**Indenture**”), with Security Bank of Kansas City (the “**Trustee**”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease Agreement with the Company under which the Issuer will acquire, purchase, construct, improve, furnish, equip and remodel the Project and will lease the Project to the Company in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds;

**WHEREAS**, pursuant to the foregoing, the Issuer desires to lease the Project to the Company and the Company desires to lease the Project from the Issuer, for the rentals and upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company do hereby represent, covenant and agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1. Definitions of Words and Terms.** In addition to any words and terms defined elsewhere in this Lease Agreement and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease Agreement shall have the following meanings:

**“Additional Rent”** means the additional rental described in **Sections 5.2** and **6.2** of this Lease Agreement and, in addition, all payments required to be made to the Wyandotte County Treasurer in lieu of general ad valorem and personal property taxes pursuant to the Performance Agreement.

**“Affiliate”** means an entity owned or managed by or under common control of or by the Company or one or more of its principals.

**“Basic Rent”** means the rental described in **Section 5.1** of this Lease Agreement.

**“Event of Default”** means any Event of Default as described in **Section 12.1** of this Lease Agreement.

**“Leasehold Mortgage”** means any Leasehold Mortgage, Assignment of Rents and Leases and Security Agreement, relating to the Project and any other leasehold mortgage permitted pursuant to the provisions of **Section 10.4(b)** hereof, including any amendments or modifications to the same, which encumbers the interest of the Company granted pursuant to this Lease.

**“Lease Term”** means the period from the effective date of this Lease Agreement until the expiration thereof pursuant to **Section 3.2** of this Lease Agreement.

**“Mortgage”** means, collectively, any mortgage, assignment of rents and leases, UCC financing statements, or other security documents granted by the Company, or an Affiliate, on the Project to secure a loan to finance or refinance all or a portion of the Project, including amendments or modifications to the same.

**“Net Proceeds”** means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the Issuer and the Trustee) incurred in the collection of such gross proceeds.

**“Permitted Encumbrances”** means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, (c) the Base Lease Agreement and this Lease Agreement, (d) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the Issuer, (e) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer, (f) the Mortgage, (g) any subleases permitted by **Section 3.4** hereof, and (h) any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Owner of 100% of the principal amount of the Bonds.

**“Plans and Specifications”** means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file at the principal office of the Company and which shall be available for reasonable inspection by the Issuer, the Trustee and their duly appointed representatives.

**“Project Equipment”** means all items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit C** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor made pursuant to this Lease Agreement.

**“Project Improvements”** means all buildings, structures, improvements and fixtures located on or to be acquired, purchased, constructed, improved or remodeled on the Project Site pursuant to **Article IV** hereof, including all rights-of-way and appurtenances necessary and convenient therefor, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to this Lease Agreement.

**“Project Site”** means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

## **Section 1.2. Rules of Interpretation.**

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

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease Agreement shall not be treated as a part of this Lease Agreement or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by the Issuer.** The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipal corporation duly organized and validly existing under the laws of the State of Kansas. Under the provisions of the Act, the Issuer has lawful power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. By proper action of its governing body, the Issuer has been duly authorized to execute and deliver this Lease Agreement, acting by and through its duly authorized officers.

(b) The Issuer proposes to acquire a leasehold interest in the Project Site, subject to Permitted Encumbrances, and proposes to acquire, purchase, construct, improve, furnish, equip and remodel or cause to be acquired, purchased, constructed, improved, furnished, equipped and remodeled on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The Issuer proposes to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the Issuer has found and determined that the acquisition, purchase, construction, improving, furnishing, equipping and remodeling of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the Issuer proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the Issuer from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds.

(e) The Issuer will not mortgage the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative.

(f) The Issuer shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(g) The acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project and the leasing of the Project by the Issuer to the Company will further the public purposes of the Act.

(h) No member of the governing body of the Issuer or any other officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

**Section 2.2. Representations by the Company.** The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a duly organized and validly existing limited liability company organized under the laws of the State of Minnesota and duly qualified to do business in the State of Kansas.

(b) The Company has lawful power and authority to enter into this Lease Agreement and to carry out its obligations hereunder and by proper corporate action of its members, the Company has been duly authorized to execute and deliver this Lease Agreement.

(c) The execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease Agreement by the Company will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The Project will be in substantial compliance with all presently applicable building and zoning, health, environmental and safety ordinances and laws, and to the best of its knowledge, without independent investigation, the Project will comply with all other applicable laws, rules and regulations.

(e) The Project is located wholly within the corporate limits of the Issuer.

**Section 2.3. Survival of Representations.** All representations of the Issuer and the Company contained in this Lease Agreement or in any certificate or other instrument delivered by the Issuer and the Company pursuant to this Lease Agreement, the Indenture, or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

### ARTICLE III

#### GRANTING PROVISIONS

**Section 3.1. Granting of Leasehold Estate.** The Issuer hereby rents, leases and lets the Project to the Company, subject to Permitted Encumbrances, and the Company hereby rents, leases and hires the Project from the Issuer, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

**Section 3.2. Lease Term.** This Lease Agreement shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease Agreement, shall have an initial term commencing as of the date of this Lease Agreement and terminating on December 1, 2035.

**Section 3.3. Possession and Use of the Project.**

(a) The Issuer covenants and agrees that as long as neither the Issuer nor the Trustee has exercised any of the remedies set forth in **Section 12.2(c)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted

Encumbrances and the Issuer's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The Issuer covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act. The Company shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

**Section 3.4. Sublease by the Company.** The Company may rent and sublease all or portions of the Project for use by others in the normal course of its business without the consent of the Issuer. Any such subleases entered into after the effective date of this Lease Agreement shall be subject and subordinate in all respects to the provisions of this Lease Agreement. Nothing in this Lease Agreement shall allow the Issuer, its successors or assigns, to disturb the rights of a sublessee to use the Project under the terms and conditions as set forth in such sublessee's sublease with the Company.

**Section 3.5. Subordination to Lender.** The Issuer acknowledges and agrees that the Company may grant a Mortgage, Leasehold Mortgage, and/or other security on the Project to a lender (each, a "**Mortgagee**") at any time during the term of this Lease Agreement without the Issuer's consent. The Issuer agrees that in such case this Lease Agreement shall be subject to, and subordinate to, any such Mortgage or Leasehold Mortgage, and that the Mortgagee shall not be required to grant any rights of nondisturbance with respect to this Lease Agreement. Upon the request of the Company and at Company's sole cost and expense, the Issuer shall provide any additional reasonable documentation evidencing such subordination as required by the Mortgagee.

## ARTICLE IV

### PURCHASE, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT

#### **Section 4.1. Issuance of the Bonds.**

(a) In order to provide funds for the payment of the Project Costs, the Issuer agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Bonds in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall

be paid over to the Trustee for the account of the Issuer. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Issuer may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture for the purposes described therein.

(c) If the Company is not in default hereunder, the Issuer will, at the request of the Company, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Company; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company; provided further that the Company and the Issuer shall have entered into an amendment to this Lease Agreement to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due and the Issuer shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

**Section 4.2. Purchase, Construction, Renovation, Installation and Equipping of the Project.**

The Issuer and the Company agree that the Issuer will and the Company as the agent of the Issuer shall, but solely from the Project Fund except as otherwise provided herein, acquire, purchase, construct, improve, furnish, equip and remodel the Project as follows:

(a) Concurrently with the execution of this Lease Agreement, the Issuer will acquire a leasehold interest in the Project Site and any Project Improvements and Project Equipment located on the Project Site.

(b) The Company will, or prior to the date of this Lease has, on behalf of the Issuer, acquire(d), purchase(d), construct(ed), improve(d) and remodel(ed) the Project Improvements on the Project Site and otherwise improve(d) the Project Site in accordance with the Plans and Specifications. The Company may make minor changes in and to the construction contracts and the Plans and Specifications incorporated therein without the consent of the Issuer. The Company shall notify the Issuer in writing of major changes. Major changes shall be any change that has an estimated cost (increase or decrease) of \$250,000. The Company agrees that the aforesaid acquisition, purchase, construction, improvement and remodeling will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Company for its purposes, and that all real and personal property described therein is necessary in connection with the Project.

(c) The Company will, on behalf of the Issuer, purchase and install the Project Equipment in the Project Improvements or on the Project Site in accordance with the Plans and Specifications. The Issuer and the Company recognize that the Project Equipment is subject to change during the construction period and thereafter pursuant to the provisions of this Lease Agreement, and agree that the definitive list of the Project Equipment shall be the list maintained by the Trustee pursuant to **Section 10.8** of this Lease Agreement.

(d) The Company agrees that it will use its best efforts to cause the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such acquisition, purchase, construction, improvement, furnishing, equipping and remodeling commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose. The Company may seek reimbursement for all such funds advanced.

**Section 4.3. Project Costs.** The term Project Costs shall have the meaning set forth in the Indenture.

The Issuer hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The proceeds of the Bonds shall only be used to pay for Project Costs that are part of the Project.

**Section 4.4. Payment for Project Costs.** All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture. The Issuer hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit D**, signed by an Authorized Company Representative:

(a) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid (whose name and address shall be stated);

(b) describing in reasonable detail each item of Project Costs for which payment is being requested;

(c) stating that each item for which payment is requested is or was necessary and appropriate in connection with the purchase, acquisition, construction, improvement, furnishing, equipping or remodeling of the Project, has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of their knowledge there are no outstanding statements which are then due and payable for labor, wages, materials, supplies or services in connection with the purchase, acquisition, construction, improving, furnishing, equipping or remodeling of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project or any part thereof, or setting out (i) all disputed statements and the reason for such disputes, and (ii) all statements in process but not yet presented to the Trustee for payment.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. In addition, the Project Costs may be paid or deemed to be paid in such manner as provided by the Trustee upon receipt of any such certificate.

**Section 4.5. Establishment of Completion Date.** The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) that the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the Issuer agree to cooperate in causing such certificate to be furnished to the Trustee.

#### **Section 4.6. Surplus or Deficiency in Project Fund.**

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds, to the extent practical, pursuant to the appropriate written instructions of the Company, at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project lien free, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

### **ARTICLE V**

#### **RENT PROVISIONS**

**Section 5.1. Basic Rent.** The Company covenants and agrees to pay to the Trustee in same day funds for the account of the Issuer during this Lease Term, on or before 11:00 a.m., Trustee's local time, on each Interest Payment Date, as Basic Rent for the Project Site, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Interest Payment Date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease Agreement and the Indenture. In the event the Company is the sole Bondowner, then the Company may set off its obligation to the Issuer as lessee under this Lease Agreement against the Issuer's obligations to the Company as Bondowner under the Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set off has occurred. Subject to the other provisions of this Lease Agreement and the Indenture, at any time that the Company is the sole Bondowner, the Company may, at its option, make payments of Basic Rent, including prepayment of Basic Rent: (i) by tendering a portion of the principal amount of the Bonds equal to such principal payment thereon to the Trustee for cancellation, or (ii) via transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner or the Trustee.

**Section 5.2. Additional Rent.** The Company shall pay as Additional Rent the following amounts:

(a) all reasonable fees, charges and expenses, including, without limitation, agent and counsel fees and expenses, of the Trustee and the Paying Agent incurred under the Indenture, the Lease Agreement or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, costs, charges and expenses reasonably incurred in connection with the enforcement of any rights against the Company or the Project under this Lease Agreement or the Indenture by the Issuer, the Trustee or the Bondowners, except for such expenses as may be incurred solely as a result of the negligence or wrongful misconduct of the Issuer, the Trustee or both;

(d) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder and in connection with the performance of its obligations under this Lease Agreement, the Indenture, or the Performance Agreement;

(e) all amounts payable under the Performance Agreement;

(f) all annual fees of the Issuer or the Kansas Board of Tax Appeals; and

(g) all other payments of whatever nature which the Company has agreed to pay or assume under the provisions of this Lease Agreement, the Indenture or any other document entered into in connection with the Bonds.

### **Section 5.3. Obligations of Company Absolute and Unconditional.**

(a) The obligations of the Company under this Lease Agreement to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the Issuer's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Kansas or any political subdivision thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer, and regardless of the invalidity of any portion of this Lease Agreement.

(b) Nothing in this Lease Agreement shall be construed to release the Issuer from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the Issuer under this Lease Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease Agreement that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease Agreement (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners. The Company may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to

cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding if the Company shall so request.

**Section 5.4. Prepayment of Basic Rent.** The Company may at any time prepay all or any part of the Basic Rent provided for hereunder. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease Agreement.

**Section 5.5. Redemption of Bonds.** The Issuer and the Trustee, at the written direction of the Company, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes or Bonds have been submitted in satisfaction thereof, shall (a) if the same are then redeemable under the provision of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then Outstanding Bonds as may be specified by the Company, on such redemption date as may be specified by the Company or (b) cause such moneys in the Bond Fund or such part thereof as the Company shall direct, to be applied by the Trustee, to the extent practical, pursuant to the appropriate written instructions of the Company, for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction.

## ARTICLE VI

### MAINTENANCE, TAXES AND UTILITIES

**Section 6.1. Maintenance and Repairs.** Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof.

**Section 6.2. Taxes, Assessments and Other Governmental Charges.**

(a) The Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom or Basic Rent and other amounts payable under this Lease Agreement, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the Issuer's leasehold interest in the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the Issuer's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to

bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the Issuer and the Trustee written notice of its intention so to do, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The Issuer agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall hold the Issuer and the Trustee whole and harmless from any reasonable costs and expenses the Issuer may incur related to any of the above.

**Section 6.3. Utilities.** All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

**Section 6.4. Kansas Retailers' Sales Tax.** The parties have entered into this Lease Agreement in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with acquisition, purchase, construction, improving, furnishing, equipping or remodeling of the Project are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Company's assistance, promptly obtain from the State and furnish to the contractors and suppliers an exemption certificate for the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of the Project. The Company covenants that said exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project.

**Section 6.5. Ad Valorem Taxes.** Notwithstanding any provisions herein to the contrary, the Issuer and the Company acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property purchased, acquired, constructed, reconstructed, improved, equipped, furnished, repaired, enlarged or remodeled with the proceeds of the Bonds shall be entitled to exemption from general ad valorem taxes (other than special assessments levied on account of special benefits and taxes that may not be abated by the Issuer under Kansas law) on real and personal property, other than inventory for a period of ten (10) calendar years after the calendar year in which the Bonds are issued, provided proper application is made therefor. The Issuer covenants that it will not voluntarily take any action which may be reasonably construed as tending to cause or induce the levy or assessment of such ad valorem taxes on the Project so long as any of the Bonds are Outstanding and unpaid or for said ten (10) year period, whichever shall be the shorter time, and at the Company's request, fully cooperate with the Company in all reasonable ways to prevent any such levy or assessment. The Issuer shall prepare for execution by the Company and the Company shall timely file the Application for Exemption to effect the property tax abatement described in K.S.A. 79-201a and the Issuer agrees to fully cooperate with the Company in connection with such Application for Exemption. The Company agrees to pay any such levies or assessments that are lawful on the Project.

**Section 6.6. Payment in Lieu of Taxes.** The Company agrees that, during each year the Project is exempt from ad valorem taxes by reason thereof, the Company will make a payment in lieu of taxes to the Issuer in the amounts and at the times set forth in the Performance Agreement providing for payments in lieu of such ad valorem taxes.

## ARTICLE VII

### INSURANCE AND INDEMNIFICATION

#### **Section 7.1. Insurance.**

The Company shall maintain, or cause to be maintained at its sole cost and expense, insurance with respect to its property, the operation thereof and its business against such casualties, contingencies and risks (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in amounts not less than is customary and adequate in the case of organizations engaged in the same or similar activities and similarly situated and as is adequate to protect its property and operations. The amount and deductible provisions for the general liability insurance shall be subject to approval by the Issuer. The Company shall annually review the insurance it maintains pursuant hereto as to whether such insurance is customary and adequate. The Company's property insurance policy with respect to the Project shall name the Issuer as an additional insured, and shall name the Trustee as a loss payee thereunder. The Company's general liability policy shall name each of the Issuer and the Trustee as an additional insured.

All such insurance shall be maintained with responsible insurance carriers. Each policy or other contract for such insurance under which the Issuer or Trustee is named an additional insured or loss payee shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least ten (10) days after written notice of cancellation to the Company, the Trustee, and the Issuer.

The Company shall deposit with the Trustee and Issuer, at the closing of the Bonds, and annually on December 1 a certificate or certificates of the respective insurers stating that such insurance is in force and effect. In lieu of separate policies, the Company may maintain a single policy, blanket or umbrella policies, or a combination thereof, in which event the Company shall deposit with the Bond Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the property of the Company.

## ARTICLE VIII

### ALTERATION OF THE PROJECT

**Section 8.1. Additions, Modifications and Improvements of the Project.** The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of Project Equipment under **Section 8.2** hereof shall remain the property of the Company and may be removed by the Company.

**Section 8.2. Removal of Project Equipment.** The Company shall cause the Project and all of its property used or useful in the conduct of its business and operations to be maintained, preserved and kept in good repair and working order and condition and in as safe condition as its operations will permit and will

make all repairs, renewals, replacements and improvements thereof necessary for the efficient and advantageous conduct of its business and operations. Nothing in this Section shall obligate the Company to preserve, repair, renew or replace any element or unit of the Project or any of its property no longer used or no longer useful in the conduct of its business, or prevent the Company from discontinuing the operation of any element or unit of the Project or any of its property or from removing or demolishing any building or buildings, if in its judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its governing board) such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the Bonds. The Company may make additions, alterations and changes to the Project or its property so long as such additions, alterations and changes are made in compliance with the provisions of this Lease Agreement and will not result in a violation of the provisions of this Lease Agreement, and the Company may dispose of any property as permitted by this Lease Agreement.

**Section 8.3. Additional Improvements on the Project Site.** The Company shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company pursuant to the authority of this Section shall, during the life of this Lease Agreement, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good and workmanlike manner, or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

**Section 8.4. Permits and Authorizations.** The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The Issuer agrees not to charge the Company any fees for any such permits or authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

**Section 8.5. Mechanics' Liens.**

(a) Neither the Issuer nor the Company shall do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the Issuer shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company shall have the right to contest any such mechanics' or other similar lien if within said 90-day period stated above it notifies the Issuer and the Trustee

in writing of its intention so to do, and provided the Company diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Company shall hold the Issuer and the Trustee whole and harmless from any loss, costs or expenses the Issuer may incur related to any such contest. The Issuer shall cooperate fully with the Company in any such contest.

**Section 8.6. Option to Purchase Unimproved Portions of the Project Site.** The Issuer hereby grants to the Company the right at any time and from time to time to purchase any unimproved portion or portions of the Project Site. For the purposes of this Section “unimproved” shall mean real property upon which no improvements are located, excluding improvements relating to streets, sidewalks, bridges, stormwater, grading, utility or other similar improvements. As conditions to such purchase the Issuer and the Trustee shall receive from the Company at least 30 days prior to the proposed date for completing the purchase the following (1) a written certificate from the Company to the effect (i) that the Company desires to purchase an unimproved portion of the Project Site, (ii) the proposed date for completing the purchase, and (iii) that the Company is not in default under any of the provisions of this Lease Agreement or the Indenture, (2) providing the Issuer and the Trustee with an adequate legal description of that portion (together with the interest in such portion) of the property to be purchased and a copy of a title commitment with respect to such property, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (i) the unimproved portion of the Project Site is unimproved within the definition contained in this Section (ii) the unimproved portion of the Project Site so proposed to be purchased is not needed for the operation of the Project, and (iii) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Project Site shall be determined by the Owners of all of the Bonds and shall be received in writing by the Issuer and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the Issuer executes and delivers a release from the Base Lease Agreement and this Lease Agreement of the property which is to be purchased to the Company. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than \$1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302(a)** of the Indenture. If such amount is \$1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the Issuer’s receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, any duly authorized officers of the Issuer shall execute the necessary documents to release such property from the Base Lease Agreement and Lease Agreement.

Upon any purchase of portions of the Project Site pursuant to this Section, the portions of the Project Site so purchased shall no longer be entitled to the benefits of the Performance Agreement.

## ARTICLE IX

### DAMAGE, DESTRUCTION AND CONDEMNATION

In the event of damage to or destruction of the Project, or any portion thereof, resulting from fire or other casualty, or in the event the Project, or any portion thereof, is condemned or taken for any public

or quasi-public use or title thereto is found to be deficient, the Net Proceeds of such insurance, condemnation, or taking shall be paid directly to the Company.

The Company shall promptly notify the Issuer in writing as to the nature and extent of such damage, loss or condemnation and whether it is practicable or desirable to rebuild, repair, restore or replace such damage or loss or acquire or construct substitute improvements. If the Company shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, to the extent permitted by law, the Company will forthwith replace, repair, reconstruct or restore the Project to substantially the same or an improved condition or utility value as existed prior to the event affecting the Project and will to the extent necessary apply the Net Proceeds received by the Company to the payment or reimbursement of the costs of such replacement, repair, reconstruction or restoration. Any remaining balance not required for said purpose shall be retained by the Company. If the Company shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds received with respect to any such damage, loss or condemnation to the Project shall be paid or applied as required by the holder of the Mortgage, if any. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this Article.

## ARTICLE X

### SPECIAL COVENANTS

**Section 10.1. No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification.** The Issuer makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the Issuer from, agrees that the Issuer shall not be liable for and agrees to hold the Issuer harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof; unless such loss is the result of the Issuer's gross negligence or willful misconduct.

**Section 10.2. Surrender of Possession.** Upon accrual of the Issuer's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease Agreement for any reason other than the Company's purchase of the Project pursuant to **Article XI** hereof, the Company shall peacefully surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Company shall have the right within 90 days (or such later date as the Issuer may agree to) after the termination of this Lease Agreement to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the Issuer.

**Section 10.3. Issuer's Right of Access to the Project.** In addition to the inspection rights of the Issuer pursuant to the Performance Agreement, the Company agrees that the Issuer and the Trustee and their duly authorized agents shall have the right to enter upon the Project Site after delivering advance written notice to the Company (a) as may be reasonably necessary to cause to be completed the acquisition, purchase, construction, improving, equipping or remodeling provided for in **Section 4.2** hereof, (b) to perform such work in and about the Project made necessary by reason of the Company's default beyond all applicable notice

and cure periods under any of the provisions of this Lease Agreement, (c) to inspect the Project for compliance with the Issuer's building, fire and zoning codes, and (d) following an Event of Default, to exhibit the Project to prospective purchasers, lessees or trustees. In exercising its rights hereunder, the Issuer shall use reasonable efforts to avoid unreasonable interference with the operations of the Project. Except in the case of emergency, prior to any such access such representatives of the Issuer will check in with the on-site manager. Such representatives of the Issuer shall carry proper identification, shall use reasonable efforts to ensure their own safety, and shall not interfere with any construction activity.

#### **Section 10.4. Granting of Easements; Leasehold Mortgages**

(a) If no Event of Default under this Lease Agreement shall have happened and be continuing, the Company may at any time or times (1) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (2) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (3) incur Permitted Encumbrances. The Issuer agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer and the Trustee of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will not materially adversely affect the security intended to be given by or under the Indenture. If the instrument of grant shall provide that any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Trustee under this Lease Agreement and the Indenture and shall not be affected by any termination of this Lease Agreement or default on the part of the Company hereunder then such easement shall not have any effect whatsoever without the written consent of the Issuer. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, in the event of the termination of this Lease Agreement or during the continuation of an Event of Default, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease Agreement without the Issuer's consent, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such leasehold mortgage, and the note or other obligation secured thereby, is delivered to the Issuer and the Trustee within thirty (30) days after the execution thereof.

(c) Notwithstanding anything contained to the contrary in this Lease Agreement, (a) the Company shall have the right to assign this Lease Agreement and any subleases to any Mortgagee or to the designee or nominee of such Mortgagee, without the consent of the Issuer, and (b) if the Mortgagee or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of such Mortgage or Leasehold Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, the Mortgagee or its designee or nominee shall have the further right to further assign this Lease Agreement and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the Issuer and such assignee shall enjoy all rights, powers and privileges granted herein to Mortgagees.

(d) If (1) the Company shall execute and deliver a Leasehold Mortgage, and (2) the provisions and conditions of subsection (b) above shall have been fully complied with and observed with respect to such Leasehold Mortgage, and (3) the Company or the mortgagee under such Leasehold Mortgage shall have notified the Issuer in writing of the making thereof and of the name and address of such Leasehold Mortgagee; then:

(i) this Lease Agreement may not be modified, amended, canceled or surrendered by agreement between the Issuer and the Company, without the prior written consent of such leasehold mortgagee;

(ii) there shall be no merger of this Lease Agreement or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease Agreement or said leasehold estate and said fee title shall be owned by the same person or persons, without the prior written consent of such leasehold mortgagee;

(iii) the Issuer shall serve upon each such leasehold mortgagee a copy of each notice of default and each notice of termination given to the Company under this Lease Agreement, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each leasehold mortgagee;

(iv) each leasehold mortgagee shall have the same period of time after the service of such notice upon it within which the Company may remedy or cause to be remedied the default which is the basis of the notice plus twenty (20) days; and the Issuer shall accept performance by such leasehold mortgagee as timely performance by the Company;

(v) such leasehold mortgagee shall not be required to continue possession or continue foreclosure proceedings under paragraph (vii) of this subsection if the particular default has been cured;

(vi) the Issuer may exercise any of its rights or remedies with respect to any other default by the Company occurring during the period of such forbearance provided for under said paragraph (vii), subject to the rights of the leasehold mortgagee under this Section as to such other defaults;

(vii) in case of default by the Company under this Lease Agreement, other than a default in the payment of money, the Issuer shall take no action to effect a termination of this Lease Agreement by service of a notice or otherwise, without first giving to such leasehold mortgagee a reasonable time within which either to obtain possession of the Project and to remedy such default in the case of a default which is susceptible of being cured when such leasehold mortgagee has obtained possession of the Project, or to institute and with reasonable diligence to complete foreclosure proceedings or otherwise acquire the Company's leasehold estate under this Lease Agreement in the case of a default which is not so susceptible of being remedied by such leasehold mortgagee, provided that the leasehold mortgagee shall deliver to the Issuer within thirty (30) days after the expiration of the grace period applicable to the particular default, an instrument unconditionally agreeing to remedy such default other than a default not susceptible of being remedied by such leasehold mortgagee. The Issuer's right to terminate this Lease Agreement by reason of a default which is not susceptible of being remedied by such leasehold mortgagee shall end with respect to such default when the leasehold mortgagee obtains possession of the Project as aforesaid, which possession shall be deemed to include possession by a receiver;

(viii) if this Lease Agreement shall terminate prior to the expiration of the Lease Term, the Issuer shall enter into a new lease for the Project with any such leasehold mortgagee, or its designee or nominee, for the remainder of the term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the Issuer, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the Issuer under the Lease Agreement on behalf of the Company, on condition that:

(A) such leasehold mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, such leasehold mortgagee shall cure all defaults of the Company under the Lease Agreement (susceptible of being cured by such leasehold mortgagee) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease Agreement but for such termination, and shall pay or cause to be paid to the Issuer on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the Issuer or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(ix) if such leasehold mortgagee or its designee or nominee shall become the owner of this Lease Agreement either following foreclosure of such leasehold mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and such leasehold mortgagee or its designee or nominee shall have assigned this Lease Agreement, such leasehold mortgagee or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

If more than one leasehold mortgagee shall request such new lease, such new lease shall be made with and delivered to the leasehold mortgagee (or its nominee or designee) whose mortgage is prior in lien to those of any others. The opinion of a reputable title insurance company, licensed to insure title to real property in the State of Kansas, setting forth the order of priority of such mortgage liens, may be relied on by the Issuer and the Trustee as conclusive evidence of such priority.

**Section 10.5. Indemnification of Issuer and Trustee.** The Company shall indemnify and save the Issuer and the Trustee harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the Lease Term, and against and from all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused by the Company, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease Agreement, (c) any contract entered into in by the Company or its sublessee, if any, in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the Issuer or the Trustee if (i) such claim is the result of work being performed at the Project by employees of the

Issuer, or (ii) such claim is the result of the Issuer's negligence or willful misconduct. The Company shall indemnify and save the Issuer and the Trustee harmless from and against all costs and expenses, including, without limitation, reasonable attorney's fees and expenses, (except those which have arisen from the willful misconduct or negligence of the Issuer or the Trustee) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (e), and upon notice from the Issuer or the Trustee, the Company shall defend them or either of them in any such action or proceeding.

The Company agrees to indemnify and reimburse the Issuer and the Trustee, and their respective members, directors, officers, employees, agents, attorneys, successors and assigns for any liability, loss, damage, expense or cost, including, without limitation, reasonable attorney's fees and expenses, arising out of or incurred by the Issuer or the Trustee or their respective members, directors, officers, employees, agents, attorneys, successors and assigns, which is the result of any liability, loss, damage, expense or cost sustained as a result of any failure to comply any law, statute, ordinance, rule, code, order or regulation, whether federal, state or local, relating to environmental protection, environmental contamination and the cleanup thereof, asbestos, underground storage tanks and other environmental matters ("**Environmental Laws**") or of there being located in, on or about the Project Site or the Project any hazardous, dangerous, or toxic pollutants, wastes or chemicals, together with reasonable attorney's fees and expenses incurred in connection with the defense of any action against the Issuer or the Trustee arising out of the above. The Company represents and warrants to the Issuer and the Trustee that the Project Site and the Project and their respective prior and existing uses have at all times complied with and will comply with all Environmental Laws. The Company shall promptly and diligently take or cause to be taken all actions necessary to cure any noncompliance with any Environmental Law and shall be solely responsible for any violation by it, its employees or agents of any Environmental Laws, and the Company further agrees that it will take all necessary action to clean-up, eliminate or contain any environmental contamination, including contamination caused by any previous owner of the Project or the Project Site, and will pay in full all costs and expenses associated with such action.

**Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits.** The Issuer agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the Issuer will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

**Section 10.7. Company to Maintain its Corporate Existence.** The Company agrees that until (i) the Bonds are paid or payment is provided for in accordance with the terms of the Indenture or (ii) the Company assigns, transfers, encumbers or disposes of this Lease Agreement or any interest therein or part thereof, the Company will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section and without obtaining Issuer consent, consolidate with or merge into another domestic entity (i.e., an entity incorporated or organized and existing under the laws of one of the states of the United States) or permit one or more other domestic entities to consolidate with or merge into it, or may sell or otherwise transfer to another domestic entity all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee entity expressly assumes in writing all the obligations of the Company contained in this Lease Agreement and the Performance Agreement.

**Section 10.8. Security Interests.** At the written request of the Owner of the Bonds, the Issuer and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the Issuer and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee shall file, at the expense of the Company, all instruments the Owner of the Bonds shall deem necessary to be

filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The Issuer and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens. The Trustee shall, at the expense of the Company, maintain a file showing a description of all Project Equipment, if any, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

## ARTICLE XI

### OPTION AND OBLIGATION TO PURCHASE THE PROJECT

**Section 11.1. Option to Purchase the Project.** The Company shall have, and is hereby granted, the option to purchase the Project at any time, prior to the expiration of the Lease Term upon payment in full of all Bonds then Outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the Issuer and to the Trustee, if any, of the Bonds as shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 180 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to the Issuer's costs, expenses, including reasonable attorney's fees, related to conveying the Project to the Company; plus
- (d) the sum of \$100.

**Section 11.2. Conveyance of the Project.** At the closing of the purchase of the Project pursuant to this Article, the Issuer will upon receipt of the purchase price deliver to the Company the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture.
- (b) Documents terminating the Base Lease Agreement and Lease Agreement.

The Authorized Issuer Representative is authorized to execute any and all documents necessary under this Section without any further action from the governing body of the Issuer.

**Section 11.3. Relative Position of Option and Indenture.** The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease Agreement.

**Section 11.4. Obligation to Purchase the Project.** The Company hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project for the sum of \$100 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof and all other fees, charges and expenses having been made in accordance with the provisions of the Indenture, this Lease Agreement and all other documents entered into with respect to the Bonds.

## ARTICLE XII

### DEFAULTS AND REMEDIES

**Section 12.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” or “default” under this Lease Agreement:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent for a period of ten (10) Business Days following written notice to the Company by the Issuer or the Trustee; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease Agreement on the Company’s part to be observed or performed, and such default shall continue for 60 days after the Issuer or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required by the Company to cure such default; provided that (1) the Company has commenced such cure within said 60-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company shall: (1) admit in writing its inability to pay its debts as they become due; or (2) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) be subject to any proceeding, or suffer the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (7) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or

is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The Company shall vacate or abandon the Project, or shall have been ejected from the Project or any portion thereof by reason of a defect in title to the Project, and the same shall remain uncared for and unoccupied for a period of 60 days; or

(e) The occurrence and continuance of an “Event of Default” by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

**Section 12.2. Remedies on Default.** If any Event of Default referred to in **Section 12.1** hereof shall have occurred and be continuing, then the Issuer may at the Issuer’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease Agreement in the Indenture), then or at any time thereafter, and while such Event of Default shall continue, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease Agreement to become due and payable, as provided in the Indenture;

(b) give the Company written notice of intention to terminate this Lease Agreement on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Company’s rights to possession of the Project shall cease and this Lease Agreement shall thereupon be terminated, and the Issuer may re-enter and take possession of the Project; or

(c) without terminating this Lease Agreement, re-enter the Project to take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Project without terminating this Lease Agreement, the Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as the Issuer may deem advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project by the Issuer shall be construed as an election on the Issuer’s part to terminate this Lease Agreement, and no such re-entry or taking of possession by the Issuer shall relieve the Company of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or any of its other obligations under this Lease Agreement, all of which shall survive such re-entry or taking of possession, and the Company shall continue to pay the Basic Rent and Additional Rent provided for in this Lease Agreement until the end of this Lease Term, whether or not the Project shall have been relet, less the net revenues, if any, of any reletting of the Project after deducting all of the Issuer’s reasonable expenses in or in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting. Said net revenues of any reletting shall be deposited in the Bond Fund. Having elected to re-enter or take possession of the Project without terminating this Lease Agreement, the Issuer may (subject, however, to any restrictions against termination of this Lease Agreement in the Indenture), by notice to the Company given at any time thereafter following an Event of Default, elect to terminate this Lease Agreement on a date to be specified in such notice, which date shall be not earlier than 30 days after re-entry under (b) above, and if all defaults shall not have then been cured, on the date so specified this Lease Agreement shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer may enter and expel the Company and those claiming through or under the Company and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any

remedies for arrears of rent or preceding breach of covenant. The Issuer may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Lease Agreement.

**Section 12.3. Survival of Obligations.** The Company covenants and agrees with the Issuer and Bondowners that its obligations under this Lease Agreement shall survive the cancellation and termination of this Lease Agreement, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease Agreement, all at the time or times provided in this Lease Agreement; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Company's obligation under this Lease Agreement shall thereupon cease and terminate in full.

**Section 12.4. Limitation of Liability and Indemnity.** Notwithstanding anything contained to the contrary in this Lease Agreement, it is agreed that the Issuer will look only to the Company's interest in and to the Project and any sublease with respect thereto for the collection of any judgment (or other judicial process) requiring the payment of money by the Company in the event of a breach or default under this Lease Agreement by the Company, and no other property or assets of the Company or its partners or principals, members, directors, officers, employees, agents, attorneys, successors and assigns, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any such judgment (or other judicial process).

**Section 12.5. Performance of the Company's Obligations by the Issuer.** If the Company shall fail to keep or perform any of its obligations as provided in this Lease Agreement in the making of any payment or performance of any obligation, then the Issuer, or the Trustee in the Issuer's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the Issuer or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the Issuer or the Trustee and all necessary incidental reasonable costs and expenses (including, without limitation, interest at the Trustee's prime rate plus 2% and reasonable attorney's fees and expenses) incurred by the Issuer or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the Issuer or the Trustee on demand, and if not so paid by the Company, the Issuer or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

**Section 12.6. Rights and Remedies Cumulative.** The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

**Section 12.7. Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Issuer or the Trustee may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Issuer's right to exercise any

of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Issuer or the Trustee.

**Section 12.8. Notice of Defaults Under Section 12.1; Opportunity of Company to Cure Defaults.**

(a) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(c)** through **(e)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company and the Company shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected.

(b) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(b)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given (i) at any time the Company is the Owner of 100% in aggregate principal amount of all Bonds Outstanding, by the Issuer or Trustee, and (ii) at any time the Company is not the Owner of 100% in aggregate principal amount of all Bonds Outstanding, to the Company and the Company shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected.

(c) With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

**Section 12.9. Trustee's Exercise of the Issuer's Remedies.** Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article, upon notice as required of the Issuer unless the Issuer has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

## ARTICLE XIII

### ASSIGNMENT AND SUBLEASE

**Section 13.1. Assignment; Sublease.**

(a) The Company shall have the right to assign, transfer, encumber or dispose of this Lease Agreement or any interest therein or part thereof, with the written consent of the governing body of the Issuer, for any lawful purpose under the Act; provided, however, the prior written consent of the governing body of the Issuer shall not be required if (i) such assignee is an affiliate (an entity that the Company controls, is

controlled by, or is under common control with or by the Company or one or more of its principals) of the Company or (ii) for a collateral assignment to the holder of a Mortgage or a Leasehold Mortgage and as further provided in Section 10.4(c). Notwithstanding any other provision of this Section or other provision in this Lease Agreement, the sole requirement of the Company with respect to an assignment to such an affiliate or such collateral assignment is to provide notice of such event within sixty (60) days thereafter to the Issuer. With respect to any other assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease Agreement and an assumption of all obligations of the Company under the Base Lease Agreement and this Lease Agreement;

(3) A duplicate original of such assignment shall be delivered to the Issuer and the Trustee within ten (10) Business Days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease Agreement on the part of the Company to be performed and observed;

(4) At the time of any such assignment there shall be: (i) no material damage or destruction to the Project which has not been repaired, restored and replaced in accordance with the provisions of this Lease Agreement, unless any funds then held by the Company for the purposes of such repair, restoration and replacement are simultaneously transferred to the assignee and (ii) no unpaid taxes, assessments and similar charges under **Section 6.2** hereof and unpaid Tax Payments under the Performance Agreement.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment, provided that such assignment shall not relieve the assignor of its obligations pursuant to **Section 10.5**. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this subsection (a) shall not be unreasonably withheld or delayed.

(b) The Company shall have the right, without the written consent of the Issuer but with notice to the Issuer and Trustee, to sublet all of the Project to a single entity for any lawful purpose under the Act. The Company shall have the right, without the consent of the Issuer, to sublet any part of the Project to more than one entity in the ordinary course of its business for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Company from its primary liability for the payment of the Basic Rent and Additional Rent hereunder and the performance of each and all of the covenants and agreements herein contained, and its duties and obligations under this Lease Agreement shall continue as if no such sublease had been made. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the Issuer's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

If for any reason this Lease Agreement and the leasehold estate of the Company hereunder is terminated by the Issuer by summary proceedings or otherwise in accordance with the terms of this Lease Agreement, the Issuer covenants and agrees that such termination of this Lease Agreement shall not result in

a termination of any sublease affecting the Project or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the Issuer hereunder and the sublessee thereunder, with the same force and effect as if the Issuer hereunder had originally entered into such sublease as landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by the Issuer under this Lease Agreement to recover possession of the Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same. The Issuer shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing in a form reasonably satisfactory to the Company.

Any consent of the Issuer required by this subsection (b) shall not be unreasonably withheld, conditioned or delayed.

**Section 13.2. Assignment of Revenues by Issuer.** The Issuer shall assign and pledge any rents, revenues and receipts receivable under this Lease Agreement, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

**Section 13.3. Assignment by Issuer.** The Issuer may assign its interest in and pledge any moneys receivable under this Lease Agreement to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

**Section 13.4. Restrictions on Sale or Encumbrance of Project by Issuer.** During this Lease Term, the Issuer agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

## ARTICLE XIV

### AMENDMENTS, CHANGES AND MODIFICATIONS

**Section 14.1. Amendments, Changes and Modifications.** Except as otherwise provided in this Lease Agreement or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

**Section 15.1. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the Trustee, the Company or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

**Section 15.2. Issuer Shall Not Unreasonably Withhold Consents and Approvals.** Wherever in this Lease Agreement it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Issuer shall not unreasonably, arbitrarily or unnecessarily

withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

**Section 15.3. Net Lease.** The parties hereto agree (a) that this Lease Agreement shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the Issuer and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, and (c) that if after the principal of and interest on the Bonds and all fees, expenses and costs incident to the payment of the Bonds have been paid in full the Trustee or the Issuer holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease Agreement, and except as otherwise provided in this Lease Agreement and the Indenture, become the absolute property of and be paid over forthwith to the Company.

**Section 15.4. No Pecuniary Liability.** No provision, covenant or agreement contained in this Lease Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon the general credit or taxing powers of the Issuer or the State of Kansas. Such limitation shall not apply to any liability or charge directly resulting from the Issuer's breach of any provision, covenant or agreement contained herein.

**Section 15.5. Governing Law.** This Lease Agreement shall be construed in accordance with and governed by the laws of Kansas.

**Section 15.6. Binding Effect.** This Lease Agreement shall be binding upon and shall inure to the benefit of the Issuer and the Company and their respective successors and assigns.

**Section 15.7. Severability.** If for any reason any provision of this Lease Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 15.8. Execution in Counterparts.** This Lease Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 15.9. Electronic Storage.** The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15.10. Satisfaction of Company's Obligations.** Any obligation of the Company under this Lease Agreement, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance pursuant to **Article VII**, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS**

By: \_\_\_\_\_  
Tyrone Garner, Mayor/CEO

(Seal)

ATTEST:

By: \_\_\_\_\_  
Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of Chief Counsel

**MARVIN LUMBER AND CEDAR COMPANY, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Joseph Sedgwick  
Title: Chief Financial Officer

**EXHIBIT A**

**PROJECT SITE**

Lot 1, I-435 Logistics Park, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

## **EXHIBIT B**

### **PROJECT IMPROVEMENTS**

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, furnishing, equipping or remodeling of the Project Site pursuant to **Article IV** hereof, including all rights-of-way and appurtenances necessary and convenient therefor, and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease Agreement.

## **EXHIBIT C**

### **PROJECT EQUIPMENT**

All items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site, or for use in connection with the Company's business, pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds and all replacements thereof and substitutions therefor made pursuant to this Lease Agreement.

**EXHIBIT D**

**[FORM OF REQUISITION CERTIFICATE]**

Requisition No. \_\_\_\_\_

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

**REQUISITION CERTIFICATE**

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF DECEMBER 1, 2025, BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF DECEMBER 1, 2025, BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND MARVIN LUMBER AND CEDAR COMPANY, LLC

The undersigned hereby requests that a total of \$ \_\_\_\_\_ be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of my knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of said buildings and improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

[The remainder of this page intentionally left blank.]

**MARVIN LUMBER AND CEDAR COMPANY, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Joseph Sedgwick  
Title: Chief Financial Officer

**SCHEDULE 1 TO REQUISITION CERTIFICATE**

<u>Amount</u>	<u>Payee and Address</u>	<u>Description</u>
\$ _____		

**DRAFT: September 26, 2025**

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**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS,  
As Lessor,**

**AND**

**MARVIN LUMBER AND CEDAR COMPANY, LLC,  
As Lessee**

---

**LEASE AGREEMENT**

**Dated as of December 1, 2025**

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**Relating to:**

**\$65,000,000  
(Aggregate Maximum Principal Amount)  
Unified Government of Wyandotte County/Kansas City, Kansas  
Taxable Industrial Revenue Bonds  
(Marvin Lumber and Cedar Company, LLC Project)  
Series 2025**

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**The interest of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), in this Lease Agreement has been pledged and assigned to Security Bank of Kansas City, as Trustee under the Trust Indenture dated as of December 1, 2025, between the Issuer and the Trustee.**

**LEASE AGREEMENT**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of December 1, 2025 (the “**Lease**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), as lessor, and **MARVIN LUMBER AND CEDAR COMPANY, LLC**, a Minnesota limited liability company (the “**Company**”), as lessee;

### WITNESSETH:

**WHEREAS**, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds;

**WHEREAS**, pursuant to the Act, the governing body of the Issuer has passed Ordinance No. O-[ ]-25 (the “**Ordinance**”) on November 6, 2025, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC), Series 2025, in the maximum principal amount of \$65,000,000 (the “**Bonds**”), for the purpose of acquiring real property and acquiring, purchasing, constructing, installing, furnishing and equipping an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements, fixtures, machinery, equipment, and all rights-of-way and appurtenances necessary and convenient therefor as hereinafter more fully described (the “**Project**”), and authorizing the Issuer to lease the Project to the Company;

**WHEREAS**, pursuant to the Base Lease Agreement dated as of December 1, 2025, between the Company and the Issuer (the “**Base Lease Agreement**”), the Issuer has leased the Project from the Company for the term stated therein;

**WHEREAS**, pursuant to the Ordinance, the Issuer is authorized to enter into a Trust Indenture of even date herewith (the “**Indenture**”), with Security Bank of Kansas City (the “**Trustee**”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease Agreement with the Company under which the Issuer will acquire, purchase, construct, improve, furnish, equip and remodel the Project and will lease the Project to the Company in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds;

**WHEREAS**, pursuant to the foregoing, the Issuer desires to lease the Project to the Company and the Company desires to lease the Project from the Issuer, for the rentals and upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company do hereby represent, covenant and agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1. Definitions of Words and Terms.** In addition to any words and terms defined elsewhere in this Lease Agreement and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease Agreement shall have the following meanings:

**“Additional Rent”** means the additional rental described in **Sections 5.2** and **6.2** of this Lease Agreement and, in addition, all payments required to be made to the Wyandotte County Treasurer in lieu of general ad valorem and personal property taxes pursuant to the Performance Agreement.

**“Affiliate”** means an entity owned or managed by or under common control of or by the Company or one or more of its principals.

**“Basic Rent”** means the rental described in **Section 5.1** of this Lease Agreement.

**“Event of Default”** means any Event of Default as described in **Section 12.1** of this Lease Agreement.

**“Leasehold Mortgage”** means any Leasehold Mortgage, Assignment of Rents and Leases and Security Agreement, relating to the Project and any other leasehold mortgage permitted pursuant to the provisions of **Section 10.4(b)** hereof, including any amendments or modifications to the same, which encumbers the interest of the Company granted pursuant to this Lease.

**“Lease Term”** means the period from the effective date of this Lease Agreement until the expiration thereof pursuant to **Section 3.2** of this Lease Agreement.

**“Mortgage”** means, collectively, any mortgage, assignment of rents and leases, UCC financing statements, or other security documents granted by the Company, or an Affiliate, on the Project to secure a loan to finance or refinance all or a portion of the Project, including amendments or modifications to the same.

**“Net Proceeds”** means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the Issuer and the Trustee) incurred in the collection of such gross proceeds.

**“Permitted Encumbrances”** means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, (c) the Base Lease Agreement and this Lease Agreement, (d) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the Issuer, (e) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer, (f) the Mortgage, (g) any subleases permitted by **Section 3.4** hereof, and (h) any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Owner of 100% of the principal amount of the Bonds.

**“Plans and Specifications”** means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file at the principal office of the Company and which shall be available for reasonable inspection by the Issuer, the Trustee and their duly appointed representatives.

**“Project Equipment”** means all items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit C** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor made pursuant to this Lease Agreement.

**“Project Improvements”** means all buildings, structures, improvements and fixtures located on or to be acquired, purchased, constructed, improved or remodeled on the Project Site pursuant to **Article IV** hereof, including all rights-of-way and appurtenances necessary and convenient therefor, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to this Lease Agreement.

**“Project Site”** means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

## **Section 1.2. Rules of Interpretation.**

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

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease Agreement shall not be treated as a part of this Lease Agreement or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by the Issuer.** The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipal corporation duly organized and validly existing under the laws of the State of Kansas. Under the provisions of the Act, the Issuer has lawful power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. By proper action of its governing body, the Issuer has been duly authorized to execute and deliver this Lease Agreement, acting by and through its duly authorized officers.

(b) The Issuer proposes to acquire a leasehold interest in the Project Site, subject to Permitted Encumbrances, and proposes to acquire, purchase, construct, improve, furnish, equip and remodel or cause to be acquired, purchased, constructed, improved, furnished, equipped and remodeled on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The Issuer proposes to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the Issuer has found and determined that the acquisition, purchase, construction, improving, furnishing, equipping and remodeling of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the Issuer proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the Issuer from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds.

(e) The Issuer will not mortgage the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative.

(f) The Issuer shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(g) The acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project and the leasing of the Project by the Issuer to the Company will further the public purposes of the Act.

(h) No member of the governing body of the Issuer or any other officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

**Section 2.2. Representations by the Company.** The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a duly organized and validly existing limited liability company organized under the laws of the State of Minnesota and duly qualified to do business in the State of Kansas.

(b) The Company has lawful power and authority to enter into this Lease Agreement and to carry out its obligations hereunder and by proper corporate action of its members, the Company has been duly authorized to execute and deliver this Lease Agreement.

(c) The execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease Agreement by the Company will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The Project will be in substantial compliance with all presently applicable building and zoning, health, environmental and safety ordinances and laws, and to the best of its knowledge, without independent investigation, the Project will comply with all other applicable laws, rules and regulations.

(e) The Project is located wholly within the corporate limits of the Issuer.

**Section 2.3. Survival of Representations.** All representations of the Issuer and the Company contained in this Lease Agreement or in any certificate or other instrument delivered by the Issuer and the Company pursuant to this Lease Agreement, the Indenture, or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

### ARTICLE III

#### GRANTING PROVISIONS

**Section 3.1. Granting of Leasehold Estate.** The Issuer hereby rents, leases and lets the Project to the Company, subject to Permitted Encumbrances, and the Company hereby rents, leases and hires the Project from the Issuer, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

**Section 3.2. Lease Term.** This Lease Agreement shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease Agreement, shall have an initial term commencing as of the date of this Lease Agreement and terminating on December 1, 2035.

**Section 3.3. Possession and Use of the Project.**

(a) The Issuer covenants and agrees that as long as neither the Issuer nor the Trustee has exercised any of the remedies set forth in **Section 12.2(c)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted

Encumbrances and the Issuer's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The Issuer covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act. The Company shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

**Section 3.4. Sublease by the Company.** The Company may rent and sublease all or portions of the Project for use by others in the normal course of its business without the consent of the Issuer. Any such subleases entered into after the effective date of this Lease Agreement shall be subject and subordinate in all respects to the provisions of this Lease Agreement. Nothing in this Lease Agreement shall allow the Issuer, its successors or assigns, to disturb the rights of a sublessee to use the Project under the terms and conditions as set forth in such sublessee's sublease with the Company.

**Section 3.5. Subordination to Lender.** The Issuer acknowledges and agrees that the Company may grant a Mortgage, Leasehold Mortgage, and/or other security on the Project to a lender (each, a "**Mortgagee**") at any time during the term of this Lease Agreement without the Issuer's consent. The Issuer agrees that in such case this Lease Agreement shall be subject to, and subordinate to, any such Mortgage or Leasehold Mortgage, and that the Mortgagee shall not be required to grant any rights of nondisturbance with respect to this Lease Agreement. Upon the request of the Company and at Company's sole cost and expense, the Issuer shall provide any additional reasonable documentation evidencing such subordination as required by the Mortgagee.

## ARTICLE IV

### PURCHASE, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT

#### **Section 4.1. Issuance of the Bonds.**

(a) In order to provide funds for the payment of the Project Costs, the Issuer agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Bonds in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall

be paid over to the Trustee for the account of the Issuer. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Issuer may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture for the purposes described therein.

(c) If the Company is not in default hereunder, the Issuer will, at the request of the Company, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Company; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company; provided further that the Company and the Issuer shall have entered into an amendment to this Lease Agreement to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due and the Issuer shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

**Section 4.2. Purchase, Construction, Renovation, Installation and Equipping of the Project.**

The Issuer and the Company agree that the Issuer will and the Company as the agent of the Issuer shall, but solely from the Project Fund except as otherwise provided herein, acquire, purchase, construct, improve, furnish, equip and remodel the Project as follows:

(a) Concurrently with the execution of this Lease Agreement, the Issuer will acquire a leasehold interest in the Project Site and any Project Improvements and Project Equipment located on the Project Site.

(b) The Company will, or prior to the date of this Lease has, on behalf of the Issuer, acquire(d), purchase(d), construct(ed), improve(d) and remodel(ed) the Project Improvements on the Project Site and otherwise improve(d) the Project Site in accordance with the Plans and Specifications. The Company may make minor changes in and to the construction contracts and the Plans and Specifications incorporated therein without the consent of the Issuer. The Company shall notify the Issuer in writing of major changes. Major changes shall be any change that has an estimated cost (increase or decrease) of \$250,000. The Company agrees that the aforesaid acquisition, purchase, construction, improvement and remodeling will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Company for its purposes, and that all real and personal property described therein is necessary in connection with the Project.

(c) The Company will, on behalf of the Issuer, purchase and install the Project Equipment in the Project Improvements or on the Project Site in accordance with the Plans and Specifications. The Issuer and the Company recognize that the Project Equipment is subject to change during the construction period and thereafter pursuant to the provisions of this Lease Agreement, and agree that the definitive list of the Project Equipment shall be the list maintained by the Trustee pursuant to **Section 10.8** of this Lease Agreement.

(d) The Company agrees that it will use its best efforts to cause the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such acquisition, purchase, construction, improvement, furnishing, equipping and remodeling commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose. The Company may seek reimbursement for all such funds advanced.

**Section 4.3. Project Costs.** The term Project Costs shall have the meaning set forth in the Indenture.

The Issuer hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The proceeds of the Bonds shall only be used to pay for Project Costs that are part of the Project.

**Section 4.4. Payment for Project Costs.** All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture. The Issuer hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit D**, signed by an Authorized Company Representative:

(a) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid (whose name and address shall be stated);

(b) describing in reasonable detail each item of Project Costs for which payment is being requested;

(c) stating that each item for which payment is requested is or was necessary and appropriate in connection with the purchase, acquisition, construction, improvement, furnishing, equipping or remodeling of the Project, has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of their knowledge there are no outstanding statements which are then due and payable for labor, wages, materials, supplies or services in connection with the purchase, acquisition, construction, improving, furnishing, equipping or remodeling of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project or any part thereof, or setting out (i) all disputed statements and the reason for such disputes, and (ii) all statements in process but not yet presented to the Trustee for payment.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. In addition, the Project Costs may be paid or deemed to be paid in such manner as provided by the Trustee upon receipt of any such certificate.

**Section 4.5. Establishment of Completion Date.** The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) that the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the Issuer agree to cooperate in causing such certificate to be furnished to the Trustee.

#### **Section 4.6. Surplus or Deficiency in Project Fund.**

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds, to the extent practical, pursuant to the appropriate written instructions of the Company, at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project lien free, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

### **ARTICLE V**

#### **RENT PROVISIONS**

**Section 5.1. Basic Rent.** The Company covenants and agrees to pay to the Trustee in same day funds for the account of the Issuer during this Lease Term, on or before 11:00 a.m., Trustee's local time, on each Interest Payment Date, as Basic Rent for the Project Site, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Interest Payment Date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease Agreement and the Indenture. In the event the Company is the sole Bondowner, then the Company may set off its obligation to the Issuer as lessee under this Lease Agreement against the Issuer's obligations to the Company as Bondowner under the Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set off has occurred. Subject to the other provisions of this Lease Agreement and the Indenture, at any time that the Company is the sole Bondowner, the Company may, at its option, make payments of Basic Rent, including prepayment of Basic Rent: (i) by tendering a portion of the principal amount of the Bonds equal to such principal payment thereon to the Trustee for cancellation, or (ii) via transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner or the Trustee.

**Section 5.2. Additional Rent.** The Company shall pay as Additional Rent the following amounts:

(a) all reasonable fees, charges and expenses, including, without limitation, agent and counsel fees and expenses, of the Trustee and the Paying Agent incurred under the Indenture, the Lease Agreement or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, costs, charges and expenses reasonably incurred in connection with the enforcement of any rights against the Company or the Project under this Lease Agreement or the Indenture by the Issuer, the Trustee or the Bondowners, except for such expenses as may be incurred solely as a result of the negligence or wrongful misconduct of the Issuer, the Trustee or both;

(d) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder and in connection with the performance of its obligations under this Lease Agreement, the Indenture, or the Performance Agreement;

(e) all amounts payable under the Performance Agreement;

(f) all annual fees of the Issuer or the Kansas Board of Tax Appeals; and

(g) all other payments of whatever nature which the Company has agreed to pay or assume under the provisions of this Lease Agreement, the Indenture or any other document entered into in connection with the Bonds.

### **Section 5.3. Obligations of Company Absolute and Unconditional.**

(a) The obligations of the Company under this Lease Agreement to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the Issuer's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Kansas or any political subdivision thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer, and regardless of the invalidity of any portion of this Lease Agreement.

(b) Nothing in this Lease Agreement shall be construed to release the Issuer from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the Issuer under this Lease Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease Agreement that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease Agreement (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners. The Company may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to

cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding if the Company shall so request.

**Section 5.4. Prepayment of Basic Rent.** The Company may at any time prepay all or any part of the Basic Rent provided for hereunder. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease Agreement.

**Section 5.5. Redemption of Bonds.** The Issuer and the Trustee, at the written direction of the Company, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes or Bonds have been submitted in satisfaction thereof, shall (a) if the same are then redeemable under the provision of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then Outstanding Bonds as may be specified by the Company, on such redemption date as may be specified by the Company or (b) cause such moneys in the Bond Fund or such part thereof as the Company shall direct, to be applied by the Trustee, to the extent practical, pursuant to the appropriate written instructions of the Company, for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction.

## ARTICLE VI

### MAINTENANCE, TAXES AND UTILITIES

**Section 6.1. Maintenance and Repairs.** Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof.

**Section 6.2. Taxes, Assessments and Other Governmental Charges.**

(a) The Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom or Basic Rent and other amounts payable under this Lease Agreement, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the Issuer's leasehold interest in the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the Issuer's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to

bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the Issuer and the Trustee written notice of its intention so to do, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The Issuer agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall hold the Issuer and the Trustee whole and harmless from any reasonable costs and expenses the Issuer may incur related to any of the above.

**Section 6.3. Utilities.** All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

**Section 6.4. Kansas Retailers' Sales Tax.** The parties have entered into this Lease Agreement in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with acquisition, purchase, construction, improving, furnishing, equipping or remodeling of the Project are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Company's assistance, promptly obtain from the State and furnish to the contractors and suppliers an exemption certificate for the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of the Project. The Company covenants that said exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project.

**Section 6.5. Ad Valorem Taxes.** Notwithstanding any provisions herein to the contrary, the Issuer and the Company acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property purchased, acquired, constructed, reconstructed, improved, equipped, furnished, repaired, enlarged or remodeled with the proceeds of the Bonds shall be entitled to exemption from general ad valorem taxes (other than special assessments levied on account of special benefits and taxes that may not be abated by the Issuer under Kansas law) on real and personal property, other than inventory for a period of ten (10) calendar years after the calendar year in which the Bonds are issued, provided proper application is made therefor. The Issuer covenants that it will not voluntarily take any action which may be reasonably construed as tending to cause or induce the levy or assessment of such ad valorem taxes on the Project so long as any of the Bonds are Outstanding and unpaid or for said ten (10) year period, whichever shall be the shorter time, and at the Company's request, fully cooperate with the Company in all reasonable ways to prevent any such levy or assessment. The Issuer shall prepare for execution by the Company and the Company shall timely file the Application for Exemption to effect the property tax abatement described in K.S.A. 79-201a and the Issuer agrees to fully cooperate with the Company in connection with such Application for Exemption. The Company agrees to pay any such levies or assessments that are lawful on the Project.

**Section 6.6. Payment in Lieu of Taxes.** The Company agrees that, during each year the Project is exempt from ad valorem taxes by reason thereof, the Company will make a payment in lieu of taxes to the Issuer in the amounts and at the times set forth in the Performance Agreement providing for payments in lieu of such ad valorem taxes.

## ARTICLE VII

### INSURANCE AND INDEMNIFICATION

#### **Section 7.1. Insurance.**

The Company shall maintain, or cause to be maintained at its sole cost and expense, insurance with respect to its property, the operation thereof and its business against such casualties, contingencies and risks (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in amounts not less than is customary and adequate in the case of organizations engaged in the same or similar activities and similarly situated and as is adequate to protect its property and operations. The amount and deductible provisions for the general liability insurance shall be subject to approval by the Issuer. The Company shall annually review the insurance it maintains pursuant hereto as to whether such insurance is customary and adequate. The Company's property insurance policy with respect to the Project shall name the Issuer as an additional insured, and shall name the Trustee as a loss payee thereunder. The Company's general liability policy shall name each of the Issuer and the Trustee as an additional insured.

All such insurance shall be maintained with responsible insurance carriers. Each policy or other contract for such insurance under which the Issuer or Trustee is named an additional insured or loss payee shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least ten (10) days after written notice of cancellation to the Company, the Trustee, and the Issuer.

The Company shall deposit with the Trustee and Issuer, at the closing of the Bonds, and annually on December 1 a certificate or certificates of the respective insurers stating that such insurance is in force and effect. In lieu of separate policies, the Company may maintain a single policy, blanket or umbrella policies, or a combination thereof, in which event the Company shall deposit with the Bond Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the property of the Company.

## ARTICLE VIII

### ALTERATION OF THE PROJECT

**Section 8.1. Additions, Modifications and Improvements of the Project.** The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of Project Equipment under **Section 8.2** hereof shall remain the property of the Company and may be removed by the Company.

**Section 8.2. Removal of Project Equipment.** The Company shall cause the Project and all of its property used or useful in the conduct of its business and operations to be maintained, preserved and kept in good repair and working order and condition and in as safe condition as its operations will permit and will

make all repairs, renewals, replacements and improvements thereof necessary for the efficient and advantageous conduct of its business and operations. Nothing in this Section shall obligate the Company to preserve, repair, renew or replace any element or unit of the Project or any of its property no longer used or no longer useful in the conduct of its business, or prevent the Company from discontinuing the operation of any element or unit of the Project or any of its property or from removing or demolishing any building or buildings, if in its judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its governing board) such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the Bonds. The Company may make additions, alterations and changes to the Project or its property so long as such additions, alterations and changes are made in compliance with the provisions of this Lease Agreement and will not result in a violation of the provisions of this Lease Agreement, and the Company may dispose of any property as permitted by this Lease Agreement.

**Section 8.3. Additional Improvements on the Project Site.** The Company shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company pursuant to the authority of this Section shall, during the life of this Lease Agreement, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good and workmanlike manner, or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

**Section 8.4. Permits and Authorizations.** The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The Issuer agrees not to charge the Company any fees for any such permits or authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

**Section 8.5. Mechanics' Liens.**

(a) Neither the Issuer nor the Company shall do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the Issuer shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company shall have the right to contest any such mechanics' or other similar lien if within said 90-day period stated above it notifies the Issuer and the Trustee

in writing of its intention so to do, and provided the Company diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Company shall hold the Issuer and the Trustee whole and harmless from any loss, costs or expenses the Issuer may incur related to any such contest. The Issuer shall cooperate fully with the Company in any such contest.

**Section 8.6. Option to Purchase Unimproved Portions of the Project Site.** The Issuer hereby grants to the Company the right at any time and from time to time to purchase any unimproved portion or portions of the Project Site. For the purposes of this Section “unimproved” shall mean real property upon which no improvements are located, excluding improvements relating to streets, sidewalks, bridges, stormwater, grading, utility or other similar improvements. As conditions to such purchase the Issuer and the Trustee shall receive from the Company at least 30 days prior to the proposed date for completing the purchase the following (1) a written certificate from the Company to the effect (i) that the Company desires to purchase an unimproved portion of the Project Site, (ii) the proposed date for completing the purchase, and (iii) that the Company is not in default under any of the provisions of this Lease Agreement or the Indenture, (2) providing the Issuer and the Trustee with an adequate legal description of that portion (together with the interest in such portion) of the property to be purchased and a copy of a title commitment with respect to such property, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (i) the unimproved portion of the Project Site is unimproved within the definition contained in this Section (ii) the unimproved portion of the Project Site so proposed to be purchased is not needed for the operation of the Project, and (iii) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Project Site shall be determined by the Owners of all of the Bonds and shall be received in writing by the Issuer and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the Issuer executes and delivers a release from the Base Lease Agreement and this Lease Agreement of the property which is to be purchased to the Company. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than \$1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302(a)** of the Indenture. If such amount is \$1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the Issuer’s receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, any duly authorized officers of the Issuer shall execute the necessary documents to release such property from the Base Lease Agreement and Lease Agreement.

Upon any purchase of portions of the Project Site pursuant to this Section, the portions of the Project Site so purchased shall no longer be entitled to the benefits of the Performance Agreement.

## ARTICLE IX

### DAMAGE, DESTRUCTION AND CONDEMNATION

In the event of damage to or destruction of the Project, or any portion thereof, resulting from fire or other casualty, or in the event the Project, or any portion thereof, is condemned or taken for any public

or quasi-public use or title thereto is found to be deficient, the Net Proceeds of such insurance, condemnation, or taking shall be paid directly to the Company.

The Company shall promptly notify the Issuer in writing as to the nature and extent of such damage, loss or condemnation and whether it is practicable or desirable to rebuild, repair, restore or replace such damage or loss or acquire or construct substitute improvements. If the Company shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, to the extent permitted by law, the Company will forthwith replace, repair, reconstruct or restore the Project to substantially the same or an improved condition or utility value as existed prior to the event affecting the Project and will to the extent necessary apply the Net Proceeds received by the Company to the payment or reimbursement of the costs of such replacement, repair, reconstruction or restoration. Any remaining balance not required for said purpose shall be retained by the Company. If the Company shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds received with respect to any such damage, loss or condemnation to the Project shall be paid or applied as required by the holder of the Mortgage, if any. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this Article.

## ARTICLE X

### SPECIAL COVENANTS

**Section 10.1. No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification.** The Issuer makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the Issuer from, agrees that the Issuer shall not be liable for and agrees to hold the Issuer harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof; unless such loss is the result of the Issuer's gross negligence or willful misconduct.

**Section 10.2. Surrender of Possession.** Upon accrual of the Issuer's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease Agreement for any reason other than the Company's purchase of the Project pursuant to **Article XI** hereof, the Company shall peacefully surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Company shall have the right within 90 days (or such later date as the Issuer may agree to) after the termination of this Lease Agreement to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the Issuer.

**Section 10.3. Issuer's Right of Access to the Project.** In addition to the inspection rights of the Issuer pursuant to the Performance Agreement, the Company agrees that the Issuer and the Trustee and their duly authorized agents shall have the right to enter upon the Project Site after delivering advance written notice to the Company (a) as may be reasonably necessary to cause to be completed the acquisition, purchase, construction, improving, equipping or remodeling provided for in **Section 4.2** hereof, (b) to perform such work in and about the Project made necessary by reason of the Company's default beyond all applicable notice

and cure periods under any of the provisions of this Lease Agreement, (c) to inspect the Project for compliance with the Issuer's building, fire and zoning codes, and (d) following an Event of Default, to exhibit the Project to prospective purchasers, lessees or trustees. In exercising its rights hereunder, the Issuer shall use reasonable efforts to avoid unreasonable interference with the operations of the Project. Except in the case of emergency, prior to any such access such representatives of the Issuer will check in with the on-site manager. Such representatives of the Issuer shall carry proper identification, shall use reasonable efforts to ensure their own safety, and shall not interfere with any construction activity.

#### **Section 10.4. Granting of Easements; Leasehold Mortgages**

(a) If no Event of Default under this Lease Agreement shall have happened and be continuing, the Company may at any time or times (1) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (2) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (3) incur Permitted Encumbrances. The Issuer agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer and the Trustee of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will not materially adversely affect the security intended to be given by or under the Indenture. If the instrument of grant shall provide that any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Trustee under this Lease Agreement and the Indenture and shall not be affected by any termination of this Lease Agreement or default on the part of the Company hereunder then such easement shall not have any effect whatsoever without the written consent of the Issuer. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, in the event of the termination of this Lease Agreement or during the continuation of an Event of Default, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease Agreement without the Issuer's consent, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such leasehold mortgage, and the note or other obligation secured thereby, is delivered to the Issuer and the Trustee within thirty (30) days after the execution thereof.

(c) Notwithstanding anything contained to the contrary in this Lease Agreement, (a) the Company shall have the right to assign this Lease Agreement and any subleases to any Mortgagee or to the designee or nominee of such Mortgagee, without the consent of the Issuer, and (b) if the Mortgagee or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of such Mortgage or Leasehold Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, the Mortgagee or its designee or nominee shall have the further right to further assign this Lease Agreement and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the Issuer and such assignee shall enjoy all rights, powers and privileges granted herein to Mortgagees.

(d) If (1) the Company shall execute and deliver a Leasehold Mortgage, and (2) the provisions and conditions of subsection (b) above shall have been fully complied with and observed with respect to such Leasehold Mortgage, and (3) the Company or the mortgagee under such Leasehold Mortgage shall have notified the Issuer in writing of the making thereof and of the name and address of such Leasehold Mortgagee; then:

(i) this Lease Agreement may not be modified, amended, canceled or surrendered by agreement between the Issuer and the Company, without the prior written consent of such leasehold mortgagee;

(ii) there shall be no merger of this Lease Agreement or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease Agreement or said leasehold estate and said fee title shall be owned by the same person or persons, without the prior written consent of such leasehold mortgagee;

(iii) the Issuer shall serve upon each such leasehold mortgagee a copy of each notice of default and each notice of termination given to the Company under this Lease Agreement, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each leasehold mortgagee;

(iv) each leasehold mortgagee shall have the same period of time after the service of such notice upon it within which the Company may remedy or cause to be remedied the default which is the basis of the notice plus twenty (20) days; and the Issuer shall accept performance by such leasehold mortgagee as timely performance by the Company;

(v) such leasehold mortgagee shall not be required to continue possession or continue foreclosure proceedings under paragraph (vii) of this subsection if the particular default has been cured;

(vi) the Issuer may exercise any of its rights or remedies with respect to any other default by the Company occurring during the period of such forbearance provided for under said paragraph (vii), subject to the rights of the leasehold mortgagee under this Section as to such other defaults;

(vii) in case of default by the Company under this Lease Agreement, other than a default in the payment of money, the Issuer shall take no action to effect a termination of this Lease Agreement by service of a notice or otherwise, without first giving to such leasehold mortgagee a reasonable time within which either to obtain possession of the Project and to remedy such default in the case of a default which is susceptible of being cured when such leasehold mortgagee has obtained possession of the Project, or to institute and with reasonable diligence to complete foreclosure proceedings or otherwise acquire the Company's leasehold estate under this Lease Agreement in the case of a default which is not so susceptible of being remedied by such leasehold mortgagee, provided that the leasehold mortgagee shall deliver to the Issuer within thirty (30) days after the expiration of the grace period applicable to the particular default, an instrument unconditionally agreeing to remedy such default other than a default not susceptible of being remedied by such leasehold mortgagee. The Issuer's right to terminate this Lease Agreement by reason of a default which is not susceptible of being remedied by such leasehold mortgagee shall end with respect to such default when the leasehold mortgagee obtains possession of the Project as aforesaid, which possession shall be deemed to include possession by a receiver;

(viii) if this Lease Agreement shall terminate prior to the expiration of the Lease Term, the Issuer shall enter into a new lease for the Project with any such leasehold mortgagee, or its designee or nominee, for the remainder of the term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the Issuer, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the Issuer under the Lease Agreement on behalf of the Company, on condition that:

(A) such leasehold mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, such leasehold mortgagee shall cure all defaults of the Company under the Lease Agreement (susceptible of being cured by such leasehold mortgagee) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease Agreement but for such termination, and shall pay or cause to be paid to the Issuer on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the Issuer or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(ix) if such leasehold mortgagee or its designee or nominee shall become the owner of this Lease Agreement either following foreclosure of such leasehold mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and such leasehold mortgagee or its designee or nominee shall have assigned this Lease Agreement, such leasehold mortgagee or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

If more than one leasehold mortgagee shall request such new lease, such new lease shall be made with and delivered to the leasehold mortgagee (or its nominee or designee) whose mortgage is prior in lien to those of any others. The opinion of a reputable title insurance company, licensed to insure title to real property in the State of Kansas, setting forth the order of priority of such mortgage liens, may be relied on by the Issuer and the Trustee as conclusive evidence of such priority.

**Section 10.5. Indemnification of Issuer and Trustee.** The Company shall indemnify and save the Issuer and the Trustee harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the Lease Term, and against and from all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused by the Company, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease Agreement, (c) any contract entered into in by the Company or its sublessee, if any, in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the Issuer or the Trustee if (i) such claim is the result of work being performed at the Project by employees of the

Issuer, or (ii) such claim is the result of the Issuer's negligence or willful misconduct. The Company shall indemnify and save the Issuer and the Trustee harmless from and against all costs and expenses, including, without limitation, reasonable attorney's fees and expenses, (except those which have arisen from the willful misconduct or negligence of the Issuer or the Trustee) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (e), and upon notice from the Issuer or the Trustee, the Company shall defend them or either of them in any such action or proceeding.

The Company agrees to indemnify and reimburse the Issuer and the Trustee, and their respective members, directors, officers, employees, agents, attorneys, successors and assigns for any liability, loss, damage, expense or cost, including, without limitation, reasonable attorney's fees and expenses, arising out of or incurred by the Issuer or the Trustee or their respective members, directors, officers, employees, agents, attorneys, successors and assigns, which is the result of any liability, loss, damage, expense or cost sustained as a result of any failure to comply any law, statute, ordinance, rule, code, order or regulation, whether federal, state or local, relating to environmental protection, environmental contamination and the cleanup thereof, asbestos, underground storage tanks and other environmental matters ("**Environmental Laws**") or of there being located in, on or about the Project Site or the Project any hazardous, dangerous, or toxic pollutants, wastes or chemicals, together with reasonable attorney's fees and expenses incurred in connection with the defense of any action against the Issuer or the Trustee arising out of the above. The Company represents and warrants to the Issuer and the Trustee that the Project Site and the Project and their respective prior and existing uses have at all times complied with and will comply with all Environmental Laws. The Company shall promptly and diligently take or cause to be taken all actions necessary to cure any noncompliance with any Environmental Law and shall be solely responsible for any violation by it, its employees or agents of any Environmental Laws, and the Company further agrees that it will take all necessary action to clean-up, eliminate or contain any environmental contamination, including contamination caused by any previous owner of the Project or the Project Site, and will pay in full all costs and expenses associated with such action.

**Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits.** The Issuer agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the Issuer will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

**Section 10.7. Company to Maintain its Corporate Existence.** The Company agrees that until (i) the Bonds are paid or payment is provided for in accordance with the terms of the Indenture or (ii) the Company assigns, transfers, encumbers or disposes of this Lease Agreement or any interest therein or part thereof, the Company will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section and without obtaining Issuer consent, consolidate with or merge into another domestic entity (i.e., an entity incorporated or organized and existing under the laws of one of the states of the United States) or permit one or more other domestic entities to consolidate with or merge into it, or may sell or otherwise transfer to another domestic entity all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee entity expressly assumes in writing all the obligations of the Company contained in this Lease Agreement and the Performance Agreement.

**Section 10.8. Security Interests.** At the written request of the Owner of the Bonds, the Issuer and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the Issuer and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee shall file, at the expense of the Company, all instruments the Owner of the Bonds shall deem necessary to be

filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The Issuer and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens. The Trustee shall, at the expense of the Company, maintain a file showing a description of all Project Equipment, if any, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

## ARTICLE XI

### OPTION AND OBLIGATION TO PURCHASE THE PROJECT

**Section 11.1. Option to Purchase the Project.** The Company shall have, and is hereby granted, the option to purchase the Project at any time, prior to the expiration of the Lease Term upon payment in full of all Bonds then Outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the Issuer and to the Trustee, if any, of the Bonds as shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 180 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to the Issuer's costs, expenses, including reasonable attorney's fees, related to conveying the Project to the Company; plus
- (d) the sum of \$100.

**Section 11.2. Conveyance of the Project.** At the closing of the purchase of the Project pursuant to this Article, the Issuer will upon receipt of the purchase price deliver to the Company the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture.
- (b) Documents terminating the Base Lease Agreement and Lease Agreement.

The Authorized Issuer Representative is authorized to execute any and all documents necessary under this Section without any further action from the governing body of the Issuer.

**Section 11.3. Relative Position of Option and Indenture.** The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease Agreement.

**Section 11.4. Obligation to Purchase the Project.** The Company hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project for the sum of \$100 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof and all other fees, charges and expenses having been made in accordance with the provisions of the Indenture, this Lease Agreement and all other documents entered into with respect to the Bonds.

## ARTICLE XII

### DEFAULTS AND REMEDIES

**Section 12.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” or “default” under this Lease Agreement:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent for a period of ten (10) ~~days~~Business Days following written notice to the Company by the Issuer or the Trustee; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease Agreement on the Company’s part to be observed or performed, and such default shall continue for 60 days after the Issuer or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required by the Company to cure such default; provided that (1) the Company has commenced such cure within said 60-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company shall: (1) admit in writing its inability to pay its debts as they become due; or (2) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) be subject to any proceeding, or suffer the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (7) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or

is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The Company shall vacate or abandon the Project, or shall have been ejected from the Project or any portion thereof by reason of a defect in title to the Project, and the same shall remain uncared for and unoccupied for a period of 60 days; or

(e) The occurrence and continuance of an “Event of Default” by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

**Section 12.2. Remedies on Default.** If any Event of Default referred to in **Section 12.1** hereof shall have occurred and be continuing, then the Issuer may at the Issuer’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease Agreement in the Indenture), then or at any time thereafter, and while such Event of Default shall continue, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease Agreement to become due and payable, as provided in the Indenture;

(b) give the Company written notice of intention to terminate this Lease Agreement on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Company’s rights to possession of the Project shall cease and this Lease Agreement shall thereupon be terminated, and the Issuer may re-enter and take possession of the Project; or

(c) without terminating this Lease Agreement, re-enter the Project to take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Project without terminating this Lease Agreement, the Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as the Issuer may deem advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project by the Issuer shall be construed as an election on the Issuer’s part to terminate this Lease Agreement, and no such re-entry or taking of possession by the Issuer shall relieve the Company of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or any of its other obligations under this Lease Agreement, all of which shall survive such re-entry or taking of possession, and the Company shall continue to pay the Basic Rent and Additional Rent provided for in this Lease Agreement until the end of this Lease Term, whether or not the Project shall have been relet, less the net revenues, if any, of any reletting of the Project after deducting all of the Issuer’s reasonable expenses in or in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting. Said net revenues of any reletting shall be deposited in the Bond Fund. Having elected to re-enter or take possession of the Project without terminating this Lease Agreement, the Issuer may (subject, however, to any restrictions against termination of this Lease Agreement in the Indenture), by notice to the Company given at any time thereafter following an Event of Default, elect to terminate this Lease Agreement on a date to be specified in such notice, which date shall be not earlier than 30 days after re-entry under (b) above, and if all defaults shall not have then been cured, on the date so specified this Lease Agreement shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer may enter and expel the Company and those claiming through or under the Company and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any

remedies for arrears of rent or preceding breach of covenant. The Issuer may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Lease Agreement.

**Section 12.3. Survival of Obligations.** The Company covenants and agrees with the Issuer and Bondowners that its obligations under this Lease Agreement shall survive the cancellation and termination of this Lease Agreement, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease Agreement, all at the time or times provided in this Lease Agreement; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Company's obligation under this Lease Agreement shall thereupon cease and terminate in full.

**Section 12.4. Limitation of Liability and Indemnity.** Notwithstanding anything contained to the contrary in this Lease Agreement, it is agreed that the Issuer will look only to the Company's interest in and to the Project and any sublease with respect thereto for the collection of any judgment (or other judicial process) requiring the payment of money by the Company in the event of a breach or default under this Lease Agreement by the Company, and no other property or assets of the Company or its partners or principals, members, directors, officers, employees, agents, attorneys, successors and assigns, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any such judgment (or other judicial process).

**Section 12.5. Performance of the Company's Obligations by the Issuer.** If the Company shall fail to keep or perform any of its obligations as provided in this Lease Agreement in the making of any payment or performance of any obligation, then the Issuer, or the Trustee in the Issuer's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the Issuer or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the Issuer or the Trustee and all necessary incidental reasonable costs and expenses (including, without limitation, interest at the Trustee's prime rate plus 2% and reasonable attorney's fees and expenses) incurred by the Issuer or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the Issuer or the Trustee on demand, and if not so paid by the Company, the Issuer or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

**Section 12.6. Rights and Remedies Cumulative.** The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

**Section 12.7. Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Issuer or the Trustee may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Issuer's right to exercise any

of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Issuer or the Trustee.

**Section 12.8. Notice of Defaults Under Section 12.1; Opportunity of Company to Cure Defaults.**

(a) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(c)** through **(e)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company and the Company shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected.

(b) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(b)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given (i) at any time the Company is the Owner of 100% in aggregate principal amount of all Bonds Outstanding, by the Issuer or Trustee, and (ii) at any time the Company is not the Owner of 100% in aggregate principal amount of all Bonds Outstanding, to the Company and the Company shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected.

(c) With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

**Section 12.9. Trustee's Exercise of the Issuer's Remedies.** Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article, upon notice as required of the Issuer unless the Issuer has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

## ARTICLE XIII

### ASSIGNMENT AND SUBLEASE

**Section 13.1. Assignment; Sublease.**

(a) The Company shall have the right to assign, transfer, encumber or dispose of this Lease Agreement or any interest therein or part thereof, with the written consent of the governing body of the Issuer, for any lawful purpose under the Act; provided, however, the prior written consent of the governing body of the Issuer shall not be required if (i) such assignee is an affiliate (an entity that the Company controls, is

controlled by, or is under common control with or by the Company or one or more of its principals) of the Company or (ii) for a collateral assignment to the holder of a Mortgage or a Leasehold Mortgage, and as further provided in Section 10.4(c). Notwithstanding any other provision of this Section or other provision in this Lease Agreement, the sole requirement of the Company with respect to an assignment to such an affiliate or such collateral assignment is to provide notice of such event within sixty (60) days thereafter to the Issuer. With respect to any other assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease Agreement and an assumption of all obligations of the Company under the Base Lease Agreement and this Lease Agreement;

(3) A duplicate original of such assignment shall be delivered to the Issuer and the Trustee within ten (10) daysBusiness Days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease Agreement on the part of the Company to be performed and observed;

(4) At the time of any such assignment there shall be: (i) no material damage or destruction to the Project which has not been repaired, restored and replaced in accordance with the provisions of this Lease Agreement, unless any funds then held by the Company for the purposes of such repair, restoration and replacement are simultaneously transferred to the assignee and (ii) no unpaid taxes, assessments and similar charges under **Section 6.2** hereof and unpaid Tax Payments under the Performance Agreement.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment, provided that such assignment shall not relieve the assignor of its obligations pursuant to **Section 10.5**. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this subsection (a) shall not be unreasonably withheld or delayed.

(b) The Company shall have the right, without the written consent of the Issuer but with notice to the Issuer and Trustee, to sublet all of the Project to a single entity for any lawful purpose under the Act. The Company shall have the right, without the consent of the Issuer, to sublet any part of the Project to more than one entity in the ordinary course of its business for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Company from its primary liability for the payment of the Basic Rent and Additional Rent hereunder and the performance of each and all of the covenants and agreements herein contained, and its duties and obligations under this Lease Agreement shall continue as if no such sublease had been made. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the Issuer's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

If for any reason this Lease Agreement and the leasehold estate of the Company hereunder is terminated by the Issuer by summary proceedings or otherwise in accordance with the terms of this Lease Agreement, the Issuer covenants and agrees that such termination of this Lease Agreement shall not result in

a termination of any sublease affecting the Project or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the Issuer hereunder and the sublessee thereunder, with the same force and effect as if the Issuer hereunder had originally entered into such sublease as landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by the Issuer under this Lease Agreement to recover possession of the Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same. The Issuer shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing in a form reasonably satisfactory to the Company.

Any consent of the Issuer required by this subsection (b) shall not be unreasonably withheld, conditioned or delayed.

**Section 13.2. Assignment of Revenues by Issuer.** The Issuer shall assign and pledge any rents, revenues and receipts receivable under this Lease Agreement, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

**Section 13.3. Assignment by Issuer.** The Issuer may assign its interest in and pledge any moneys receivable under this Lease Agreement to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

**Section 13.4. Restrictions on Sale or Encumbrance of Project by Issuer.** During this Lease Term, the Issuer agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

## ARTICLE XIV

### AMENDMENTS, CHANGES AND MODIFICATIONS

**Section 14.1. Amendments, Changes and Modifications.** Except as otherwise provided in this Lease Agreement or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

**Section 15.1. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the Trustee, the Company or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

**Section 15.2. Issuer Shall Not Unreasonably Withhold Consents and Approvals.** Wherever in this Lease Agreement it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Issuer shall not unreasonably, arbitrarily or unnecessarily

withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

**Section 15.3. Net Lease.** The parties hereto agree (a) that this Lease Agreement shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the Issuer and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, and (c) that if after the principal of and interest on the Bonds and all fees, expenses and costs incident to the payment of the Bonds have been paid in full the Trustee or the Issuer holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease Agreement, and except as otherwise provided in this Lease Agreement and the Indenture, become the absolute property of and be paid over forthwith to the Company.

**Section 15.4. No Pecuniary Liability.** No provision, covenant or agreement contained in this Lease Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon the general credit or taxing powers of the Issuer or the State of Kansas. Such limitation shall not apply to any liability or charge directly resulting from the Issuer's breach of any provision, covenant or agreement contained herein.

**Section 15.5. Governing Law.** This Lease Agreement shall be construed in accordance with and governed by the laws of Kansas.

**Section 15.6. Binding Effect.** This Lease Agreement shall be binding upon and shall inure to the benefit of the Issuer and the Company and their respective successors and assigns.

**Section 15.7. Severability.** If for any reason any provision of this Lease Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

**Section 15.8. Execution in Counterparts.** This Lease Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 15.9. Electronic Storage.** The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15.10. Satisfaction of Company's Obligations.** Any obligation of the Company under this Lease Agreement, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance pursuant to **Article VII**, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS**

By: \_\_\_\_\_  
Tyrone Garner, Mayor/CEO

(Seal)

ATTEST:

By: \_\_\_\_\_  
Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of Chief Counsel

**MARVIN LUMBER AND CEDAR COMPANY, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Joseph Sedgwick  
Title: Chief Financial Officer

**EXHIBIT A**

**PROJECT SITE**

Lot 1, I-435 Logistics Park, First Plat, a subdivision in Kansas City, Wyandotte County, Kansas.

## **EXHIBIT B**

### **PROJECT IMPROVEMENTS**

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, furnishing, equipping or remodeling of the Project Site pursuant to **Article IV** hereof, including all rights-of-way and appurtenances necessary and convenient therefor, and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease Agreement.

## **EXHIBIT C**

### **PROJECT EQUIPMENT**

All items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site, or for use in connection with the Company's business, pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds and all replacements thereof and substitutions therefor made pursuant to this Lease Agreement.

**EXHIBIT D**

**[FORM OF REQUISITION CERTIFICATE]**

Requisition No. \_\_\_\_\_

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

**REQUISITION CERTIFICATE**

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF DECEMBER 1, 2025, BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF DECEMBER 1, 2025, BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND MARVIN LUMBER AND CEDAR COMPANY, LLC

The undersigned hereby requests that a total of \$ \_\_\_\_\_ be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of my knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of said buildings and improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

[The remainder of this page intentionally left blank.]

**MARVIN LUMBER AND CEDAR COMPANY, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Joseph Sedgwick  
Title: Chief Financial Officer

**SCHEDULE 1 TO REQUISITION CERTIFICATE**

<u>Amount</u>	<u>Payee and Address</u>	<u>Description</u>
\$ _____		

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**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

**AND**

**SECURITY BANK OF KANSAS CITY  
As Trustee**

---

**TRUST INDENTURE**

**Dated as of December 1, 2025**

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**Relating to:**

**\$65,000,000  
(Aggregate Maximum Principal Amount)  
Unified Government of Wyandotte County/Kansas City, Kansas  
Taxable Industrial Revenue Bonds  
(Marvin Lumber and Cedar Company, LLC Project)  
Series 2025**

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**TRUST INDENTURE**

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## TRUST INDENTURE

**THIS TRUST INDENTURE** dated as of December 1, 2025 (the **“Indenture”**), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the **“Issuer”**), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth, with its principal corporate trust office located in the city of Kansas City, Kansas, as Trustee (the **“Trustee”**);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the **“Act”**), to purchase, acquire, construct, improve, equip and remodel certain facilities within its jurisdiction for commercial purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds;

**WHEREAS**, pursuant to the Act, the governing body of the Issuer adopted Resolution No. R-16-23 on March 30, 2023 (the **“Resolution”**), expressing the intent of the Issuer to issue its industrial revenue bonds in an amount not to exceed \$90,000,000 for Infinity Windows, LLC, a Minnesota limited liability company, predecessor in interest to Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company, or its successors and assigns (the **“Company”**);

**WHEREAS**, pursuant to the Act, the governing body of the Issuer has passed Ordinance No. O-[ ]-25 (the **“Ordinance”**) on November 6, 2025, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025, in the maximum principal amount of \$65,000,000 (the **“Bonds”**), for the purpose of acquiring real property and acquiring, constructing, installing, furnishing and equipping an approximately 400,000 square foot manufacturing facility, and all related improvements, including land, buildings, structures, improvements, fixtures, machinery, equipment and all rights-of-way and appurtenances necessary and convenient therefor as hereinafter more fully described (the **“Project”**), and authorizing the Issuer to lease the Project to the Company;

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement of even date herewith (the **“Base Lease Agreement”**) between the Company and the Issuer;

**WHEREAS**, the Issuer will lease the Project to the Company pursuant to the Lease Agreement of even date herewith (the **“Lease Agreement”**) between the Issuer and the Company; and

**WHEREAS**, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the Issuer, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever (subject to the proviso set forth in the following paragraph), the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the “**Trust Estate**”), to-wit:

(a) All right, title and interest of the Issuer in, to and under the Base Lease Agreement and the Project together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining;

(b) All right, title and interest of the Issuer in, to and under the Lease Agreement, and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all rentals and other amounts to be received by the Issuer and paid by the Company under and pursuant to and subject to the provisions of the Lease Agreement; and

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

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

**IN TRUST NEVERTHELESS**, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

**PROVIDED, HOWEVER**, that if the Issuer shall well and truly pay, or cause to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in **Article XIII** hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to

the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds or coupons, as follows:

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined in **Section 1.1** of the Lease Agreement, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“**Act**” means K.S.A. 12-1740 to 12-1749d, inclusive, as amended.

“**Additional Bonds**” means any Bonds issued pursuant to **Section 209** of this Indenture.

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

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

“**Base Lease Agreement**” means the Base Lease Agreement dated as of December 1, 2025 between the Company, as lessor and, the Issuer, as lessee, and as from time to time amended and supplemented in accordance with the Base Lease Agreement.

“**Bond**” or “**Bonds**” means the Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025, in the maximum principal amount of \$65,000,000, issued pursuant to **Section 208** of this Indenture and Additional Bonds, authenticated and delivered under and pursuant to this Indenture.

“**Bond Fund**” means “Unified Government of Wyandotte County/Kansas City, Kansas, Taxable Industrial Revenue Bond Fund –Marvin Lumber and Cedar Company, LLC Project, Series 2025” created in **Section 601** of this Indenture.

“**Bondowner**” or “**Registered Owner**” means the registered owner of any Bond, as recorded in the books maintained by the Trustee for registration and transfer of the Bonds.

“**Bond Purchase Agreement**” means the agreement by that name with respect to the Bonds by and between the Issuer and the purchaser identified therein.

**“Business Day”** shall mean a day which is not (a) a Saturday, Sunday or any other day on which banking institutions in New York, New York, or the Issuer or cities in which the principal payment or other designated corporate office of the Trustee is located are required or authorized to close or (b) a day on which the New York Stock Exchange is closed.

**“Company”** means Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company, and its successors or assigns.

**“Completion Date”** means the date of execution of the certificate required pursuant to **Section 504** hereof.

**“Cumulative Outstanding Principal Amount”** means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease Agreement, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 401** hereof, less any amount redeemed pursuant to **Article III** hereof.

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

**“Government Securities”** means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

**“Indenture”** means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

**“Interest Payment Date”** means each December 1, commencing December 1, 2026.

**“Investment Securities”** means any of the following securities:

(a) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any financial institution organized under the laws of any state of the United States of America or under the laws of the United States of America (including the Trustee), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through

(c), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, whose only assets are obligations described in (a) above, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature;

(f) Any other investment approved in writing by the Owner of the Bonds.

**“Issuer”** means the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and its successors and assigns.

**“Lease Agreement”** means the Lease Agreement dated as of December 1, 2025, between the Issuer, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

**“Mortgage”** means, collectively, any mortgage, assignment of rents and leases, UCC financing statements, or other security documents granted by the Company on the Project to secure a loan to finance or refinance all or a portion of the Project, including amendments or modifications to the same.

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

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

**“Owner”** shall have the same meaning as Bondowner.

**“Paying Agent”** means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

**“Performance Agreement”** means the Performance Agreement dated as of December 1, 2025, by and between the Issuer and the Company, as may be amended and supplemented.

**“Project”** means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements and the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease Agreement as they may at any time exist.

**“Project Costs”** means all costs of acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site and any Project Improvements and Project Equipment located thereon at the execution of the Lease Agreement and which the Company conveys to the Issuer;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, purchase, construction, improvement, equipping and remodeling, preparation of plans, drawings and specifications and supervision of construction and renovation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, construction, improvement, equipping and remodeling of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in acquisition, purchase, construction, improvement and remodeling the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(d) interest accruing on the Bonds during the period of the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(e) the cost of the title insurance policies and the cost of any insurance maintained during the construction period in accordance with **Article VII** of the Lease Agreement, respectively;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds; (2) the acquisition, purchase, construction, improvement, equipping and remodeling of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease Agreement;

provided, however, the Project Costs shall not include any of the foregoing items if such item was paid or incurred prior to adoption of the Resolution, with the following exception: costs and expenses relating to architectural and engineering services for the Project constitute Project Costs within the meaning of this definition regardless of the date such costs were paid to the extent such costs are properly capitalizable in accordance with generally accepted accounting principles.

**“Project Fund”** means “Unified Government of Wyandotte County/Kansas City, Kansas, Project Fund – Marvin Lumber and Cedar Company, LLC Project, Series 2025” created in **Section 501** of this Indenture.

**“Refunding Bonds”** shall have the meaning set forth in **Section 209** hereof.

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

**“Supplemental Lease”** means any supplement or amendment to the Lease Agreement entered into pursuant to **Article XII** hereof.

**“Transaction Documents”** means this Indenture, the Bonds, the Base Lease Agreement, the Lease Agreement, the Bond Purchase Agreement, the Performance Agreement and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery and approval by such party.

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

**“Trustee”** means Security Bank of Kansas City, a state banking corporation duly organized and existing under the laws of the State of Kansas, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

## **Section 102. Rules of Interpretation.**

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### THE BONDS

**Section 201. Title and Amount of Bonds.** No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “Unified Government of Wyandotte County/Kansas City, Kansas Taxable Industrial Revenue Bond (Premier Investments, L.L.C Project), Series 2025” with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$65,000,000, plus the principal amount of any Additional Bonds.

**Section 202. Nature of Obligation.** The Bonds and the interest thereon shall be special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners of the Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the Issuer or the State of Kansas, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

**Section 203. Denomination, Number and Dating of Bonds.**

(a) The Bonds shall be issuable in the form of one fully registered Bond without coupons in the minimum denomination of \$100,000 and any multiple of \$0.01 in excess thereof up to \$65,000,000. The Bond shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

(b) The Bond of each series will be numbered from 1 upward and shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bond is at any time thereafter transferred, any Bond replacing such Bond shall be dated as of the date of authentication thereof.

**Section 204. Method and Place of Payment of Bond.**

(a) The principal of and interest on the Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bond shall be made upon the presentation and surrender of such Bond at the principal payment office of any Paying Agent named in the Bond; **provided**, that so long as the Company is the sole Bondowner, the Trustee shall make payments of principal on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States; **provided, further**, that upon any payment by internal bank transfer or by wire transfer of principal on such Bond, the Trustee shall record the amount of such principal payment on the registration books for the Bonds maintained by the Trustee on behalf of the Issuer. If the Bond is presented to the Trustee together with such payment, the Trustee may enter the amount of such principal payment on the Table of Cumulative Outstanding Principal Amount on the Bond. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount on the Bond at any time, and the Bondowner is not required to present the Bond for action by the Trustee, as bond registrar, with each payment of principal on the Bond.

Payment of the interest on the Bond shall be made by the Trustee on each Interest Payment Date to the person appearing on the registration books of the Issuer hereinafter provided for as the Registered Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date by check or draft mailed to such Registered Owner at such Owner's address as it appears on such registration books.

In the event that the Company is the sole Bondowner, the Trustee is authorized to make interest payments on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States. In addition, at the written request of any Registered Owner of Bonds in the aggregate principal amount of at least **\$500,000**, the principal and interest on this Bond shall be paid by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions to which such owner wishes to have such transfer directed and such written notice is given by such owner to the Trustee not less than the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

In addition, as provided in the Lease Agreement, the Bond may be paid or deemed paid in such other manner as provided by the Trustee.

In the event the Company is the sole Bondowner, then the Company may set-off its obligation to the Issuer as lessee under the Lease Agreement against the Issuer's obligations to the Company as the Bondowner under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the Maturity Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under the Lease Agreement in an amount equal to the remaining principal on the Bonds so tendered for cancellation plus accrued interest thereon.

#### **Section 205. Execution and Authentication of Bonds.**

(a) The Bond shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk or acting Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on the Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Bond shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee.

**Section 206. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bond may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or such owner's attorney or legal representative, in such form as shall be satisfactory to the Trustee. The Bond has not been registered under the Securities Act of 1933, as amended, or any state securities law, and the Bond may not be transferred unless the Issuer consents in writing to such transfer. The Bond may be transferred to any successor to the Company or any entity owned or under common ownership with the Company, as Lessee under the Lease Agreement without the necessity of obtaining the consent of the Issuer's governing body. In connection with any such transfer of the Bond the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form attached hereto as **Exhibit B**. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The Issuer or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding an Interest Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

In the event any Registered Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The Issuer and the Trustee consent to the Mortgage and the pledge of the Bond to any Mortgagee (as defined in the Lease Agreement) thereunder.

**Section 207. Persons Deemed Owners of Bonds.** As to any Bond, the person in whose name the same shall be registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 208. Authorization of the Bonds.**

(a) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of \$65,000,000 for the purpose of providing funds for paying the costs of the Project, which Bonds shall be designated “Unified Government of Wyandotte County/Kansas City, Kansas Taxable Industrial Revenue Bond (Premier Investments, L.L.C Project), Series 2025” (the “Series 2025 Bonds”). The Series 2025 Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2035 (subject to prior redemption as hereinafter provided in **Article III**) and shall bear interest as specified in **Section 208(e)** hereof, payable on the dates specified in **Section 208(e)** hereof.

(b) The Trustee is hereby designated as the Issuer’s Paying Agent for the payment of the principal of and interest on the Bonds.

(c) The Bond shall be executed without material variance from the form and in manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bond by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of Ordinance passed by the governing body of the Issuer authorizing the issuance of the Bonds and the execution of this Indenture and the Lease Agreement;

(2) An original executed counterpart of this Indenture;

(3) Original executed counterparts of the Base Lease Agreement, the Lease Agreement, the Bond Purchase Agreement, and the Performance Agreement;

(4) A request and authorization to the Trustee on behalf of the Issuer, executed by the Authorized Issuer Representative, to authenticate the Bond and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the Issuer;

(6) An opinion of counsel to the Company to the effect that the Base Lease, Lease Agreement, Bond Purchase Agreement, and Performance Agreement constitute enforceable and binding obligations of the Company; and

(7) Evidence of insurance coverage as required by **Article VII** of the Lease Agreement.

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Bond shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bond to or upon the order of the purchaser thereof, but only upon payment to the Trustee of the purchase price of the Bond, as specified in the Bond Purchase Agreement. The proceeds of the sale of the Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article V** hereof.

(e) The Series 2025 Bond shall bear interest at the rate of **2.00%** per annum on the Cumulative Outstanding Principal Amount of the Bond, and such interest shall be payable in arrears on each Interest Payment Date, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each. Principal shall be payable at maturity unless redeemed prior to said date in accordance with **Article III**.

#### **Section 209. Authorization of Additional Bonds.**

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds, at any time or from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of providing funds for (i) refunding all or part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated redemption dated and any expenses in connection with such refunding, (ii) to provide funds to pay the costs of completing the Project, (iii) to provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, and (iv) to provide funds to pay all or any part of the costs of acquisition, purchase, construction, improvement, furnishing, equipping and remodeling to the Project as the Company may deem necessary or desirable. Additional Bonds issued for purposes described in clause (i) above shall also be referred to as “Refunding Bonds.”

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer shall (i) pass an ordinance authorizing the issuance of such Additional Bonds, fixing the amount thereof and describing the Bonds to be refunded, authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and, if required, authorizing the Issuer to enter into a Supplemental Lease with the Company, and (ii) except in the case of Refunding Bonds, for which consent shall not be required, obtain the written consent to the issuance of the proposed Additional Bonds from the Owners of 100% of the Bonds Outstanding as reflected on the bond registration books maintained by the Trustee immediately preceding the issuance of such Additional Bonds.

(c) Such Additional Bonds shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices, all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemptions, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may, at the written request of the Company, issue other obligations specifically subordinate and junior to the Bonds, without the written consent of all or any of the Owners.

(e) Such Additional Bonds shall be executed in the manner set forth in **Section 205** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the Issuer authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture, Supplemental

Lease, a supplement to the Performance Agreement, and supplements to any other documents as may be necessary;

(2) Original executed counterparts of the Supplemental Indenture, the Supplemental Lease, and a supplement to the Performance Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit B** hereto;

(4) A request and authorization to the Trustee on behalf of the Issuer, executed by the Authorized Issuer Representative, to authenticate the Additional Bonds and deliver the same to the Purchaser upon payment, for the account of the Issuer, of the purchase price thereof specified in the bond purchase agreement executed in connection with the purchase of the Additional Bonds. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Additional Bonds constitute valid and legally binding special obligations of the Issuer; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents specified in this subsection have been filed with the Trustee, and when the Additional Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the purchase price to the Trustee, and the Trustee shall endorse the Additional Bonds in an amount equal to the purchase price and then either hold the Additional Bonds in trust or is so directed in writing deliver the Additional Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with the Lease in an amount equal to the purchase price of the Additional Bonds, and the Trustee shall authenticate and endorse the Additional Bonds in an amount equal to the purchase price and pursuant to **Section 208(c)** hereof either hold the Additional Bonds in trust for the Purchaser or if so directed in writing deliver the Bonds to the Purchaser (or another purchaser or assignee designated by the Purchaser).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited an amount equal or up to the purchase price of any Additional Bonds.

(f) When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the Purchaser thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article V** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds of all Additional Bonds issued to refund Outstanding Bonds (excluding accrued interest and premium, if any, which shall be deposited in a separate account in the Bond Fund)

shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as provided herein and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

**Section 210. Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 211. Cancellation and Destruction of Bonds Upon Payment.**

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the Issuer and the Company.

### ARTICLE III

#### REDEMPTION OF BONDS

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

**Section 302. Redemption of Bonds.** The Bonds shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, by the Issuer, at the option of and upon instructions from the Company, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with **Section 602** hereof, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

**Section 303. Effect of Call for Redemption.** Prior to or on the date fixed for redemption, funds or non-callable Government Securities shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

**Section 304. Notice of Redemption.** In the event the Bonds are to be called for redemption as provided in **Section 302(a) or (b)** hereof, the Company shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with **Section 302(a) or (b)** hereof at least ten days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

#### ARTICLE IV

#### FORM OF BONDS

**Section 401. Form Generally.** The Bond and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit A** attached hereto. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in this Article, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

#### ARTICLE V

#### CUSTODY AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Project Fund.** There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "Unified Government of Wyandotte County/Kansas City, Kansas, Project Fund – Marvin Lumber and Cedar Company, LLC Project, Series 2025" (herein called the "**Project Fund**").

**Section 502. Deposits into the Project Fund.** The proceeds of the sale of the Bond, including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of acquisition, purchasing, construction, improving, furnishing, equipping or remodeling of the Project shall also be deposited into the Project Fund.

**Section 503. Disbursements from the Project Fund.**

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of

**Article IV** of the Lease Agreement, and the Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions or endorse the Bond as stated below. All disbursements from the Project Fund which are payable to the Company shall be made by internal bank transfer or wire transfer as designated by the Company in writing to the Trustee. The Trustee shall disburse moneys in the Project Fund in each case within two (2) Business Days after receipt by the Trustee of an executed written requisition certificate. The Trustee shall notify the Registered Owner of the Bonds by telephone when the Trustee is prepared to disburse moneys pursuant to any requisition certificate. Any moneys received by the Trustee by 11:00 a.m. for deposit in the Project Fund for which the Trustee has received a requisition certificate shall be disbursed from the Project Fund on the same Business Day.

(b) In paying any requisition under this Section, the Trustee may rely conclusively as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative, without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise the Project. The approval of each requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the Issuer so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer.

(c) If required, the Issuer covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to issue checks for each disbursement in the manner and as provided for by the aforesaid provisions of the Lease Agreement.

(d) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Company on a monthly basis. After the Project has been completed and a certificate of payment of all costs filed as provided in **Section 504** hereof, the Trustee shall file a final statement of receipts and disbursements with respect thereto with the Issuer and the Company.

(e) Notwithstanding the foregoing, in the event the Company is the sole Bondowner, then the Company may make all payments into the Project Fund, all disbursements from the Project Fund to the Bond Fund and all payments from the Bond Fund to the Company by book entry on the records of the Company and the Trustee.

**Section 504. Completion of the Project.** The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease Agreement. As soon as practicable any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund.

**Section 505. Disposition Upon Acceleration.** If the principal of the Bonds shall have become due and payable pursuant to **Section 902** of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** provided, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the Issuer and to the Company of such action.

## ARTICLE VI

### REVENUES AND FUNDS

**Section 601. Creation of the Bond Fund.** There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the “Unified Government of Wyandotte County/Kansas City, Kansas, Taxable Industrial Revenue Bond Fund – Marvin Lumber and Cedar Company, LLC Project, Series 2025” (herein called the “**Bond Fund**”).

**Section 602. Deposits Into the Bond Fund.** The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds paid by the purchaser of the Bonds; (b) all rent payments payable by the Company to the Issuer specified in **Section 5.1** of the Lease Agreement and amounts due under **Section 5.2** of the Lease Agreement; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 505** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease Agreement) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease Agreement; (e) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (f) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund, including, without limitation, amounts payable into the Bond Fund by the Issuer pursuant to **Section 801** hereof.

**Section 603. Application of Moneys in the Bond Fund.**

(a) Except as provided in **Section 606** and **Section 908** hereof or in **Section 4.6(a)** of the Lease Agreement, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease Agreement and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the Issuer.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the Issuer covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. At the written direction of the Company, the Trustee shall use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been represented for payment.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the Issuer of payment are authorized by law to close, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

**Section 605. Nonpresentment of Bonds.** In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Company the funds theretofore held by it for payment of such Bond, without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 606. Repayment to the Company from the Bond Fund.** After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the Issuer and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease Agreement.

## ARTICLE VII

### SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

**Section 701. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease Agreement, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest or any moneys received hereunder except such as may be agreed upon.

**Section 702. Investment of Moneys in Project Fund and Bond Fund.** Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond

Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of this Indenture of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Interest Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

**Section 703. Record Keeping.** The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six years after the payment of all of the Outstanding Bonds.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

**Section 801. Payment of Principal and Interest.** The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease Agreement promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously and sufficiently leased as a revenue and income-providing undertaking, and that, should there be a default under the Lease Agreement with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived from the Project promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

**Section 802. Authority to Execute Indenture and Issue Bonds.** The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Kansas to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

**Section 803. Performance of Covenants.** The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as

it deems appropriate to enforce all such covenants, undertaking, stipulations and provisions of the Issuer hereunder.

**Section 804. Instruments of Further Assurance.** The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The Issuer covenants and agrees that, except as herein and in the Lease Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease Agreement, or of its rights under the Lease Agreement.

**Section 805. Payment of Taxes and Charges.** The Issuer represents that pursuant to the provisions of **Section 5.2** of the Lease Agreement, the Company has agreed to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof.

**Section 806. Insurance.** The Issuer represents that pursuant to the provisions of **Article VII** of the Lease Agreement, the Company has agreed at its own expense to keep the Project constantly insured to the extent provided for therein.

**Section 807. Maintenance and Repair.** The Issuer represents that pursuant to the provisions of **Section 6.1** of the Lease Agreement, the Company has agreed at its own expense to cause the Project to be maintained and kept in good condition, repair and working order, and that pursuant to **Section 8.3** of the Lease Agreement the Company may, at its own expense, make from time to time additions, changes and alterations to the Project under the terms and conditions set forth therein.

**Section 808. Recordings and Filings.** The Issuer will cause this Indenture and all Supplemental Indentures, the Lease Agreement and all Supplemental Leases and all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners of the Bonds and the rights of the Trustee hereunder. The Trustee shall file UCC continuation statements, as needed, of originally filed financing statement provided a copy of the original financing statement has been timely delivered to the Trustee, as needed.

**Section 809. Inspection of Project Books.** The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

**Section 810. Enforcement of Rights Under the Lease Agreement.** The Issuer covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease Agreement to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease Agreement. The Issuer agrees that the Trustee, as assignee of the rentals and other amounts to be received by the Issuer and paid by the Company under the Lease Agreement, or in its name or in the name of the Issuer, may enforce all rights of the Issuer to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other

amounts under and pursuant to the Lease Agreement for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder.

**Section 811. Subordination of Indenture to the Lease Agreement.** This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Company (as long as no default by the Company under the Lease Agreement is continuing beyond any applicable grace period) set forth in the Lease Agreement. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease Agreement. Nothing contained in this Section shall be interpreted as eliminating, modifying or affecting in any manner the rights, privileges or immunities granted to the Trustee in **Article X** hereof.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 901. Events of Default; Notice; Opportunity to Cure.** If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the Issuer and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the Issuer and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding; or

(c) The occurrence of an Event of Default as specified in **Section 12.1** of the Lease Agreement shall have occurred.

**Section 902. Acceleration of Maturity in Event of Default.** If an Event of Default shall have occurred and be continuing and shall not have been waived pursuant to **Section 901**, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the Issuer and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

**Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.** If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Lease Agreement, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed wise by the Trustee; the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay,

and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, his agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and (c) any taxes and assessments and other charges prior to the lien of this Indenture, which the Trustee may deem it wise to pay, and (d) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the Issuer and the Company a summarized statement of receipts and expenditures in connection therewith.

**Section 904. Appointment of Receivers in Event of Default.** If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 905. Exercise of Remedies by the Trustee.**

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) If an Event of Default shall have occurred and be continuing, and if requested to do so by the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds and coupons.

**Section 906. Limitation on Exercise of Remedies by Bondowners.** No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in subsection (h) of **Section 1001** or of which by said subsection the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, and (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts

of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

**Section 907. Right of Bondowners to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(i)** hereof; and, provided further, that the Trustee shall have the right to decline to follow any such directions if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

**Section 908. Application of Moneys in Event of Default.**

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

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

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

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

Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the person entitled thereto, without any discrimination or privilege;

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the Issuer and the Paying Agent have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 606** hereof.

**Section 909. Remedies Cumulative.** No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company, the Trustee and the Bondowners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 910. Waivers of Events of Default.** The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and shall do so upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable fees, charges, costs and expenses of the Trustee and the Issuer, in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Company, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

## ARTICLE X

### THE TRUSTEE

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

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, subject to **Section 1001(1)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(c) Except as provided in the Lease Agreement and particularly **Section 10.8** thereof, the Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized Issuer Representative or Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

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

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default or Event of Default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee shall be specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

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

(l) Before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and

indemnification to the Trustee shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if, in the opinion of the Trustee, such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity pursuant to this section from the Bondowners, and the Trustee may rely conclusively upon an opinion of counsel in determining whether any action directed by the Bondowners may result in such liability.

(o) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this section.

**Section 1002. Fees, Charges and Expenses of the Trustee.** The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease Agreement, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the Issuer shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease Agreement. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

**Section 1003. Notice to Bondowners if Default Occurs.** If an Event of Default occurs of which the Trustee is by subsection (h) of **Section 1001** hereof required to take notice or if notice of an Event of Default be given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the principal office of the Trustee.

**Section 1004. Intervention by the Trustee.** In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

**Section 1005. Successor Trustee Upon Merger, Consolidation or Sale.** With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted

or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

**Section 1006. Resignation of Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Issuer, the Company and the Bondowners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the Issuer.

**Section 1007. Removal of Trustee.** The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding.

**Section 1008. Appointment of Successor Trustee.** In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee reasonably acceptable to the Issuer and the Company (so long as no Event of Default has occurred and is continuing) may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed and signed by its Mayor/CEO and attested by its Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondowners in the manner above provided. Any such temporary Trustee so appointed by the Issuer shall hold such appointment no longer than 90 days without Company approval and shall immediately and without further acts be superseded by the successor Trustee so appointed by such Bondowners. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust having a reported capital, surplus and undivided profits of not less than **\$500,000**. Should no temporary or successor Trustee be appointed within thirty days following the date of the instrument of resignation or removal, any Bondowner or the resigning or removed Trustee may petition a court of competent jurisdiction for the appointment of a successor.

**Section 1009. Vesting of Trusts in Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor, and thereupon the obligations and duties of the predecessor Trustee hereunder shall cease and terminate. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

**Section 1010. Right of Trustee to Pay Taxes and Other Charges.** In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not

paid as required herein or in the Lease Agreement, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the prime rate of the Trustee, plus 2%, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

**Section 1011. Trust Estate May be Vested in Co-trustee.**

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State of Kansas) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease Agreement, and in particular in case of the enforcement of either on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall, so long as no Event of Default has occurred and is continuing, be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

**Section 1012. Annual Accounting.** The Trustee shall render an annual accounting to the Issuer, the Company and to any Bondowner requesting the same and, upon the request of the Company or the Bondowner, a monthly accounting to the Company and the Bondowner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

**Section 1013. Performance of Duties Under the Lease.** The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

## ARTICLE XI

### SUPPLEMENTAL INDENTURES

**Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners.** The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change not prejudicial to the Bondowners (in making such determination, the Trustee may rely conclusively upon an opinion of counsel);
- (b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;
- (c) To more precisely identify the Project or to substitute or add additional property thereto;
- (d) To subject to this Indenture additional revenues, properties or collateral; or
- (e) To issue Refunding Bonds as provided in **Section 209** hereof.

**Section 1102. Supplemental Indentures Requiring Consent of Bondowners.**

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than 50% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer and the Trustee for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Bondowner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as may be prescribed by the Issuer

following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof.

**Section 1103. Company's Consent to Supplemental Indentures.** Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of a Supplemental Lease executed by the Company in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Company to the execution of a Supplemental Indenture pursuant to **Section 209** hereof, respectively. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to **Section 209** hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

**Section 1104. Opinion of Counsel.** Prior to or contemporaneously with the execution of any Supplemental Indenture by the Trustee, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Indenture are authorized under this Indenture and the Act and will, upon execution and delivery thereof be valid and binding upon the Issuer in accordance with its terms.

## ARTICLE XII

### SUPPLEMENTAL LEASES

**Section 1201. Supplemental Leases Not Requiring Consent of Bondowners.** The Issuer and the Trustee shall, without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer and the Company as may be required (a) by the provisions of the Lease Agreement and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease Agreement, (c) so as to more precisely identify the Project or substitute or add additional property thereto, (d) in connection with the issuance of Refunding Bonds under **Section 209** hereof, (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Bondowners (in making such determination, the Trustee may rely upon an opinion of counsel).

**Section 1202. Supplemental Leases Requiring Consent of Bondowners.** Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the Issuer nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than 50% in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the

same are on file in the principal office of the Trustee for inspection by all Bondowners. The Trustee shall not be obligated to consent to any Supplemental Lease which, in the judgment of the Trustee, is prejudicial to the rights of the Trustee.

**Section 1203. Opinions of Counsel.** Prior to or contemporaneously with the consent by the Trustee of execution of any Supplemental Lease, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Lease are authorized under this Indenture, the Lease Agreement and the Act and will, upon execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and an opinion of counsel to the Company stating that such Supplemental Lease will, upon execution and delivery thereof, be valid and binding upon the Company.

### ARTICLE XIII

#### SATISFACTION AND DISCHARGE OF INDENTURE

##### **Section 1301. Satisfaction and Discharge of this Indenture.**

(a) When the principal of and interest on all the Bonds shall have been paid or satisfied in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision shall also be made for paying all other sums payable hereunder, including the reasonable fees and expenses of the Trustee, the Issuer and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be reasonably requested to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 606** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds or coupons then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

##### **Section 1302. Bonds Deemed to be Paid.**

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), (1) shall have been made or caused to be made in accordance with the terms thereof, (2) shall have been provided for by depositing with the Trustee in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and, in the case of Bonds which do not mature or will not be redeemed within ninety days of the deposit of cash or non-callable Government Securities, a verification report of a firm of independent certified public accountants as to the adequacy of the

amounts so deposited to fully pay the Bonds deemed to be paid, or (3) if the Company is the sole Owner, shall have been satisfied by surrender of the Bonds to the Trustee by the Owner. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and coupons shall be applied to and used solely for the payment of the particular Bonds and coupons, if any, with respect to which such moneys and Government Securities have been so set aside in trust.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

#### **Section 1401. Consents and Other Instruments by Bondowners.**

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

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

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company, unless the Company or such affiliate own 100% of the Bonds Outstanding, shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly

controlling or controlled by or under direct or indirect common control with the Company; for the purposes of this definition, “control” means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

**Section 1402. Limitation of Rights Under this Indenture.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owners of the Bonds, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds, as herein provided.

**Section 1403. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the Issuer, the Trustee, the Company or Bondowners if the same shall be duly mailed by registered or certified mail, postage prepaid, return receipt requested, (provided that notice to the Trustee shall in no case be deemed effective until received), or delivered by e-mail with confirmation of receipt and followed by a hardcopy via the means described above, addressed:

(a) To the Issuer:

Unified Government of Wyandotte County/Kansas City, Kansas  
701 North 7<sup>th</sup> Street  
Kansas City, Kansas 66101  
Attn: Clerk

(b) To the Company:

Marvin Lumber and Cedar Company, LLC  
P.O. Box 100  
Warroad, Minnesota 56763

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) To the Trustee:

Security Bank of Kansas City  
701 Minnesota Avenue, Suite 206  
Kansas City, Kansas 66101

(d) To the Bondowners if the same shall be duly mailed by first-class mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the principal corporate trust office of the Trustee.

**Section 1404. Severability.** If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any competent jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**Section 1405. Execution in Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1406. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

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

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**IN WITNESS WHEREOF**, the Unified Government of Wyandotte County/Kansas City, Kansas, has caused this Indenture to be signed in its name and behalf by its Mayor/CEO and the seal of the Issuer to be hereunto affixed and attested by its Clerk, and to evidence its acceptance of the trusts hereby created, Security Bank of Kansas City has caused this Indenture to be signed in its name and behalf by its duly authorized officer and its official seal to be hereunto affixed and attested by its Clerk, all as of the date first above written.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS**

By \_\_\_\_\_  
Tyrone Garner, Mayor/CEO

[SEAL]

ATTEST:

By \_\_\_\_\_  
Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Office of Chief Counsel

**SECURITY BANK OF KANSAS CITY,**  
as Trustee

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

[SEAL]

**EXHIBIT A FORM OF BOND**

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless the Issuer consents in writing to such transfer. This Bond may be transferred to any successor of the Company or any entity owned by or under common ownership with the Company without the necessity of obtaining the consent of the Issuer's governing body.

**Registered**  
No. R-\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF WYANDOTTE**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
TAXABLE INDUSTRIAL REVENUE BOND  
(MARVIN LUMBER AND CEDAR COMPANY, LLC PROJECT)  
SERIES 2025**

<b><u>Interest Rate</u></b>	<b><u>Maturity Date</u></b>	<b><u>Dated Date</u></b>
<b>2.000%</b>	<b>December 1, 2035</b>	<b>December __, 2025</b>

**REGISTERED OWNER: MARVIN LUMBER AND CEDAR COMPANY, LLC**

**MAXIMUM PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Registered Owner named above or registered assigns, on the Maturity Date shown above, the principal amount shown above or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. The Registered Owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto, provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Registered Owner hereof, either by check, electronic transfer or draft mailed to the Registered Owner at a stated address as it appears on the bond registration books of the Issuer kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the rate shown above per annum payable in arrears on each Interest Payment Date, commencing on December 1, 2026, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full **provided**, that so long as the Company is the sole Registered Owner, the Paying Agent may make payments of principal on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable on the maturity date set forth above, unless such principal shall have been paid as a result of a redemption of the Bonds prior to such

maturity date. The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof.

As used herein, the term “Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the terms of the hereinafter defined Indenture, less any amounts redeemed, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited into the Project Fund pursuant to the terms of the Indenture as “Principal Amount Deposited into Project Fund” and shall enter the aggregate principal amount of this Bond then outstanding on its records as the “Cumulative Outstanding Principal Amount” on its records maintained for this Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner hereof, pursuant to the optional redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as “Principal Amount Paid Pursuant to Optional Redemption Provisions,” and shall enter the then outstanding principal amount of this Bond as “Cumulative Outstanding Principal Amount” on its records. The Registered Owner may from time to time enter the respective amounts deposited into the Project Fund pursuant to the terms of the Indenture under the column headed “Principal Amount Deposited Into Project Fund” on the attached Table of Cumulative Outstanding Principal Amount (the “Table”) and may enter the aggregate principal amount of this Bond then outstanding under the column headed “Cumulative Outstanding Principal Amount” on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner hereof pursuant to the optional redemption provisions of the Indenture, the Registered Owner may enter the principal amount paid on this Bond under the column headed “Principal Amount Paid Pursuant to Optional Redemption Provisions” on the Table and may enter the then outstanding principal amount of this Bond under the column headed “Cumulative Outstanding Principal Amount” on the Table. However, the records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the Issuer designated “Unified Government of Wyandotte County/Kansas City, Kansas Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025,” in the maximum aggregate principal amount of \$65,000,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of acquiring, constructing, installing, furnishing, and equipping an industrial project, consisting of an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements, fixtures, machinery and equipment, and all rights-of-way and appurtenances necessary therefor (the “Project”), to be leased to Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company (the “Company”), under the terms of a Lease Agreement dated as of December 1, 2025 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease Agreement”), between the Issuer and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 to 12-1749d, inclusive, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of December 1, 2025 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the Issuer and Security Bank of Kansas City, as trustee (the “Trustee”). Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties

and obligations of the Issuer, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

THIS BOND shall be subject to redemption and payment as provided in the Indenture.

THE BONDS are special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the Issuer under and pursuant to the Lease Agreement, all as provided in the Indenture. The Bonds do not constitute general obligations of the Issuer or the State of Kansas, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease Agreement, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated the “Unified Government of Wyandotte County/Kansas City, Kansas, Taxable Industrial Revenue Bond Fund –Marvin Lumber and Cedar Company, LLC Project, Series 2025.”

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by such person’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such person’s duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of \$65,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of

this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Kansas.

IN WITNESS WHEREOF, the Unified Government of Wyandotte County/Kansas City, Kansas, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor/CEO, attested by the manual or facsimile signature of its Clerk and its corporate seal to be affixed hereto or imprinted hereon.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS**

By \_\_\_\_\_  
Tyrone Garner, Mayor/CEO

(SEAL)

ATTEST:

By \_\_\_\_\_  
Monica L. Sparks, Unified Government Clerk

**CERTIFICATE OF AUTHENTICATION**

This Bond is the Taxable Industrial Revenue Bond (Marvin Lumber and Cedar Company, LLC Project), Series 2025, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

**SECURITY BANK OF KANSAS CITY,  
as Trustee**

\_\_\_\_\_  
Date

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



**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

<u>Date</u>	Principal Amount Deposited Into <u>Project Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
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(FORM OF ASSIGNMENT)  
(NOTE RESTRICTIONS ON TRANSFERS)

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

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

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

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

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

Signature Guaranteed By:

[Seal]

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

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

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**EXHIBIT B**

**REPRESENTATION LETTER**

**[DATE]**

Unified Government of Wyandotte County/Kansas City, Kansas  
Kansas City, Kansas

Security Bank of Kansas City, as Trustee  
Kansas City, Kansas

Re: Unified Government of Wyandotte County/Kansas City, Kansas \$65,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025

Ladies and Gentlemen:

In connection with the transfer of the above-described bonds (the “**Bonds**”) of the Unified Government of Wyandotte County/Kansas City, Kansas (the “**Issuer**”) on this date to \_\_\_\_\_ (the “**Transferee**”), Transferee hereby represents, warrants and agrees as follows:

1. Transferee, on the date hereof, received from the Issuer one registered bond designated Taxable Industrial Revenue Bond (Marvin Lumber and Cedar Company, LLC Project), Series 2025, in the maximum aggregate principal amount of \$65,000,000 and numbered R-1, becoming due on December 1, 2035 or when called, and bearing interest at the rate set forth therein from its date of authentication until its principal amount is paid in full.

2. Transferee fully understands

(a) that the Bonds have been issued under and pursuant to a Trust Indenture dated as of December 1, 2025 (the “**Indenture**”), between the Issuer and Security Bank of Kansas City. (the “**Trustee**”); and

(b) that the Bonds are payable solely out of the rents, revenues and receipts to be derived from the leasing or sale of the Project to Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company, and any successors or assigns (collectively, the “**Company**”) under a Lease Agreement dated as of December 1, 2025 (the “**Lease**”), between the Issuer and the Company, which rents, revenues and receipts have been pledged and assigned by the Issuer to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bond.

3. Transferee understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds are not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. Transferee agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture; provided, that the collateral assignment of the Bonds to the holder of the Mortgage (as defined in the Lease) shall be permitted.

5. The Company has (a) furnished to Transferee such information about itself as the Transferee deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Transferee, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the Issuer and the terms and conditions of the offering of the Bonds, and (c) provided to Transferee all additional information which it has requested.

6. Transferee is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks associated with purchasing the Bonds. Transferee believes that the Bonds are a security of the kind that it wishes to purchase and hold for investment and that the nature and amount of the Bonds are consistent with Transferee's investment program.

7. The Transferee understands and agrees that the interest on the Bonds is subject to federal income taxation and is not tax-exempt for federal income tax purposes.

8. The Transferee has been furnished with copies of the Indenture, the Lease and the legal approving opinion of Gilmore & Bell, P.C.

**[TRANSFEE]**

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

**UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

**AND**

**SECURITY BANK OF KANSAS CITY  
As Trustee**

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**TRUST INDENTURE**

**Dated as of December 1, 2025**

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**Relating to:**

**\$65,000,000  
(Aggregate Maximum Principal Amount)  
Unified Government of Wyandotte County/Kansas City, Kansas  
Taxable Industrial Revenue Bonds  
(Marvin Lumber and Cedar Company, LLC Project)  
Series 2025**

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**TRUST INDENTURE**

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## TRUST INDENTURE

**THIS TRUST INDENTURE** dated as of December 1, 2025 (the **“Indenture”**), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the **“Issuer”**), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth, with its principal corporate trust office located in the city of Kansas City, Kansas, as Trustee (the **“Trustee”**);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the **“Act”**), to purchase, acquire, construct, improve, equip and remodel certain facilities within its jurisdiction for commercial purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds;

**WHEREAS**, pursuant to the Act, the governing body of the Issuer adopted Resolution No. R-16-23 on March 30, 2023 (the **“Resolution”**), expressing the intent of the Issuer to issue its industrial revenue bonds in an amount not to exceed \$90,000,000 for Infinity Windows, LLC, a Minnesota limited liability company, predecessor in interest to Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company, or its successors and assigns (the **“Company”**);

**WHEREAS**, pursuant to the Act, the governing body of the Issuer has passed Ordinance No. O-[ ]-25 (the **“Ordinance”**) on November 6, 2025, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025, in the maximum principal amount of \$65,000,000 (the **“Bonds”**), for the purpose of acquiring real property and acquiring, constructing, installing, furnishing and equipping an approximately 400,000 square foot manufacturing facility, and all related improvements, including land, buildings, structures, improvements, fixtures, machinery, equipment and all rights-of-way and appurtenances necessary and convenient therefor as hereinafter more fully described (the **“Project”**), and authorizing the Issuer to lease the Project to the Company;

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement of even date herewith (the **“Base Lease Agreement”**) between the Company and the Issuer;

**WHEREAS**, the Issuer will lease the Project to the Company pursuant to the Lease Agreement of even date herewith (the **“Lease Agreement”**) between the Issuer and the Company; and

**WHEREAS**, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the Issuer, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever (subject to the proviso set forth in the following paragraph), the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the “**Trust Estate**”), to-wit:

(a) All right, title and interest of the Issuer in, to and under the Base Lease Agreement and the Project together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining;

(b) All right, title and interest of the Issuer in, to and under the Lease Agreement, and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all rentals and other amounts to be received by the Issuer and paid by the Company under and pursuant to and subject to the provisions of the Lease Agreement; and

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

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

**IN TRUST NEVERTHELESS**, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

**PROVIDED, HOWEVER**, that if the Issuer shall well and truly pay, or cause to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in **Article XIII** hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to

the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds or coupons, as follows:

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined in **Section 1.1** of the Lease Agreement, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“**Act**” means K.S.A. 12-1740 to 12-1749d, inclusive, as amended.

“**Additional Bonds**” means any Bonds issued pursuant to **Section 209** of this Indenture.

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

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

“**Base Lease Agreement**” means the Base Lease Agreement dated as of December 1, 2025 between the Company, as lessor and, the Issuer, as lessee, and as from time to time amended and supplemented in accordance with the Base Lease Agreement.

“**Bond**” or “**Bonds**” means the Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025, in the maximum principal amount of \$65,000,000, issued pursuant to **Section 208** of this Indenture and Additional Bonds, authenticated and delivered under and pursuant to this Indenture.

“**Bond Fund**” means “Unified Government of Wyandotte County/Kansas City, Kansas, Taxable Industrial Revenue Bond Fund –Marvin Lumber and Cedar Company, LLC Project, Series 2025” created in **Section 601** of this Indenture.

“**Bondowner**” or “**Registered Owner**” means the registered owner of any Bond, as recorded in the books maintained by the Trustee for registration and transfer of the Bonds.

“**Bond Purchase Agreement**” means the agreement by that name with respect to the Bonds by and between the Issuer and the purchaser identified therein.

“**Business Day**” shall mean a day which is not (a) a Saturday, Sunday or any other day on which banking institutions in New York, New York, or the Issuer or cities in which the principal payment or other designated corporate office of the Trustee is located are required or authorized to close or (b) a day on which the New York Stock Exchange is closed.

“**Company**” means Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company, and its successors or assigns.

“**Completion Date**” means the date of execution of the certificate required pursuant to **Section 504** hereof.

“**Cumulative Outstanding Principal Amount**” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease Agreement, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 401** hereof, less any amount redeemed pursuant to **Article III** hereof.

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

“**Government Securities**” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“**Indenture**” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

“**Interest Payment Date**” means each December 1, commencing December 1, 2026.

“**Investment Securities**” means any of the following securities:

(a) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any financial institution organized under the laws of any state of the United States of America or under the laws of the United States of America (including the Trustee), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through

(c), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, whose only assets are obligations described in (a) above, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature;

(f) Any other investment approved in writing by the Owner of the Bonds.

**“Issuer”** means the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and its successors and assigns.

**“Lease Agreement”** means the Lease Agreement dated as of December 1, 2025, between the Issuer, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

**“Mortgage”** means, collectively, any mortgage, assignment of rents and leases, UCC financing statements, or other security documents granted by the Company on the Project to secure a loan to finance or refinance all or a portion of the Project, including amendments or modifications to the same.

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

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

**“Owner”** shall have the same meaning as Bondowner.

**“Paying Agent”** means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

**“Performance Agreement”** means the Performance Agreement dated as of December 1, 2025, by and between the Issuer and the Company, as may be amended and supplemented.

“**Project**” means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements and the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease Agreement as they may at any time exist.

“**Project Costs**” means all costs of acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site and any Project Improvements and Project Equipment located thereon at the execution of the Lease Agreement and which the Company conveys to the Issuer;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, purchase, construction, improvement, equipping and remodeling, preparation of plans, drawings and specifications and supervision of construction and renovation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, construction, improvement, equipping and remodeling of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in acquisition, purchase, construction, improvement and remodeling the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(d) interest accruing on the Bonds during the period of the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(e) the cost of the title insurance policies and the cost of any insurance maintained during the construction period in accordance with **Article VII** of the Lease Agreement, respectively;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds; (2) the acquisition, purchase, construction, improvement, equipping and remodeling of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease Agreement;

provided, however, the Project Costs shall not include any of the foregoing items if such item was paid or incurred prior to adoption of the Resolution, with the following exception: costs and expenses relating to architectural and engineering services for the Project constitute Project Costs within the meaning of this definition regardless of the date such costs were paid to the extent such costs are properly capitalizable in accordance with generally accepted accounting principles.

**“Project Fund”** means “Unified Government of Wyandotte County/Kansas City, Kansas, Project Fund – Marvin Lumber and Cedar Company, LLC Project, Series 2025” created in **Section 501** of this Indenture.

**“Refunding Bonds”** shall have the meaning set forth in **Section 209** hereof.

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

**“Supplemental Lease”** means any supplement or amendment to the Lease Agreement entered into pursuant to **Article XII** hereof.

**“Transaction Documents”** means this Indenture, the Bonds, the Base Lease Agreement, the Lease Agreement, the Bond Purchase Agreement, the Performance Agreement and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery and approval by such party.

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

**“Trustee”** means Security Bank of Kansas City, a state banking corporation duly organized and existing under the laws of the State of Kansas, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

## **Section 102. Rules of Interpretation.**

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### THE BONDS

**Section 201. Title and Amount of Bonds.** No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “Unified Government of Wyandotte County/Kansas City, Kansas Taxable Industrial Revenue Bond (Premier Investments, L.L.C Project), Series 2025” with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$65,000,000, plus the principal amount of any Additional Bonds.

**Section 202. Nature of Obligation.** The Bonds and the interest thereon shall be special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners of the Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the Issuer or the State of Kansas, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

**Section 203. Denomination, Number and Dating of Bonds.**

(a) The Bonds shall be issuable in the form of one fully registered Bond without coupons in the minimum denomination of \$100,000 and any multiple of \$0.01 in excess thereof up to \$65,000,000. The Bond shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

(b) The Bond of each series will be numbered from 1 upward and shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bond is at any time thereafter transferred, any Bond replacing such Bond shall be dated as of the date of authentication thereof.

**Section 204. Method and Place of Payment of Bond.**

(a) The principal of and interest on the Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bond shall be made upon the presentation and surrender of such Bond at the principal payment office of any Paying Agent named in the Bond; **provided**, that so long as the Company is the sole Bondowner, the Trustee shall make payments of principal on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States; **provided, further**, that upon any payment by internal bank transfer or by wire transfer of principal on such Bond, the Trustee shall record the amount of such principal payment on the registration books for the Bonds maintained by the Trustee on behalf of the Issuer. If the Bond is presented to the Trustee together with such payment, the Trustee may enter the amount of such principal payment on the Table of Cumulative Outstanding Principal Amount on the Bond. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount on the Bond at any time, and the Bondowner is not required to present the Bond for action by the Trustee, as bond registrar, with each payment of principal on the Bond.

Payment of the interest on the Bond shall be made by the Trustee on each Interest Payment Date to the person appearing on the registration books of the Issuer hereinafter provided for as the Registered Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date by check or draft mailed to such Registered Owner at such Owner's address as it appears on such registration books.

In the event that the Company is the sole Bondowner, the Trustee is authorized to make interest payments on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States. In addition, at the written request of any Registered Owner of Bonds in the aggregate principal amount of at least **\$500,000**, the principal and interest on this Bond shall be paid by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions to which such owner wishes to have such transfer directed and such written notice is given by such owner to the Trustee not less than the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

In addition, as provided in the Lease Agreement, the Bond may be paid or deemed paid in such other manner as provided by the Trustee.

In the event the Company is the sole Bondowner, then the Company may set-off its obligation to the Issuer as lessee under the Lease Agreement against the Issuer's obligations to the Company as the Bondowner under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the Maturity Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under the Lease Agreement in an amount equal to the remaining principal on the Bonds so tendered for cancellation plus accrued interest thereon.

#### **Section 205. Execution and Authentication of Bonds.**

(a) The Bond shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk or acting Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on the Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Bond shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee.

**Section 206. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bond may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or such owner's attorney or legal representative, in such form as shall be satisfactory to the Trustee. The Bond has not been registered under the Securities Act of 1933, as amended, or any state securities law, and the Bond may not be transferred unless the Issuer consents in writing to such transfer. The Bond may be transferred to any successor to the Company or any entity owned or under common ownership with the Company, as Lessee under the Lease Agreement without the necessity of obtaining the consent of the Issuer's governing body. In connection with any such transfer of the Bond the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form attached hereto as **Exhibit B**. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The Issuer or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding an Interest Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

In the event any Registered Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The Issuer and the Trustee consent to the Mortgage and the pledge of the Bond to any Mortgagee (as defined in the Lease Agreement) thereunder.

**Section 207. Persons Deemed Owners of Bonds.** As to any Bond, the person in whose name the same shall be registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 208. Authorization of the Bonds.**

(a) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of \$65,000,000 for the purpose of providing funds for paying the costs of the Project, which Bonds shall be designated “Unified Government of Wyandotte County/Kansas City, Kansas Taxable Industrial Revenue Bond (Premier Investments, L.L.C Project), Series 2025” (the “Series 2025 Bonds”). The Series 2025 Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2035 (subject to prior redemption as hereinafter provided in **Article III**) and shall bear interest as specified in **Section 208(e)** hereof, payable on the dates specified in **Section 208(e)** hereof.

(b) The Trustee is hereby designated as the Issuer’s Paying Agent for the payment of the principal of and interest on the Bonds.

(c) The Bond shall be executed without material variance from the form and in manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bond by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of Ordinance passed by the governing body of the Issuer authorizing the issuance of the Bonds and the execution of this Indenture and the Lease Agreement;

(2) An original executed counterpart of this Indenture;

(3) Original executed counterparts of the Base Lease Agreement, the Lease Agreement, the Bond Purchase Agreement, and the Performance Agreement;

(4) A request and authorization to the Trustee on behalf of the Issuer, executed by the Authorized Issuer Representative, to authenticate the Bond and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the Issuer;

(6) An opinion of counsel to the Company to the effect that the Base Lease, Lease Agreement, Bond Purchase Agreement, and Performance Agreement constitute enforceable and binding obligations of the Company; and

(7) Evidence of insurance coverage as required by **Article VII** of the Lease Agreement.

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Bond shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bond to or upon the order of the purchaser thereof, but only upon payment to the Trustee of the purchase price of the Bond, as specified in the Bond Purchase Agreement. The proceeds of the sale of the Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article V** hereof.

(e) The Series 2025 Bond shall bear interest at the rate of **2.00%** per annum on the Cumulative Outstanding Principal Amount of the Bond, and such interest shall be payable in arrears on each Interest Payment Date, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each. Principal shall be payable at maturity unless redeemed prior to said date in accordance with **Article III**.

**Section 209. Authorization of Additional Bonds.**

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds, at any time or from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of providing funds for (i) refunding all or part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated redemption dated and any expenses in connection with such refunding, (ii) to provide funds to pay the costs of completing the Project, (iii) to provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, and (iv) to provide funds to pay all or any part of the costs of acquisition, purchase, construction, improvement, furnishing, equipping and remodeling to the Project as the Company may deem necessary or desirable. Additional Bonds issued for purposes described in clause (i) above shall also be referred to as “Refunding Bonds.”

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer shall (i) pass an ordinance authorizing the issuance of such Additional Bonds, fixing the amount thereof and describing the Bonds to be refunded, authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and, if required, authorizing the Issuer to enter into a Supplemental Lease with the Company, and (ii) except in the case of Refunding Bonds, for which consent shall not be required, obtain the written consent to the issuance of the proposed Additional Bonds from the Owners of 100% of the Bonds Outstanding as reflected on the bond registration books maintained by the Trustee immediately preceding the issuance of such Additional Bonds.

(c) Such Additional Bonds shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices, all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemptions, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may, at the written request of the Company, issue other obligations specifically subordinate and junior to the Bonds, without the written consent of all or any of the Owners.

(e) Such Additional Bonds shall be executed in the manner set forth in **Section 205** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the Issuer authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture, Supplemental

Lease, a supplement to the Performance Agreement, and supplements to any other documents as may be necessary;

(2) Original executed counterparts of the Supplemental Indenture, the Supplemental Lease, and a supplement to the Performance Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit B** hereto;

(4) A request and authorization to the Trustee on behalf of the Issuer, executed by the Authorized Issuer Representative, to authenticate the Additional Bonds and deliver the same to the Purchaser upon payment, for the account of the Issuer, of the purchase price thereof specified in the bond purchase agreement executed in connection with the purchase of the Additional Bonds. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Additional Bonds constitute valid and legally binding special obligations of the Issuer; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents specified in this subsection have been filed with the Trustee, and when the Additional Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the purchase price to the Trustee, and the Trustee shall endorse the Additional Bonds in an amount equal to the purchase price and then either hold the Additional Bonds in trust or is so directed in writing deliver the Additional Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with the Lease in an amount equal to the purchase price of the Additional Bonds, and the Trustee shall authenticate and endorse the Additional Bonds in an amount equal to the purchase price and pursuant to **Section 208(c)** hereof either hold the Additional Bonds in trust for the Purchaser or if so directed in writing deliver the Bonds to the Purchaser (or another purchaser or assignee designated by the Purchaser).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited an amount equal or up to the purchase price of any Additional Bonds.

(f) When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the Purchaser thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article V** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds of all Additional Bonds issued to refund Outstanding Bonds (excluding accrued interest and premium, if any, which shall be deposited in a separate account in the Bond Fund)

shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as provided herein and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

**Section 210. Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 211. Cancellation and Destruction of Bonds Upon Payment.**

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the Issuer and the Company.

### ARTICLE III

#### REDEMPTION OF BONDS

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

**Section 302. Redemption of Bonds.** The Bonds shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, by the Issuer, at the option of and upon instructions from the Company, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with **Section 602** hereof, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

**Section 303. Effect of Call for Redemption.** Prior to or on the date fixed for redemption, funds or non-callable Government Securities shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

**Section 304. Notice of Redemption.** In the event the Bonds are to be called for redemption as provided in **Section 302(a) or (b)** hereof, the Company shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with **Section 302(a) or (b)** hereof at least ten days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

#### ARTICLE IV

#### FORM OF BONDS

**Section 401. Form Generally.** The Bond and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit A** attached hereto. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in this Article, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

#### ARTICLE V

#### CUSTODY AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Project Fund.** There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "Unified Government of Wyandotte County/Kansas City, Kansas, Project Fund – Marvin Lumber and Cedar Company, LLC Project, Series 2025" (herein called the "**Project Fund**").

**Section 502. Deposits into the Project Fund.** The proceeds of the sale of the Bond, including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of acquisition, purchasing, construction, improving, furnishing, equipping or remodeling of the Project shall also be deposited into the Project Fund.

**Section 503. Disbursements from the Project Fund.**

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of

**Article IV** of the Lease Agreement, and the Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions: or endorse the Bond as stated below. All disbursements from the Project Fund which are payable to the Company shall be made by internal bank transfer or wire transfer as designated by the Company in writing to the Trustee. The Trustee shall disburse moneys in the Project Fund in each case within two (2) Business Days after receipt by the Trustee of an executed written requisition certificate. The Trustee shall notify the Registered Owner of the Bonds by telephone when the Trustee is prepared to disburse moneys pursuant to any requisition certificate. Any moneys received by the Trustee by 11:00 a.m. for deposit in the Project Fund for which the Trustee has received a requisition certificate shall be disbursed from the Project Fund on the same Business Day.

(b) In paying any requisition under this Section, the Trustee may rely conclusively as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative, without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise the Project. The approval of each requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the Issuer so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer.

(c) If required, the Issuer covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to issue checks for each disbursement in the manner and as provided for by the aforesaid provisions of the Lease Agreement.

(d) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Company on a monthly basis. After the Project has been completed and a certificate of payment of all costs filed as provided in **Section 504** hereof, the Trustee shall file a final statement of receipts and disbursements with respect thereto with the Issuer and the Company.

(e) ~~In~~Notwithstanding the foregoing, in the event the Company is the sole Bondowner, then the Company may make all payments into the Project Fund, all disbursements from the Project Fund to the Bond Fund and all payments from the Bond Fund to the Company by book entry on the records of the Company and the Trustee.

**Section 504. Completion of the Project.** The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease Agreement. As soon as practicable any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund.

**Section 505. Disposition Upon Acceleration.** If the principal of the Bonds shall have become due and payable pursuant to **Section 902** of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** provided, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the Issuer and to the Company of such action.

## ARTICLE VI

### REVENUES AND FUNDS

**Section 601. Creation of the Bond Fund.** There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the “Unified Government of Wyandotte County/Kansas City, Kansas, Taxable Industrial Revenue Bond Fund – Marvin Lumber and Cedar Company, LLC Project, Series 2025” (herein called the “**Bond Fund**”).

**Section 602. Deposits Into the Bond Fund.** The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds paid by the purchaser of the Bonds; (b) all rent payments payable by the Company to the Issuer specified in **Section 5.1** of the Lease Agreement and amounts due under **Section 5.2** of the Lease Agreement; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 505** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease Agreement) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease Agreement; (e) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (f) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund, including, without limitation, amounts payable into the Bond Fund by the Issuer pursuant to **Section 801** hereof.

**Section 603. Application of Moneys in the Bond Fund.**

(a) Except as provided in **Section 606** and **Section 908** hereof or in **Section 4.6(a)** of the Lease Agreement, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease Agreement and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the Issuer.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the Issuer covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. At the written direction of the Company, the Trustee shall use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been represented for payment.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the Issuer of payment are authorized by law to close, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

**Section 605. Nonpresentment of Bonds.** In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Company the funds theretofore held by it for payment of such Bond, without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 606. Repayment to the Company from the Bond Fund.** After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the Issuer and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease Agreement.

## ARTICLE VII

### SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

**Section 701. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease Agreement, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest or any moneys received hereunder except such as may be agreed upon.

**Section 702. Investment of Moneys in Project Fund and Bond Fund.** Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond

Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of this Indenture of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Interest Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

**Section 703. Record Keeping.** The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six years after the payment of all of the Outstanding Bonds.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

**Section 801. Payment of Principal and Interest.** The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease Agreement promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously and sufficiently leased as a revenue and income-providing undertaking, and that, should there be a default under the Lease Agreement with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived from the Project promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

**Section 802. Authority to Execute Indenture and Issue Bonds.** The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Kansas to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

**Section 803. Performance of Covenants.** The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as

it deems appropriate to enforce all such covenants, undertaking, stipulations and provisions of the Issuer hereunder.

**Section 804. Instruments of Further Assurance.** The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The Issuer covenants and agrees that, except as herein and in the Lease Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease Agreement, or of its rights under the Lease Agreement.

**Section 805. Payment of Taxes and Charges.** The Issuer represents that pursuant to the provisions of **Section 5.2** of the Lease Agreement, the Company has agreed to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof.

**Section 806. Insurance.** The Issuer represents that pursuant to the provisions of **Article VII** of the Lease Agreement, the Company has agreed at its own expense to keep the Project constantly insured to the extent provided for therein.

**Section 807. Maintenance and Repair.** The Issuer represents that pursuant to the provisions of **Section 6.1** of the Lease Agreement, the Company has agreed at its own expense to cause the Project to be maintained and kept in good condition, repair and working order, and that pursuant to **Section 8.3** of the Lease Agreement the Company may, at its own expense, make from time to time additions, changes and alterations to the Project under the terms and conditions set forth therein.

**Section 808. Recordings and Filings.** The Issuer will cause this Indenture and all Supplemental Indentures, the Lease Agreement and all Supplemental Leases and all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners of the Bonds and the rights of the Trustee hereunder. The Trustee shall file UCC continuation statements, as needed, of originally filed financing statement provided a copy of the original financing statement has been timely delivered to the Trustee, as needed.

**Section 809. Inspection of Project Books.** The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

**Section 810. Enforcement of Rights Under the Lease Agreement.** The Issuer covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease Agreement to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease Agreement. The Issuer agrees that the Trustee, as assignee of the rentals and other amounts to be received by the Issuer and paid by the Company under the Lease Agreement, or in its name or in the name of the Issuer, may enforce all rights of the Issuer to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other

amounts under and pursuant to the Lease Agreement for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder.

**Section 811. Subordination of Indenture to the Lease Agreement.** This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Company (as long as no default by the Company under the Lease Agreement is continuing beyond any applicable grace period) set forth in the Lease Agreement. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease Agreement. Nothing contained in this Section shall be interpreted as eliminating, modifying or affecting in any manner the rights, privileges or immunities granted to the Trustee in **Article X** hereof.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 901. Events of Default; Notice; Opportunity to Cure.** If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the Issuer and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the Issuer and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding; or

(c) The occurrence of an Event of Default as specified in **Section 12.1** of the Lease Agreement shall have occurred.

**Section 902. Acceleration of Maturity in Event of Default.** If an Event of Default shall have occurred and be continuing and shall not have been waived pursuant to Section 901, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the Issuer and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

**Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.** If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Lease Agreement, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed wise by the Trustee; the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay,

and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, his agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and (c) any taxes and assessments and other charges prior to the lien of this Indenture, which the Trustee may deem it wise to pay, and (d) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the Issuer and the Company a summarized statement of receipts and expenditures in connection therewith.

**Section 904. Appointment of Receivers in Event of Default.** If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 905. Exercise of Remedies by the Trustee.**

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) If an Event of Default shall have occurred and be continuing, and if requested to do so by the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds and coupons.

**Section 906. Limitation on Exercise of Remedies by Bondowners.** No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in subsection (h) of **Section 1001** or of which by said subsection the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, and (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts

of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

**Section 907. Right of Bondowners to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(i)** hereof; and, provided further, that the Trustee shall have the right to decline to follow any such directions if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

**Section 908. Application of Moneys in Event of Default.**

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

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

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

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

Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the person entitled thereto, without any discrimination or privilege;

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the Issuer and the Paying Agent have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 606** hereof.

**Section 909. Remedies Cumulative.** No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company, the Trustee and the Bondowners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 910. Waivers of Events of Default.** The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and shall do so upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable fees, charges, costs and expenses of the Trustee and the Issuer, in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Company, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

## ARTICLE X

### THE TRUSTEE

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

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, subject to **Section 1001(1)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(c) Except as provided in the Lease Agreement and particularly **Section 10.8** thereof, the Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized Issuer Representative or Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

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

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default or Event of Default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee shall be specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

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

(l) Before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and

indemnification to the Trustee shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if, in the opinion of the Trustee, such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity pursuant to this section from the Bondowners, and the Trustee may rely conclusively upon an opinion of counsel in determining whether any action directed by the Bondowners may result in such liability.

(o) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this section.

**Section 1002. Fees, Charges and Expenses of the Trustee.** The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease Agreement, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the Issuer shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease Agreement. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

**Section 1003. Notice to Bondowners if Default Occurs.** If an Event of Default occurs of which the Trustee is by subsection (h) of **Section 1001** hereof required to take notice or if notice of an Event of Default be given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the principal office of the Trustee.

**Section 1004. Intervention by the Trustee.** In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

**Section 1005. Successor Trustee Upon Merger, Consolidation or Sale.** With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted

or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

**Section 1006. Resignation of Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Issuer, the Company and the Bondowners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the Issuer.

**Section 1007. Removal of Trustee.** The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding.

**Section 1008. Appointment of Successor Trustee.** In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee reasonably acceptable to the Issuer and the Company (so long as no Event of Default has occurred and is continuing) may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed and signed by its Mayor/CEO and attested by its Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondowners in the manner above provided. Any such temporary Trustee so appointed by the Issuer shall hold such appointment no longer than 90 days without Company approval and shall immediately and without further acts be superseded by the successor Trustee so appointed by such Bondowners. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust having a reported capital, surplus and undivided profits of not less than **\$500,000**. Should no temporary or successor Trustee be appointed within thirty days following the date of the instrument of resignation or removal, any Bondowner or the resigning or removed Trustee may petition a court of competent jurisdiction for the appointment of a successor.

**Section 1009. Vesting of Trusts in Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor, and thereupon the obligations and duties of the predecessor Trustee hereunder shall cease and terminate. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

**Section 1010. Right of Trustee to Pay Taxes and Other Charges.** In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not

paid as required herein or in the Lease Agreement, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the prime rate of the Trustee, plus 2%, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

**Section 1011. Trust Estate May be Vested in Co-trustee.**

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State of Kansas) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease Agreement, and in particular in case of the enforcement of either on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall, so long as no Event of Default has occurred and is continuing, be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

**Section 1012. Annual Accounting.** The Trustee shall render an annual accounting to the Issuer, the Company and to any Bondowner requesting the same and, upon the request of the Company or the Bondowner, a monthly accounting to the Company and the Bondowner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

**Section 1013. Performance of Duties Under the Lease.** The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

## ARTICLE XI

### SUPPLEMENTAL INDENTURES

**Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners.** The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change not prejudicial to the Bondowners (in making such determination, the Trustee may rely conclusively upon an opinion of counsel);
- (b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;
- (c) To more precisely identify the Project or to substitute or add additional property thereto;
- (d) To subject to this Indenture additional revenues, properties or collateral; or
- (e) To issue Refunding Bonds as provided in **Section 209** hereof.

**Section 1102. Supplemental Indentures Requiring Consent of Bondowners.**

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than 50% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer and the Trustee for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Bondowner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as may be prescribed by the Issuer

following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof.

**Section 1103. Company's Consent to Supplemental Indentures.** Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of a Supplemental Lease executed by the Company in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Company to the execution of a Supplemental Indenture pursuant to **Section 209** hereof, respectively. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to **Section 209** hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

**Section 1104. Opinion of Counsel.** Prior to or contemporaneously with the execution of any Supplemental Indenture by the Trustee, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Indenture are authorized under this Indenture and the Act and will, upon execution and delivery thereof be valid and binding upon the Issuer in accordance with its terms.

## ARTICLE XII

### SUPPLEMENTAL LEASES

**Section 1201. Supplemental Leases Not Requiring Consent of Bondowners.** The Issuer and the Trustee shall, without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer and the Company as may be required (a) by the provisions of the Lease Agreement and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease Agreement, (c) so as to more precisely identify the Project or substitute or add additional property thereto, (d) in connection with the issuance of Refunding Bonds under **Section 209** hereof, (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Bondowners (in making such determination, the Trustee may rely upon an opinion of counsel).

**Section 1202. Supplemental Leases Requiring Consent of Bondowners.** Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the Issuer nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than 50% in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the

same are on file in the principal office of the Trustee for inspection by all Bondowners. The Trustee shall not be obligated to consent to any Supplemental Lease which, in the judgment of the Trustee, is prejudicial to the rights of the Trustee.

**Section 1203. Opinions of Counsel.** Prior to or contemporaneously with the consent by the Trustee of execution of any Supplemental Lease, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Lease are authorized under this Indenture, the Lease Agreement and the Act and will, upon execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and an opinion of counsel to the Company stating that such Supplemental Lease will, upon execution and delivery thereof, be valid and binding upon the Company.

### ARTICLE XIII

#### SATISFACTION AND DISCHARGE OF INDENTURE

##### **Section 1301. Satisfaction and Discharge of this Indenture.**

(a) When the principal of and interest on all the Bonds shall have been paid or satisfied in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision shall also be made for paying all other sums payable hereunder, including the reasonable fees and expenses of the Trustee, the Issuer and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be reasonably requested to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 606** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds or coupons then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

##### **Section 1302. Bonds Deemed to be Paid.**

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), (1) shall have been made or caused to be made in accordance with the terms thereof, (2) shall have been provided for by depositing with the Trustee in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and, in the case of Bonds which do not mature or will not be redeemed within ninety days of the deposit of cash or non-callable Government Securities, a verification report of a firm of independent certified public accountants as to the adequacy of the

amounts so deposited to fully pay the Bonds deemed to be paid, or (3) if the Company is the sole Owner, shall have been satisfied by surrender of the Bonds to the Trustee by the Owner. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and coupons shall be applied to and used solely for the payment of the particular Bonds and coupons, if any, with respect to which such moneys and Government Securities have been so set aside in trust.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

#### **Section 1401. Consents and Other Instruments by Bondowners.**

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

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

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company, unless the Company or such affiliate own 100% of the Bonds Outstanding, shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly

controlling or controlled by or under direct or indirect common control with the Company; for the purposes of this definition, “control” means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

**Section 1402. Limitation of Rights Under this Indenture.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owners of the Bonds, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds, as herein provided.

**Section 1403. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the Issuer, the Trustee, the Company or Bondowners if the same shall be duly mailed by registered or certified mail, postage prepaid, return receipt requested, (provided that notice to the Trustee shall in no case be deemed effective until received), or delivered by e-mail with confirmation of receipt and followed by a hardcopy via the means described above, addressed:

(a) To the Issuer:

Unified Government of Wyandotte County/Kansas City, Kansas  
701 North 7<sup>th</sup> Street  
Kansas City, Kansas 66101  
Attn: Clerk

(b) To the Company:

Marvin Lumber and Cedar Company, LLC  
P.O. Box 100  
Warroad, Minnesota 56763

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) To the Trustee:

Security Bank of Kansas City  
701 Minnesota Avenue, Suite 206  
Kansas City, Kansas 66101

(d) To the Bondowners if the same shall be duly mailed by first-class mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the principal corporate trust office of the Trustee.

**Section 1404. Severability.** If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any competent jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**Section 1405. Execution in Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1406. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

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

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**IN WITNESS WHEREOF**, the Unified Government of Wyandotte County/Kansas City, Kansas, has caused this Indenture to be signed in its name and behalf by its Mayor/CEO and the seal of the Issuer to be hereunto affixed and attested by its Clerk, and to evidence its acceptance of the trusts hereby created, Security Bank of Kansas City has caused this Indenture to be signed in its name and behalf by its duly authorized officer and its official seal to be hereunto affixed and attested by its Clerk, all as of the date first above written.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS**

By \_\_\_\_\_  
Tyrone Garner, Mayor/CEO

[SEAL]

ATTEST:

By \_\_\_\_\_  
Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Office of Chief Counsel

**SECURITY BANK OF KANSAS CITY,**  
as Trustee

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

[SEAL]

**EXHIBIT A FORM OF BOND**

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless the Issuer consents in writing to such transfer. This Bond may be transferred to any successor of the Company or any entity owned by or under common ownership with the Company without the necessity of obtaining the consent of the Issuer's governing body.

**Registered**  
No. R-\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF WYANDOTTE**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
TAXABLE INDUSTRIAL REVENUE BOND  
(MARVIN LUMBER AND CEDAR COMPANY, LLC PROJECT)  
SERIES 2025**

<b><u>Interest Rate</u></b>	<b><u>Maturity Date</u></b>	<b><u>Dated Date</u></b>
<b>2.000%</b>	<b>December 1, 2035</b>	<b>December __, 2025</b>

**REGISTERED OWNER: MARVIN LUMBER AND CEDAR COMPANY, LLC**

**MAXIMUM PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Registered Owner named above or registered assigns, on the Maturity Date shown above, the principal amount shown above or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. The Registered Owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto, provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Registered Owner hereof, either by check, electronic transfer or draft mailed to the Registered Owner at a stated address as it appears on the bond registration books of the Issuer kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the rate shown above per annum payable in arrears on each Interest Payment Date, commencing on December 1, 2026, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full **provided**, that so long as the Company is the sole Registered Owner, the Paying Agent may make payments of principal on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable on the maturity date set forth above, unless such principal shall have been paid as a result of a redemption of the Bonds prior to such

maturity date. The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof.

As used herein, the term “Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the terms of the hereinafter defined Indenture, less any amounts redeemed, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited into the Project Fund pursuant to the terms of the Indenture as “Principal Amount Deposited into Project Fund” and shall enter the aggregate principal amount of this Bond then outstanding on its records as the “Cumulative Outstanding Principal Amount” on its records maintained for this Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner hereof, pursuant to the optional redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as “Principal Amount Paid Pursuant to Optional Redemption Provisions,” and shall enter the then outstanding principal amount of this Bond as “Cumulative Outstanding Principal Amount” on its records. The Registered Owner may from time to time enter the respective amounts deposited into the Project Fund pursuant to the terms of the Indenture under the column headed “Principal Amount Deposited Into Project Fund” on the attached Table of Cumulative Outstanding Principal Amount (the “Table”) and may enter the aggregate principal amount of this Bond then outstanding under the column headed “Cumulative Outstanding Principal Amount” on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner hereof pursuant to the optional redemption provisions of the Indenture, the Registered Owner may enter the principal amount paid on this Bond under the column headed “Principal Amount Paid Pursuant to Optional Redemption Provisions” on the Table and may enter the then outstanding principal amount of this Bond under the column headed “Cumulative Outstanding Principal Amount” on the Table. However, the records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the Issuer designated “Unified Government of Wyandotte County/Kansas City, Kansas Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025,” in the maximum aggregate principal amount of \$65,000,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of acquiring, constructing, installing, furnishing, and equipping an industrial project, consisting of an approximately 400,000 square foot manufacturing facility, including land, buildings, structures, improvements, fixtures, machinery and equipment, and all rights-of-way and appurtenances necessary therefor (the “Project”), to be leased to Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company (the “Company”), under the terms of a Lease Agreement dated as of December 1, 2025 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease Agreement”), between the Issuer and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 to 12-1749d, inclusive, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of December 1, 2025 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the Issuer and Security Bank of Kansas City, as trustee (the “Trustee”). Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties

and obligations of the Issuer, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

THIS BOND shall be subject to redemption and payment as provided in the Indenture.

THE BONDS are special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the Issuer under and pursuant to the Lease Agreement, all as provided in the Indenture. The Bonds do not constitute general obligations of the Issuer or the State of Kansas, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease Agreement, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated the “Unified Government of Wyandotte County/Kansas City, Kansas, Taxable Industrial Revenue Bond Fund –Marvin Lumber and Cedar Company, LLC Project, Series 2025.”

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by such person’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such person’s duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of \$65,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of

this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Kansas.

IN WITNESS WHEREOF, the Unified Government of Wyandotte County/Kansas City, Kansas, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor/CEO, attested by the manual or facsimile signature of its Clerk and its corporate seal to be affixed hereto or imprinted hereon.

**UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS**

By \_\_\_\_\_  
Tyrone Garner, Mayor/CEO

(SEAL)

ATTEST:

By \_\_\_\_\_  
Monica L. Sparks, Unified Government Clerk

**CERTIFICATE OF AUTHENTICATION**

This Bond is the Taxable Industrial Revenue Bond (Marvin Lumber and Cedar Company, LLC Project), Series 2025, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

**SECURITY BANK OF KANSAS CITY,  
as Trustee**

\_\_\_\_\_  
Date

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



**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

<u>Date</u>	Principal Amount Deposited Into <u>Project Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
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(FORM OF ASSIGNMENT)  
(NOTE RESTRICTIONS ON TRANSFERS)

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

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

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

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

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

Signature Guaranteed By:

[Seal]

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(Name of Eligible Guarantor Institution (as )  
defined by SEC Rule 17Ad-15, 12CFR  
240.17Ad-15, or any similar rule which Trustee  
deems applicable))

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

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**EXHIBIT B**

**REPRESENTATION LETTER**

**[DATE]**

Unified Government of Wyandotte County/Kansas City, Kansas  
Kansas City, Kansas

Security Bank of Kansas City, as Trustee  
Kansas City, Kansas

Re: Unified Government of Wyandotte County/Kansas City, Kansas \$65,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Marvin Lumber and Cedar Company, LLC Project), Series 2025

Ladies and Gentlemen:

In connection with the transfer of the above-described bonds (the **“Bonds”**) of the Unified Government of Wyandotte County/Kansas City, Kansas (the **“Issuer”**) on this date to \_\_\_\_\_ (the **“Transferee”**), Transferee hereby represents, warrants and agrees as follows:

1. Transferee, on the date hereof, received from the Issuer one registered bond designated Taxable Industrial Revenue Bond (Marvin Lumber and Cedar Company, LLC Project), Series 2025, in the maximum aggregate principal amount of \$65,000,000 and numbered R-1, becoming due on December 1, 2035 or when called, and bearing interest at the rate set forth therein from its date of authentication until its principal amount is paid in full.

2. Transferee fully understands

(a) that the Bonds have been issued under and pursuant to a Trust Indenture dated as of December 1, 2025 (the **“Indenture”**), between the Issuer and Security Bank of Kansas City. (the **“Trustee”**); and

(b) that the Bonds are payable solely out of the rents, revenues and receipts to be derived from the leasing or sale of the Project to Marvin Lumber and Cedar Company, LLC, a Minnesota limited liability company, and any successors or assigns (collectively, the **“Company”**) under a Lease Agreement dated as of December 1, 2025 (the **“Lease”**), between the Issuer and the Company, which rents, revenues and receipts have been pledged and assigned by the Issuer to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bond.

3. Transferee understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds are not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. Transferee agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture; provided, that the collateral assignment of the Bonds to the holder of the Mortgage (as defined in the Lease) shall be permitted.

5. The Company has (a) furnished to Transferee such information about itself as the Transferee deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Transferee, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the Issuer and the terms and conditions of the offering of the Bonds, and (c) provided to Transferee all additional information which it has requested.

6. Transferee is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks associated with purchasing the Bonds. Transferee believes that the Bonds are a security of the kind that it wishes to purchase and hold for investment and that the nature and amount of the Bonds are consistent with Transferee's investment program.

7. The Transferee understands and agrees that the interest on the Bonds is subject to federal income taxation and is not tax-exempt for federal income tax purposes.

8. The Transferee has been furnished with copies of the Indenture, the Lease and the legal approving opinion of Gilmore & Bell, P.C.

**[TRANSFEE]**

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



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Chelsee Chism, Director</div> cchism@wycokck.org X8046	Economic Development
<b>AGENDA ITEM #9.4.</b>		
<b>ORDINANCE: TO TERMINATE SPECIAL ASSESSMENTS IN A HOMEFIELD COMMUNITY IMPROVEMENT DISTRICT IN COMPLIANCE WITH A PETITION</b>		
<b>BACKGROUND</b>		
<p>To adopt an ordinance to repeal O-127-23 and to amend O-101-23, thereby removing special assessments from the Homefield Community Improvement District on Margaritaville, Live Nation, and Atlas 9, to comply with a petition signed by the property owners in the district.</p>		
<b>RECOMMENDATION</b>		
Approve		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
<p>Ordinance - Amend Homefield CID (UG), 7. Ordinance No. O-101-23 authorizing the creation of The Homefield Community Improvement District and levying a sales tax, incl, 10. Ordinance No. O-127-23 levying maximum special assessments., CID Petition - Amend Homefield CID (UG) (106041683v3)-c</p>		

Approved by Mayor/Administrator to add to agenda.

(Published in *The Wyandotte Echo* on \_\_\_\_\_, 2025)

**ORDINANCE NO. O-\_\_-25**

**AN ORDINANCE AMENDING ORDINANCE NO. O-101-23 AND REPEALING  
ORDINANCE NO. O-127-23 TO TERMINATE COMMUNITY IMPROVEMENT  
DISTRICT SPECIAL ASSESSMENT FINANCING**

**WHEREAS**, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax upon property within the district to finance projects; and

**WHEREAS**, pursuant to a petition dated August 7, 2023 (the “Petition”) and other proceedings of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), duly held in accordance with the Act, the Governing Body of the Unified Government passed and published Ordinance No. O-101-23 authorizing the projects described in the Petition, creating a community improvement district (as further described in **Exhibits A and B** hereto, the “District”), imposing a 2.0% community improvement district sales tax (the “CID Sales Tax”), and imposing special assessments within the District (as further described in Ordinance Nos. O-101-23 and O-127-23, the “Special Assessments”); and

**WHEREAS**, by passage of Ordinance No. O-127-23, the Unified Government levied the Special Assessments against certain properties within the District; and

**WHEREAS**, the Unified Government previously issued its Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A, dated September 4, 2024 (the “Bonds”), secured by revenues produced by the CID Sales Tax; and

**WHEREAS**, an Amended Petition for Modification of a Community Improvement District – Homefield, dated October 14, 2025 (the “Amended Petition”) was executed by 100% of the property owners within the District and submitted to the Unified Government, requesting the removal of the Special Assessments.

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

**SECTION 1. Special Assessments; Repeal of Ordinance No. O-127-23.** As requested in the Amended Petition, the Special Assessments are hereby removed from the District, and Ordinance No. O-127-23 is hereby repealed in its entirety.

**SECTION 2. Amendments to Ordinance No. O-101-23.** Sections 3 and 4 of Ordinance No. O-101-23 are hereby amended to read as follows:

**SECTION 3. Method of Financing, CID Sales Tax, and CID Special Assessments.** It is proposed that the Projects be financed through a combination of private equity, private debt, and District financing (including the CID Sales Tax), either as pay-as-you-go financing or through the issuance of special

obligation bonds, both as defined in the Act, such community improvement district bonds to be repaid by a pledge of the revenues received by the Unified Government from the CID Sales Tax. No full faith and credit bonds will be issued.

The Governing Body hereby imposes the CID Sales Tax within the District in an amount of two percent (2.00%) on the selling of tangible personal property at retail or the rendering or furnishing of services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the District. The CID Sales Tax will commence on April 1, 2025, or such other date as shall be approved by ordinance of the Governing Body, and to continue for a maximum term of twenty-two (22) years.

No CID special assessments will be imposed within the District.

**SECTION 4. Segregation of CID Revenues.** All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the Unified Government to be designated as the Homefield Community Improvement District Revenue Fund, with such subaccounts as may be necessary for the issuance of any community improvement district bonds or repayment of costs of the Projects. Such revenues shall be used to pay the costs of the Projects and/or the community improvement district bonds.

**SECTION 3. Ratification; Bonds.** Except as amended above, Ordinance No. O-101-23 is hereby ratified and shall remain effective. For the avoidance of doubt, nothing herein shall be construed to modify the CID Sales Tax or any provisions relating to the Bonds and/or the security granted to the holders of such Bonds.

**SECTION 4. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the Unified Government and publication once in the official Unified Government newspaper.

**SECTION 5. Recording.** The Unified Government Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Wyandotte County, Kansas

[Balance of page intentionally left blank]

**PASSED** by the Governing Body on this November \_\_, 2025 and **APPROVED AND SIGNED** by the Mayor/CEO.

By: \_\_\_\_\_  
Mayor/CEO

[SEAL]

By: \_\_\_\_\_  
Unified Government Clerk

Approved as to form:

By: \_\_\_\_\_  
Office of Chief Counsel

## EXHIBIT A

### LEGAL DESCRIPTION

The following property located in Wyandotte County, Kansas City, Kansas:

AREA A:

Lot 1, Tract A, Tract B, Tract C, Tract D, Tract E, and Tract F Homefield Perfect Game, recorded as Document 2022R-10236, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 2,143,491 square feet, or 49.21 acres, more or less.

AND:

AREA B:

Lot 1, Homefield Sports Training, recorded as Document 2022R-10237, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 995,998 square feet, or 22.87 acres, more or less.

AND:

AREA C:

All that part of Lot 1, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 1; The basis of bearing for the description is the Kansas Regional Coordinate System;

thence S 89°27'24" W with the South line of said Southeast Quarter Section 1, a distance of 100.50 feet;

thence N 00°32'36" W, perpendicular to the last described course, a distance of 70.00 feet to the Southeast corner of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence with the Southerly line of said Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 881.99 feet;

thence continuing with said Southerly line of Lot 1, N 63°07'50" W (N 64°52'17" W plat), a distance of 13.73 feet;

thence continuing with said Southerly line of Lot 1, N 00°36'14" W (N 02°20'41" W plat), a distance of 459.27 feet;

thence continuing with said Southerly line of Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 320.02 feet;

thence S 00°37'01" E, no longer with said Southerly line of Lot 1, a distance of 474.75 feet to a point in the Northerly right-of-way line of State Avenue, as now established;

thence S 89°25'10" W with said Northerly right-of-way line of State Avenue, a distance of 105.00 feet;

thence N 00°37'01" W (N 02°20'41" W plat) with the southerly prolongation of the Southerly course of said Southerly line of Lot 1, a distance of 34.23 feet to said Southerly line of Lot 1;

thence S 89°27'24" W (S 87°42'57" W plat) with said Southerly line of Lot 1, a distance of 61.85 feet (61.74 feet plat) to a point on the Northerly right-of-way line of N. 98<sup>th</sup> Street, as now established;

thence N 00°34'50" W (N 02°19'17" W plat) with the Northerly right-of-way line of N. 98<sup>th</sup> Street and said Southerly line of Lot 1, a distance of 65.73 feet (65.74 feet plat);

thence continuing with the Northerly right-of-way line of N. 98<sup>th</sup> Street and the Southwesterly line of said Lot 1, Northerly, Northwesterly and Westerly on a curve to the left, tangent to the last described course, having a radius of 575.00 feet, a central angle of 99°37'9", an arc distance of 999.75 feet to the Southeast corner of said Lot 1, Homefield Camping World - Second Plat and the Point of Beginning;

thence N 01°46'30" E with the Easterly line of said Lot 1, Homefield Camping World - Second Plat, a distance of 532.21 feet;

thence N 01°18'58" E, continuing with said Easterly line of Lot 1, a distance of 47.88 feet;

thence Northerly, Northwesterly and Westerly on a curve to the left, continuing with said Easterly line of Lot 1, tangent to the last described course, having a radius of 137.00 feet, a central angle of 27°16'31", and an arc distance of 65.22 feet;

thence N 65°06'49" E, no longer with said Easterly line of Lot 1, a distance of 61.38 feet;

thence N 01°44'28" E, a distance of 128.37 feet;

thence Northerly on a curve to the right, tangent to the last described course, having a radius of 2030.00 feet, a central angle of 01°52'15", and an arc distance of 66.28 feet;

thence N 03°36'43" E, a distance of 277.96 feet;

thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 483.00 feet, a central angle of 61°50'04", and an arc distance of 521.26 feet to a point of compound curvature;

thence Northeasterly along a curve to the right, tangent to the last described curve, having a radius of 1253.00 feet, a central angle of 01°00'30", and an arc distance of 22.05 feet;

thence N 02°54'16" W, a distance of 595.78 feet to a point on the Northerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence N 75°36'18" E (N 73°51'51" E plat), with the Northerly line of Lot 1, a distance of 344.51 feet;

thence N 57°08'29" E (N 55°24'02" E plat), continuing with said Northerly line of Lot 1, a distance of 167.33 feet;

thence, S 41°04'52" E (S 42°49'19" E plat), continuing with said Northerly line of Lot 1, a distance of 129.95 feet;

thence N 76°56'14" E (N 75°11'47" E plat), continuing with said Northerly line of Lot 1, a distance of 141.97 feet;

thence S 04°17'54" E, no longer with said Northerly line of Lot 1, a distance of 795.57 feet;

thence Southeasterly along a curve to the right, having an initial tangent bearing of S 40°09'04" E, a radius of 498.00 feet, a central angle of 13°31'44", and an arc distance of 117.59 feet to a point of reverse curvature;

thence Southeasterly along a curve to the left, tangent to the last described curve, having a radius of 942.00 feet, a central angle of 15°22'10", and an arc distance of 252.69 feet to a point of reverse curvature;

thence Southerly along a curve to the right, tangent to the last described curve, having a radius of 397.00 feet, a central angle of 47°07'40", and an arc distance of 326.55 feet;

thence N 89°29'55" E, a distance of 28.85' to the northwest corner of Tract A, Homefield Multifamily Plat;

thence Southerly on a curve to the right, with the Northwesterly line of said Tract A and Lot 1, Homefield Multifamily Plat, having an initial tangent bearing of S 21°18'14" W, a radius of 924.50 feet, a central angle of 14°53'27" and an arc distance of 240.27 feet to a point of compound curvature;

thence Southwesterly on a curve to the right, with the Northwesterly line of said Lot 1, no longer with the Northwesterly line of said Tract A, tangent to the last described curve, having a radius of 830.00 feet, a central angle of 14°57'10" and an arc distance of 216.61 feet;

thence N 40°36'13" W, no longer with the Northwesterly line of said Lot 1, a distance of 60.01 feet;

thence S 69°13'04" W, a distance of 569.59 feet;

thence N 62°55'08" W, a distance of 79.78 feet;

thence N 89°10'51" W, a distance of 399.68 feet;

thence S 04°31'41" E, a distance of 80.36 feet;

thence S 01°46'30" W, a distance of 295.55 to a point on the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat, said point also being on the Northerly right-of-way of N. 98<sup>th</sup> Street, as now established;

thence along a curve to the left, with the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat and Northerly right-of-way of N. 98<sup>th</sup> Street, having a radius of 575.00 feet, a central angle of 14°02'17", and an arc distance of 140.88 feet to the Point of Beginning.

The above described tract contains 1,904,619 square feet, or 43.72 acres, more or less.

AND:

AREA D:

All that part of Lot 3, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 3; the basis of bearing for the description is the Kansas Regional Coordinate System;

thence N 89°27'24" E (N 87°42'57" W plat) with the Southerly line of Lot 3, Schlitterbahn Vacation Village Second Plat and also being the Northerly right-of-way of State Avenue, as now established, a distance of 490.38 feet to the Point of Beginning;

thence continuing with said Southerly line of Lot 3 and Northerly right-of-way of State Avenue, N 89°27'24" E (N 87°42'57" W plat), a distance of 265.17 feet;

thence Northeasterly along a curve to the left, tangent to the last described course and with the Southeasterly line of said Lot 3 having a radius of 182.00 feet, a central angle of 118°41'07", and an arc distance of 377.00 feet to a point of compound curvature;

thence Northwesterly along a curve to the left, tangent to the last described curve, with the Northerly line of said Lot 3 and the Southerly right-of-way of N. 98<sup>th</sup> Street, as now established, having a radius of 425.00 feet; a central angle of 65°39'30", an arc distance of 487.03 feet;

thence S 01°46'30" W, no longer with the Northerly line of said Lot 3, a distance of 489.54 feet to the Point of Beginning.

The above described tract contains 177,934 square feet, or 4.08 acres, more or less.

AND:

AREA E:

All that part of public right of way for N. 98<sup>th</sup> Street lying in Section 1, Township 11 South, Range 23 East adjacent to Lot 3, Schlitterbahn Vacation Village, Second Plat.

Also,

All that part of public right of way for State Avenue lying in Section 1, Township 11 South, Range 23 East and Section 12, Township 11 South, Range 23 East and Section 6, Township 11 South, Range 24 East and Section 7, Township 11 South, Range 24 East from the West line of the Southeast Quarter of Section 1, Township 11 South, Range 23 East to the East line of the Northwest Quarter of Section 7, Township 11 South, Range 24 East.

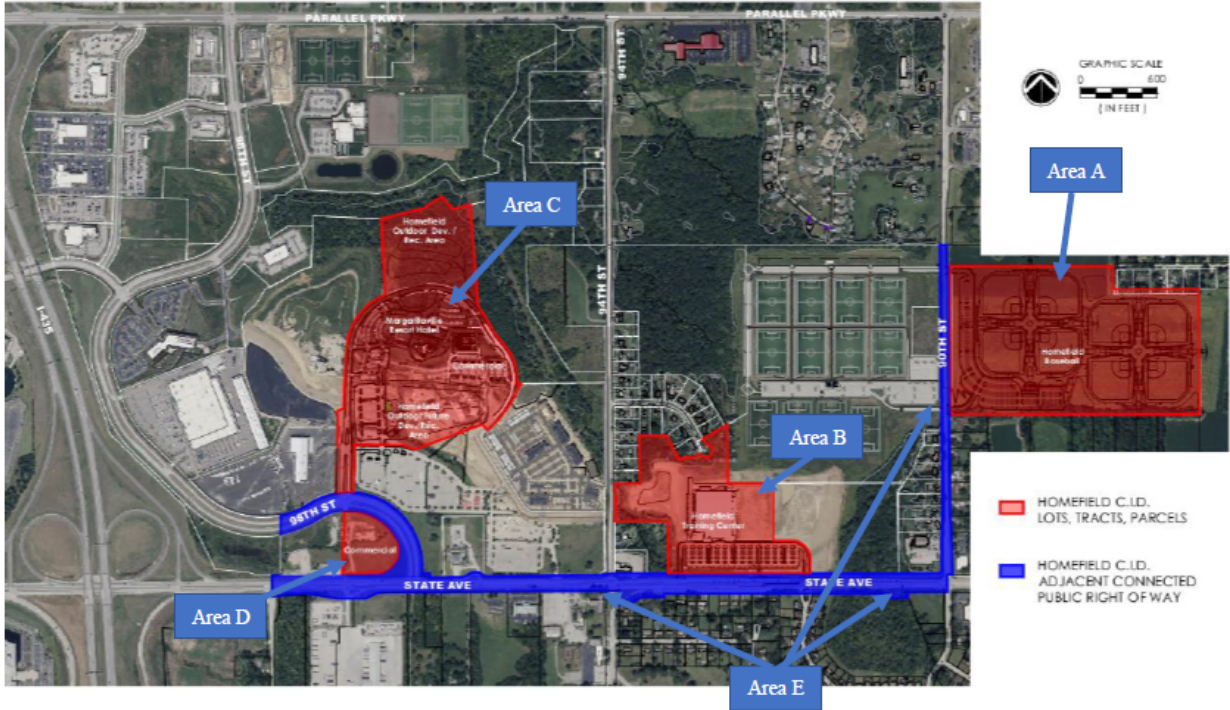
Also,

All that part of public right of way for N. 90<sup>th</sup> Street lying in the South Half of Section 6, Township 11 South, Range 24 East

The above described tract contains approximately 28.38 acres.

# EXHIBIT B

## MAP





DocId:8405798

Tx:4235780

2023R-12144

NANCY BURNS

REGISTER OF DEEDS

WYANDOTTE COUNTY, KS

09/21/2023 11:00:27 AM

REC FEE 174.00

PAGES: 10

(Published in *The Wyandotte Echo* on September 21, 2023)

**ORDINANCE NO. O-101-23**

**AN ORDINANCE AUTHORIZING THE CREATION OF THE HOMEFIELD COMMUNITY IMPROVEMENT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.**

**WHEREAS**, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance the Projects (as defined herein); and

**WHEREAS**, a petition dated August 7, 2023 (the “Petition”) was filed with the Clerk proposing the creation of a community improvement district (“District”) under the Act and the imposition of a community improvement district sales tax and community improvement district special assessments on the property in order to pay a portion of the costs of the Projects; and

**WHEREAS**, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

**WHEREAS**, the Board of Commissioners (the “Governing Body”) of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) intends to create the District, levy the community improvement district sales tax in an amount of two percent (2.00%) (the “CID Sales Tax”), and impose the special assessments within the District as requested in the Petition (the “CID Special Assessments”); and

**WHEREAS**, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official city newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

**WHEREAS**, on August 17, 2023, the Governing Body adopted Resolution No. R-53-23, directing that a public hearing on the proposed District be held on September 14, 2023, declaring its intent to impose a community improvement district sales tax, and requiring that the Unified Government Clerk provide notice for such public hearing as provided in the Act; and

**WHEREAS**, notice of the public hearing was duly published in the official Unified Government newspaper on August 24 and August 31, 2023, and mailed via certified mail to all property owners within the proposed District on August 25, 2023; and

**WHEREAS**, on this date, the Governing Body conducted a public hearing on the proposed District, the Projects, the estimated costs thereof, and the method of financing the same; and

**WHEREAS**, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Projects as described herein, approve the estimated costs of the Projects and the method of financing the same, all in accordance with the provisions of the Act.

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

**SECTION 1. Creation of Community Improvement District; Boundaries.** The Governing Body hereby finds and determines that the Petition is sufficient, and it is advisable to create, in accordance with the provisions of the Act, the District within the Unified Government. A legal description of the boundaries of the proposed District is set forth on **Exhibit A**, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed District is attached as **Exhibit B**, attached hereto and incorporated by reference herein.

**SECTION 2. Authorization of Community Improvement District Projects and Estimated Costs.** The general nature of the proposed projects described in the Petition to be constructed within the District is approved as follows (collectively, the “Projects”):

The development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N 86<sup>th</sup> Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the Unified Government’s and the petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

The estimated total costs of the Projects are \$344,700,000. The proceeds from the CID Sales Tax and CID Special Assessments available to reimburse costs of the Projects in no event shall exceed \$59,089,000 (the “CID Cap”). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax and CID Special Assessments for reimbursement of any and all costs of the Projects (whether via pay-as-you-go financing or issuance of bonds), and such CID Cap shall not include and shall be net of financing costs, issuance-related fees, and applicable reserves.

**SECTION 3. Method of Financing, CID Sales Tax, and CID Special Assessments.** It is proposed that the Projects be financed through a combination of private equity, private debt, and District financing (including the CID Sales Tax and the CID Special Assessments), either as pay-as-you-go financing or through the issuance of special obligation bonds, both as defined in the Act, such community improvement district bonds to be repaid by a pledge of the revenues received by the Unified Government from the CID Sales Tax and/or the CID Special Assessments. No full faith and credit bonds will be issued.

The Governing Body hereby imposes the CID Sales Tax within the District in an amount of two percent (2.00%) on the selling of tangible personal property at retail or the rendering or furnishing of services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the District. The CID Sales Tax will commence on April 1, 2025, or such other date as shall be approved by ordinance of the Governing Body, and to continue for a maximum term of twenty-two (22) years.

The maximum CID Special Assessments as set forth in the Petition and Resolution No. R-53-23 are hereby approved, such CID Special Assessments to be imposed in the amounts and method as described in the Petition pursuant to subsequent ordinance to be considered by the Governing Body.

**SECTION 4. Segregation of CID Special Assessment Revenues.** All revenues derived from the collection of the CID Sales Tax and CID Special Assessments shall be deposited into a special fund of the Unified Government to be designated as the Homefield Community Improvement District Revenue Fund, with such subaccounts as may be necessary for the issuance of any community improvement district bonds or repayment of costs of the Projects. Such revenues shall be used to pay the costs of the Projects and/or the community improvement district bonds.

**SECTION 5. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the Unified Government and publication once in the official newspaper of the Unified Government pursuant to applicable law.

**SECTION 6. Recording.** The Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Wyandotte County, Kansas.

[Balance of page intentionally left blank]

**PASSED** by the Governing Body on this September 14, 2023 and **APPROVED AND SIGNED** by the Mayor/CEO.

By:   
Mayor/CEO

[SEAL]

By:   
Unified Government Deputy Clerk

Approved as to form:

By:   
Office of Chief Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Wyandotte County, Kansas City, Kansas:

AREA A:

Lot 1, Tract A, Tract B, Tract C, Tract D, Tract E, and Tract F Homefield Perfect Game, recorded as Document 2022R-10236, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 2,143,491 square feet, or 49.21 acres, more or less.

AND:

AREA B:

Lot 1, Homefield Sports Training, recorded as Document 2022R-10237, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 995,998 square feet, or 22.87 acres, more or less.

AND:

AREA C:

All that part of Lot 1, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 1; The basis of bearing for the description is the Kansas Regional Coordinate System;

thence S 89°27'24" W with the South line of said Southeast Quarter Section 1, a distance of 100.50 feet;

thence N 00°32'36" W, perpendicular to the last described course, a distance of 70.00 feet to the Southeast corner of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence with the Southerly line of said Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 881.99 feet;

thence continuing with said Southerly line of Lot 1, N 63°07'50" W (N 64°52'17" W plat), a distance of 13.73 feet;

thence continuing with said Southerly line of Lot 1, N 00°36'14" W (N 02°20'41" W plat), a distance of 459.27 feet;

thence continuing with said Southerly line of Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 320.02 feet;

thence S 00°37'01" E, no longer with said Southerly line of Lot 1, a distance of 474.75 feet to a point in the Northerly right-of-way line of State Avenue, as now established;

thence S 89°25'10" W with said Northerly right-of-way line of State Avenue, a distance of 105.00 feet;

thence N 00°37'01" W (N 02°20'41" W plat) with the southerly prolongation of the Southerly course of said Southerly line of Lot 1, a distance of 34.23 feet to said Southerly line of Lot 1;

thence S 89°27'24" W (S 87°42'57" W plat) with said Southerly line of Lot 1, a distance of 61.85 feet (61.74 feet plat) to a point on the Northerly right-of-way line of N. 98<sup>th</sup> Street, as now established;

thence N 00°34'50" W (N 02°19'17" W plat) with the Northerly right-of-way line of N. 98<sup>th</sup> Street and said Southerly line of Lot 1, a distance of 65.73 feet (65.74 feet plat);

thence continuing with the Northerly right-of-way line of N. 98<sup>th</sup> Street and the Southwesterly line of said Lot 1, Northerly, Northwesterly and Westerly on a curve to the left, tangent to the last described course, having a radius of 575.00 feet, a central angle of 99°37'9", an arc distance of 999.75 feet to the Southeast corner of said Lot 1, Homefield Camping World - Second Plat and the Point of Beginning;

thence N 01°46'30" E with the Easterly line of said Lot 1, Homefield Camping World - Second Plat, a distance of 532.21 feet;

thence N 01°18'58" E, continuing with said Easterly line of Lot 1, a distance of 47.88 feet;

thence Northerly, Northwesterly and Westerly on a curve to the left, continuing with said Easterly line of Lot 1, tangent to the last described course, having a radius of 137.00 feet, a central angle of 27°16'31", and an arc distance of 65.22 feet;

thence N 65°06'49" E, no longer with said Easterly line of Lot 1, a distance of 61.38 feet;

thence N 01°44'28" E, a distance of 128.37 feet;

thence Northerly on a curve to the right, tangent to the last described course, having a radius of 2030.00 feet, a central angle of 01°52'15", and an arc distance of 66.28 feet;

thence N 03°36'43" E, a distance of 277.96 feet;

thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 483.00 feet, a central angle of 61°50'04", and an arc distance of 521.26 feet to a point of compound curvature;

thence Northeasterly along a curve to the right, tangent to the last described curve, having a radius of 1253.00 feet, a central angle of 01°00'30", and an arc distance of 22.05 feet;

thence N 02°54'16" W, a distance of 595.78 feet to a point on the Northerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence N 75°36'18" E (N 73°51'51" E plat), with the Northerly line of Lot 1, a distance of 344.51 feet;

thence N 57°08'29" E (N 55°24'02" E plat), continuing with said Northerly line of Lot 1, a distance of 167.33 feet;

thence, S 41°04'52" E (S 42°49'19" E plat), continuing with said Northerly line of Lot 1, a distance of 129.95 feet;

thence N 76°56'14" E (N 75°11'47" E plat), continuing with said Northerly line of Lot 1, a distance of 141.97 feet;

thence S 04°17'54" E, no longer with said Northerly line of Lot 1, a distance of 795.57 feet;

thence Southeasterly along a curve to the right, having an initial tangent bearing of S 40°09'04" E, a radius of 498.00 feet, a central angle of 13°31'44", and an arc distance of 117.59 feet to a point of reverse curvature;

thence Southeasterly along a curve to the left, tangent to the last described curve, having a radius of 942.00 feet, a central angle of 15°22'10", and an arc distance of 252.69 feet to a point of reverse curvature;

thence Southerly along a curve to the right, tangent to the last described curve, having a radius of 397.00 feet, a central angle of 47°07'40", and an arc distance of 326.55 feet;

thence N 89°29'55" E, a distance of 28.85' to the northwest corner of Tract A, Homefield Multifamily Plat;

thence Southerly on a curve to the right, with the Northwesterly line of said Tract A and Lot 1, Homefield Multifamily Plat, having an initial tangent bearing of S 21°18'14" W, a radius of 924.50 feet, a central angle of 14°53'27" and an arc distance of 240.27 feet to a point of compound curvature;

thence Southwesterly on a curve to the right, with the Northwesterly line of said Lot 1, no longer with the Northwesterly line of said Tract A, tangent to the last described curve, having a radius of 830.00 feet, a central angle of 14°57'10" and an arc distance of 216.61 feet;

thence N 40°36'13" W, no longer with the Northwesterly line of said Lot 1, a distance of 60.01 feet;

thence S 69°13'04" W, a distance of 569.59 feet;

thence N 62°55'08" W, a distance of 79.78 feet;

thence N 89°10'51" W, a distance of 399.68 feet;

thence S 04°31'41" E, a distance of 80.36 feet;

thence S 01°46'30" W, a distance of 295.55 to a point on the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat, said point also being on the Northerly right-of-way of N. 98<sup>th</sup> Street, as now established;

thence along a curve to the left, with the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat and Northerly right-of-way of N. 98<sup>th</sup> Street, having a radius of 575.00 feet, a central angle of 14°02'17", and an arc distance of 140.88 feet to the Point of Beginning.

The above described tract contains 1,904,619 square feet, or 43.72 acres, more or less.

AND:

AREA D:

All that part of Lot 3, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 3; the basis of bearing for the description is the Kansas Regional Coordinate System;

thence N 89°27'24" E (N 87°42'57" W plat) with the Southerly line of Lot 3, Schlitterbahn Vacation Village Second Plat and also being the Northerly right-of-way of State Avenue, as now established, a distance of 490.38 feet to the Point of Beginning;

thence continuing with said Southerly line of Lot 3 and Northerly right-of-way of State Avenue, N 89°27'24" E (N 87°42'57" W plat), a distance of 265.17 feet;

thence Northeasterly along a curve to the left, tangent to the last described course and with the Southeasterly line of said Lot 3 having a radius of 182.00 feet, a central angle of 118°41'07", and an arc distance of 377.00 feet to a point of compound curvature;

thence Northwesterly along a curve to the left, tangent to the last described curve, with the Northerly line of said Lot 3 and the Southerly right-of-way of N. 98<sup>th</sup> Street, as now established, having a radius of 425.00 feet; a central angle of 65°39'30", an arc distance of 487.03 feet;

thence S 01°46'30" W, no longer with the Northerly line of said Lot 3, a distance of 489.54 feet to the Point of Beginning.

The above described tract contains 177,934 square feet, or 4.08 acres, more or less.

AND:

AREA E:

All that part of public right of way for N. 98<sup>th</sup> Street lying in Section 1, Township 11 South, Range 23 East adjacent to Lot 3, Schlitterbahn Vacation Village, Second Plat.

Also,

All that part of public right of way for State Avenue lying in Section 1, Township 11 South, Range 23 East and Section 12, Township 11 South, Range 23 East and Section 6, Township 11 South, Range 24 East and Section 7, Township 11 South, Range 24 East from the West line of the Southeast Quarter of Section 1, Township 11 South, Range 23 East to the East line of the Northwest Quarter of Section 7, Township 11 South, Range 24 East.

Also,

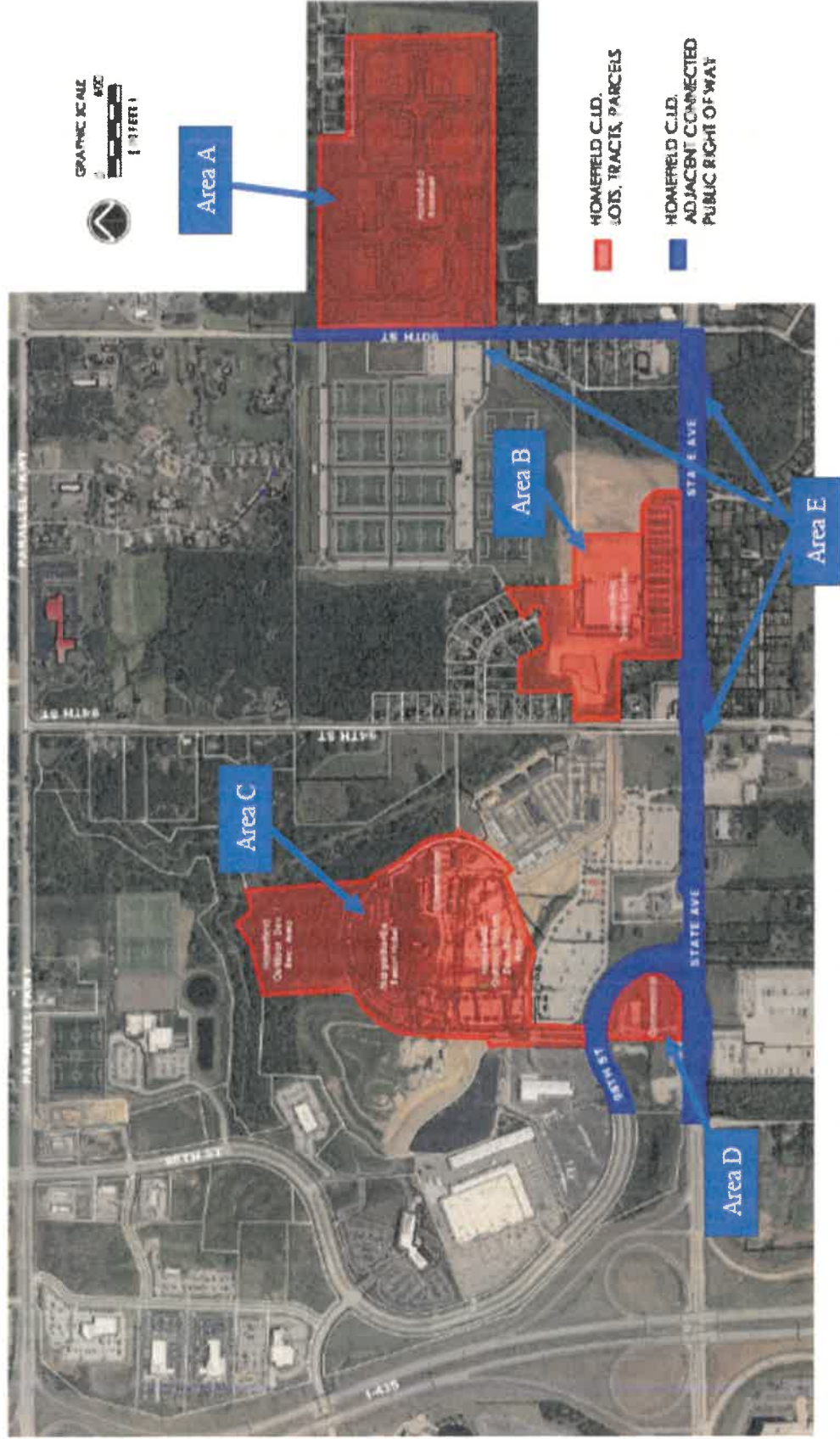
All that part of public right of way for N. 90<sup>th</sup> Street lying in the South Half of Section 6, Township 11 South, Range 24 East

The above described tract contains approximately 28.38 acres.

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**EXHIBIT B**

**MAP OF COMMUNITY IMPROVEMENT DISTRICT**



**ORDINANCE NO. O- 127-23**

**AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO LEVY SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF COMMUNITY IMPROVEMENT DISTRICT IMPROVEMENTS AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.**

**WHEREAS** the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) has created the Homefield Community Improvement District (the “District”) and authorized certain improvements thereon as described herein (the “Projects”) to be constructed pursuant to K.S.A. 12-6a26 *et seq.* (the “Act”); and

**WHEREAS**, the owners of 100% of the real property set forth in **Exhibit A** (the “Property”) have executed a waiver of assessment proceedings (the “Waiver”) (a) waiving formal notice of and holding of a public hearing regarding the levy of special assessments upon the Property (the “Assessments”); (b) consenting to the levy of the Assessments; and (c) waiving the 30-day period following the publication of the ordinance levying the Assessments to contest the Assessments.

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

**Section 1. Levy of Assessments.** For the purpose of paying a portion of the costs of the following described Projects:

**Ordinance No. O-127-23. Homefield Community Improvement District.** The development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N 86<sup>th</sup> Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the Unified Government’s and the petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act;

there are hereby levied and assessed against the Property described in **Exhibits A** and **B** the maximum amounts set forth in **Exhibit C**. Pursuant to K.S.A. 12-6a09(c), if the final cost of the completed Projects is less than the maximum amount of assessments shown on **Exhibit C**, then the Unified Government shall decrease the Assessments to reflect the actual cost of the completed Projects.

**Section 2. Payment of Assessments.** The amounts so levied and assessed in **Section 1** of this Ordinance shall be due and payable from and after the date of publication of this Ordinance or a summary thereof as further set forth in the Exhibits hereto.

**Section 3. Certification.** The Assessments shall be certified by the Unified Government Clerk in the same manner and at the same time as other taxes are certified and will be collected in not more than

twenty (20) annual installments. The interest for one year on any unpaid installments shall be added to each subsequent installment until paid.

**Section 4. Effective Date.** This Ordinance shall take effect and be in force from and after its passage, approval and publication (or a summary thereof) once in the official newspaper of the Unified Government.

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**PASSED** by the Governing Body on this September 28, 2023 and **APPROVED AND SIGNED** by the Mayor/CEO.

By:   
Mayor/CEO

[SEAL]

By:   
Unified Government Interim Clerk

Approved as to form:

By:   
Office of Chief Counsel

**EXHIBIT A -- LEGAL DESCRIPTION OF PROPERTY**

The following property located in Wyandotte County, Kansas City, Kansas:

AREA A:

Lot 1, Tract A, Tract B, Tract C, Tract D, Tract E, and Tract F Homefield Perfect Game, recorded as Document 2022R-10236, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 2,143,491 square feet, or 49.21 acres, more or less.

AND:

AREA B:

Lot 1, Homefield Sports Training, recorded as Document 2022R-10237, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 995,998 square feet, or 22.87 acres, more or less.

AND:

AREA C:

All that part of Lot 1, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 1; The basis of bearing for the description is the Kansas Regional Coordinate System;

thence S 89°27'24" W with the South line of said Southeast Quarter Section 1, a distance of 100.50 feet;

thence N 00°32'36" W, perpendicular to the last described course, a distance of 70.00 feet to the Southeast corner of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence with the Southerly line of said Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 881.99 feet;

thence continuing with said Southerly line of Lot 1, N 63°07'50" W (N 64°52'17" W plat), a distance of 13.73 feet;

thence continuing with said Southerly line of Lot 1, N 00°36'14" W (N 02°20'41" W plat), a distance of 459.27 feet;

thence continuing with said Southerly line of Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 320.02 feet;

thence S 00°37'01" E, no longer with said Southerly line of Lot 1, a distance of 474.75 feet to a point in the Northerly right-of-way line of State Avenue, as now established;

thence S 89°25'10" W with said Northerly right-of-way line of State Avenue, a distance of 105.00 feet;

thence N 00°37'01" W (N 02°20'41" W plat) with the southerly prolongation of the Southerly course of said Southerly line of Lot 1, a distance of 34.23 feet to said Southerly line of Lot 1;

thence S 89°27'24" W (S 87°42'57" W plat) with said Southerly line of Lot 1, a distance of 61.85 feet (61.74 feet plat) to a point on the Northerly right-of-way line of N. 98<sup>th</sup> Street, as now established;

thence N 00°34'50" W (N 02°19'17" W plat) with the Northerly right-of-way line of N. 98<sup>th</sup> Street and said Southerly line of Lot 1, a distance of 65.73 feet (65.74 feet plat);

thence continuing with the Northerly right-of-way line of N. 98<sup>th</sup> Street and the Southwesterly line of said Lot 1, Northerly, Northwesterly and Westerly on a curve to the left, tangent to the last described course, having a radius of 575.00 feet, a central angle of 99°37'9", an arc distance of 999.75 feet to the Southeast corner of said Lot 1, Homefield Camping World - Second Plat and the Point of Beginning;

thence N 01°46'30" E with the Easterly line of said Lot 1, Homefield Camping World - Second Plat, a distance of 532.21 feet;

thence N 01°18'58" E, continuing with said Easterly line of Lot 1, a distance of 47.88 feet;

thence Northerly, Northwesterly and Westerly on a curve to the left, continuing with said Easterly line of Lot 1, tangent to the last described course, having a radius of 137.00 feet, a central angle of 27°16'31", and an arc distance of 65.22 feet;

thence N 65°06'49" E, no longer with said Easterly line of Lot 1, a distance of 61.38 feet;

thence N 01°44'28" E, a distance of 128.37 feet;

thence Northerly on a curve to the right, tangent to the last described course, having a radius of 2030.00 feet, a central angle of 01°52'15", and an arc distance of 66.28 feet;

thence N 03°36'43" E, a distance of 277.96 feet;

thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 483.00 feet, a central angle of 61°50'04", and an arc distance of 521.26 feet to a point of compound curvature;

thence Northeasterly along a curve to the right, tangent to the last described curve, having a radius of 1253.00 feet, a central angle of 01°00'30", and an arc distance of 22.05 feet;

thence N 02°54'16" W, a distance of 595.78 feet to a point on the Northerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence N 75°36'18" E (N 73°51'51" E plat), with the Northerly line of Lot 1, a distance of 344.51 feet;

thence N 57°08'29" E (N 55°24'02" E plat), continuing with said Northerly line of Lot 1, a distance of 167.33 feet;

thence, S 41°04'52" E (S 42°49'19" E plat), continuing with said Northerly line of Lot 1, a distance of 129.95 feet;

thence N 76°56'14" E (N 75°11'47" E plat), continuing with said Northerly line of Lot 1, a distance of 141.97 feet;

thence S 04°17'54" E, no longer with said Northerly line of Lot 1, a distance of 795.57 feet;

thence Southeasterly along a curve to the right, having an initial tangent bearing of S 40°09'04" E, a radius of 498.00 feet, a central angle of 13°31'44", and an arc distance of 117.59 feet to a point of reverse curvature;

thence Southeasterly along a curve to the left, tangent to the last described curve, having a radius of 942.00 feet, a central angle of 15°22'10", and an arc distance of 252.69 feet to a point of reverse curvature;

thence Southerly along a curve to the right, tangent to the last described curve, having a radius of 397.00 feet, a central angle of 47°07'40", and an arc distance of 326.55 feet;

thence N 89°29'55" E, a distance of 28.85' to the northwest corner of Tract A, Homefield Multifamily Plat;

thence Southerly on a curve to the right, with the Northwesterly line of said Tract A and Lot 1, Homefield Multifamily Plat, having an initial tangent bearing of S 21°18'14" W, a radius of 924.50 feet, a central angle of 14°53'27" and an arc distance of 240.27 feet to a point of compound curvature;

thence Southwesterly on a curve to the right, with the Northwesterly line of said Lot 1, no longer with the Northwesterly line of said Tract A, tangent to the last described curve, having a radius of 830.00 feet, a central angle of 14°57'10" and an arc distance of 216.61 feet;

thence N 40°36'13" W, no longer with the Northwesterly line of said Lot 1, a distance of 60.01 feet;

thence S 69°13'04" W, a distance of 569.59 feet;

thence N 62°55'08" W, a distance of 79.78 feet;

thence N 89°10'51" W, a distance of 399.68 feet;

thence S 04°31'41" E, a distance of 80.36 feet;

thence S 01°46'30" W, a distance of 295.55 to a point on the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat, said point also being on the Northerly right-of-way of N. 98<sup>th</sup> Street, as now established;

thence along a curve to the left, with the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat and Northerly right-of-way of N. 98<sup>th</sup> Street, having a radius of 575.00 feet, a central angle of 14°02'17", and an arc distance of 140.88 feet to the Point of Beginning.

The above described tract contains 1,904,619 square feet, or 43.72 acres, more or less.

AND:

AREA D:

All that part of Lot 3, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a

subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 3; the basis of bearing for the description is the Kansas Regional Coordinate System;

thence N 89°27'24" E (N 87°42'57" W plat) with the Southerly line of Lot 3, Schlitterbahn Vacation Village Second Plat and also being the Northerly right-of-way of State Avenue, as now established, a distance of 490.38 feet to the Point of Beginning;

thence continuing with said Southerly line of Lot 3 and Northerly right-of-way of State Avenue, N 89°27'24" E (N 87°42'57" W plat), a distance of 265.17 feet;

thence Northeasterly along a curve to the left, tangent to the last described course and with the Southeasterly line of said Lot 3 having a radius of 182.00 feet, a central angle of 118°41'07", and an arc distance of 377.00 feet to a point of compound curvature;

thence Northwesterly along a curve to the left, tangent to the last described curve, with the Northerly line of said Lot 3 and the Southerly right-of-way of N. 98<sup>th</sup> Street, as now established, having a radius of 425.00 feet; a central angle of 65°39'30", an arc distance of 487.03 feet;

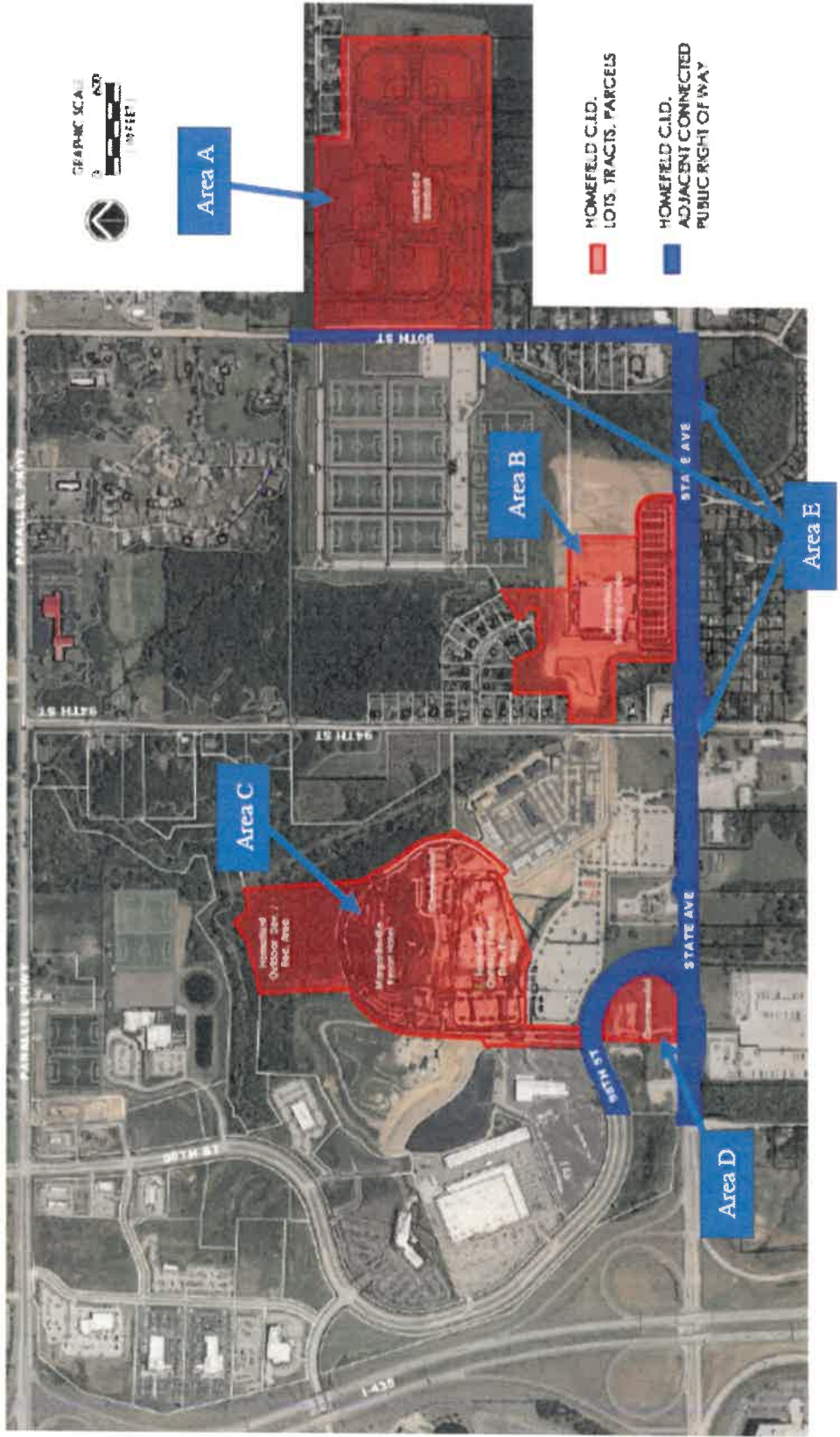
thence S 01°46'30" W, no longer with the Northerly line of said Lot 3, a distance of 489.54 feet to the Point of Beginning.

The above described tract contains 177,934 square feet, or 4.08 acres, more or less.

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**EXHIBIT B**

**MAP OF PROPERTY**



**EXHIBIT C  
ASSESSMENTS**

The aggregate amount of Assessments to be levied against the Property within the District shall be as set forth in the table below. Areas C and D shall be assessed the amounts set forth below, with assessments on each of Area C and Area D not to exceed \$59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves), pursuant to the Petition.

CID Year	Year**	Collection Period	Area A^^		Area B^^		Area C^^ - Assessment #1*		Area C^^ - Assessment #2^		Area D^^		Area E^^	
			N/A	N/A	Resort Fee	Ticket Fee	Ticket Fee	Ticket Fee	Ticket Fee	N/A	N/A			
1	2025	July 1, 2024 - June 30, 2025					\$30.00	\$2.00	\$2.00	\$2.00		\$2.00		N/A
2	2026	July 1, 2025 - June 30, 2026					30.60	2.04	2.04	2.04		2.04		
3	2027	July 1, 2026 - June 30, 2027					31.21	2.08	2.08	2.08		2.08		
4	2028	July 1, 2027 - June 30, 2028					31.84	2.12	2.12	2.12		2.12		
5	2029	July 1, 2028 - June 30, 2029					32.47	2.16	2.16	2.16		2.16		
6	2030	July 1, 2029 - June 30, 2030					33.12	2.21	2.21	2.21		2.21		
7	2031	July 1, 2030 - June 30, 2031					33.78	2.25	2.25	2.25		2.25		
8	2032	July 1, 2031 - June 30, 2032					34.46	2.30	2.30	2.30		2.30		
9	2033	July 1, 2032 - June 30, 2033					35.15	2.34	2.34	2.34		2.34		
10	2034	July 1, 2033 - June 30, 2034					35.85	2.39	2.39	2.39		2.39		
11	2035	July 1, 2034 - June 30, 2035					36.57	2.44	2.44	2.44		2.44		
12	2036	July 1, 2035 - June 30, 2036					37.30	2.49	2.49	2.49		2.49		
13	2037	July 1, 2036 - June 30, 2037					38.05	2.54	2.54	2.54		2.54		
14	2038	July 1, 2037 - June 30, 2038					38.81	2.59	2.59	2.59		2.59		
15	2039	July 1, 2038 - June 30, 2039					39.58	2.64	2.64	2.64		2.64		
16	2040	July 1, 2039 - June 30, 2040					40.38	2.69	2.69	2.69		2.69		
17	2041	July 1, 2040 - June 30, 2041					41.18	2.75	2.75	2.75		2.75		
18	2042	July 1, 2041 - June 30, 2042					42.01	2.80	2.80	2.80		2.80		
19	2043	July 1, 2042 - June 30, 2043					42.85	2.86	2.86	2.86		2.86		
20	2044	July 1, 2043 - June 30, 2044					43.70	2.91	2.91	2.91		2.91		

MGV

LN

A9

\*Per hotel room night during collection period

^Per museum and arena admission ticket issued during collection period

Annual escalation: 2.0%

\*\* "Year" refers to tax year. E.g., Special Assessments for "2025" will be on the tax bill received by the property owner(s) in November 2025.

^^ Refer to the parcels identified in Exhibits A and B.

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**AMENDED PETITION  
FOR MODIFICATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

**HOMEFIELD**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**October 14, 2025**

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**AMENDED PETITION FOR MODIFICATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

**TO:** The Governing Body,  
Unified Government of Wyandotte County/Kansas City, Kansas

The undersigned, being the owners of record, whether resident or not, of more than fifty-five percent (55%) of the land area, and more than fifty-five percent (55%) by assessed value of the land area, contained within the hereinafter described community improvement district hereby petition the Unified Government of Wyandotte County/Kansas City, Kansas (the “UG”) to modify the community improvement district as hereinafter set forth, all in the manner provided by K.S.A 12-6a26 *et seq.* (the “Act”). In furtherance of such request, the petitioners state as follows:

1. **MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT**

A map of the proposed community improvement district (the “District”) is attached hereto as **EXHIBIT A**.

The legal description of the District is attached hereto as **EXHIBIT B**.

2. **GENERAL NATURE**

The general nature of the proposed projects (the “Projects”) is as follows:

The development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N 86<sup>th</sup> Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the UG and the petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. **BUT FOR**

The petitioner certifies to the UG that but for the creation of the District and the anticipated reimbursement of the costs of the Projects with revenue from the CID Sales Tax, the Projects would not occur.

4. **ESTIMATED COST**

The total estimated cost of the Projects is \$344,700,000. The proceeds from the CID Sales Tax shall be available to reimburse CID Project Costs but in no event shall exceed the maximum amount set forth in the development agreement between the UG and HFS KCK, LLC (the “CID Cap”). For purposes of this Petition, the term “CID Project Costs” means those costs eligible to be paid from District revenues for the Projects in accordance with K.S.A. 12-6a26 *et seq.* and the budget attached hereto as **EXHIBIT C**.

5. **PROPOSED METHOD OF FINANCING**

It is proposed that the Projects be financed through a combination of private equity, private debt, and District financing (including the CID Sales Tax), either as pay-as-you-go financing or through the issuance of special obligation bonds, both as defined in the Act.

6. **PROPOSED METHOD AND AMOUNT OF ASSESSMENT**

No District special assessments are proposed. The undersigned explicitly request the removal of the District special assessments proposed under the Petition dated August 7, 2023, and imposed pursuant to Ordinance No. O-127-23 of the UG.

7. **PROPOSED AMOUNT OF SALES TAX**

It is being proposed that the Projects be financed in part through the levying of a 2.0% District sales tax as authorized by the Act, with such sales tax to commence on April 1, 2025 or such other date as shall be approved by ordinance of the UG, and to continue for a maximum term of twenty-two (22) years (the “CID Sales Tax”).

8. **FINANCIAL ABILITY TO COMPLETE AND OPERATE**

The undersigned hereby state that they have the financial ability to complete and operate the Projects.

9. **NOTICE TO PETITION SIGNERS**

**NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS HEREOF AFTER THE UG COMMENCES CONSIDERATION OF THIS PETITION, OR LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK, WHICHEVER OCCURS FIRST.**

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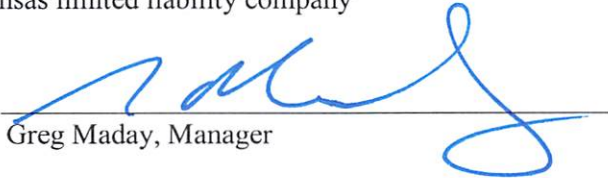
IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the District at the dates set forth opposite their respective signatures below:

**Property owned within District:**

**Legal Description of parcel:** Area D (See **EXHIBIT B** attached hereto)

**ATLAS9 KC JV, LLC**  
a Kansas limited liability company

By:

  
Greg Maday, Manager

**ACKNOWLEDGMENT**


STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

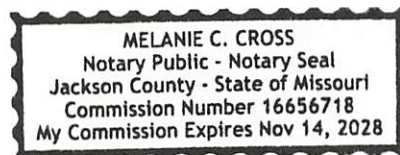
Be it remembered that on this 25<sup>th</sup> day of September, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of ATLAS9 KC JV, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

11.14.2028

  
Notary Public in and for said County and State  
Print Name: Melanie C. Cross

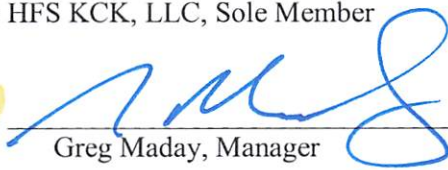


IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite its signature below:

**Property owned within District:**

**Legal Description of parcel:** Area A (See EXHIBIT B attached hereto)

**HFBB KCK, LLC,**  
a Kansas limited liability company

By: HFS KCK, LLC, Sole Member  
By:   
Greg Maday, Manager


**ACKNOWLEDGMENT**

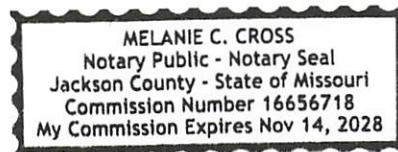
STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

Be it remembered that on this 25<sup>th</sup> day of September, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, a Kansas limited liability company, the Sole Member of HFBB KCK, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:  
11.14.2028

  
Notary Public in and for said County and State  
Print Name: Melanie C. Cross



IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the District at the dates set forth opposite their respective signatures below:

**Property owned within District:**

**Legal Description of parcel:** A portion of Area C (See **EXHIBIT B** attached hereto)

**HFMGV KCK OWNER, LLC**  
a Kansas limited liability company

By: HFMGV KCK, LLC, its Member

By: HFMGV KCK Holdings, LLC, its Manager

By: HFS KCK, LLC, its Sole Member

By:   
Greg Maday, Manager

**ACKNOWLEDGMENT**


STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

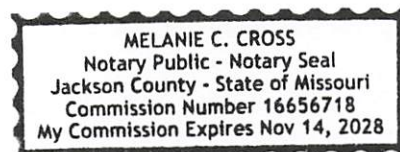
Be it remembered that on this 25<sup>th</sup> day of September, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, the Sole Member of HFMGV KCK Holdings, LLC, the Manager of HFMGV KCK, LLC, the Member of HFMGV KCK OWNER, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

11.14.2028

  
Notary Public in and for said County and State  
Print Name: Melanie C. Cross




IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the District at the dates set forth opposite their respective signatures below:

**Property owned within District:**

**Legal Description of parcel:** A portion of Area C (See EXHIBIT B attached hereto)

**HFS KCK, LLC**  
a Kansas limited liability company

By:   
Greg Maday, Manager

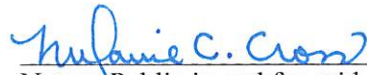
**ACKNOWLEDGMENT**

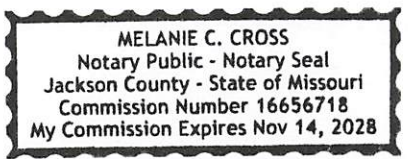
STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

Be it remembered that on this 25<sup>th</sup> day of September, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:  
11.14.2028

  
Notary Public in and for said County and State  
Print Name: Melanie C. Cross



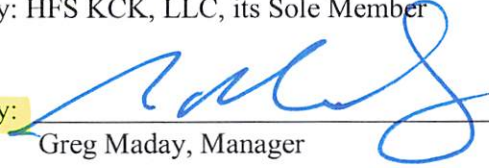
IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the District at the dates set forth opposite their respective signatures below:

**Property owned within District:**

**Legal Description of parcel:** Area B (See **EXHIBIT B** attached hereto)

**HFTF KCK, LLC**  
a Kansas limited liability company

By: HFS KCK, LLC, its Sole Member

By:   
Greg Maday, Manager

**ACKNOWLEDGMENT**

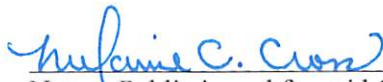
STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

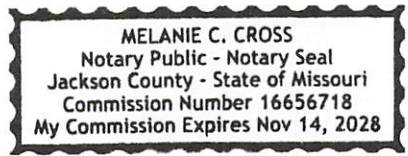
Be it remembered that on this 25<sup>th</sup> day of September, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, the Sole Member of HFTF KCK, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

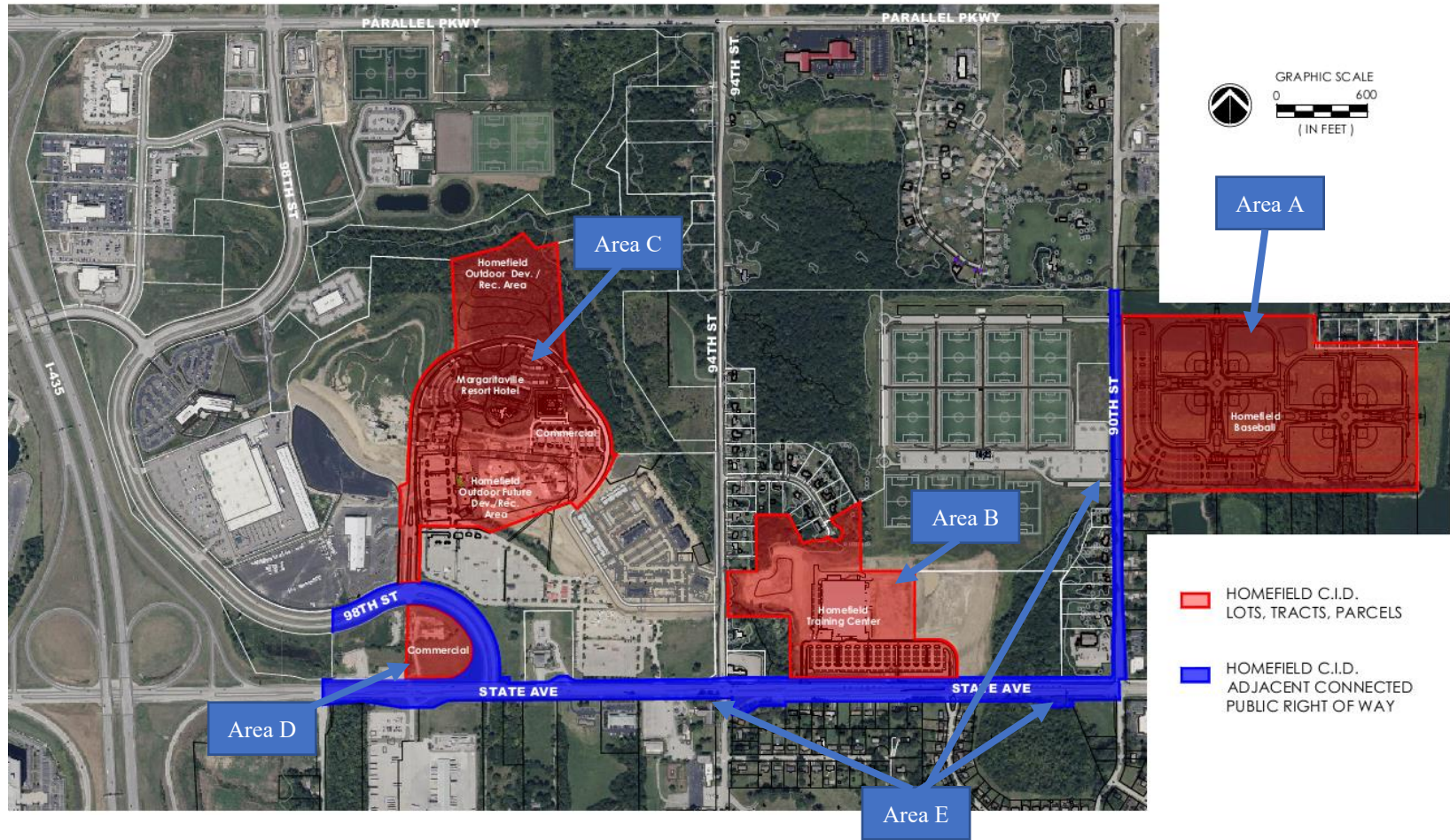
My Commission Expires:

11.14.2028

  
Notary Public in and for said County and State  
Print Name: Melanie C. Cross



**EXHIBIT A**  
**MAP OF DISTRICT**



**EXHIBIT B**

**LEGAL DESCRIPTION OF DISTRICT**

AREA A:

Lot 1, Tract A, Tract B, Tract C, Tract D, Tract E, and Tract F Homefield Perfect Game, recorded as Document 2022R-10236, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 2,143,491 square feet, or 49.21 acres, more or less.

AND:

AREA B:

Lot 1, Homefield Sports Training, recorded as Document 2022R-10237, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 995,998 square feet, or 22.87 acres, more or less.

AND:

AREA C:

All that part of Lot 1, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 1; The basis of bearing for the description is the Kansas Regional Coordinate System;

thence S 89°27'24" W with the South line of said Southeast Quarter Section 1, a distance of 100.50 feet;

thence N 00°32'36" W, perpendicular to the last described course, a distance of 70.00 feet to the Southeast corner of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence with the Southerly line of said Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 881.99 feet;

thence continuing with said Southerly line of Lot 1, N 63°07'50" W (N 64°52'17" W plat), a distance of 13.73 feet;

thence continuing with said Southerly line of Lot 1, N 00°36'14" W (N 02°20'41" W plat), a distance of 459.27 feet;

thence continuing with said Southerly line of Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 320.02 feet;

thence S 00°37'01" E, no longer with said Southerly line of Lot 1, a distance of 474.75 feet to a point in the Northerly right-of-way line of State Avenue, as now established;

thence S 89°25'10" W with said Northerly right-of-way line of State Avenue, a distance of 105.00 feet;

thence N 00°37'01" W (N 02°20'41" W plat) with the southerly prolongation of the Southerly course of said Southerly line of Lot 1, a distance of 34.23 feet to said Southerly line of Lot 1;

thence S 89°27'24" W (S 87°42'57" W plat) with said Southerly line of Lot 1, a distance of 61.85 feet (61.74 feet plat) to a point on the Northerly right-of-way line of N. 98<sup>th</sup> Street, as now established;

thence N 00°34'50" W (N 02°19'17" W plat) with the Northerly right-of-way line of N. 98<sup>th</sup> Street and said Southerly line of Lot 1, a distance of 65.73 feet (65.74 feet plat);

thence continuing with the Northerly right-of-way line of N. 98<sup>th</sup> Street and the Southwesterly line of said Lot 1, Northerly, Northwesterly and Westerly on a curve to the left, tangent to the last described course, having a radius of 575.00 feet, a central angle of 99°37'9", an arc distance of 999.75 feet to the Southeast corner of said Lot 1, Homefield Camping World - Second Plat and the Point of Beginning;

thence N 01°46'30" E with the Easterly line of said Lot 1, Homefield Camping World - Second Plat, a distance of 532.21 feet;

thence N 01°18'58" E, continuing with said Easterly line of Lot 1, a distance of 47.88 feet;

thence Northerly, Northwesterly and Westerly on a curve to the left, continuing with said Easterly line of Lot 1, tangent to the last described course, having a radius of 137.00 feet, a central angle of 27°16'31", and an arc distance of 65.22 feet;

thence N 65°06'49" E, no longer with said Easterly line of Lot 1, a distance of 61.38 feet;

thence N 01°44'28" E, a distance of 128.37 feet;

thence Northerly on a curve to the right, tangent to the last described course, having a radius of 2030.00 feet, a central angle of 01°52'15", and an arc distance of 66.28 feet;

thence N 03°36'43" E, a distance of 277.96 feet;

thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 483.00 feet, a central angle of 61°50'04", and an arc distance of 521.26 feet to a point of compound curvature;

thence Northeasterly along a curve to the right, tangent to the last described curve, having a radius of 1253.00 feet, a central angle of 01°00'30", and an arc distance of 22.05 feet;

thence N 02°54'16" W, a distance of 595.78 feet to a point on the Northerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence N 75°36'18" E (N 73°51'51" E plat), with the Northerly line of Lot 1, a distance of 344.51 feet;

thence N 57°08'29" E (N 55°24'02" E plat), continuing with said Northerly line of Lot 1, a distance of 167.33 feet;

thence, S 41°04'52" E (S 42°49'19" E plat), continuing with said Northerly line of Lot 1, a distance of 129.95 feet;

thence N 76°56'14" E (N 75°11'47" E plat), continuing with said Northerly line of Lot 1, a distance of 141.97 feet;

thence S 04°17'54" E, no longer with said Northerly line of Lot 1, a distance of 795.57 feet;

thence Southeasterly along a curve to the right, having an initial tangent bearing of S 40°09'04" E, a radius of 498.00 feet, a central angle of 13°31'44", and an arc distance of 117.59 feet to a point of reverse curvature;

thence Southeasterly along a curve to the left, tangent to the last described curve, having a radius of 942.00 feet, a central angle of 15°22'10", and an arc distance of 252.69 feet to a point of reverse curvature;

thence Southerly along a curve to the right, tangent to the last described curve, having a radius of 397.00 feet, a central angle of 47°07'40", and an arc distance of 326.55 feet;

thence N 89°29'55" E, a distance of 28.85' to the northwest corner of Tract A, Homefield Multifamily Plat;

thence Southerly on a curve to the right, with the Northwesterly line of said Tract A and Lot 1, Homefield Multifamily Plat, having an initial tangent bearing of S 21°18'14" W, a radius of 924.50 feet, a central angle of 14°53'27" and an arc distance of 240.27 feet to a point of compound curvature;

thence Southwesterly on a curve to the right, with the Northwesterly line of said Lot 1, no longer with the Northwesterly line of said Tract A, tangent to the last described curve, having a radius of 830.00 feet, a central angle of 14°57'10" and an arc distance of 216.61 feet;

thence N 40°36'13" W, no longer with the Northwesterly line of said Lot 1, a distance of 60.01 feet;

thence S 69°13'04" W, a distance of 569.59 feet;

thence N 62°55'08" W, a distance of 79.78 feet;

thence N 89°10'51" W, a distance of 399.68 feet;

thence S 04°31'41" E, a distance of 80.36 feet;

thence S 01°46'30" W, a distance of 295.55 to a point on the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat, said point also being on the Northerly right-of-way of N. 98<sup>th</sup> Street, as now established;

thence along a curve to the left, with the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat and Northerly right-of-way of N. 98<sup>th</sup> Street, having a radius of 575.00 feet, a central angle of 14°02'17", and an arc distance of 140.88 feet to the Point of Beginning.

The above described tract contains 1,904,619 square feet, or 43.72 acres, more or less.

AND:

AREA D:

All that part of Lot 3, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 3; the basis of bearing for the description is the Kansas Regional Coordinate System;

thence N 89°27'24" E (N 87°42'57" W plat) with the Southerly line of Lot 3, Schlitterbahn Vacation Village Second Plat and also being the Northerly right-of-way of State Avenue, as now established, a distance of 490.38 feet to the Point of Beginning;

thence continuing with said Southerly line of Lot 3 and Northerly right-of-way of State Avenue, N 89°27'24" E (N 87°42'57" W plat), a distance of 265.17 feet;

thence Northeasterly along a curve to the left, tangent to the last described course and with the Southeasterly line of said Lot 3 having a radius of 182.00 feet, a central angle of 118°41'07", and an arc distance of 377.00 feet to a point of compound curvature;

thence Northwesterly along a curve to the left, tangent to the last described curve, with the Northerly line of said Lot 3 and the Southerly right-of-way of N. 98<sup>th</sup> Street, as now established, having a radius of 425.00 feet; a central angle of 65°39'30", an arc distance of 487.03 feet;

thence S 01°46'30" W, no longer with the Northerly line of said Lot 3, a distance of 489.54 feet to the Point of Beginning.

The above described tract contains 177,934 square feet, or 4.08 acres, more or less.

AND:

AREA E:

All that part of public right of way for N. 98<sup>th</sup> Street lying in Section 1, Township 11 South, Range 23 East adjacent to Lot 3, Schlitterbahn Vacation Village, Second Plat.

Also,

All that part of public right of way for State Avenue lying in Section 1, Township 11 South, Range 23 East and Section 12, Township 11 South, Range 23 East and Section 6, Township 11 South, Range 24 East and Section 7, Township 11 South, Range 24 East from the West line of the Southeast Quarter of Section 1, Township 11 South, Range 23 East to the East line of the Northwest Quarter of Section 7, Township 11 South, Range 24 East.

Also,

All that part of public right of way for N. 90<sup>th</sup> Street lying in the South Half of Section 6, Township 11 South, Range 24 East

The above described tract contains approximately 28.38 acres.

**EXHIBIT C**  
**ESTIMATED COST**

		<b>Total Est. Cost</b>	<b>Use of CID Revenues*</b>
Themed Hotel/Homefield Outdoor	Area C	\$ 145,000,000	\$ 29,461,000
Homefield Indoor Training Facility	Area B	\$ 60,000,000	\$ 4,648,000
Homefield Outdoor/Big Shots	Area C	\$ 20,000,000	\$ 1,034,000
Atlas 9	Area D	\$ 26,700,000	\$ 15,388,000
Arena	Area C	\$ 53,000,000	\$ 8,558,000
Homefield Baseball	Area A	\$ 40,000,000	\$ 0
	<b>Total:</b>	<b>\$ 344,700,000</b>	<b>\$ 59,089,000</b>

\*Reimbursable line item amounts are estimates and may be reallocated by HFS KCK, LLC (“Developer”), subject to the CID Cap and the Development Agreement entered into between Developer and the UG, as amended from time to time.



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
		Planning and Urban Design
AGENDA ITEM #9.5.		
ORDINANCE: REZONING PROPERTY (COZ2025-005)		
BACKGROUND		
AN ORDINANCE rezoning property at 13000, 12504, and 12340 Parallel Parkway (COZ2025-005) from A-G Agriculture District (WYCO) to B-P Planned Business Park District, RECOMMENDED FOR APPROVAL.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
coz2025-005 ordinance		

Approved by Mayor/Administrator to add to agenda.

(First published \_\_\_\_\_)

COZ2025-005

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE** rezoning property hereinafter described located at approximately 13000, 12504, and 12340 Parallel Parkway, in Kansas City, Kansas, by changing the same from its present zoning of A-G Agriculture District (WYCO) to B-P Planned Business Park District.

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

Section 1. It is hereby found and determined that a petition was filed on February 28, 2025, by the owners of property to have the zoning of said property changed from its present zoning of A-G Agriculture District (WYCO) to B-P Planned Business Park District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

BEGINNING at the Southwest corner of the Southwest Quarter of said Section 32; thence North 01 degree 21 minutes 39 seconds West, on the West line of said Southwest Quarter, a distance of 2,649.95 feet to the Northwest corner of said Southwest Quarter; thence North 88 degrees 08 minutes 43 seconds East, on the North line of said Southwest Quarter, a distance of 2,636.81 feet to the Center corner of said Section 32; thence North 88 degrees 09 minutes 45 seconds East, on the North line of the Southeast Quarter, a distance of 2,419.00 feet to a point on the West line of a tract of land described in Book 3715, Page 0537; thence departing said North line, South 01 degree 50 minutes 04 seconds East, parallel with the East line of said Southeast Quarter and on the West line of said tract of land, a distance of 135.00 feet to the Southwest corner thereof; thence departing said West line, North 88 degrees 09 minutes 45 seconds East, on the South line of said tract of land, a distance of 220.00 feet to a

point on said East line of said Southeast Quarter; thence South 01 degree 50 minutes 04 seconds East, departing said South line, on said East line, a distance of 458.56 feet to the Northeast plat corner of Wintergreen Acres No. 1, a subdivision in Kansas City, Wyandotte County, Kansas; thence South 88 degrees 16 minutes 05 seconds West, departing said East line, on the North line of said Wintergreen Acres No. 1, a distance of 440.00 feet to the Northwest corner of Lot 1 of said Wintergreen Acres No. 1; thence South 01 degree 50 minutes 04 seconds East, departing said North line, on the West line of said Wintergreen Acres No. 1, a distance of 1,500.00 feet to the Southwest corner of said Wintergreen Acres No. 1; thence North 88 degrees 16 minutes 05 seconds East, on the South line of said Wintergreen Acres No. 1, a distance of 440.00 feet to the Southeast corner thereof, said corner also lying on said East line of said Southeast Quarter; thence South 01 degree 50 minutes 04 seconds East, departing said South line, on said East line, a distance of 150.00 feet to the Northeast corner of said Wintergreen Acres No. 1, 1st Addition; thence South 88 degrees 03 minutes 49 seconds West, departing said East line, on the North line of said Wintergreen Acres No. 1, 1st Addition, a distance of 840.46 feet to the Northwest corner of Lot 1 of said Wintergreen Acres No. 1, 1st Addition; thence South 01 degree 54 minutes 53 seconds East, on the West line of said Wintergreen Acres No. 1, 1st Addition, a distance of 399.58 feet to a point on the South line of said Southeast Quarter; thence South 88 degrees 05 minutes 31 seconds West, on said South line, a distance of 484.55 feet to the Southeast corner of the West Half of said Southeast Quarter; thence North 01 degree 43 minutes 38 seconds West, departing said South line, on the East line of said West Half, and on the East line of a Tract of land described in Book 3578, Page 0658, a distance of 790.00 feet to the Northeast corner of said Tract; thence South 88 degrees 05 minutes 31 seconds West, departing said East lines, on the North line of said Tract, a distance of 550.00 feet to the Northwest corner of said Tract; thence South 01 degree 43 minutes 38 seconds East, on the West line of said Tract, a distance of 288.50 feet to a point on the North line of a Tract of land described in Document Number 2022R-17193; thence South 88 degrees 05 minutes 31 seconds West, departing said West line, on said North line, a distance of 482.42 feet to the Northwest corner of said Tract; thence North 01 degree 42 minutes 40 seconds West, departing said North line, a distance of 730.88 feet to a point; thence South 88 degrees 04 minutes 46 seconds West a distance of 1,411.55 feet to a point; thence South 01 degree 29 minutes 26 seconds East a distance of 1,232.34 feet to a point on the South line of said Southwest Quarter; thence South 88 degrees 04 minutes 46 seconds West, on said South line, a distance of 1524.42 feet to the POINT OF BEGINNING, containing 10,548,299 Square Feet or 242.1556 Acres, more or less, located at approximately 13000, 12504, and 12340 Parallel Parkway, Kansas City, Kansas.

be changed from its present zoning A-G Agriculture District (WYCO) to B-P Planned Business Park District, as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-472, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and maintained in the Planning and Urban Design Department as submitted to the Governing Body and received by the Unified Clerk.

Section 4. The Planning and Urban Design Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for B-P Planned Business Park District. Said District Map, previously incorporated by reference by Section 27-408 of the Code of Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2025.

UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS

BY: \_\_\_\_\_  
TYRONE GARNER  
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

\_\_\_\_\_  
UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CHIEF COUNSEL



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px;">           Michael Sutton, Redevelopment Coordinator         </div> mjsutton@wycokck.org X5749	Land Bank Approvals
AGENDA ITEM #11.1.		
LAND BANK OPTIONS		
BACKGROUND		
<p>The following <b>option application(s)</b> were presented at the 09/29/25 Neighborhood &amp; Community Development standing committee meetings:</p> <p>Please visit the new site to review the applications below:  <a href="https://gisapp.wycokck.org/Landbank.html">https://gisapp.wycokck.org/Landbank.html</a>            19 Single Family Homes            4 Multi-Family            1 Commercial</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
FC Memo Land Bank Options		

Approved by Mayor/Administrator to add to agenda.



**Wyandotte County Land Bank**  
 Economic Development Department  
 Jud Knapp, Manager

701 North 7<sup>th</sup> St., 4th Floor  
 Kansas City, Kansas 66101

Phone: (913) 573-5472  
 Fax: (913) 573-5745  
 Email: jknapp@wycokck.org

## M E M O R A N D U M

**TO:** Full Commission

**FROM:** Jud Knapp, Land Bank Manager

**DATE:** November 3, 2025

**SUBJECT:** Land Bank Options - No Opposition

Please visit the site to review the applications below  
<https://gisapp.wycokck.org/Landbank.html>

Item	Name	Type	Address	Parcel
A 1	Tonesia Vaughn	Single Family Home	2951 HUTCHINGS ST	158602
			2955 HUTCHINGS ST	158601
A 2	ABD Investments LLC	Single Family Home	2111 N 27TH ST	101106
A 3	William Meuschke	Single Family Home	1949 N 16TH ST	98524
A 5	JAMES EVERETTE	Single Family Home	206 QUINDARO BLVD	94585
			208 QUINDARO BLVD	94586
A 6	Juan Cisneros	Single Family Home	6200 MINNESOTA AVE	193413
A 7	Juan Cisneros	Single Family Home	5310 MUNCIE DR	51618
			5254 MUNCIE DR	918107
A 8	colin gardner	Single Family Home	616 S 10TH ST	71752
A 9	Aaron Mendoza	Single Family Home	6226 LONGWOOD AVE	804
A10	FMJ PROPERTIES LLC	Single Family Home	2814 N 21st ST	162935
			2812 N 21ST ST	162936
			2802 N 21ST ST	162939

Item	Name	Type	Address	Parcel
			2724 N 20TH ST	163022
			2726 N 20TH ST	163021
			2724 N 20TH ST	163022
			2642 N 20TH ST	163117
			2640 N 20TH ST	163116
B 1	Deborah Jones	Multi-Family	721 TROUP AVE	95115
			717 TROUP AVE	95114
			721 TROUP AVE	95115
			723 TROUP AVE	95116
C 1	Adrian Borunda	Commercial	233 N 10TH ST	223203



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">           Michael Sutton, Redevelopment Coordinator         </div> mjsutton@wycokck.org X5749	Land Bank Approvals
AGENDA ITEM #11.2.		
LAND BANK PROPERTY TRANSFERS		
BACKGROUND		
<p>The following <b>property transfer application(s)</b> were presented at the 09/29/25 Neighborhood &amp; Community Development standing committee meetings: Please visit the new site to review the applications below <a href="https://gisapp.wycokck.org/Landbank.html">https://gisapp.wycokck.org/Landbank.html</a> 15 Property Transfers</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
FC Memo Land Bank Property Transfers		

Approved by Mayor/Administrator to add to agenda.



**Wyandotte County Land Bank**  
 Economic Development Department  
 Jud Knapp, Manager

701 North 7<sup>th</sup> St., 4th Floor  
 Kansas City, Kansas 66101

Phone: (913) 573-5472  
 Fax: (913) 573-5745  
 Email: jknapp@wycokck.org

## M E M O R A N D U M

**TO:** Full Commission  
**FROM:** Jud Knapp, Land Bank Manager  
**DATE:** November 3, 2025  
**SUBJECT:** Land Bank Property Transfers -

Please visit the site to review the applications below <https://gisapp.wycokck.org/Landbank.html>

Item	Name	Type	Address	Parcel
PT 1	Louis C. Hughes	Garden	3517 N 47TH ST	91392 1
PT 2	Jori Sackin	Garden	1609 N 23RD ST	66105
PT 3	Erica Idalia Hernandez	Yard Extension	1920 SPRINGFIELD BLVD	11100 0
PT 5	New Testament Pentecostal Church	Yard Extension	2713 Farrow Ave	91043 5
			3148 N 27TH ST	91041 9
			3150 N 27TH ST	91042 9
PT 6	Eduardo Martinez	Yard Extension	1010 DODSON AVE	13911 3
PT 7	Carlos Mendoza	Yard Extension	1052 ARMSTRONG AVE	80427
PT 8	Maria Vazquez	Yard Extension	312 S VALLEY ST	67525
PT 9	Joseph Downs	Yard Extension	2048 N 7th St	11121 9
PT10	Nathen Richardson	Yard Extension	925 HASKELL AVE	15795 9
PT11	Greg Morrison	Yard Extension	2745 S HOLMES ST	13701 4
PT12	Dana R Jones	Donation	1302 SEMINARY ST	20880 0

Item	Name	Type	Address	Parcel
PT13	Dana R Jones	Donation	1303 SEMINARY ST	20870 1
PT14	Dana R Jones	Donation	1306 SEMINARY ST	20880 1





## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Terrie Garrison, Interim Director</div> tgarrison@wycokck.org x6726	Health Department
AGENDA ITEM #12.1.		
QUARTERLY UPDATE: BOARD OF HEALTH		
BACKGROUND		
A presentation highlighting the Wyandotte County Health Department's Response to Substance Abuse.  <i>For Information Only</i>		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Board of Health 10.2025 Final		

Approved by Mayor/Administrator to add to agenda.

Wyandotte County Public Health Department  
Response to

# Substance Use



**Public Health**  
Prevent. Promote. Protect.

## WyCo HD Response to Substance Use

- Narcan education and distribution
- Harm reduction kits
- WyCo Recovery Collective
- Peer support services

*All services are free of charge to Wyandotte county residents.*



Image Credit:  
[www.overdoseaction.org](http://www.overdoseaction.org)

# Harm Reduction at the Health Department

What is harm reduction?

*It is reducing the **harm** associated with drug use through a variety of public health interventions, with the belief that all people deserve safety and dignity.*

Free harm reduction tools from the Health Department:

- Narcan (naloxone)-an opioid overdose reversal medication
- Fentanyl test strips (FTS)-a tool for testing drugs for fentanyl
- Harm reduction kits-backpacks containing harm reduction supplies



# Harm Reduction Kits May Contain:

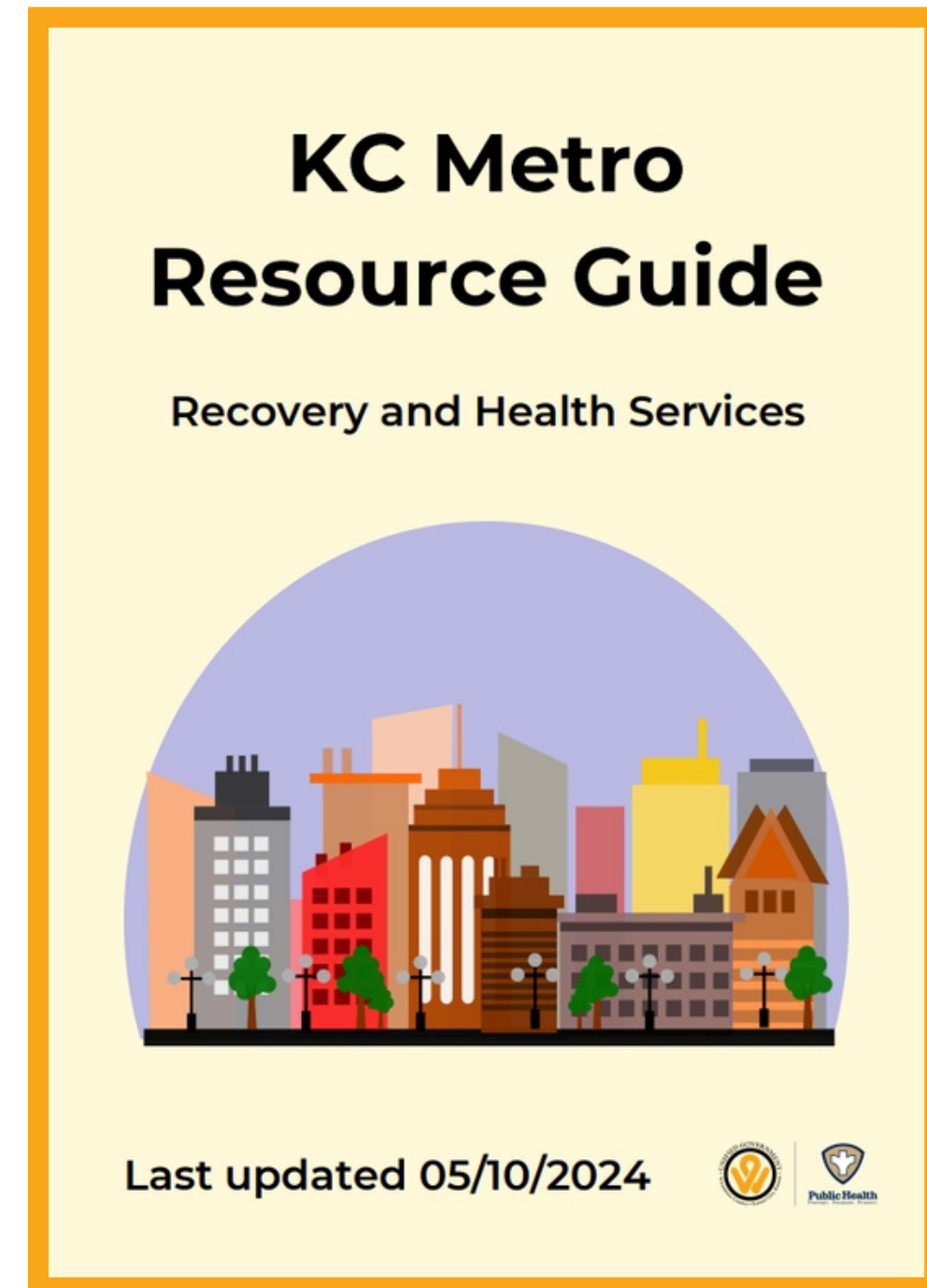
- Fentanyl test strips
- Narcan
- Information on how to use Narcan/FTS
  - in English or Spanish
- Peer Support Specialist contact cards
- Lockable medication bags
- 988 Suicide and Crisis Lifeline magnet
- Gun locks
- Condoms
- First aid items
- Hygiene supplies



# WyCo Recovery Collective

The Health Department substance use program meets bi-monthly with other local organizations in the recovery field as the WyCo Recovery Collective.

- Developed and distributes the KC Metro Resource Guide which includes:
  - AA and NA meetings
  - Wyandotte Oxford Houses
  - Treatment centers
  - Employment assistance
  - Domestic violence resources
  - Insurance assistance
  - Narcan sites
- Currently planning a county wide recovery summit event for 2026

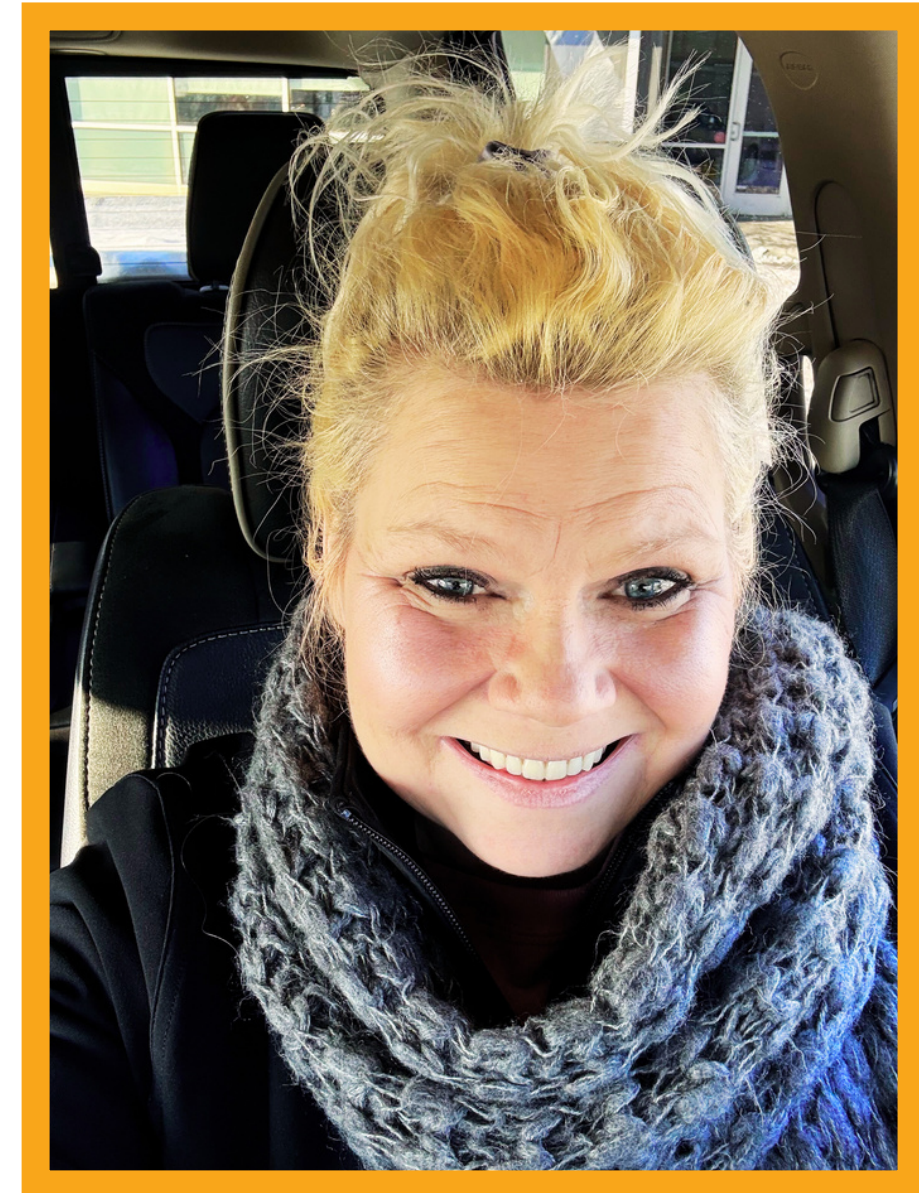


# Peer Support Specialists

The Health Department's certified Peer Support Specialists are responsible for helping individuals with substance use disorder (SUD) achieve their own recovery needs, wants and goals.

Peer Support Specialists receive referrals from:

- Wyandotte County Drug and Behavioral Court
- KCKPD and KCKFD
- KU Mental and Behavioral Health
- Local community recovery living houses like Oxford Houses and Shalom House
- Health Department walk-ins
- Cross-lines Outreach for the unhoused



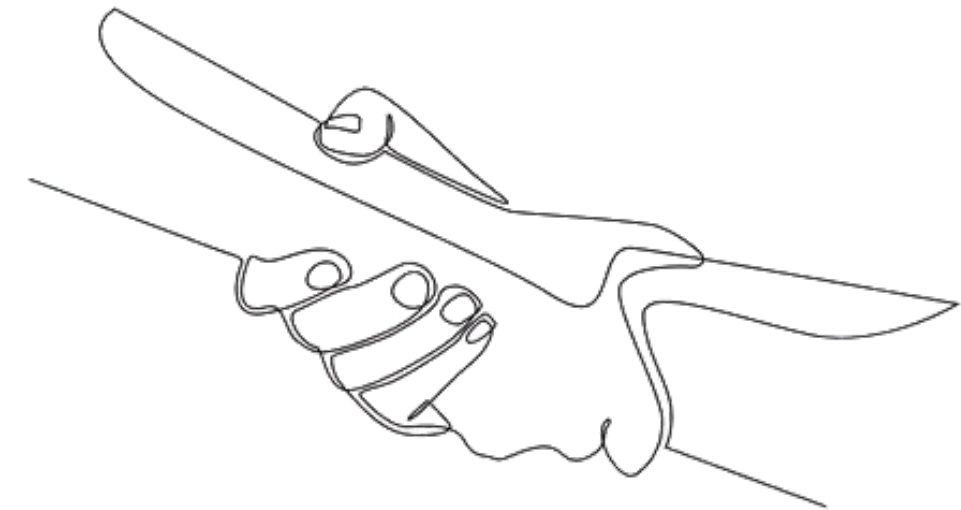
*Keather Sharp-Peer Support Specialist*

## Peer Support Client Quotes

*I just need friends that I can rely on, people that I can call if I'm struggling, and talk about things that I can't talk about with family, or they wouldn't understand."*

*"[Peer Support Specialist] is actually great, she helped me get my job, and she holds meetings herself, and we all still had our kids and they were able to come, and it was very welcoming. She is a blessing."*

*"Social support aspect of recovery-[Peer Support Specialist] has lived experience, so the mentorship piece is great. I am able to grow my sobriety network with her. I am not court ordered to attend, but I go to grow my community and know my neighbor."*

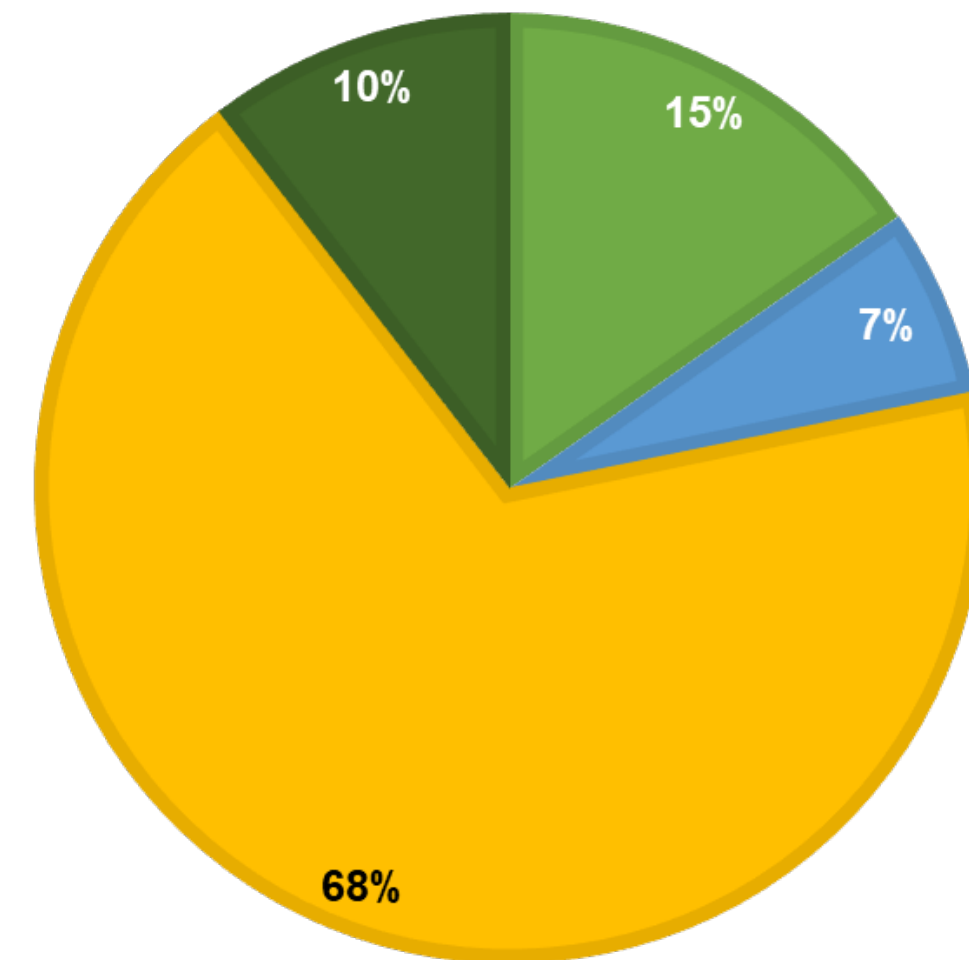


## WyCo HD Response to Substance Use - Financial

- All externally funded
- ARPA funded 1st ever dedicated staff position (Thank you!)
- Leveraged \$1.7M in grants (non-ARPA) since 2022
- Funded through competitive grants; need more stable funding sources
- Annual Program Cost: \$286,350

### GRANTS 2022-2025

■ NACCHO ■ ARPA ■ DOJ ■ Sunflower



# Opioid Settlement Funds

Proposed Health Department Uses of Settlement Funds:

Purpose	Amount
Narcan for Community Distribution	\$120,000
Opioid Community Education Outreach (including billboards, signage, etc.)	\$67,695
Health Department Total:	\$187,695

Out of \$635,324 for the county proposed in 2024  
(\$1,110,118 total proposed for city and county combined)

# Need services or know someone who does?

**Karah Barnes**-Substance Misuse Coordinator  
kbarnes@wycokck.org

**Keather Sharp**-Peer Support Specialist  
kesharp@wycokck.org

**Valentino "Tino" Barajas**-Peer Support Specialist  
vbarajas@wycokck.org



**Public Health**  
Prevent. Promote. Protect.

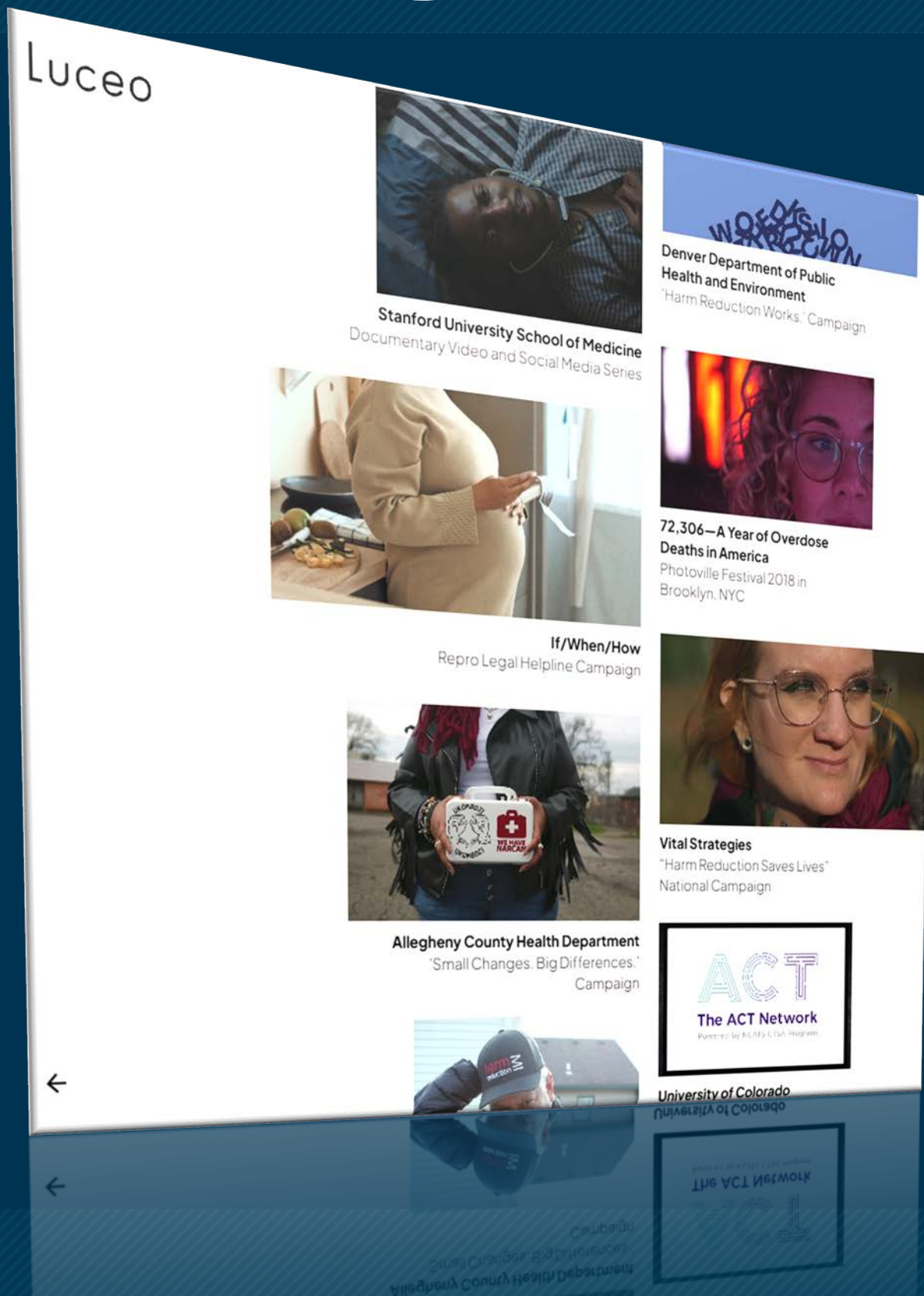


# Today's Drugs are Different

Opioid Awareness Campaign 2024

# Background

- MARC selected Luceo through RFP
- Overdose data
- Local people with lived experience
- Messages and images
- Regional Health Officials input
- Pilot Campaign November 2023
- UG Public Health Campaign 2024



# Target Audience

- Wyandotte County
- People 15-24
- Black people
- Men
- Friends, family and people in their social networks

**Budget: \$170,000**

# Outdoor | \$63,464

TODAY'S DRUGS ARE DIFFERENT



Test for fentanyl.  
Carry naloxone.  
Never use alone.

FirstCallKC.org  
816-361-5900



Las drogas de hoy son más peligrosas  
Detecta el fentanyl  
Lleva naloxona  
No uses solo



TODAY'S DRUGS ARE DIFFERENT  
Test for fentanyl.  
Carry naloxone.  
Never use alone.  
FirstCallKC.org  
816-361-5900

TODAY'S DRUGS ARE DIFFERENT



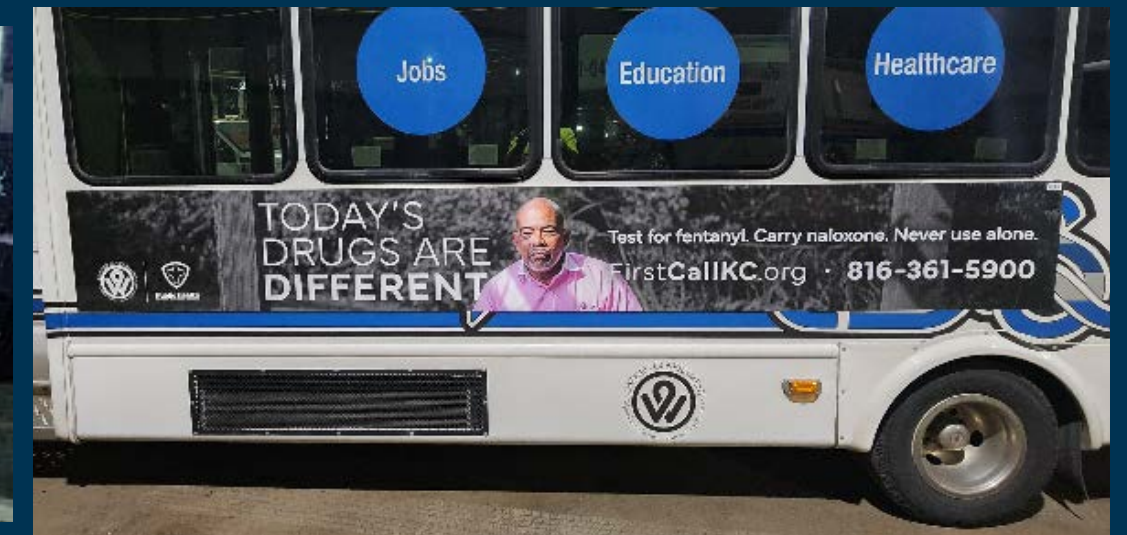
Test for fentanyl.  
Carry naloxone.  
Never use alone.

FirstCallKC.org  
816-361-5900



# Outdoor | Bus Signs

- Adspposure
- June to Aug.
- Signs on 31 buses that serve Wyandott County
- \$24,494
- 9.7 million impressions



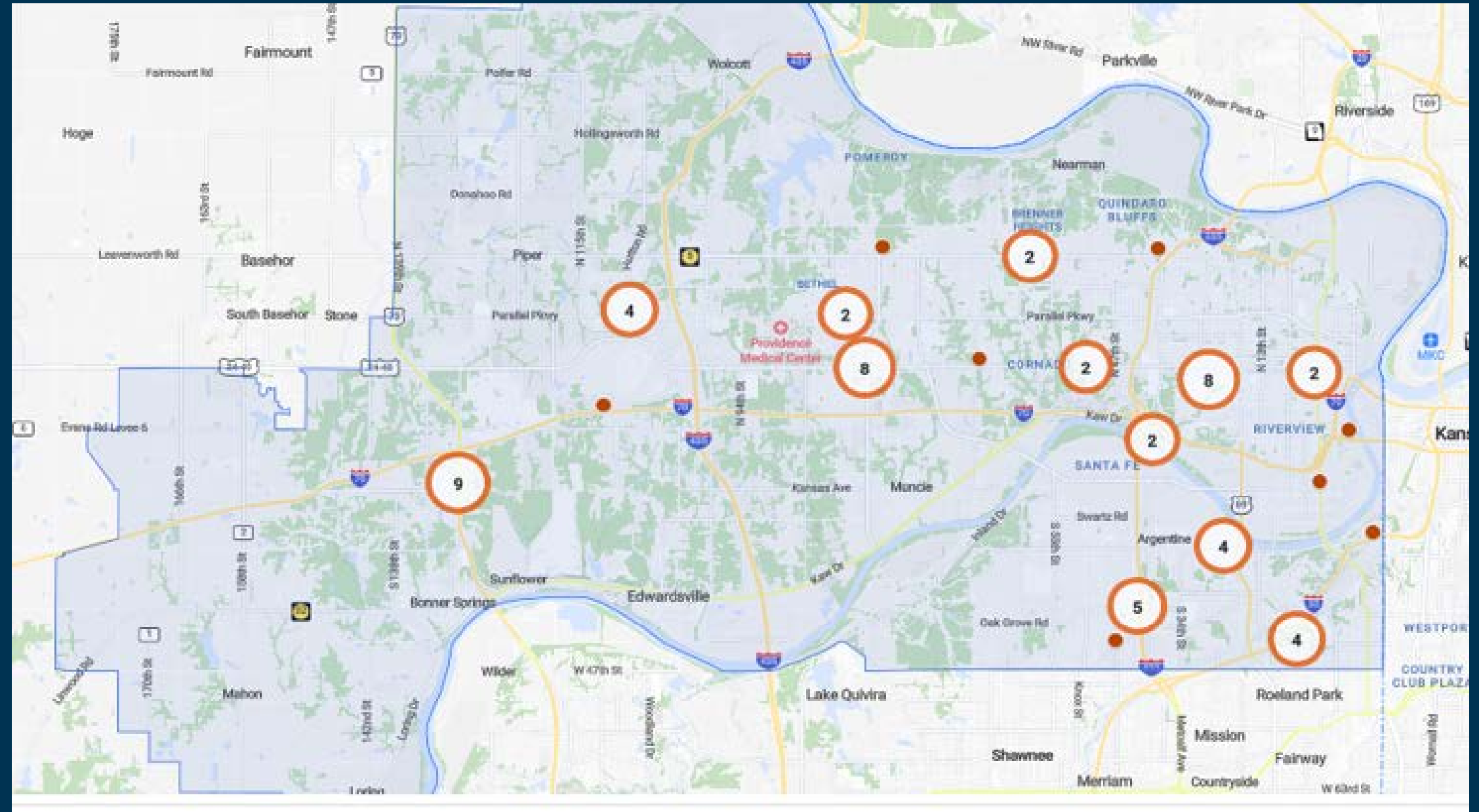
# Outdoor | Billboards



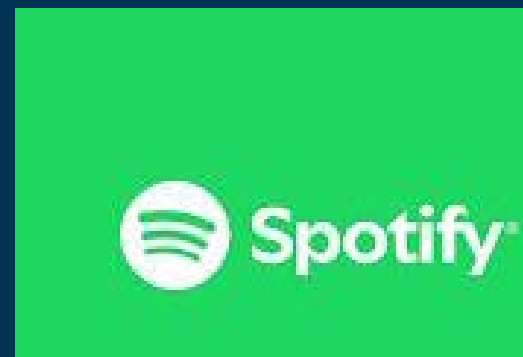
- Lamar and Outfront
- Spanish and English
- June to Aug.
- Wyandotte County
- \$30,000
- 8.7 million impressions

# Outdoor | Digital Out Of Home

- Steel City
- Spanish and English
- June to Oct.
- Outdoor screens in Wyandotte County
- \$9,000
- 311,000 impressions



# Audio | \$36,241



# Audio | Script

Today's drugs are different!

Honest talk about drugs is good...and more important now than ever... to understand the increased risk of overdose.

Whether or not you use drugs, getting the facts can help you—and the people you care about—be safer and healthier.

So, test for fentanyl. Carry naloxone. Never use alone.

And remember, treatment and support are just one call or click away.

Call 816-361-5900 or visit [First Call K-C dot org](http://FirstCallK-C.org).

# Audio: Broadcast Radio

## Carter Radio: \$4,000

- 220 :30 spots on KPRS.
- 263,700 impressions

## Cumulus Radio: \$4,000

- 240 :30 spots on KCJK, KMJK plus streaming.
- 226,500 impressions

## Steel City Radio: \$4,000

- 384 :30 spots on Mix 93.
- 250,000 impressions

## Union Broadcast: \$6,440

- 229 :30 spots on 810 Sports, streaming spots and live reads by WYCO native Nate Bukaty.

## Reyes Media: \$4,000

- 360 :30 spots on KYYS and KDTD

## La Mega: \$2,000

- 912 :30 spots

**2,345 spots, 1.9 million impressions**

# Audio: Streaming

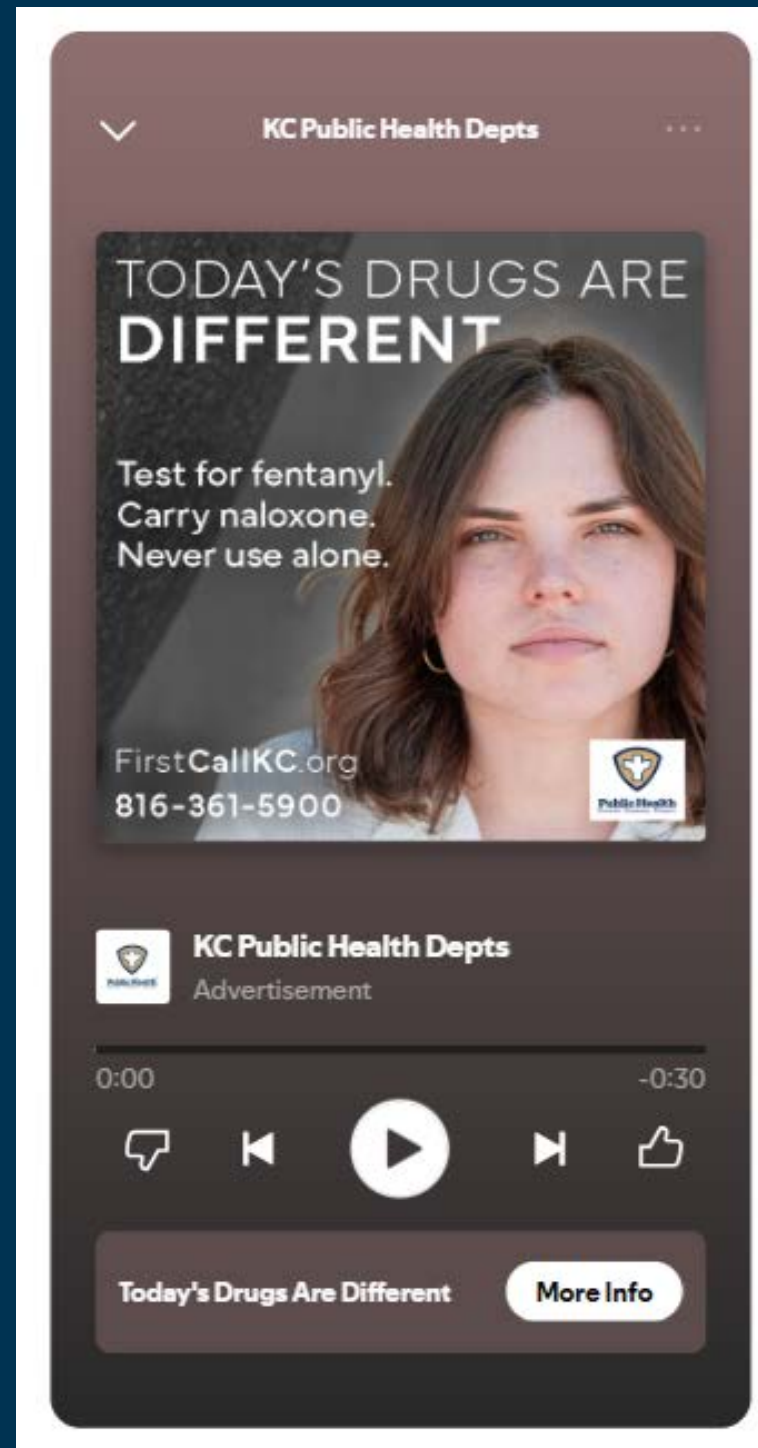
Streaming audio served to people in Wyandotte County with interests and listening preferences related to our target audience.

## Spotify: \$4,000

- 318,018 impressions
- 686 clicks
- 0.22% CTR

## Pandora: \$3,806

- 153,165 impressions
- 558 clicks
- 0.36% CTR



# Audio: Streaming

## Audacy: \$4,000

- Served to people 18-24 in the Wyandotte County.
- 308,375 impressions

## Cumulus: \$0

- Across all Cumulus stations in Kansas City: KCFX, KCJK, KMJK, KCMO.
- 320,000 impressions



# Online | \$26,600

LAS DROGAS DE HOY SON MAS PELIGROSAS.



Detecta fentanilo con tiras reactivas.  
Lleva siempre contigo naloxona.  
No uses drogas solo.

FirstCallKC.org/es  
816-361-5900



TODAY'S DRUGS ARE DIFFERENT



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Carry naloxone.  
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Click here for resources and support including FREE Narcan and Fentanyl Test Strips



# Carter

- Targeted images
- \$10,000
- 1.3 million impressions
- 2,302 Clicks
- CTR: 0.18%
- Above average of .05%



# Cumulus



- Targeted images
  - \$1,600
  - 160,014 impressions
  - 223 Clicks
  - CTR: 0.14%
- Above average of .05%

# McClatchy (KC Star)

\$12,000 for 12 sends to 50,000 email addresses.



## English

- 150,000 emails
- 27,200 opened
- 3,629 clicks
- **2.42 % CTR**

## Spanish

- 150,000 emails
- 22,233 Opened
- 3,027 Clicks
- **2.02% CTR**

## Blacks

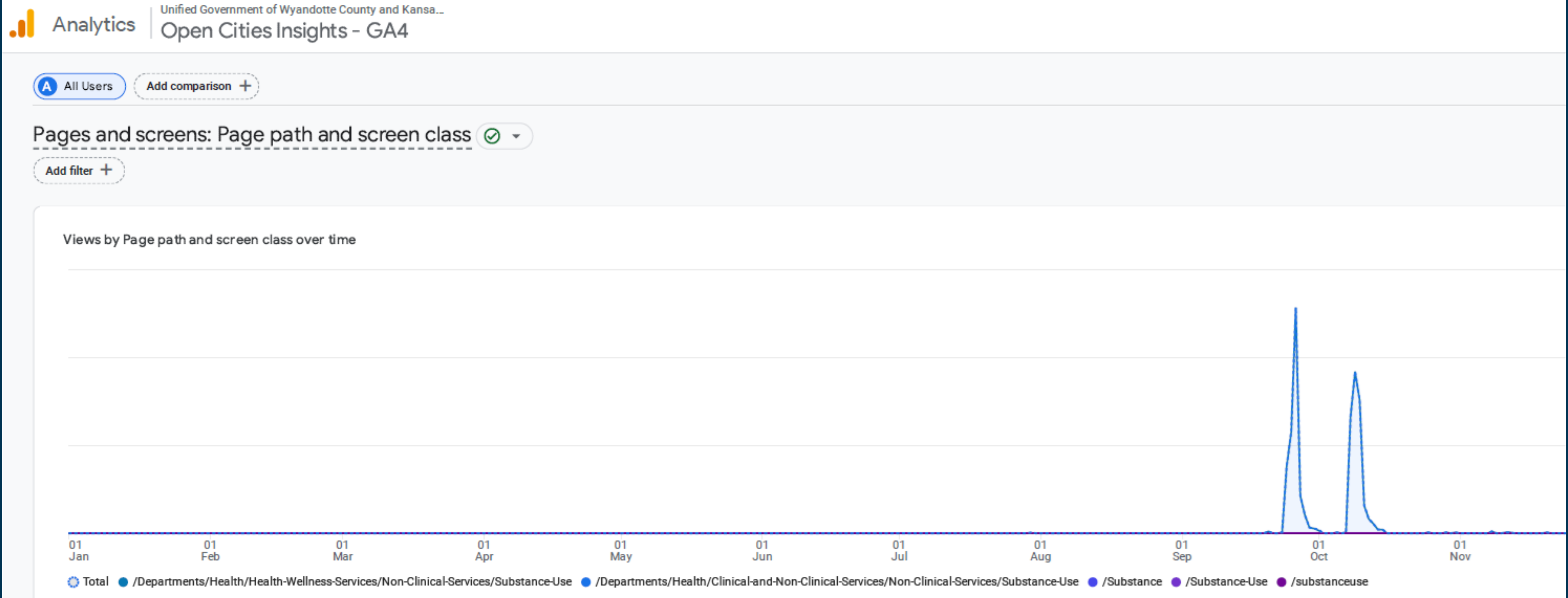
- 150,000 emails
- 28,882 opened
- 3,134 Clicks
- **2.09% CTR**

## Age 18-24

- 150,000 emails
- 23,793 opened
- 3,281 clicks
- **2.19% CTR**

CTR met or exceeded typical results of 1-2%

# McClatchy (KC Star)



# Reyes



...ing executives Diana Reyes

Inscribiendo Ahora 

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- Image on DosMundos.com, LaGrande1340.com and X1250.com.
- \$1,000
- 185,333 impressions
- 1,000 Clicks
- CTR: 0.54%
- Above average of .05%

# Steel City: \$2,000

- \$2,000
- 150,082 impressions
- 2,287 Clicks
- CTR: 1.52%
- Above average of .05%

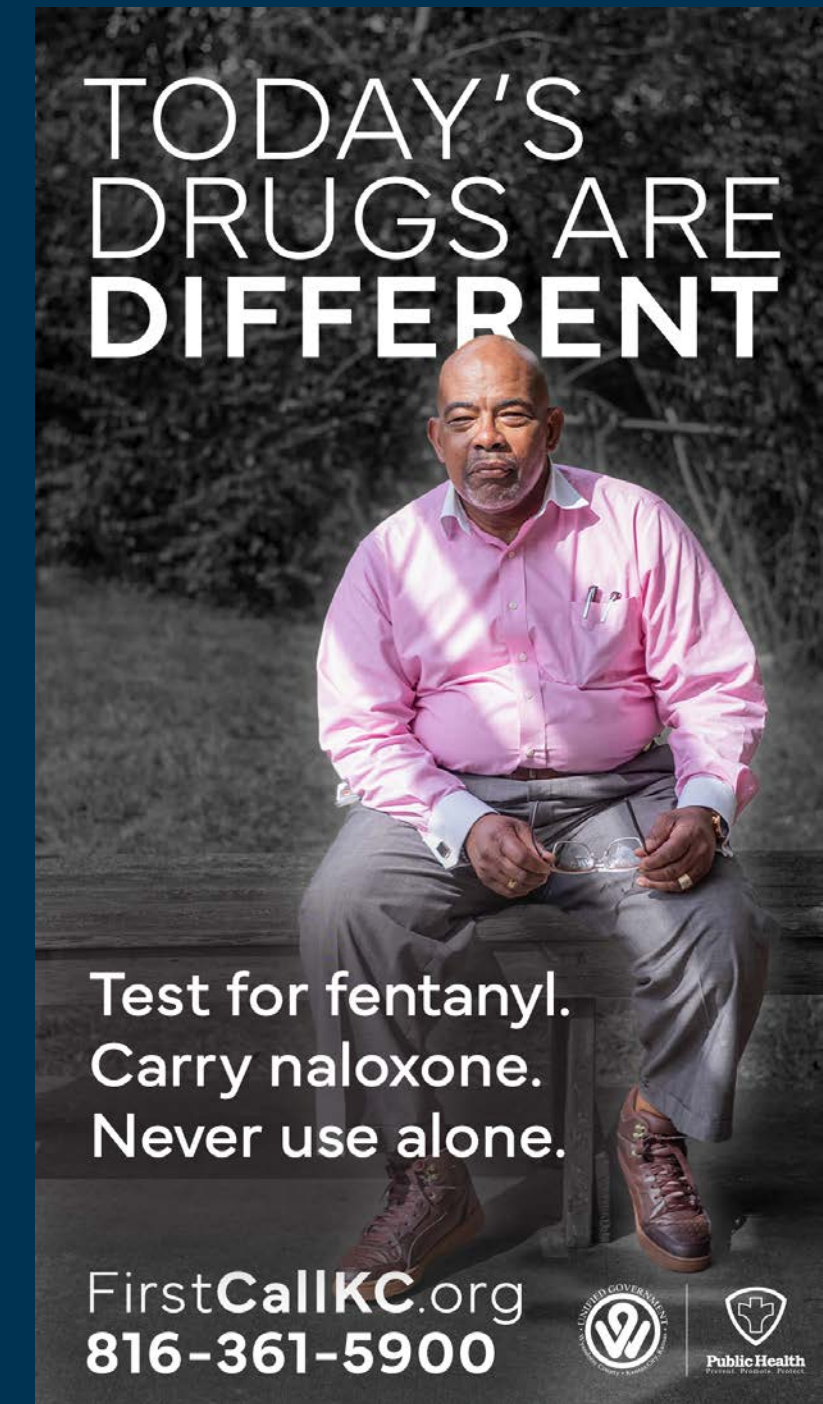


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Logos: MISSOURI GOVERNMENT, Public Health



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# Commuter Ads | \$15,000

- June to Oct.
- :15 audio messages on buses serving Wyandotte County
- English and Spanish
- 5.8 million impressions

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naloxone. Never use alone.

And remember, treatment and  
support are just one call or  
click away.

Call 816-361-5900 or visit  
First Call K-C dot org.

# Social Media | \$8,490

98.9 The Rock! with Wyandotte County Public Health Department. Sponsored

Honest Talk About Drugs Is Good. Whether or not you use drugs, getting the facts can help you—and the people you care about—be safer and healthier. Treatment and support are available. You can make positive changes today. Know the facts. Test for fentanyl. Carry naloxone. Never use alone. Treatment and support are just one call or click away. Call 816-361-5900 or visit [FirstCallKC.org](http://FirstCallKC.org).

**TODAY'S DRUGS ARE DIFFERENT**

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FirstCallKC.org 816-361-5900

firstcallkc.org [Learn more](#)

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Hot 103 Jamz June 18

Today's Drugs Are Different. The drug supply and patterns of drug use are changing—whether or not you use opioids, stimulants, or other drugs. It's more important than ever to understand the increased risk of overdose. Know the facts. Test for fentanyl. Carry naloxone. Never use alone. Treatment and support are just one call or click away. Call 816-361-5900 or visit [https://www.firstcallkc.org/?utm\\_source=Carter...](https://www.firstcallkc.org/?utm_source=Carter...)

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FirstCallKC.org 816-361-5900

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hot103jamz

hot103jamz Everyone Is Affected by Substance Use and Overdose. People who use drugs come from all walks of life. They are your friends, family, colleagues, and neighbors. Because you never know who might be at risk, it's important for everyone to understand—and care about—substance use and overdose prevention. Know the facts. Test for fentanyl. Carry naloxone. Never use alone. Treatment and support are just one call or click away. Call 816-361-5900 or visit [firstcallkc.org](http://firstcallkc.org).

9 likes October 18

Add a comment...

# Facebook/Instagram

## WYCOPHD page

**\$3,890**  
**542,173 impression**  
**5,770 clicks**  
**1.06% CTR**

## Audacy

**\$2,000**  
**394,731 impressions**  
**282 clicks**  
**0.07% CTR**

## Cumulus

**\$1,600**  
**236,821 impressions**  
**1,504 clicks**  
**0.64% CTR**

# Steel City SnapChat

- \$1,000
- 92,629 impressions
- 1,301 Swipe Ups
- Swipe up rate: 1.40%
- Average 0.35 to 1.5%

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CITY OF KANSAS CITY  
Public Health  
Prevent. Promote. Protect.

# Campaign Overview

Medium	Impressions	Cost	CPM
Outdoor	18,706,212	\$63,494	\$3.39
Audio	1,939,258	\$36,241	\$18.69
Online	2,551,728	\$26,600	\$10.42
Commuter	5,840,079	\$15,000	\$2.57
Social Media	1,266,354	\$8,490	\$6.70
Printed materials	n/a	\$175	n/a
Staff support services	n/a	\$20,000	n/a
<b>Total</b>	<b>30,303,631</b>	<b>\$170,000</b>	<b>\$4.94</b>

# Measure Success



**30.2 million Impressions**

Number of times the messages were seen or heard.



**29,118 clicks**

Number of clicks on digital ads.



**19,000 web visits**  
**12,000 new visitors**

Number of visits to FirstCallKC.org and UG Substance Use webpage during campaign.

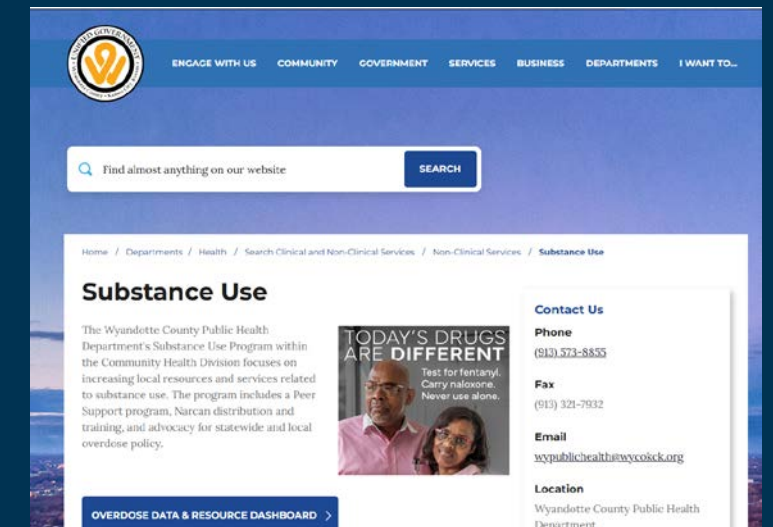
(Twice as much as same time the year before for FirstCallKC.org)



**17,021 Calls**

Number of calls to 816-361-5900 June to October

(Previous year not available)



# Questions?

**Nordia Epps**  
**nepps@marc.org**