Unified Government of Wyandotte County and Kansas City, Kansas

Board of Commissioners

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

Mayor Christal E. Watson
Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Andrew Kump –
Commissioner Dist. 1 Jermaine Howard – Commissioner Dist. 2 Bill Burns –
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Evelyn Hill –
Commissioner Dist. 5 Carlos Pacheco – Commissioner Dist. 6 Phil Lopez –
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis

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AGENDA

Thursday, January 29, 2026
7:00 PM

1. CALL TO ORDER/ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. REVISIONS TO JANUARY 29, 2026 AGENDA

5. CLERK'S-STATEMENT
(Anyone wishing to speak about a particular item on the Consent Agenda must notify the Mayor when he asks if there are any "set-asides" on the Consent Agenda. Your item will then be discussed and voted on separately. All remaining items on the Consent Agenda are viewed as a single group and voted on with one vote.)

PLANNING & ZONING COMMISSION

6. PLANNING AND ZONING CONSENT AGENDA

6.1 Special Use Permit Application(s)

6.1.A **SP2025-079 - MICHELLE BRANSCUM**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a Non-Owner Occupied Short-Term Rental at 4313 Booth Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 1 YEAR.

Tracking #: 211479

6.1.B **SP2025-080 - ROMELIA SOTO**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for Temporary Use of Land for a shipping container on a residential property at 1129 North 36th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 6 MONTHS.

Tracking #: 211480

6.1.C **SP2025-082 - JAIME GARCIA**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for automobile sales at 1809 North 7th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 2 YEARS.

This item was sent back to the City Planning Commission from the Board of Commissioners meeting on January 8, 2026.

Tracking #: 211300

6.1.D **SP2025-083 - SANTOS ORNELAS**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit (Renewal of SP2023-064, expires 1/25/2026) for an event venue with live entertainment and liquor sales at 5235 State Avenue, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 2 YEARS.

Tracking #: 211481

6.1.E **SP2025-084 - JOE AND VERONICA QUINN**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a Non-Owner Occupied Short-Term Rental at 320 North 14th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 1 YEAR.

Tracking #: 211482

6.1.F **SP2025-085 - SEAN AND HEATHER THOMPSON WITH CLOUD NINE STAYS LLC**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a Non-Owner Occupied Short-Term Rental at 1825 North 86th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 1 YEAR.

Tracking #: 211483

6.1.G **SP2025-086 - JEFFREY STEINBERG WITH APEX TECHNICAL INSTITUTE**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a commercial truck driving school at 6801 State Avenue, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 5 YEARS.

Tracking #: 211484

6.1.H **SP2025-089 - RAJIV CHHABRA**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a Non-Owner Occupied Short-Term Rental at 4508 Rainbow Boulevard, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 1 YEAR.

Tracking #: 211487

6.1.I **SP2025-093 - DOTTIE BRADLEY**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a Non-Owner Occupied Short-Term Rental at 4200 Adams Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 1 YEAR.

Tracking #: 211491

6.1.J **SP2025-095 - STEPHANIE PRIDDY**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for keeping two (2) goats at 6332 Parkview Avenue, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0 FOR 2 YEARS.

Tracking #: 211494

6.2 Vacation Application(s)

6.2.A **VAC2025-004 - DAVID HILL WITH DH4 LEGENDS LLC**

Synopsis: Vacation of utility easements for a commercial building at 9700 State Avenue, RECOMMENDED FOR APPROVAL BY A VOTE OF 6-0.

Tracking #: 211495

7. PLANNING AND ZONING NON-CONSENT AGENDA

7.1 Special Use Permit Application(s)

7.1.A **SP2025-091 - SANDRA KNIGHT WITH WINE TIME KC**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a liquor store at 7543 State Avenue, RECOMMENDED FOR APPROVAL BY A VOTE OF 5-1 FOR 2 YEARS.

Tracking #: 211489

7.1.B **SP2025-092 - NDIDI OBIEFUNA WITH GRACE HOME CARE AT PIPER INC**

Synopsis: A RECOMMENDATION and ORDINANCE for a Special Use Permit for a group senior living home at 2815 North 115th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 5-1 FOR 2 YEARS.

Tracking #: 211490

REGULAR COMMISSION

8. MAYOR'S AGENDA

9. REGULAR CONSENT AGENDA

9.1 **APPOINTMENT: BOARDS AND COMMISSIONS**

Synopsis: Kansas City Area Transportation Authority:
Amended appointment of Mindy Rocha-Term 12/15/25 to 12/14/29, submitted by Mayor Watson

Area Wide Agency on Aging:
Reappointment of Jason Hussey-Term 1/29/26 to 12/15/29, submitted by Commissioner Davis

Community Benefit Advisory Board:
Reappointment of Devaney Cole-Term 1/29/26 to 1/29/28, submitted by Commissioner Davis

Economic Redevelopment Advisory Board:
Appointment of Mike Gerber-Term 1/29/26 to 12/15/27, submitted by Commissioner Lopez
Reappointment of Aaron Moore-Term 1/29/26 to 12/15/29, submitted by Commissioner Davis

Golf Advisory Board:
Appointment of Ian Tomasic-Term 1/29/26 to 12/15/29, submitted by Commissioner Pacheco.

Housing Authority:
Reappointment of Raul Saenz Escarcega-Term 1/29/26 to 12/15/29, submitted by Commissioner Davis

Landmarks Commission:
Reappointment of Bill Hutton-Term 1/29/26 to 12/15/29, submitted by Commissioner Kump
Reappointment of James Schraeder-Term 1/29/26-12/15/29, submitted by Commissioner Davis

Law Enforcement Advisory Board (LEAB):
Appointment of Mike Gerber-Term 1/29/26 to 12/15/27, submitted by Commissioner Lopez
Reappointment of J'Hlesa (Nikki) Richardson-Term 1/29/26 to 12/15/29, submitted by Commissioner Davis

Library Board:
Reappointment of Melanie Schwartzkopf-Term 1/29/26 to 8/31/29, submitted by Commissioner Davis

UG Park Board:
Reappointment of Laura Flores-Term 1/29/26 to 12/15/29, submitted by Commissioner Davis

Planning and Board of Zoning Appeals:
Reappointment of Jeff Carson-Term 1/29/26-12/15/29, submitted by Commissioner Pacheco
Reappointment of Joseph Straws III-Term 1/29/26 to 12/15/29, submitted by Commissioner Davis

Self-Supported Municipal Improvement District Advisory Board (SSMID): Reappointment of Michael Simmons-Term 1/29/26 to 12/15/29, submitted by Commissioner Davis

Tracking #: 2135

9.2 **ORDINANCE: AUTHORIZING ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS (AMERICAN ROYAL ASSOCIATION PROJECT) SERIES 2026**

Synopsis: Approval of an ordinance authorizing the issuance of taxable Industrial Revenue Bonds (American Royal Association Project), Series 2026, in a principal amount not to exceed $250,000,000 for the project of American Royal Association.

Tracking #: 2136

9.3 **ORDINANCE: ISSUING NORTHWEST SPEEDWAY STAR BONDS**

Synopsis: Approval of an ordinance to authorize issuance of the STAR bonds (American Royal) 2026, principal amount not to exceed $123,000,000.

Tracking #: 2139

9.4 **MINUTES**

Synopsis: Minutes from the Regular Session meeting on December 18, 2025, January 8, 2026, and the Special Session meeting on January 8, 2026.

Tracking #: MINUTES

9.5 **WEEKLY BUSINESS**

Synopsis: Weekly business materials dated January 1 and 8, 2026.

Tracking #: WEEKLY BUSINESS

10. PUBLIC HEARING AGENDA

10.1 **PUBLIC HEARING AND ORDINANCE: ESTABLISHMENT OF A REDEVELOPMENT DISTRICT FOR THE BUC-EE'S PROJECT**

Synopsis: Commission action related to the BUC-EE's project:
1. Conduct a public hearing to receive comments regarding the establishment of a redevelopment district;
2. Approving an ordinance establishing a TIF District;

Resolution R-103-25 was adopted by the Board of Commissioners on December 18, 2025, setting this public hearing.

Tracking #: 2137

11. STANDING COMMITTEES' AGENDA

12. ADMINISTRATOR'S AGENDA

12.1 RESOLUTION: ADOPT PUBLIC HEARING FOR NEIGHBORHOOD REVITALIZATION ACT PLAN RENEWAL

Synopsis: Adoption of a resolution to set a public hearing for February 19, 2026, on the designation of a Neighborhood Revitalization Area and the adoption of a Revitalization Plan.

Tracking #: 2130

13. COMMISSIONERS' AGENDA

LAND BANK BOARD OF TRUSTEE

14. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

14.1 LAND BANK OPTIONS

Synopsis:
The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.

Please visit the site to review the applications below.

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

14 Single Family Homes

1 Commercial

*On January 5, 2026, 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 #: 2169

14.2 **LAND BANK PROPERTY TRANSFERS**

Synopsis:
The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.

Please visit the site to review the applications below.

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

9 Yard Extensions

2 Garden

*On January 5, 2026, 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 #: 2170

15. LAND BANK BOARD OF TRUSTEES' NON-CONSENT AGENDA

15.1 **LAND BANK OPTIONS NON-CONSENT**

Synopsis: The following option applications were presented at the December 8, 2025, Neighborhood & Community Development Standing Committee:
Please visit the new site to review the applications below
https://gisapp.wycokck.org/Landbank.html

B 3. LMK & Associates LLC – 6 homes

1746 GREELEY AVE - 115996
1742 GREELEY AVE - 115995
1738 GREELEY AVE - 115994
1732 GREELEY AVE - 115992
1720 GREELEY AVE - 115988
1716 GREELEY AVE - 115987

*This item was scheduled to appear before the **Neighborhood & Community Development Committee**, chaired by Commissioner Davis, on December 8, 2025. It was requested, and voted 4 to 1, to approve this item to the January 29, 2026, Land Bank Board of Trustees.*
Tracking #: 211316

17. PUBLIC ANNOUNCEMENTS

18. ADJOURN

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

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

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

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

Join from PC, Mac, iPad, or Android:
https://wycokck.zoom.us/j/86971076459
Webinar ID: 869 7107 6459

Phone one-tap:
+12532158782,,86971076459# US (Tacoma)
+13462487799,,86971076459# US (Houston)
Join via audio:
+1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 719 359 4580 US, +1 253 205 0468 US, +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +1 386 347 5053 US, +1 507 473 4847 US, +1 564 217 2000 US, 888 475 4499 US Toll Free, 877 853 5257 US Toll Free
International numbers available: https://wycokck.zoom.us/u/kdKMmalufT

Cell phones may mute and unmute by dialing *6.
Raise and lower your hand to be acknowledged by dialing *9.
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.

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-079**

GENERAL INFORMATION

Applicant Information:
Michelle Branscum with Leather & Lace Retreats
20380 Sheffield Circle
Bennington, Nebraska 68007

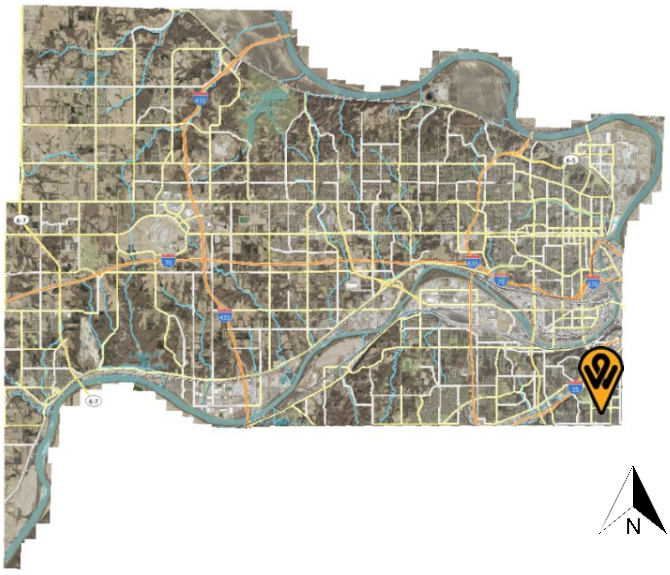
Subject Property:
4313 Booth Street
Kansas City, Kansas 66103

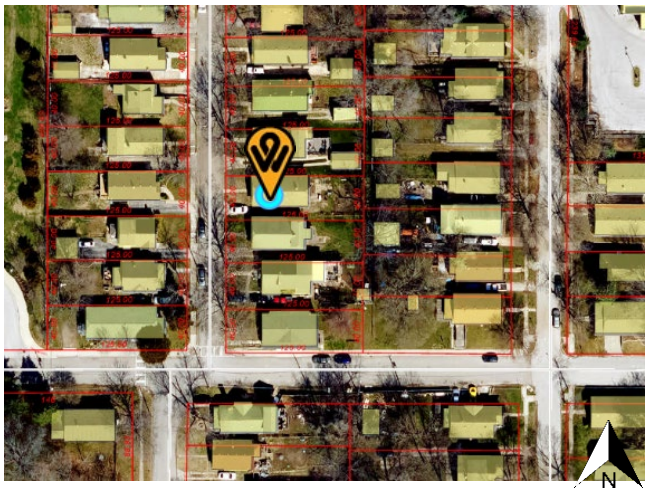
Requested Action and Purpose:
Approval of Special Use Permit to operate an Investor Short-Term Rental (Non-Owner Occupied).

Commission Districts:
At-Large Commissioner District #2: Andrew Kump
District #3 Commissioner: Christian Ramirez

Existing Zoning District(s):
R-1(B) Single Family District

Plan Area:
Rosedale Area Plan





	Adjacent Zoning	Adjacent Uses
North	R-1(B) Single Family District	Single-family home
South	R-1(B) Single Family District	Single-family home
East	R-1(B) Single Family District	Single-family home
West	R-1(B) Single Family District	Single-family home

Total Tract Size: 0.11 Acre

Comprehensive Plan Designation: The Rosedale Area Plan designates the subject property as Single Family Neighborhood, which allows for single family, detached houses. Townhomes and side-by-side rowhouses are appropriate where the property has frontage on a mixed-use or neighborhood corridor.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates Booth Street as a Local Street.

Parking Requirement: Section 27-455(d) states that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling. Two (2) off-street parking spaces are required. The Applicant is providing two (2) parking spaces.

Landscaping Requirement: Section 27-700(a) states that one (1) shade tree per dwelling unit is required in the front or corner side yard. There is not a tree provided on-site.

Advertisement: The Wyandotte Echo – November 13, 2025
Letters to Property Owners – November 14, 2025 and December 1, 2026

Public Hearing(s): January 12, 2026 and January 29,2026

Public Support: None to date.

Public Opposition: None to date

PROPOSAL

Detailed Outline of Requested Action: The applicant, Michelle Branscum, is requesting a Special Use Permit to operate a short-term rental at Airbnb. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 4313 Booth Street.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. 17200-01387 – Code-Environment – May 25, 2017 – Completed – Indoor furniture on porch.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Rosedale Statistical Neighborhood, the Rosedale Development Association Business Group, Frank Rushton Neighborhod Group and Census Block #0452004. The neighborhood consists of single-family homes, as this property is mid-block between West 43rd Avenue to the north and West Seneca Avenue to the south. West 43rd Avenue is a Minor Arterial in the Rosedale area linking Mission Road to State Line Road.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by R-1(B) Single Family District zoning, but specifically single-family homes and Frank Rushton Elementary School approximately one-half (½) block west on West 43rd Avenue and West Seneca Avenue. The use of the property as a

rental, either short or long-term, while commercial in nature, is consistent with other nearby properties in close proximity Rainbow Boulevard, the primary north-south commercial corridor in Rosedale. While use as a short-term rental is commercial in nature, the use is occurring in a purpose-built residence, which should not present issues with nearby property. The proposed use is compatible if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions including those for hours of operation (where applicable), detrimentally affect nearby property?***

   Removal of the restrictions that require a Special Use Permit has the potential to create issues such as parking, excessive noise, illumination, vibration, overcrowding of land and undue concentrations of population. The property could be suitable for use as a short-term rental if the aforementioned issues are properly managed.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the Rosedale Area Plan. The Rosedale Area Plan designates the property as Single Family Neighborhood, which allows for single family, detached houses. Townhomes and side-by-side rowhouses are appropriate where the property has frontage on a mixed-use or neighborhood corridor. The proposed use conforms to the Rosedale Area Plan land use designation with a Special Use Permit.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of Booth Street, a Local Street, to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use provides a convenience to the public in the form of temporary lodging, however, issues such as making excessive noise, vibration, illumination, overcrowding of land, and undue concentrations of population could

impact nearby properties negatively. If managed properly, however, the use of the property is not expected to substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   Noise, vibration and illumination are all potential issues that are related to short-term rentals if they are not managed properly. There have not been any complaints to date with the current applicant. Dust is not typically an issue related to the use of a residential property as a short-term rental and ostensibly not considered to be a problem for nearby properties.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute the air, land or water as it is an existing, permitted residence.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residence in an existing built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain or loss to public health, safety and welfare is minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental, but may still use the property as a long-term rental with appropriate permits and licenses, their primary residence, or sell the property.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain their short-term rental according to the submitted management plan and conditions of approval, including limits to number of guests and number of vehicles on the property, and other applicable ordinances set by the Code of Ordinances.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is five (5). The maximum number of vehicles off-street is two (2). There shall be no on-street parking for renters or guests of any short-term

rental. If the applicant abides by the outlined conditions, specifically those that prohibit parties or larger groups, undue concentrations of population should not be an issue.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Zoom on December 7, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Noise, Illumination, and Vibration (Add “Dust” if unimproved driveway)
Home Inspection Report
Overcrowding and Undue Concentrations of Population
Parking

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-079**, **for one (1) year**, subject to:

1. **Maximum number of guests shall be five (5);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager’s contact information within the entrance of the area that is rented;**
5. **Applicant is to maintain liability insurance;**
6. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
7. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
8. **Must provide a manual/welcome packet that lists all rules, including “No Parties, etc.” This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
9. **Pets are not allowed at the property; however, in accordance with ADA requirements, service animals are permitted. If a guest requires a service animal or an assistance animal for health-related reasons, we have policies in place to ensure proper care and responsible handling. We provide pet waste bags and appropriate disposal facilities on the property;**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified**

Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;

11. **If approved, the business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**

18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-079** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Image
Zoning Map
Land Use Map
Short-Term Rental Map
Applicant Response Letter
Neighborhood Meeting Documents
Floor Plan
Home Inspection Report
Insurance Policy
Guestbook
Images Submitted by the Applicant

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2025

STAFF CONTACT: **Byron Toy, AICP**
btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-079** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-079,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:

Hearing starts at 9:41:
SP2025-079 - MICHELLE BRANSCUM
Synopsis: Special Use Permit for a Non-Owner Occupied Short-Term Rental at 4313 Booth Street. *Detailed Outline of Requested Action:* The applicant, Michelle Branscum, is requesting a Special Use Permit to operate a short-term rental at Airbnb. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 4313 Booth Street.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Michelle Branscum and Daniel Branscum, Applicant, Bennington, Nebraska

Present in Opposition:

- No one appeared

Staff Recommendation starts at 11:46: Lead Planner Byron Toy stated that this request is for a two (2) bedroom one (1) bath short-term rental, which would allow five (5) guests total. Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 12:12:

On motion by Commissioner Jones, seconded by Commissioner Straws, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-079 for one (1) year:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0

Subject to:

1. **Maximum number of guests shall be five (5);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
5. **Applicant is to maintain liability insurance;**
6. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
7. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
8. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host**

Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);

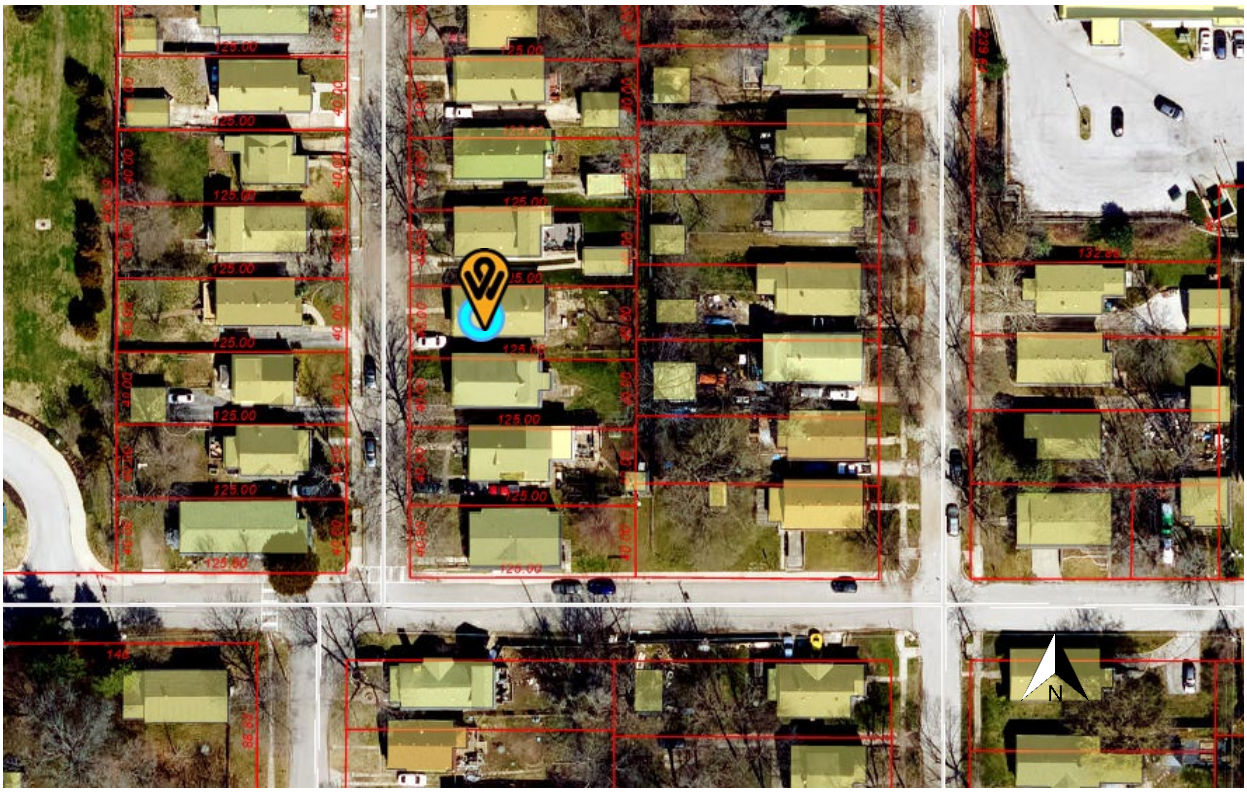
9. **Pets are not allowed at the property; however, in accordance with ADA requirements, service animals are permitted. If a guest requires a service animal or an assistance animal for health-related reasons, we have policies in place to ensure proper care and responsible handling. We provide pet waste bags and appropriate disposal facilities on the property;**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
11. **If approved, the business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal**

summons, administrative citation, or revocation of the Special Use Permit;

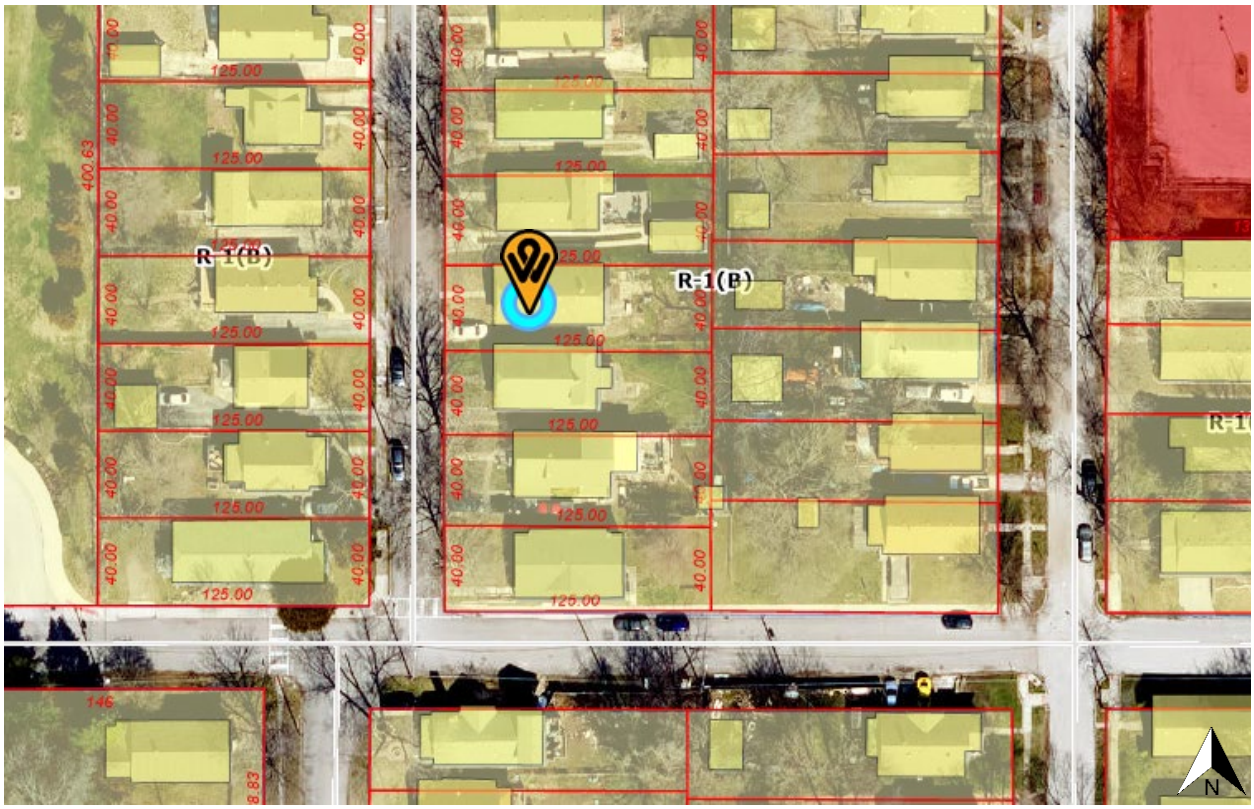
17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

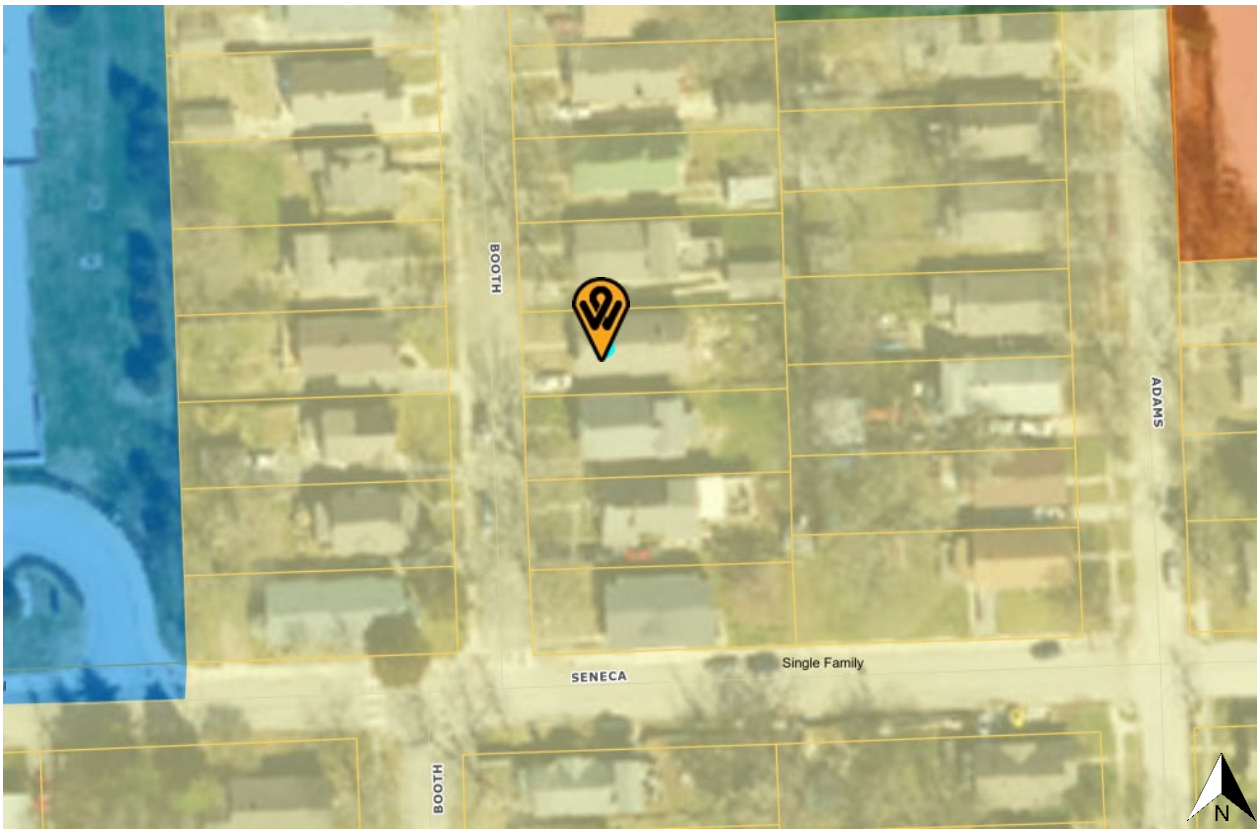
AERIAL IMAGERY



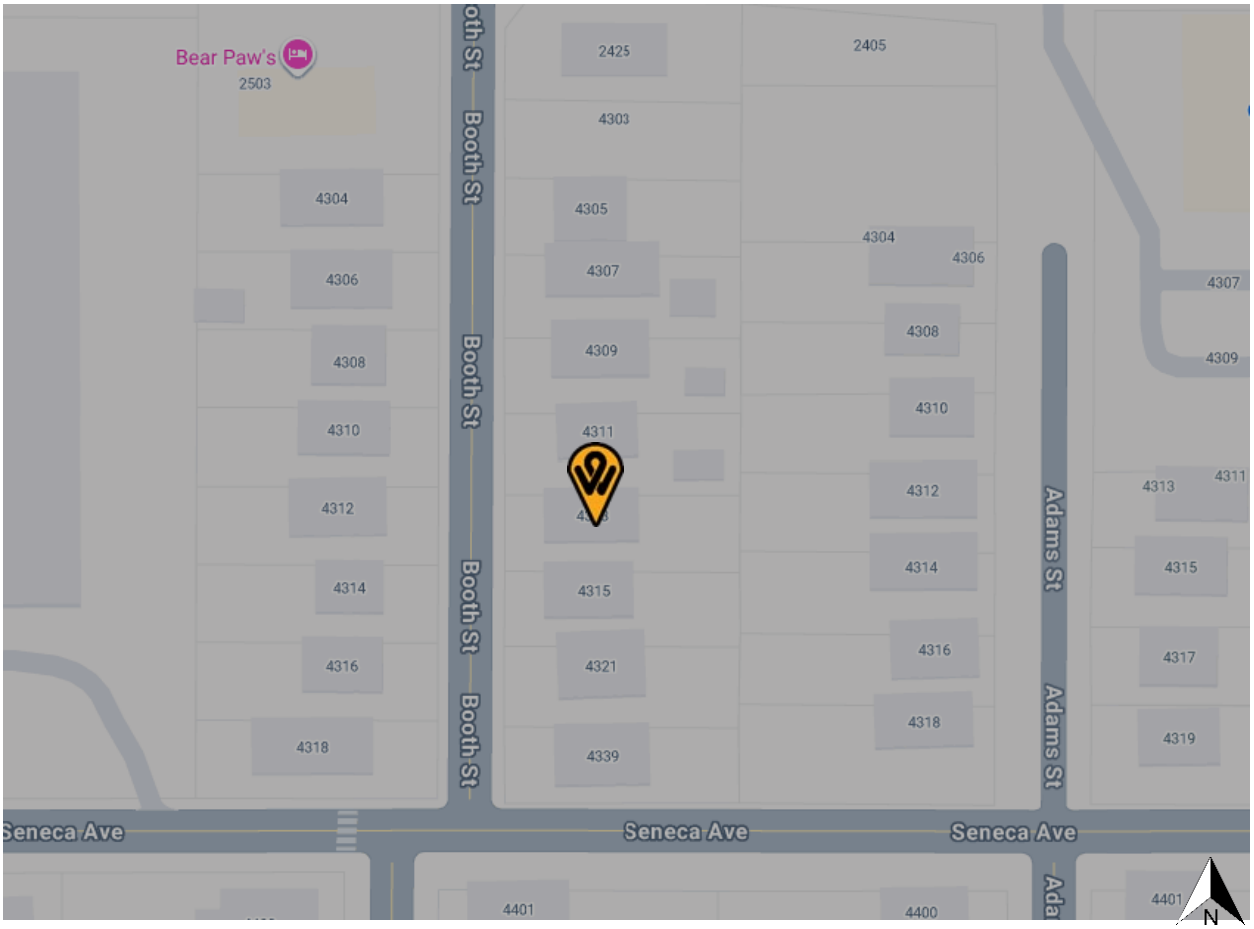
ZONING MAP



LAND USE MAP



SHORT-TERM RENTAL MAP



ADDITIONAL ATTACHMENTS

From: Michelle Branscum
To: Toy, Byron; d_branscum@yahoo.com; EDR
Cc: Stephonn Alcorn; Morris, Rose
Subject: Re: SP2025-079 - DRAFT STAFF RESPONSES
Date: Saturday, November 22, 2025 10:24:46 AM
Attachments: image001.png

Hello~

I was unable to edit the document that you had attached: Therefore I have answered the questions and placed them below.

Applicant Responses – SP2025-079

1. Description of Areas Rented & Maximum Vehicles

The house is a fully furnished 2-bedroom, 1-bath single-family home. As stated in the welcome book previously submitted, the maximum occupancy is 6 guests. Parking is limited to 2 vehicles, although the driveway can physically accommodate up to 3 vehicles. Our standard base rate covers up to 4 guests, with an additional fee of $15 per person per night for the 5th and 6th guests.

2. Maximum Number of Guests

The maximum occupancy for the property is 6 guests. The standard rate includes up to 4 guests, with a $15 per person per night premium for additional guests up to a total of 6.

3. Property Manager Arrangement

The property is leased through Rosedale Residential (Stephonn Alcorn is the owner of that company), managed by JD McMahan. We operate as a professional short-term rental management company overseeing all Airbnb, VRBO, and mid-term guest stays. The property is equipped with exterior security cameras and interior noise monitoring devices to prevent disturbances, parties, and damage. Neighbors within the notice area will receive my direct contact information as I am responsible for daily management. Neighbors may contact me directly with any concerns, and I will address all issues promptly.

4. Communication With Neighbors

We have personally met the neighbors adjacent to and near the property and have already provided them with our contact information. They may contact us at any time with concerns. With our strict policies and proactive monitoring systems, we have operated STRs for two years without any neighborhood complaints.

5. On-Site Response Time

The property owner resides in New York, but the local property manager for Rosedale Residential lives in Kansas City and can respond within approximately 30 minutes. We reside in Omaha and can be onsite within approximately 3 hours if needed. With local support and

strong monitoring procedures, we have not experienced issues in over two years of STR operations.

6. Projected Annual Occupancy
The projected annual occupancy rate for this listing is approximately 38%.

7. Property Maintenance & Safety
The property has undergone a full inspection and all safety requirements are compliant, including smoke detectors, proper venting, operable windows, safe electrical systems, and GFCI outlets. As a professional STR operator, we maintain recurring cleaning and maintenance schedules, including smoke detector battery checks, outlet testing, HVAC filter replacements, and general upkeep. The property is thoroughly cleaned and sanitized after each checkout. We take exceptional pride in the safety and condition of our properties.

8. Lodging Tax Compliance
We file all required taxes annually. Airbnb, VRBO, and other booking platforms automatically calculate, collect, and remit applicable lodging taxes directly to the appropriate tax authorities.

9. Guest Manual & Regulations
Yes. A complete guest welcome book is included in the application. A digital and physical copy are provided to guests. It includes all property rules, including strict no-party policies. We enforce compliance through exterior cameras, interior decibel monitors, and a $3,000–$5,000 party violation fee.

10. Pets / Service Animals Policy
Pets are not allowed at the property; however, in accordance with ADA requirements, service animals are permitted. If a guest requires a service animal or an assistance animal for health-related reasons, we have policies in place to ensure proper care and responsible handling. We provide pet waste bags and appropriate disposal facilities on the property.

11. Host Compliance Information
We will include the Host Compliance/Granicus contact information (913-246-5133 and www.hostcompliance.com/tips) in the guest welcome book. We understand that the Unified Government monitors STR compliance and issues notices for any violations.

How do I submit the information electronically??

Please let me know how I am to edit the document and "submit the information electronically to EDR@wycokck.org?)

Neighborhood Meeting Minutes

Application Number: SP2025-079

Date and Location: December 7, 2025 – Virtual Zoom Meeting

Meeting called to order at: 1:00 PM

Names of People in Attendance:

- Michelle Branscum (Applicant)
- Daniel Branscum

Introductions:

Michelle Branscum introduced herself and Daniel Branscum and explained that the purpose of the meeting was to discuss the proposed Short-Term Rental application and to provide neighbors an opportunity to ask questions or share concerns.

Presentation by Applicant:

Michelle Branscum presented an overview of the proposed short-term rental at 4313 Booth Street, Kansas City, Kansas. She explained occupancy limits, parking restrictions, property management practices, noise mitigation measures, security monitoring, and guest rules. Emphasis was placed on maintaining neighborhood character, preventing parties, and ensuring rapid response to any issues.

Questions and Answers:

No neighbors were present at the scheduled meeting time. No questions or comments were raised during the meeting.

Additional Communication:

The applicant received one follow-up phone call from a neighbor the day after the meeting. The neighbor identified herself as Shirley. The applicant explained how the property would be professionally managed, including noise controls and guest screening. The neighbor expressed support and wished the applicant well.

Meeting adjourned at: 1:30 PM on December 7, 2025

Minutes taken by: Michelle Branscum

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Nebraska)
) SS:
COUNTY OF Douglas)

Comes now Michelle Bransom, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP 2025-079.
2. That I conducted a neighborhood meeting on 12-7-25.
3. The notice to nearby property owners was sent on 11-22-25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

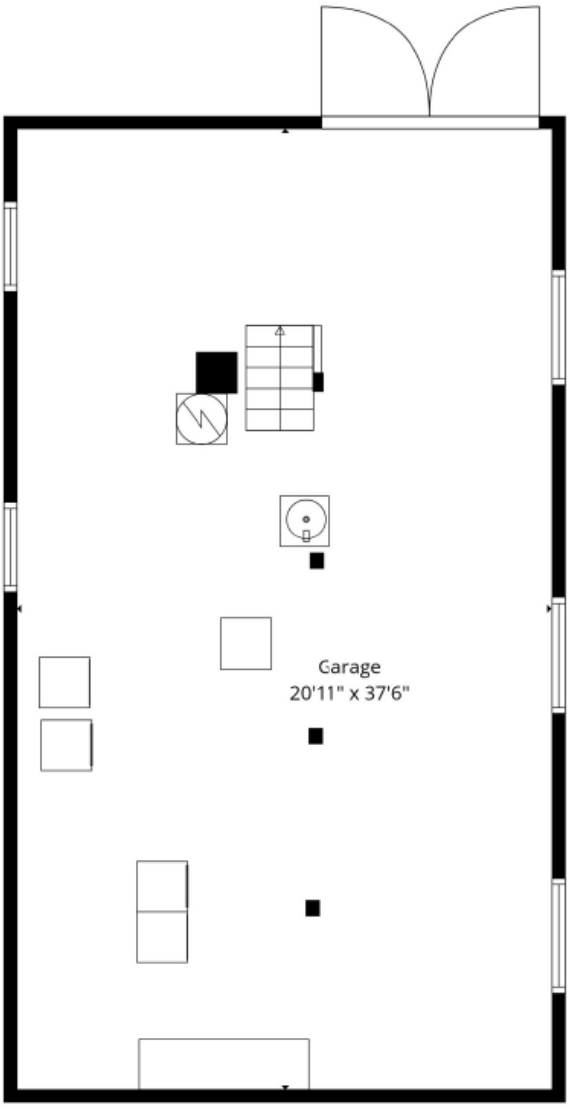
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 3 day of January, 2026.

My commission expires 3 of July, 2028.

Notary Public

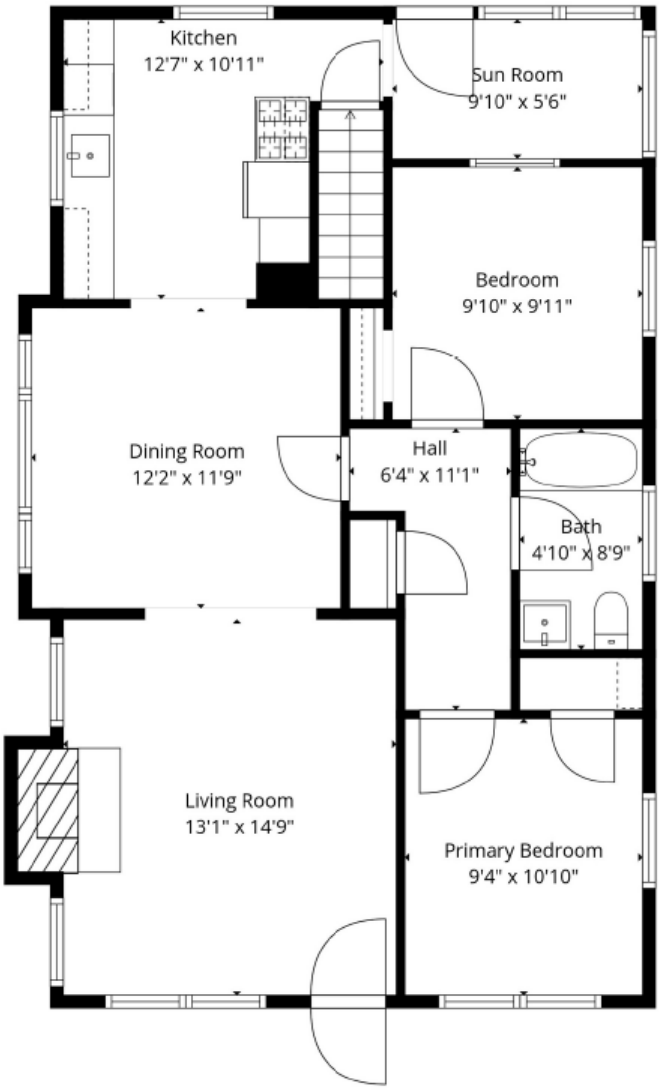
GENERAL NOTARY - State of Nebraska
DEVIN WHITE
My Comm. Exp. July 3, 2028



Floor Plan & Measurements

4313 Booth St
Kansas City, KS 66103

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY



Floor Plan & Measurements

4313 Booth St
Kansas City, KS 66103

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY

ASHI MEMBER
Society of Professional Property Inspectors
Midwest Home
512 East Santa Fe Trail / Kansas City, Missouri 64145
816-868-5120 www.MidwestHome.com

Consultants of Building Components and Systems Since 1977
Structure, Mechanical, Environmental Inspections and Forensics

Inspection Report

This assignment is Unabridged and Prioritized

Customer: Daniel Branscum
Property: 4313 Booth
Kansas City, Kansas 66103

October 21, 2025

OVERALL

This is a well built house or building. The improvements that are recommended in most reports are not considered unusual. Comparing this building to others of this age and type in this area or sub-division that we have recently inspected, the overall condition is above average.

The number of repairs listed in the report for a home this age is less than what we normally find.

The quality of maintenance that has been previously performed is not applicable: The house has been recently

This report contains technical information that may not be readily understandable to the lay person. Therefore, a verbal consultation with the inspector should be a mandatory part of this inspection report. Midwest Home can not be held responsible for your understanding or misunderstanding of this reports contents or the limitations as noted within the "Inspection Agreement". If you do not comprehend our inspection report entirely, please call our office to arrange for further consultation.

General Information:

The main structure was built approx.: 1928 Weather: CLEAR at approx. 65 ° F.
Occupancy: Vacant Soil Conditions: Dry
Present During The Inspection: ☐ seller ☐ client ☐ list agent ☐ sell agent ☐ other:
For the purpose of this report, the front of the building was assumed to be facing: West

Positive Attributes:

Kitchen - Newer
Bath - Newer
Basement Unfinished/ Viewable
Kitchen Appliances - Upgrades
Gutters - Newer
Electrical Service/Panel Newer
Several Replacement Windows
Google Fiber Ready
Covered Front Porch

REAL ESTATE TRANSACTIONS: All issues would be further evaluated by licensed technicians and qualified trade contractors for repair options and estimates prior to closing of escrow, or within the time restrictions outlined in the sales agreement.

Priority Conditions:

Foundation/ Frame

•) Measures were recently taken to repair termite damage in a recommended fashion at the Basement staircase and Garage exterior door frame. However:

* Unrepaired termite damage was apparent within the wooden support beam adjacent to the basement staircase. This inspector did not aggressively probe the damaged beam to determine the value of the beam support. We do routinely recommend repairs to protect the value of the structure, to prevent resale and lender issues, and as a means to monitor for any further infestation.

* Midwest Home does not represent this report to be a wood destroying insect/organism inspection. A cursory inspection of the wood components serving property revealed insect damage, as is common to many homes in the Kansas City area. We advise that a qualified carpenter, experienced in termite /water damage repairs, be employed to determine the extent of the damage and make all necessary repairs to restore the structure to near its original design. Note, that additional damage may become apparent at any time. Refer to an independent pest control company "Wood Destroying Insect Report" for complete probing and further evaluation, and for a possible description of additional damage which may not have been observed or reported within this report. Note that our inspection to locate or detect water and insect damage is extremely limited.

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Roofing

•) Where previously hidden from view on a recent assignment, the attic access was found and entered.
• Attic insulation is strongly recommended to help improve the overall energy efficiency. Modern attic insulation is a "Profitable Investment".
Refer to insulation contractors for options and costs.
* As the attic was wired with exposed "knob and tube" type wiring, as noted elsewhere in this report, we routinely recommend a licensed electrician further inspection, repair, and certification of the wiring prior to covering it with insulation.

Miscellaneous Structure

•) The old Basement Garage doors were found to be wide open when we arrived at the property:
* The doors latch hardware does not latch or lock the door
* The bottom of the doors are allowing weather and pest entry.
(The inspectors attempt to latch the door was unsuccessful.).

•) Although many windows have been replaced with modern double hung thermal units, numerous original windows were painted closed where not used and original wooden storm window/ screen systems have yet to be upgraded to modern storm windows for safety egress, convenience and much improved energy efficiency.
No screens were found for these original wooden storm windows.

Fireplace/ Chimney

•) As would be typical for many older houses, the Living Room fireplace shall be considered for cosmetic value and not safe for actual use.
* We noted that a rag was stuffed in the chimney flue to prevent heat loss in the house. We did not remove the rag to view the fireplace components.
* The fireplace brick firebox shows to be damaged and some movement in the chimney and hearth was noted.
* No chimney cap was provided to prevent weather and pest entry.
* The fireplace ash pit door in the firebox is missing.

Mechanical Priority

•) **Licensed HVAC Contractor:**
* The A/C system was 'iced up' 'and could not be inspected. Find a cause and cure for this condition. WE NOTE: upon arrival at the property we found the wall thermostat sat on cooling at 60 degrees. Which may have contributed to the issue. Upon leaving, the inspector set the thermostat to the heat setting 70 degrees....
* Previous signs of condensate waters in the furnace?
* **Further evaluation of the furnace is strongly advised.**
The older furnace is rusty and near or at its life span. Furnace was not operated where the A/C evaporator coil was frozen up.

• **Licensed Plumbing Contractor**. Several slight drain leaks where noted:
* The bath tub drain 'shoe' fitting = easy;
* The lead drain 'spider' below the bathroom toilet = difficult;

•) **Electrician**:
* Open electrical wire splices (pig-tails), at the ceiling lights, as viewed from the attic, require proper installation of the wiring into the light cans or fixtures.
* An Incandescent light fixture was improperly located adjacent to a Basement wooden storage shelf. An overheating condition can occur where a lack of clearance to wood framing exists where a potential fire hazard exists. Relocate the fixture or replace the fixture with a fluorescent light fixture.

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Mechanical Safety

•) **Refer to HVAC contractor:**
* To provide costs to reline the furnace and water heater chimney flue. The house is subject to a potential contamination from carbon monoxide.
Excessive rust inside the furnace and where the flue piping in the basement has rusted through indicating water moisture has been collecting within the flue.
* **An "80%" high efficient furnace was installed to a masonry chimney and according to most furnace manufacturers this type of installation can cause damage to the chimney tile liner and furnace over a period of time. Flue stack temperatures and condensation or dew points can adversely affect chimney systems. In these cases the furnace chimney should require a UL approved metal liner or sleeve installation.** *See our Hand-out...*

•) Install Smoke Detectors at all Bedrooms and Bedroom Corridors, for each level, etc.
* Smoke detectors provided in each sleeping area, outside of each sleeping area, and on each story of the dwelling. Smoke detectors are required to receive their primary power from the house wiring or battery powered. The smoke detectors must be interconnected so that the activation of one detector will activate all of the other smoke detectors.

Mechanical Minor

•) Plumbing:
* The Kitchen drain trap below the sink is not properly configured to prevent possible sewer odors from entering the house.
* The Main Drain cleanout plug is not fitted well, to prevent possible sewer odors or pests from entering the house.
* Properly cap off the abandoned Kitchen Drain stack at the southwest basement area.
* Clear and flush the Basement floor drain to ensure its operation and install a clean-out plug to prevent sewer odors and possible pest entry.

•) The outside condenser unit should be better supported.

Other Issues/ questions:

*** End of Priorities ***

Please refer to the remaining balance of the report for any other issues and useful information for your consideration.

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Other Mechanical

(Components operated by Gas, Water and Electric)

Improvements or Considerations

1) An amount of original "Knob and Tube" electrical wiring was noted at the attic regions. Given the age of the wiring and the problems associated with exclusionary insurance company underwriting concerns, we routinely recommend a licensed electrician further inspection, repair, and certification of the wiring prior to covering it with insulation.

Ice maker H2o: ☐ | Kitchen Exhaust: Recirculating via Hood/Microwave

Dryer Hook-up: ☐ Gas ☐ Elect. 3-prong plug ☒ Elect. 4-prong plug ☐ cap Gas ☐ vent issues

mechanical Comments

a) For Your Information:

* Some controversy is becoming more widespread regarding cooking with Gas Ranges with regarding to indoor air quality and climate change concerns: Please visit https://ww2.arb.ca.gov/resources/documents/combustion-pollutants-your-home-guidelines

Natural gas stoves can release carbon monoxide, formaldehyde and other harmful pollutants into the air, which can be toxic to people and pets. Consumers Report:

"In its 2022 report, Consumer Reports recommended that people shopping for a new range consider electric stoves. Dr. Ross says people who use gas stoves to cook shouldn't panic, but should take precautions: Kitchens should be well ventilated...

b) Although an Asbestos survey was not contracted for or performed during this inspection:

The forced air heating system air supply duct/ boots, at the basement ceiling, were presumed to be taped and insulated with an asbestos product as is common to many older homes.

Restrictions:

***Limited Access:** *Prevented our complete visual inspection of the property and includes typical building systems and household items.*

Structure: ☐ Storage items at basement/garage ☐ Crawl space height or wet or no access ☐
☐ Basement /Lower Level - finished ☐ Attic ☐
☐ Insulation on frame ☐ Wet-Rain/Snow ☐

Crawl Spaces: *(Not Applicable)* ☐ low clearance restrictions ☐ Mech blocking full access ☐ Insulation restricted view
☐ not readily accessible ☐ Wet Crawl ☐

Roof: surface: Ladder
attic: Front Bedroom Closet
☐ attic access restricted ☐ height/ pitch ☐ closet access blocked
☐ insulation levels ☐ flashings covered ☐
☐ wet surfaces ☐ roof not traveled

Mech: ☐ Outside temps. too low for A/C checks ☒ A/C system was frozen up
☐ Outside temps. too high for heating inspect. ☒ Furnace was not operated where the a/c evaporator coil was frozen up

Chimney Fireplace: ☐ Not Applicable ☐ Roof Not accessed ☒ Angle of the Flue ☐ Sealed Combustion *Chimney flues are not fully visible without a 'camera scan'...*
☐ Chimney height ☐ Poor Roof Conditions ☐ Chimney Cap Affixed ☒ Other

In all cases, should further access be provided to these areas, structural or mechanical concerns may become apparent:

* The customer has waived the termite Inspection, Sewer Inspection and Radon Test.

*** Components specifically outside the scope of the inspection** (see the inspection agreement for other general exclusions):
Refrigerators Smart Doorbells/ Smart Lighting Washer and Dryer

*** SMOKE & FIRE DETECTION SYSTEMS WERE NOT INSPECTED.** We take "Consumer Reports" Advice very seriously: Your Home and family are likely not well protected. Replace all detectors with new "dual sensor" models when moving to a new house. They also recommend alarms that are wired or wirelessly interconnected, especially in a multilevel house.

INSTALL Carbon Monoxide alarms: At least one carbon monoxide detector per household, near the sleeping area. Additional CO detectors near the home's equipment room(s) provides necessary protection.

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Midwest Home

Inspection pictures & illustrations pg 1

(Picture Pages SHALL be published in color. Faxing or Black & White is NOT authorized)

for: Daniel Branscum @ 4313 Booth

October 21, 2025

Pict 1 Air Conditioner Freezing Up



Pict 2



Pict 3 Bathroom drain - slight leak



Pict 4 Bath Tub drain - slight leak



Pict 5 Unrepaired termite damage



Pict 6 Garage door will not close to latch & air intrusion



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Midwest Home
Home Inspections since 1977

for: Daniel Branscum

The Tips

"AN ounce of PREVENTION..."

We suggest that your property investment be secured by budgeting approx. 1% of the total cost of the house for routine and periodic upkeep. If you need assistance to balance and check the wonders of house stewardship, GO TO http://www.MidwestHomeinc.com

✔= Generic Tips ☒= Specific to this property

EXTERIOR

✔✔ MAINTAIN GUTTERS
☒ Screen Your Roof Gutters
✔ DISCHARGE GUTTERS AT LEAST 3-6 FEET FROM THE HOME
☐ MAINTAIN PROPER GRADE AGAINST FOUNDATION
☐ STORM DRAINS: buried downspouts, French Drains - MAINTAIN
☐ FLUSH DRIVEWAY/ BASEMENT WALK-OUT, PATIO DRAINS
☐ CLOSE OFF CRAWL SPACE VENTS
☐ ASPHALT DRIVEWAYS - SEAL CRACKS Before Each Winter
☒ EXTERIOR PAINT - Periodic Repairs, Prep & Paint
☐ TRIM TREE LIMBS at least 6 feet from the building and the roof
☐ WOOD DECKS - Wash and Treat with "CWF" Preservative
✔ DO NOT INSTALL MULCH or DIRT against the siding.
☐ BRICK/ STONE - Tuck-point/ Seal SIDING/ FOUNDATION
☐ COMPOSITE EXTERIOR SIDING/ Trims - MAINTAIN PAINT!

ROOF

✔✔ FOLLOWING SEVERE STORMS / HAIL - INSPECT the ROOF
☐ VALLEYS Clean Debris and Leaves - BEFORE WINTER
☐ THE ROOF DOES SHOW SOME WEAR. We advise that you inquire about homeowners insurance prior to closing.

INTERIOR

✔✔ TUB/ SHOWER TILE SYSTEMS--MAINTAIN
☐ SUMP PIT - Install Battery operated High Water Alarm - Go eBay
☒ DOOR STOPS install to protect walls from damage
☐ CLOTHES WASHER LOCATED at FINISHED ROOMS- Install HIGH PRESSURE hoses & Secure drain Hose to prevent damage
✔ REKEY EXTERIOR LOCKS/ INSTALL DEADBOLTS
☒ STORM WINDOWS/ SCREENS - Repair. Replace, Install
✔ DISABLE BATH/ BEDROOM DOOR LOCKS FOR CHILDREN Store door keys above doorways.
☐ KITCHEN EXHAUST fan vents to the attic - Change Vent

ENERGY

✔ REPLACE ALL Light bulbs with COMPACT Fluorescent Bulbs
✔ REPLACE YOUR HVAC SYSTEMS w/ The Highest efficiency
☒ INSULATE below the FLOOR at the TOP of the FOUNDATION
☐ CRAWL SPACE - INSTALL VAPOR BARRIER over the earth
✔ ATTIC IMPROVE TO CURRENT STANDARDS OF R30 - R40
☐ Install an "Attic Fan" Winter Cover to prevent heat loss

COMFORT

✔ INSTALL and USE CEILING PADDLE FANS
✔ HUMIDIFIER (BY-PASS TYPE) - INSTALL - & MAINTAIN!!
✔ BALANCE DUCTS AND TUNE HVAC SYSTEMS PER SEASON
☐ ATTIC FAN Hour Timer Install
✔ HEPA "Pleated" AIR FILTERS INSTALL FOR ALLERGIES
☐ Upgrade Heating/Cooling RETURN ducts for better circulation

MECHANICAL

✔✔ FURNACE & A/C--CHANGE FILTERS EVERY 3 MONTH(s) Use MERV 8
☐ HVAC EQUIP. IN ROOMS or ATTIC - SERVICE to Prevent water damage
☒ PRESUMED ASBESTOS INSULATING MATERIALS ON MECHANICAL Systems IS Well BEYOND THE SCOPE OF THIS INSPECTION REPORT.
☐ Duct Tape ☒ Duct/ Pipe/ Equipment Wrappings ☐ Cement Duct/ Wall Board
HOWEVER, in the event that repairs or replacement of these systems may be required, these wrappings must be professionally repaired or removed before work can commence. Resale conditions may also be a consideration.
☐ CENTRAL HUMIDIFIER - Service Yearly. Open & Close per season
☐ PIPES SUBJECT TO FREEZE POTENTIAL:
☐ EXTERIOR FAUCETS / PIPES MUST winterize and drain after Holloween
☐ COMPONENTS OPERATING near, at, or past their life expectancy:

☒ Furnace	☐ Disposal	☐ Main Water Line to Street
☒ A/C	☐ Range/ Oven	☐ Shower Base
☒ Water Heater	☒ Galvanized Water Pipes	☐ Fuse/ Circuit Panels
☐ Dishwasher	☐ Lead or Steel Drains	☒ Knob and Tube Wiring

ELECTRICAL

✔✔ Install and TEST GFCI SAFETY OUTLETS each 4th of JULY - AT WET AREAS like: Baths, Kitchen, Exterior, Basements, Garage, etc.
☒ KNOB & TUBE Wiring - Although common to most period buildings, some insurance companies may discriminate against this original wiring.

SAFETY AND HEALTH

✔✔ SET WATER HEATER TO 120° F for INFANTS and the elderly.
☐ PREVENT UNAUTHORIZED ACCESS to the ATTIC - LOCK INSTALLED?
☐ CHILD "ANTI-TIP" Bracket install to hold down the kitchen range
✔✔ FIRE EXTINGUISHERS - TYPE (10) ABC at each "main" room exit
✔ FIREPLACE - YEARLY INSPECTIONS
✔ SCHEDULE A FREE IN-HOME SECURITY EVALUATION & REPORT - Call your local police station for an appointment
☐ HOT CLOSET LIGHTS - REPLACE w/ FLUORESCENT FIXTURES/ BULBS
☐ WATCH Slabs Walks/ Driveway - TRIP HAZARDS MAINTAIN or REPAIR
☐ ROOF GUTTERS DISCHARGE TO DRIVEWAY or SIDEWALK - USE Concrete safe "Ice-Melt" or sand during freezing temperatures
✔ DIGGING IN YARD?--Better to be safe than.... Call 1-800-344-7483
✔ PLAN YOUR FIRE ESCAPE PROCEDURES ON MOVE-IN DAY
✔✔ PLEASE CHECK THAT SMOKE DETECTORS are installed and tested each year: ❑ Bedroom hallways ❑ Bedrooms ❑ each story ❑ Basement ❑ Garage and ❑ raised ceilings. * Dual-Sensor Detectors should be "hard-wired" with battery back-up and be interconnected for maximum protection.
✔ MOST FINISHED BASEMENTS are not equipped with adequate emergency fire escape or egress. Therefore, smoke detection in those areas is critical.
☐ Older ELECTRIC GARAGE OVERHEAD DOOR OPENERS are potentially hazardous to children where not equipped with safety equipment which is required on all new door openers: A motion detector that reverses the opener when a child or pet, interrupts the beam. We routinely recommend replacing older garage door openers with the new openers for improved child safety.
☐ SAFETY CABLES install for GARAGE OVERHEAD door lift springs

☒ Air Conditioner unit - wash the coil during the summer
☐
☐

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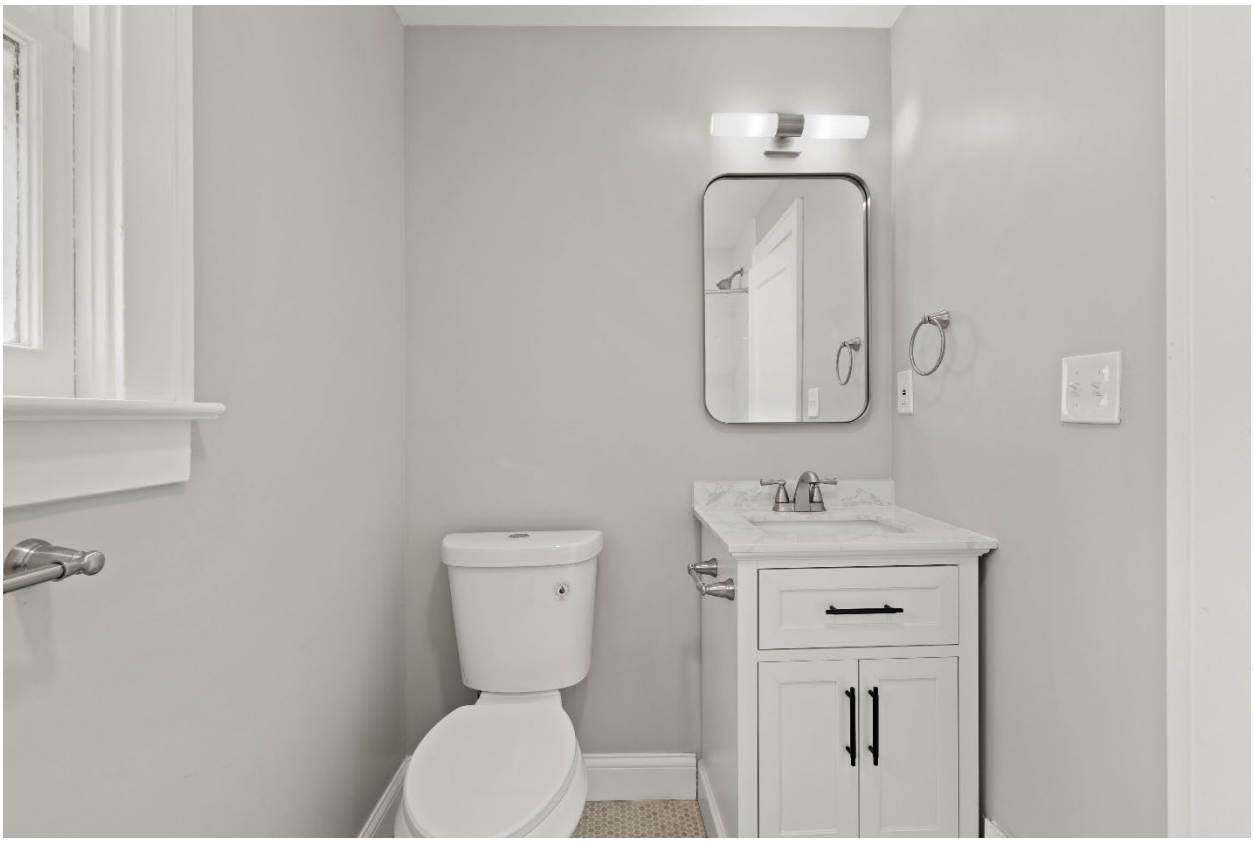
















(Published _____)

SP2025-079

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-079, commonly known as 4313 Booth Street, Kansas City, Kansas, legally described as:

IRELAND & PETERSONS 1ST AD, S34, T11, R25, ACRES 0.11, L7, located at 4313 Booth Street.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a short-term rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maximum number of guests shall be five (5);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
5. **Applicant is to maintain liability insurance;**

6. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
7. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
8. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
9. **Pets are not allowed at the property; however, in accordance with ADA requirements, service animals are permitted. If a guest requires a service animal or an assistance animal for health-related reasons, we have policies in place to ensure proper care and responsible handling. We provide pet waste bags and appropriate disposal facilities on the property;**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
11. **If approved, the business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**

16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-080**

ENERAL INFORMATION

Applicant Information:
Romelia Soto
1129 North 36th Street
Kansas City, Kansas 66102

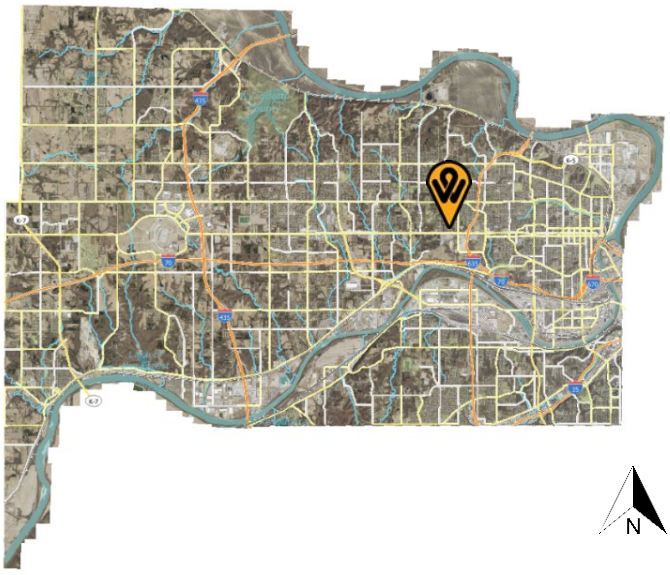
Subject Property:
1129 North 36th Street
Kansas City, Kansas 66102

Requested Action and Purpose:
Approval of a Special Use Permit to have a shipping container on residential property.

Commission Districts:
At-Large Commissioner, District #1:
Melissa Bynum
District #4 Commissioner:
Dr. Evelyn Hill

Existing Zoning District(s):
R-1(B) Single Family District

Plan Area:
PlanKCK Comprehensive Plan





	Adjacent Zoning	Adjacent Uses
North	R-1(B) Single Family District	Single-family home
South	R-1(B) Single Family District	Single-family home
East	R-1(B) Single Family District	Single-family home
West	R-1(B) Single Family District	Single-family home

Total Tract Size: 0.14 Acre

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates this property as Urban Core Residential, which allows a mix of detached and attached residential development with a wide variety of densities within the urban core typically east of I-635. Traditionally one (1) to three (3) on historically platted smaller lots with a diversity of typologies on a single block, including single family homes, duplexes, triplexes, and fourplexes.

Major Street Plan: The goDotte Countywide Strategic Mobility designates North 36th Street as a Local street type

Parking Requirement: Section 27-455(d) states that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling. The property provides two (2) parking spaces.

Landscaping Requirement: Section 27-700(a) states that one (1) shade tree per dwelling unit is required in the front or corner side yard. There is one (1) tree provided on-site.

Advertisement: The Wyandotte Echo – November 13, 2025
Letters to Property Owners – November 14, 2025 and December 1, 2025

Public Hearing(s): January 12, 2026 and January 29, 2026

Public Support: None to date.

Public Opposition: November 20, 2025 – Email was received in with opposition.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Romelia Soto, is requesting a Special Use Permit for Temporary Use of Land for a shipping container on a residential property at 1129 North 36th Street.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. PMZ25-0126 – Zoning PMC – July 31, 2025 – Notice Issued – Storage container in back yard and black business trailer on driveway with no business license.
2. CMP25-179 – Enforcement Complaint – July 21, 2025 – Storage container and business trailer along with front of the property – Closed.
3. 15208-01912 – Code-Environment – July 22, 2015 – White 50's pickup with no tags – Completed.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. ***The Character of the Neighborhood.***

   The subject property is located within the Northwest Statistical Neighborhood, Kensington Community Neighborhood Group, and Census Block Group #0413003. The neighborhood consists of single-family homes adjacent to the subject property. State Avenue is located to the south of the property, and I-635 is located to the west.

2. ***The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.***

The zoning and uses are set out above. The subject property is surrounded by the R-1(B) single-family residential homes. The proposed use, which is Industrial is not compatible with nearby uses because the adjacent properties and the subject property are all residential zoning.

3. ***The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?***

   The proposed use is not suitable for the subject property since shipping containers are only allowed for industrial zoning districts. The removal of restrictions will detrimentally affect nearby properties.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates this property as Urban Core Residential, which allows a mix of detached and attached residential development with a wide variety of densities within the urban core typically east of I-635. Traditionally, one (1) to three (3) on historically platted smaller lots with a diversity of typologies on a single block, including single-family homes, duplexes, triplexes, and fourplexes. The proposed use does not conform to the PlanKCK Comprehensive Plan designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use does not the potential to increase vehicular traffic and should not exceed the capacity of North 36th Street, a Local Street, to accommodate it if managed properly.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use is not reasonably necessary for the convenience and welfare of the public because it only benefits the property owner. The proposed use can affect the use, quality, or marketability of nearby property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

It is not expected to occur in durations or intensities as to create issues with nearby properties. These are not expected to create problems for nearby property, however if it does, this permit is only recommended for one (1) year, and it is nonrenewable.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute the air, land or water as it is an existing, permitted.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted structure in an existing, built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    There is no relative gain to the public health, safety and welfare, this would only benefit the owner of the subject property. If denied, the property owner may not use the property for temporary use of land for commercial purposes for a storage container.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to result in overcrowding or land or undue concentrations of population.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 1129 North 36th Street on December 29, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Temporary Storage on Residential Property

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-0XX**, **for six (6) months**, subject to:

1. **The personal hauling trailer located in the driveway shall be moved to the rear. Section 27-609(6) The parking of vehicles or equipment shall not occur on lawn areas, or other locations that tend to visually downgrade the property and neighborhood. Parking shall be limited to areas that have an improved surface and such areas shall generally be located in close relationship to the garage or an otherwise vehicle-oriented section of the premises or be located in the rear yard, so that the lawn areas upon which the living section of the dwelling faces can be attractively maintained with grass, trees and shrubs;**
2. **If approved, the home based business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
3. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
4. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
5. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
6. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure**

to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

7. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
8. **The Special Use Permit shall be valid for ~~one (1) year~~ six (6) months from the publication of the associated Ordinance. This Special Use Permit for the Temporary Use of Land for Commercial Purposes cannot be renewed. Following the expiration of the permit, all operations must cease on the property and must be relocated to a property that is zoned appropriately for such storage; (Amended by the City Planning Commission)**
9. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
10. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-080** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Neighborhood Meeting Affidavit with Sign-In Sheet

Neighborhood Meeting Minutes
Images Submitted by Applicant
Images taken by Staff November 19, 2025
Opposition from the Public, November 20, 2025

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-080** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-080,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:

Hearing starts at 12:48:
SP2025-080 - ROMELIA SOTO
Synopsis: Special Use Permit for Temporary Use of Land for a shipping container on a residential property at 1129 North 36th Street. *Detailed Outline of Requested Action:* The applicant, Romelia Soto, is requesting a Special Use Permit for Temporary Use of Land for a shipping container on a residential property at 1129 North 36th Street.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Romelia Soto, Applicant, 1129 North 36th Street, Kansas City, Kansas 66102
- Evelyn Mendez, Translator

The Planning Commission directed their questions to the Applicant.

Present in Opposition:

- No one appeared

Staff Recommendation starts at 17:10: Lead Planner Byron Toy stated that Staff did receive a letter in opposition to this case, stating concerns about a trailer parked in the driveway. Condition #1 is to relocate the trailer to the back of the property. Staff is recommending approval of this Special Use Permit for one (1) year so they can relocate the storage container.

The Planning Commission directed questions to Toy.

Motion starts at 20:50:

On motion by Commissioner Ward, seconded by Commissioner Jones, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-080 amending the conditions for six (6) months:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0
Subject to:

1. **The personal hauling trailer located in the driveway shall be moved to the rear. Section 27-609(6) The parking of vehicles or equipment shall not occur on lawn areas, or other locations that tend to visually downgrade the property and neighborhood. Parking shall be limited to areas that have an improved surface and such areas shall generally be located in close relationship to the garage or an otherwise vehicle-oriented section of the premises or be located in the rear yard, so that the lawn areas upon which the living section of the dwelling faces can be attractively maintained with**

grass, trees and shrubs;

2. **If approved, the home based business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
3. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
4. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
5. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
6. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
7. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
8. **The Special Use Permit shall be valid for ~~one (1) year~~ six (6) months from the publication of the associated Ordinance. This Special Use Permit for the Temporary Use of Land for Commercial Purposes cannot be renewed. Following the expiration of the permit, all operations must cease on the**

property and must be relocated to a property that is zoned appropriately for such storage; (Amended by the City Planning Commission)

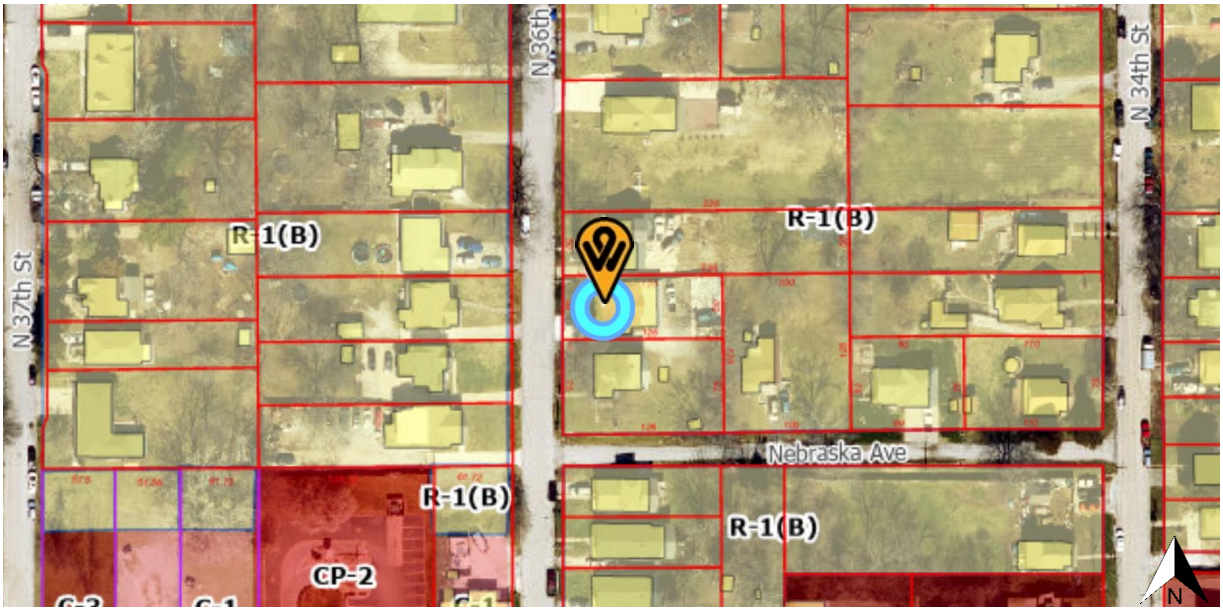
9. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
10. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



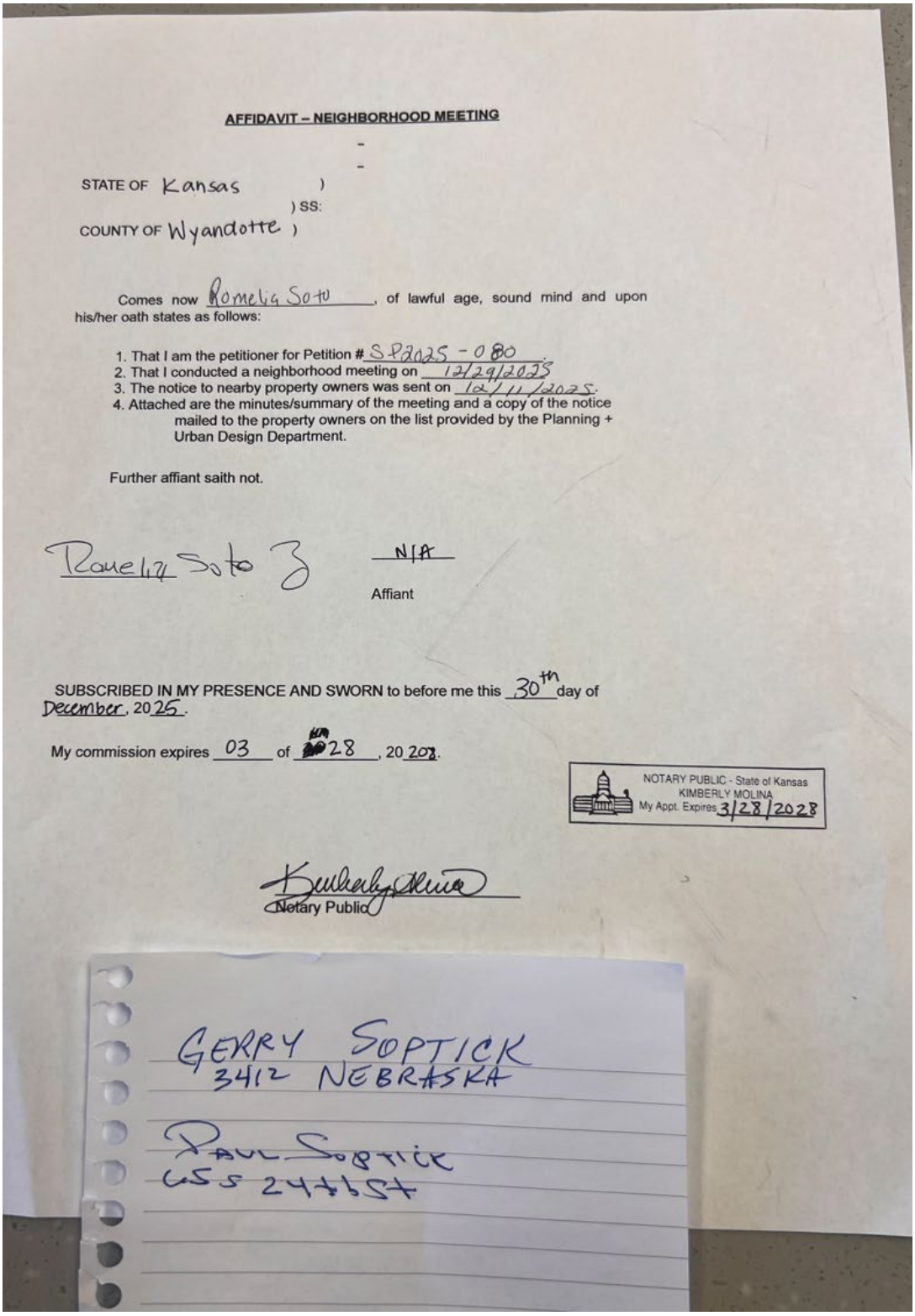
ZONING MAP



LAND USE MAP


36TH
Right-of-Way
NEBRASKA
Urban Core
Residential
Community
Commercial
N

ADDITIONAL ATTACHMENTS



AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte)

Comes now Romelia Soto, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-080.
2. That I conducted a neighborhood meeting on 12/29/2025
3. The notice to nearby property owners was sent on 12/11/2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Romelia Soto J N/A

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30th day of December, 2025.

My commission expires 03 of 2028, 20 20.

NOTARY PUBLIC - State of Kansas
KIMBERLY MOLINA
My Appt. Expires 3/28/2028

Notary Public

GERRY SOPTICK
3412 NEBRASKA

PAUL SOPTICK
655 24TH ST

On December 29th at 6:00pm only couple neighbors showed up
Which share their concerns about the containers and wanted to make sure that we aren't not having any construction as the letter made sound like it, the neighbors stated they agreed upon if this was not going to be permanent as we explain them we are doing this process to be able to have time and be able to move my belongings As well take the supplies to my contraction in Mexico which due to work we are not able to make the drive often, and we only wanted to get more time to be able to find either a buyer or a place to move the container to, unfortunately we are not financially stable to afford a moved and a place t rent a storage facility if necessary which I did at some point and U-Haul got broke into and stole several thousand of dollars word of belongings which was the main reason we bought it which I explained the neighbors about we even talk of how long they have been living in the area and how much has been improving within the last couple years


TGSU 220614
22G1
MAX.GR.
TARE
NET
CU.CAP.
NO PARKING ANY TIME
NO PARKING





This is in reference to special permit petition sp2025-080..... they are requesting a use of land for a shipping container on the property. They already have a shipping container on the property which is in violation of the codes. Also they have an enclosed trailer sitting in their front yard sticking out to the street...
enclosed are pictures of both.... I heartly disagree on their getting the special use permit.....





(Published _____)

SP2025-080

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-080, commonly known as 1129 North 36th Street, Kansas City, Kansas, legally described as:

WOODLAND PARK & 0636, S5, T11, R25, ACRES 0.140000, W 126FT OF S 1/2 L72, located at 1129 North 36th Street.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for Temporary Use of Land for a shipping container on a residential property.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **The personal hauling trailer located in the driveway shall be moved to the rear. Section 27-609(6) The parking of vehicles or equipment shall not occur on lawn areas, or other locations that tend to visually downgrade the property and neighborhood. Parking shall be limited to areas that have an improved surface and such areas shall generally be located in close relationship to the garage or an otherwise vehicle-oriented section of the premises or be located in the rear yard, so that the lawn areas upon which the living section of the dwelling faces can be attractively maintained with grass, trees and shrubs;**

2. **If approved, the home based business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
3. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
4. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
5. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
6. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
7. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
8. **The Special Use Permit shall be valid for six (6) months from the publication of the associated Ordinance. This Special Use Permit for the Temporary Use of Land for Commercial Purposes cannot be renewed.**

Following the expiration of the permit, all operations must cease on the property and must be relocated to a property that is zoned appropriately for such storage;

9. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
10. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-082**

GENERAL INFORMATION

Applicant Information:
Jaime Garcia
1809 North 7th Street Trafficway
Kansas City, Kansas 66101

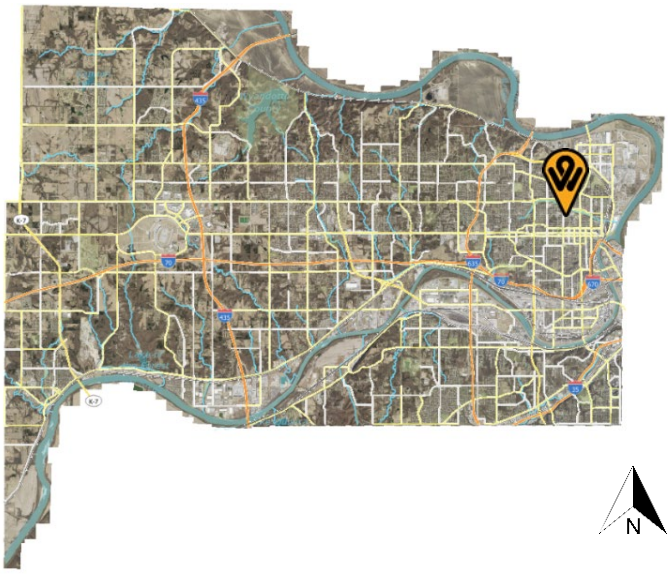
Subject Property:
1809 North 7th Street Trafficway
Kansas City, Kansas 66101

Requested Action and Purpose:
Approval of a Special Use Permit for used automotive sales.

Commission Districts:
Commissioner At-Large District #1:
Melissa Bynum
District #1 Commissioner:
Jermaine Howard

Existing Zoning District(s):
M-3 Heavy Industrial District

Plan Area:
Northeast Area Plan





	Adjacent Zoning	Adjacent Uses
North	M-3 Heavy Industrial District	Jersey Creek Park East
South	R-1 Single Family and RP-5 Planned Apartment Districts	Single-family homes
East	R-1(B) Single Family District	Residential home
West	M-2 General Industrial District	Jacobs Property Management

Total Tract Size: 2.49 Acres

Comprehensive Plan Designation: The Northeast Area Plan designates the subject property as Lower-Medium Density Residential, which allows single-family homes, townhouses and duplexes and Neighborhood Mixed Use, which allows for a mix of single-family houses, apartment buildings, small commercial buildings, and mixed-use buildings.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates North 7th Street Trafficway as a Minor Arterial.

Parking Requirement: Section 27-470(f) states that one (1) space for each 500 square feet of building area be provided. For buildings larger than 20,000 square feet, only one space for each 1,000 square feet needs to be provided for increments between 20,000 and 50,000 square feet.

Landscaping Requirement: Section 27-470(h) states that six (6) foot high architectural screening in combination with a buffer area is to be provided along all side and rear property lines common to or across an alley from residentially zoned property.

Advertisement: The Wyandotte Echo – November 13, 2025
Letters to Property Owners – November 14, 2025

Public Hearing(s): December 8, 2025, January 8, 2026, January 12, 2026, and January 29, 2026

Public Support: There was one (1) person in support at the December 8, 2025 meeting. One (1) email was sent in support.

Public Opposition:	There was one (1) letter in opposition at the January 8, 2026 Board of Commissioners Meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Jaime Garcia, is requesting a Special Use Permit to operate a used automotive sales dealership at 1809 North 7th Street.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. 19220-00611 – Graffiti – October 15, 2019 – Completed.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Northeast Statistical Neighborhood, Groundworks Neighborhood Business Group, and Census Block Group #0411002. The neighborhood consists of M-3 Heavy Industrial District to the north, M-2 General Industrial District to the west and residential homes to the south and east of the property.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by the M-3 Heavy Industrial District, M-2 General industrial District, R-1 Single-Family District and R-1(B) Single-Family District. The proposed use, which is commercial in nature, is compatible with nearby uses if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?***

   The proposed use is suitable for the subject property. The removal of restrictions could detrimentally affect nearby property.

4. ***The length of time the property has remained vacant as zoned.***

   The property has been vacant since May 2025.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the Northeast Area Plan. The Northeast Area Plan designates the subject property as Lower-Medium Density Residential, which allows single-family homes, townhouses and duplexes and Neighborhood Mixed Use, which allows for a mix of single-family houses, apartment buildings, small commercial buildings, and mixed-use buildings. The proposed use conforms to the Northeast Area Plan designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use does not the potential to increase vehicular traffic, and should not exceed the capacity of North 7th Street Trafficway, a Minor Arterial to accommodate it if managed properly.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use is not reasonably necessary for the convenience and welfare of the public because the property is right next to a residential home to the south. Loud noise, light, vibration, and traffic could cause potential problems. The proposed use could affect the use, quality, or marketability of nearby property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   Noise, vibration, and illumination could potentially be expected to occur in durations or intensities to create issues with nearby properties. This could occur from vehicles being brought to the property at hours not normally associated with “typical” business hours from 8:00 AM to 6:00 PM because the property is

zoned M-3, and there are no operating restrictions unless set forth by the governing body for this Special Use Permit.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute the air, land or water as it is an existing, permitted commercial use property.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted structure in an existing, built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain to public health, safety and welfare is minimal. If denied, the property owner may not use the property for an auto dealership, however, they can still propose a new use that fits within the M-3 Heavy Industrial District guidelines.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to result in the overcrowding or land or undue concentrations of population is managed properly, however, given the shape of the property, the southeast corner of the site, abutting New Jersey Avenue appears to be the locale for additional inventory of vehicles on the property.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 1809 North 7th Street on November 21, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Noise
Lights
Vibration

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-082**, **for two (2) years**, subject to:

1. **Hours of operation are Mondays – Saturdays, 9:00 AM – 6:00 PM;**
2. **Parking lot shall be repaved with asphalt or concrete, and striped accordingly. Gravel surfaces are not permitted;**
3. **Section 27-467(g) requires that a six (6) foot high architectural screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property. Additional screening or buffering may be required to soften the visual impact of parking or unsightly areas;**
4. **Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;**
5. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
6. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
7. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
8. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
9. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
10. **The Special Use Permit is not valid for the approved use to be in operation**

until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

11. **Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspection Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;**
12. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
13. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
14. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**

15. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
16. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-082** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Neighborhood Meeting Documents
Site Plan
Floor Plan
Images Submitted by Applicant
Images Taken by Staff on November 19, 2025
Letter in support, sent January 12, 2026

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	December 8, 2025 Approval January 12, 2026 Approval	January 8, 2026 Sent Back to CPC January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-082** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-082,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:
Hearing starts at 22:03:
SP2025-082 - JAIME GARCIA
Synopsis: Special Use Permit for automobile sales at 1809 North 7th Street. *This item was sent back to the City Planning Commission from the Board of Commissioners meeting on January 8, 2026. Detailed Outline of Requested Action:* The applicant, Jaime Garcia, is requesting a Special Use Permit to operate a used automotive sales dealership at 1809 North 7th Street.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. Commissioner Jones stated she spoke to Commissioner Howard about this case.

Present in Support:

- Jaime Garcia, Applicant, 1809 North 7th Street, Kansas City, Kansas 66101

The Planning Commission directed questions to the Applicant.

Present in Opposition:

- No one appeared

Staff Recommendation starts at 28:15: Lead Planner Byron Toy stated that Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 28:30:

On motion by Commissioner Beth, seconded by Commissioner Ernst, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-082 for two (2) years:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0
Subject to:

1. **Hours of operation are Mondays – Saturdays, 9:00 AM – 6:00 PM;**
2. **Parking lot shall be repaved with asphalt or concrete, and striped accordingly. Gravel surfaces are not permitted;**
3. **Section 27-467(g) requires that a six (6) foot high architectural screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property. Additional screening or buffering may be required to soften the visual impact of parking or unsightly areas;**
4. **Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where**

the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;

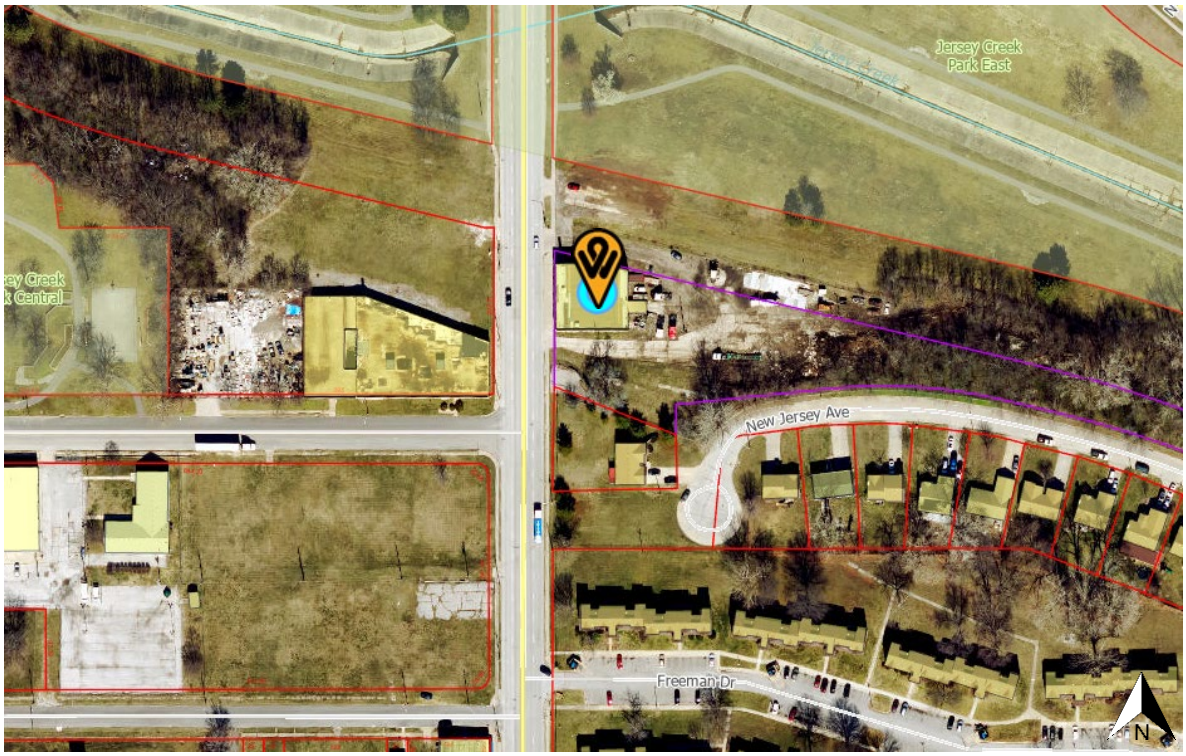
5. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
6. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
7. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
8. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
9. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
10. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
11. **Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspection Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;**
12. **Any business in Wyandotte County that is required to obtain any Special**

Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

13. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
14. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
15. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
16. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



ZONING MAP



LAND USE MAP


Parks and
Open Space
Neighborhood
Mixed Use
Lower-Medium
Density Residential
Medium-Higher
Density
Residential
Historic and
Institutional
PARALLEL
WALKER
NEW JERSEY
FREEMAN
FREEMAN
FREEMAN
7TH ST
6TH
5TH
N

Special Use Permit Application – Vehicle Dealership
Application No.: SP2025-082
Location: 1809 N 7th Street, Kansas City, KS 66101
Date of Meeting: 11/21/2025
Start Time: 5:30 PM
End Time: 6:20 PM

Neighborhood Meeting Minutes

1. Meeting Purpose

The purpose of the meeting was to inform surrounding residents about the proposed vehicle dealership at 1809 N 7th Street and to gather community feedback, questions, and concerns regarding Special Permit Application SP2025-082.

2. Attendance

A total of 8 neighborhood residents attended the meeting. All attendees reside within the surrounding area of the project site.

3. Overview of Proposed Project

The applicant provided an overview of the planned small vehicle dealership operation, including the intended use of the property, improvements to the site, and commitments to meet Unified Government requirements.

4. Questions, Comments, and Discussions

The following topics and concerns were raised by neighbors during the meeting:

A. 6-Foot Privacy Wall

- Residents asked whether a 6-foot privacy wall would be constructed.
- Discussion included potential benefits to community appearance, noise reduction, and property separation.

B. Community Benefits

- Attendees asked what benefits the dealership would provide to the community.
- Suggestions included supporting neighborhood youth, improving the site's appearance, and contributing to local safety.

C. Expectations of Community Benefits Proposal

- Neighbors requested clarification on any formal community benefit proposals, including engagement or outreach plans.

D. Distance to Adjacent Residence

- A resident noted that a family home, specifically a grandmother's residence, is approximately 200 feet away from the site and expressed interest in ensuring respectful operations.

E. Mechanical Work

- Neighbors asked whether mechanical repairs or auto shop activities would occur on-site.
- The applicant clarified intended operations and limits on repair work.

F. Youth Opportunities & Redirection

- Residents discussed potential opportunities for young people, including mentorship, job exposure, or positive engagement.

G. Real Estate Concerns

- Individuals involved in real estate expressed interest in how the dealership could impact property values, traffic, and neighborhood character.

H. Community Connection

- Attendees emphasized the importance of knowing who is operating businesses in the community and maintaining open communication.

I. Hours of Operation

- Questions were raised regarding the proposed business hours for the vehicle dealership and how late operations would continue.

J. Cleanliness & Site Maintenance

- Neighbors emphasized the importance of maintaining a clean, orderly, and well-kept space, free from debris, excessive vehicles, or clutter.

5. Meeting Conclusion

The applicant thanked all attendees for their input and affirmed a commitment to addressing neighborhood concerns while improving the property. Residents were encouraged to continue communication throughout the permitting process.

The meeting adjourned at 6:20 PM.

MEETING MINUTES

Application Number: SP2025-077
Date and Location: November 24, 2025 @ 5:30pm

Meeting called to order at: 5:30 PM

Names of people in attendance:

1. JUAN MERCADO
2. KARIA PEREZ
3.
4.
5.
6.
7.
8.
9.
10.
11.

Introductions:

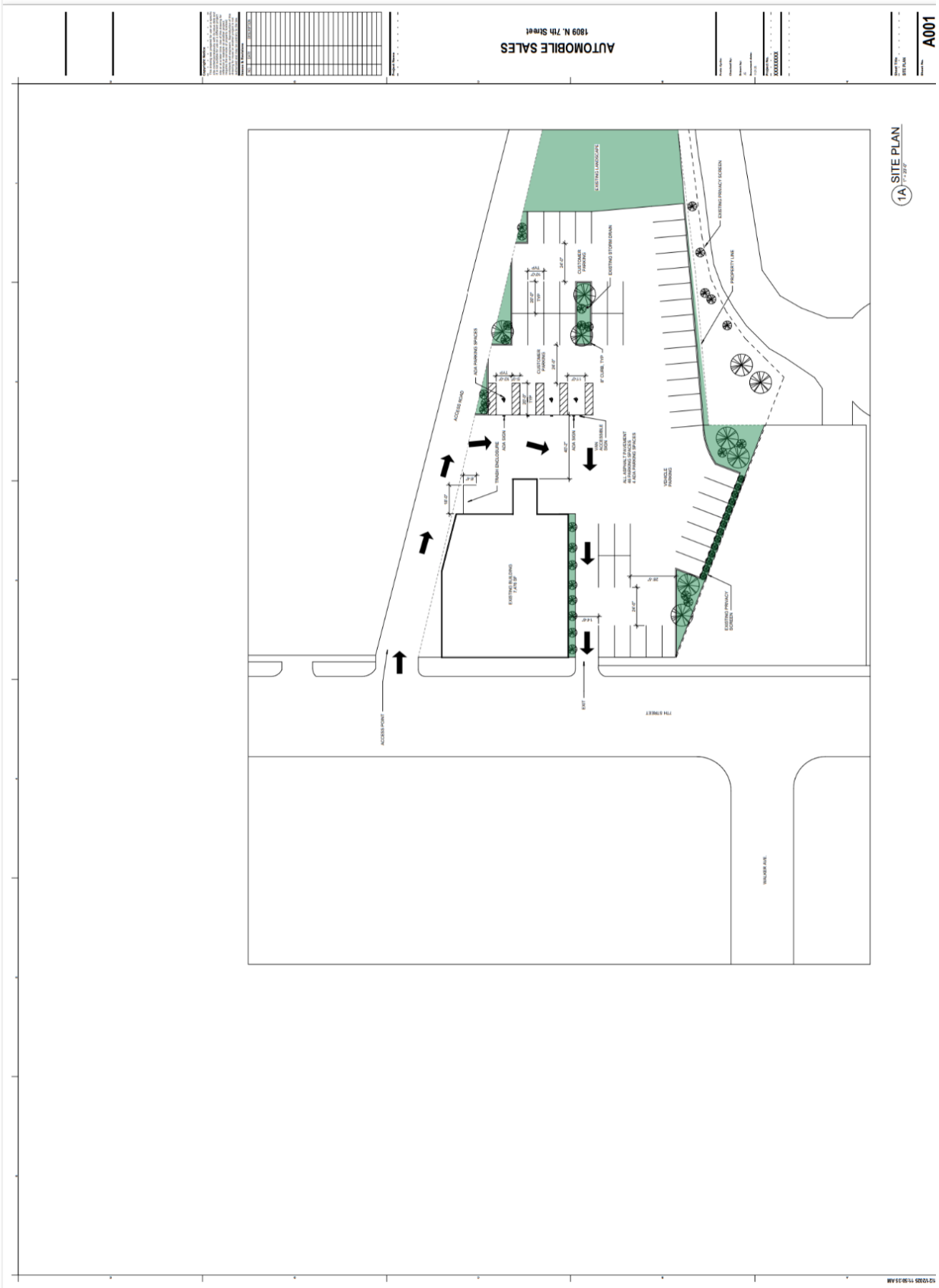
Presentation by applicant and/or team (explain what information was given to those in attendance and a summary of what the speaker said).

Questions and answers (include the following):

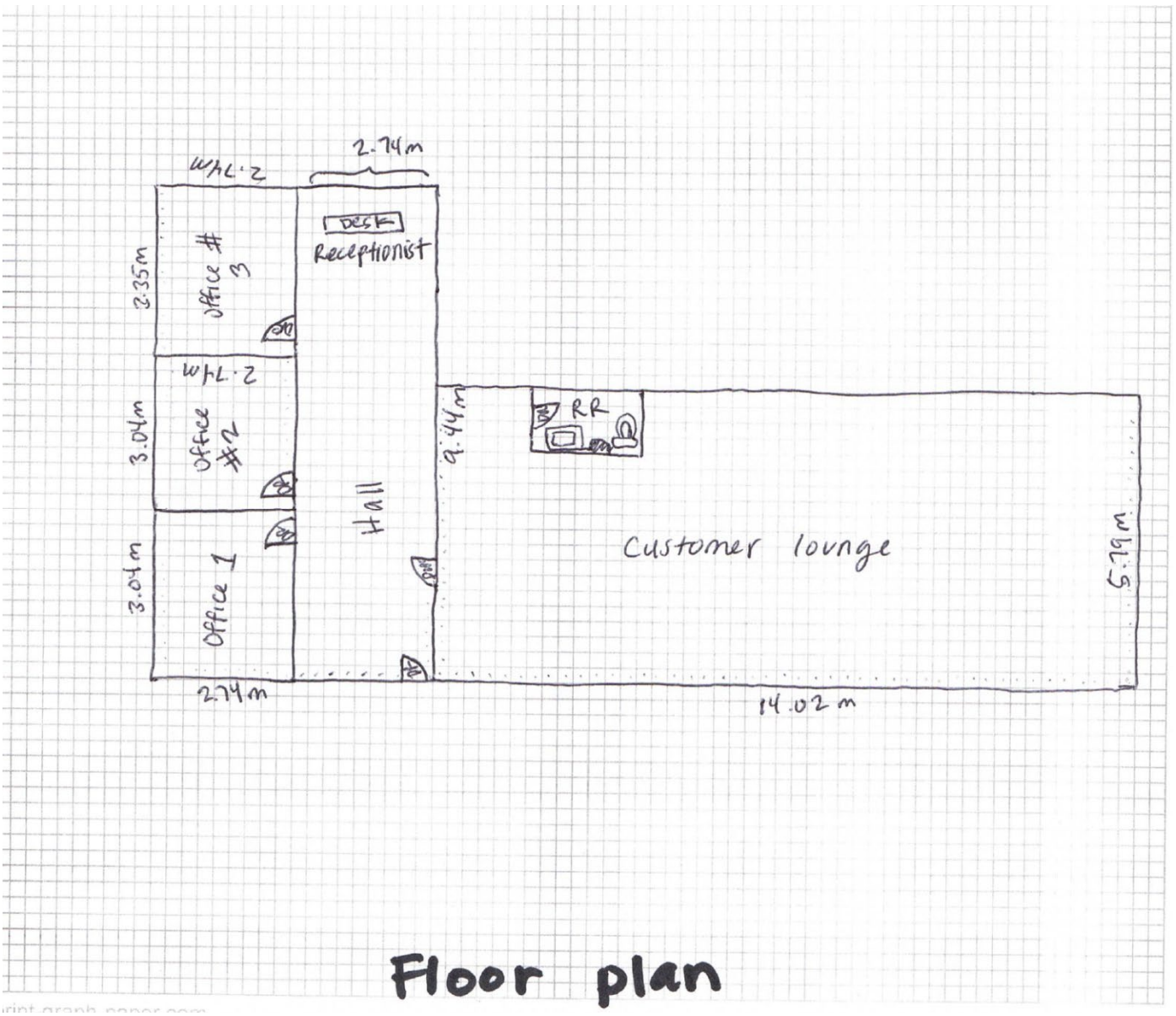
- Who asked question or gave comment
- What was the question or comment
- Who answered the question/comment
- What was the answer given

Meeting adjourned at:

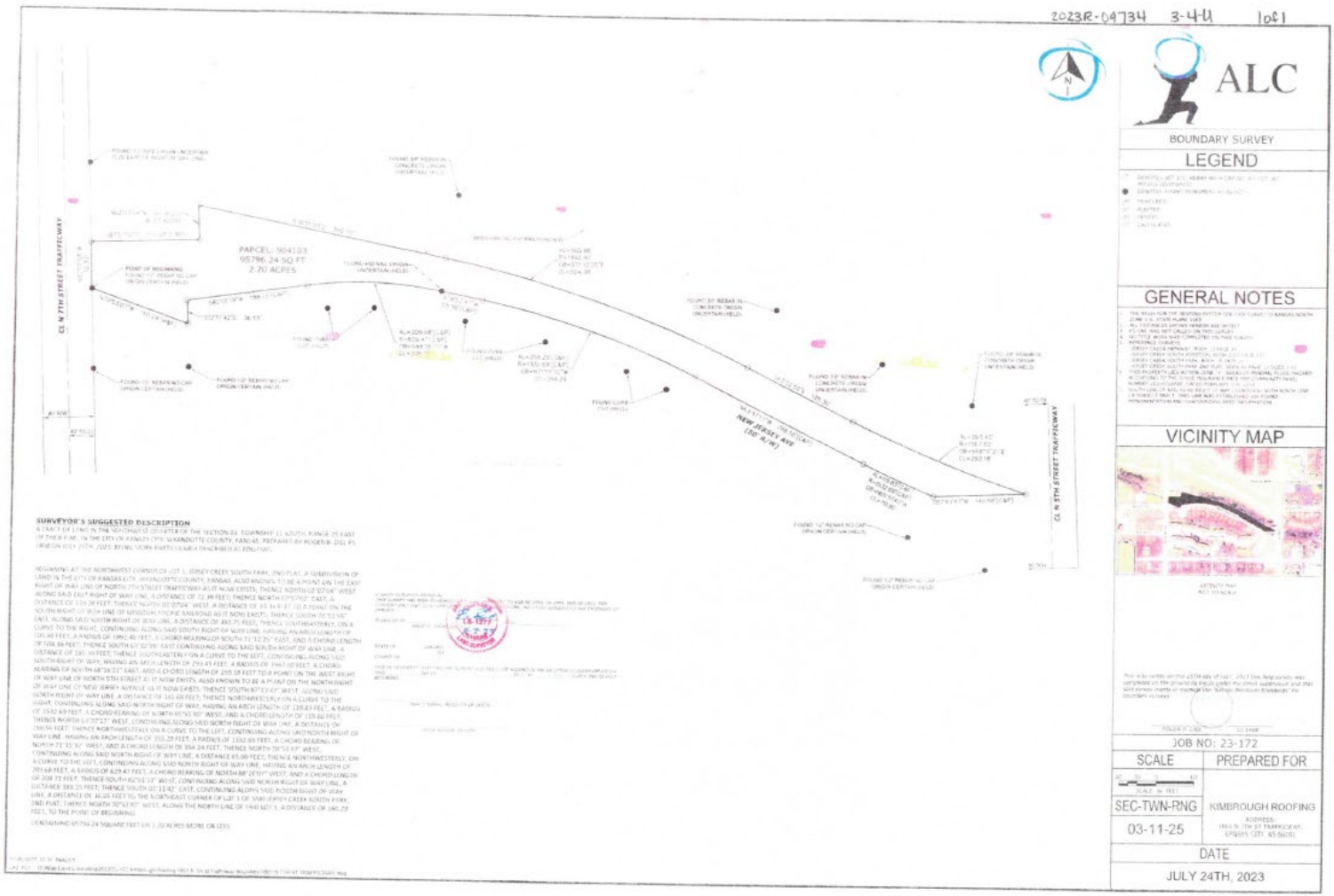
Minutes taken by: Thai Williams


AUTOMOBILE SALES
1809 N. 7th Street
A001
1A SITE PLAN
EXISTING LANDSCAPE
EXISTING PRIVACY SCREEN
PROPERTY LINE
CUSTOMER PARKING
EXISTING STORM DRAIN
ADA PARKING SPACES
ACCESS ROAD
6" CURB, TYP
TRASH ENCLOSURE
ADA SIGN
ALL ASPHALT PAVEMENT AS INDICATED ON PLAN & ADA PARKING SPACES
VEHICLE PARKING
EXISTING BUILDING 7,476 SF
EXISTING PRIVACY SCREEN
ACCESS POINT
EXIT
7TH STREET
WALKER AVE

Owner: MPG Investments
1809 N 7th St Trfwy
Kansas City KS
Asphalt Parking Area
Existing Building
7th Street Trafficway
Access
Exit
15'
35'
55'
108'
90'
36'
20ft
15ft
22ft
22ft
10'


2.74m
WHL·2
DESK
Receptionist
Office #3
2.35m
WHL·2
Office #2
3.04m
Office 1
3.04m
Hall
9.44m
RR
Customer lounge
5.79m
2.74m
14.02m

Floor plan


2023R-049734 3-4-4 1 of 1
ALC
BOUNDARY SURVEY
LEGEND
GENERAL NOTES
VICINITY MAP
PARCEL: 904103
95796.24 SQ FT
2.20 ACRES
CL N 7TH STREET TRAFFICWAY
NEW JERSEY AVE
(80' R/W)
CL N 5TH STREET TRAFFICWAY
SURVEYOR'S SUGGESTED DESCRIPTION
JOB NO: 23-172
SCALE
PREPARED FOR
SEC-TWN-RNG
03-11-25
KIMBROUGH ROOFING
DATE
JULY 24TH, 2023


1809









Board of Zoning Appeals & City Planning Commission

Dear Commissioners:

Please approve the application for a two-year Special Permit for SP2025-082 for a used automotive sales business at 1809 N. 7th Street for the following reasons:

1. It is my understanding that the site's current M-3 Heavy Industrial zoning classification permits land uses that could potentially pose a greater environmental threat to the surrounding neighborhood and the proposed Tremont housing development than SP2025-082. This is because those applications would not require approval by either the Unified Government Board of Commissioners or the City Planning Commission. Several years ago, a significantly similar issue surfaced when the State of Kansas chose to place a probation center in proximity of a child day care center. The state was not required to seek Unified Government approval because the zoning permitted it. Remembering this situation, I believe that the City Planning Commission is particularly sensitive to any threat to the well-being of families in either the surrounding neighborhood or proposed housing development. In that sense, it seems that their actions to approve SP2025-082 as a preventive action.
2. In addition, the request for a two-year permit permits a limited trial period whereby citizens can conduct visual, audible and verbal oversight and generate reports. The applicant would be required to make substantial site improvements that would greatly enhance the appearance and functionality of the property. These improvements include paved and striped parking, screened fencing, enclosed trash facilities, and landscaping. On the other hand, denial of the permit would forego enforceable site improvements and oversight.

I respectfully urge the Commission to consider these factors in its deliberations.

Sincerely,

Elnora Q. Tellis, Co-founder, HNMA/Groundwork NRG

(Published _____)

SP2025-082

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-082, commonly known as 1809 North 7th Street, Kansas City, Kansas, legally described as:

> 9041, S3, T11, R25, ACRES 2.49, BEG 546FT S OF NE COR SW1/4; W 145.68FT, NWLY CUR RT-119.83FT, N64W-298.56FT, NWLY CUR LT-355.29FT, N79W-65FT, WLY CUR LT-209.68FT, S82W-188.15FT, S 36.65FT, N71W-160.29FT, N 165.65FT, S79E-567.69FT, SELY CUR RT-505.88FT, S64E-185.3FT, SELY CUR LT-293.45FT TO POB CONTG 2.5AC M/L, located at 1809 North 7th Street.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for automobile sales.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Hours of operation are Mondays – Saturdays, 9:00 AM – 6:00 PM;**
2. **Parking lot shall be repaved with asphalt or concrete, and striped accordingly. Gravel surfaces are not permitted;**
3. **Section 27-467(g) requires that a six (6) foot high architectural screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property. Additional screening or**

buffering may be required to soften the visual impact of parking or unsightly areas;

4. **Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;**
5. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
6. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
7. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
8. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
9. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
10. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**

11. **Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspection Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;**
12. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
13. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
14. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
15. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the**

petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,

16. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-083**

GENERAL INFORMATION

Applicant Information:
Santos Ornelas
Applicant and Operator
7931 Hall Drive
Lenexa, Kansas 66219

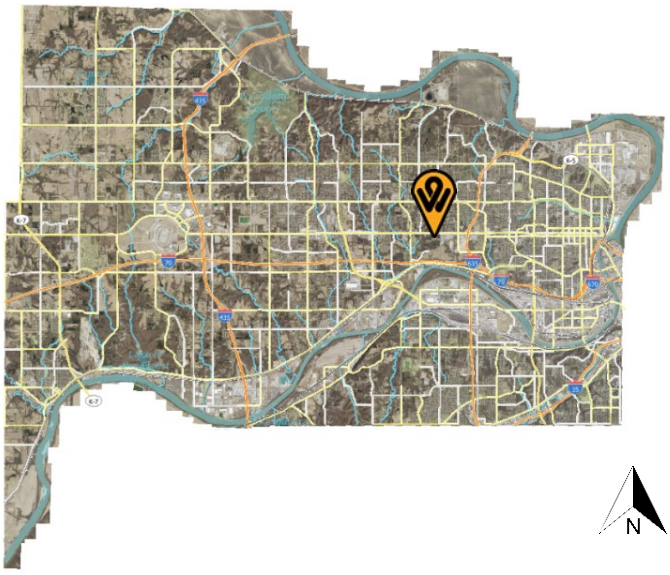
Subject Property:
5235 State Avenue
Kansas City, Kansas 66102

Requested Action and Purpose:
Approval of a Special Use Permit to continue operating an event venue with live entertainment (SP2023-064 expires January 25, 2026).

Commission Districts:
At-Large Commissioner District #1:
Melissa Bynum
District #8 Commissioner:
Andrew Davis

Existing Zoning District(s):
CP-2 Planned General Business District

Plan Area:
PlanKCK Comprehensive Plan





	Adjacent Zoning	Adjacent Uses
North	C-1 Limited Business and CP-2 Planed General Business Districts	Vacant motel
South	R-1 Single Family District	Large lot, single-family residence
East	R-1 Single Family District	Wooded, undeveloped land
West	R-1 Single Family District	Wooded, undeveloped land

Total Tract Size: 2.09 Acres

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Corridor Mixed Use, which allows retail, office, small businesses and residential. Access to residential uses and their facilities is allowed at street level. Live/work units with commercial/retail on the street level and residential above area allowed if the work units on the first floor contribute to the commercial/retail nature of the block.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates State Avenue as a Major Arterial.

Parking Requirement: Section 27-668(a)(12) states taverns or private clubs serving alcoholic or cereal malt beverages shall provide one (1) space for each 50 square feet of seating area or assembly area plus one (1) space for each remaining 200 square feet of total floor area. 96 parking spaces are required. 96 parking spaces are provided.

Landscaping Requirement: Section 27-466(g) Trees are required to be provided at not less than one (1) per 7,000 square feet of site area. Six (6) foot high architectural screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property.

Advertisement: The Wyandotte Echo – December 18, 2025
Letters to Property Owners – December 19, 2025

Public Hearing(s):	January 12, 2026 and January 29, 2026
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant and operator, Santos Ornelas, is requesting a Special Use Permit to continue operating an event space with live entertainment at 5235 State Avenue.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. 2010 – 10216-00008 – zoning citations for multiple yard signs (previous owner).

Outstanding or Related Permit and Cases:

1. DRC25-0015 – building permit for a occupancy change and tenant finish for Club Cristal event space.
2. SP2023-064 – Special Use Permit for an event space with live entertainment – Approved for two (2) years, expiring on January 25, 2026.

Previous Planning Actions:

1. SP2022-106 – operate an audio business and host car audio meets.
2. SP-2018-48 – a 190-foot self-supporting stealth-type monopole telecommunication tower approved by the Unified Government Board of Commissioners on May 31, 2018.
3. DRC 18300-00715 – building permit for 190-foot communication tower and related group equipment.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is within the Coronado Statistical Neighborhood and Census Block Group 0439052. The subject property is along State Avenue,

which is a major east/west commercial corridor in the City. This portion of State Avenue is transitional, mostly residentially zoned property on the south side of State Avenue between 49th Street to the east and 55th Street to the west.

2. ***The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.***

   The zoning and uses of nearby property are set out above. The are two (2) parcels to the south that have single-family residences, however the parcels to the east and west are undeveloped. Current nearby uses include a vacant motel, various commercial buildings/businesses, wooded, undeveloped land and single-family homes. The mixed nature of these uses and current presence of alcohol-serving establishments indicates that a drinking establishment would be compatible.

3. ***The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?***

   The property is suitable for a small event space because it is a larger parcel with wooded, undeveloped land on the periphery. There is a possibility for increased parking demand with the use, although philosophically, the parking code should evaluate alternate modes of transportation to reduce drinking and driving. Noise is also a factor, but can be mitigated if managed properly.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the Comprehensive Plan. The PlanKCK Comprehensive Plan designates this property as Corridor Mixed Use, which allows retail, office, small businesses and residential. Because the event space is a small, commercial business, the proposed use does conform to the PlanKCK Comprehensive Plan.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   As previously mentioned, the subject property includes space for live entertainment in which alcohol is served. The proposed use will by its nature result in increasing the amount of vehicular traffic, but not to the point where it exceeds the capacity of the street network to accommodate it because the site

and building were developed for commercial purposes.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use is not reasonably necessary for the convenience and welfare of the public, although it could be seen as desirable to have as a neighborhood feature. There are restaurants that serve alcohol along State Avenue. It is not concluded that the presence of a drinking establishment at this space will substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property if properly managed.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   There is a potential for noise to be a problem at this location, as a drinking establishment with live entertainment adjacent to a residence tends to heighten neighbor’s awareness of potential issues associated with a business.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute air, land or water as it is located in an existing, permitted structure. If the applicant properly manages the property, trash from patrons should be minimal and temporary.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use would not damage or destroy an irreplaceable natural resource as it will operate within an existing structure in a two (2) tenant commercial strip center.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The proposed use will not have an adverse impact on the points listed above. If the application is denied, the applicant will need to find a new business/use that is allowed by right within the CP-2 Planned General Business District.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use would not result in undue concentrations of populations as the Fire Marshal will provide a limit on the number of allowed occupants. There should not be an overcrowding of land as there is ample parking on the property in the front and rear of the property to accommodate employees and patrons as well as the existing liquor to the west.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 1520 Central Avenue on December 29, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Screening/Landscaping/Buffering
Security
Noise
Parking
Illumination
Pedestrian Access

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-083**, **for two (2) years**, subject to:

1. **Hours of operation shall be Sunday through Thursday from 4:00 PM – 12:00 AM and Friday through Saturday from 12:00 PM – 1:30 AM;**
2. **The live entertainment shall cease operation by 1:00 AM;**
3. **Off-duty KCK police officer, Gerado Velasquez, Jr. will be the security personnel for the drinking establishment;**
4. **Alcohol can only be provided by licensed vendors;**
5. **Doors and windows must stay closed during any entertainment performance;**
6. **Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104(f)) including:**
   a. **Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;**
7. **Patrons are not allowed to loiter in their vehicles. If so, they will be asked to leave;**
8. **An I.D. scanner will be used at all times;**
9. **At closing time, all security personnel will begin from a designated area to move patrons towards the exit and then to their vehicles;**
10. **No amplified speakers or entertainment is allowed in outdoor spaces; and,**
11. **Any illumination that results from an entertainment event shall not be seen or**

otherwise impact adjacent residential uses;

12. **The dumpster on the east side of the building shall be fully enclosed with an opaque screen (wood privacy fence) and door to screen the dumpster from public view;**
13. **Resurface the parking lot to remove the potholes and restripe the parking spaces;**
14. **Stripe one (1) additional parking space in the parking lot to total 96 parking spaces to share between the drinking establishment and liquor store;**
15. **Sidewalks shall remain clean and clear of trash and debris;**
    a. **Create a direct pedestrian access from the sidewalk along State Avenue to the front door of the building. A hatched crosswalk shall be painted in the parking lot linking these two ends together;**
16. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
17. **If approved, the applicant must file and maintain a current business occupation tax application with the Business Licensing Division located at 4953 State Avenue, Kansas City, KS 66102 – (913) 573-8780 or businesslicense@wycokck.org;**
18. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
19. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
20. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
21. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing**

their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

22. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
23. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-083** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Applicant Response Letter
Neighborhood Meeting Documents
Site Plan
Floor Plan
Site Photographs

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Byron Toy, AICP**
btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-083** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-083,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:
Hearing starts at 5:36:

I will now read the items on the **Consent Agenda:**

CONSIDERATION OF THE DECEMBER 8, 2025 CITY PLANNING COMMISSION MINUTES.

SP2025-083 - SANTOS ORNELAS
Synopsis: Special Use Permit (Renewal of SP2023-064, expires 1/25/2026) for an event venue with live entertainment and liquor sales at 5235 State Avenue.
Detailed Outline of Requested Action: The applicant and operator, Santos Ornelas, is requesting a Special Use Permit to continue operating an event space with live entertainment at 5235 State Avenue.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items? No one responded in the affirmative.

Please include the following items as part of the record for all Items on the Agenda tonight:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the areas in question;
3. The City's currently adopted Master Plan for the areas in question;
4. The staff report and attachments dated January 12, 2026;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo for the Special Use Permit, Change of Zones, and Master Plan Amendments; and,
7. The Notices to property owners;

The Commission will vote to approve in one vote these items unless someone requests that an item be removed from the Consent Agenda."

Chairman Carson asked if anyone wanted to remove an item from the Consent Agenda. No one responded in the affirmative.

Motion starts at 8:44:

On motion by Commissioner Jones, seconded by Commissioner Ernst, the Planning Commission voted as follows to **APPROVE the consent agenda:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to APPROVE passed: 6 to 0
Subject to:
SP2025-083:

1. **Hours of operation shall be Sunday through Thursday from 4:00 PM – 12:00 AM and Friday through Saturday from 12:00 PM – 1:30 AM;**
2. **The live entertainment shall cease operation by 1:00 AM;**
3. **Off-duty KCK police officer, Gerado Velasquez, Jr. will be the security personnel for the drinking establishment;**
4. **Alcohol can only be provided by licensed vendors;**
5. **Doors and windows must stay closed during any entertainment performance;**

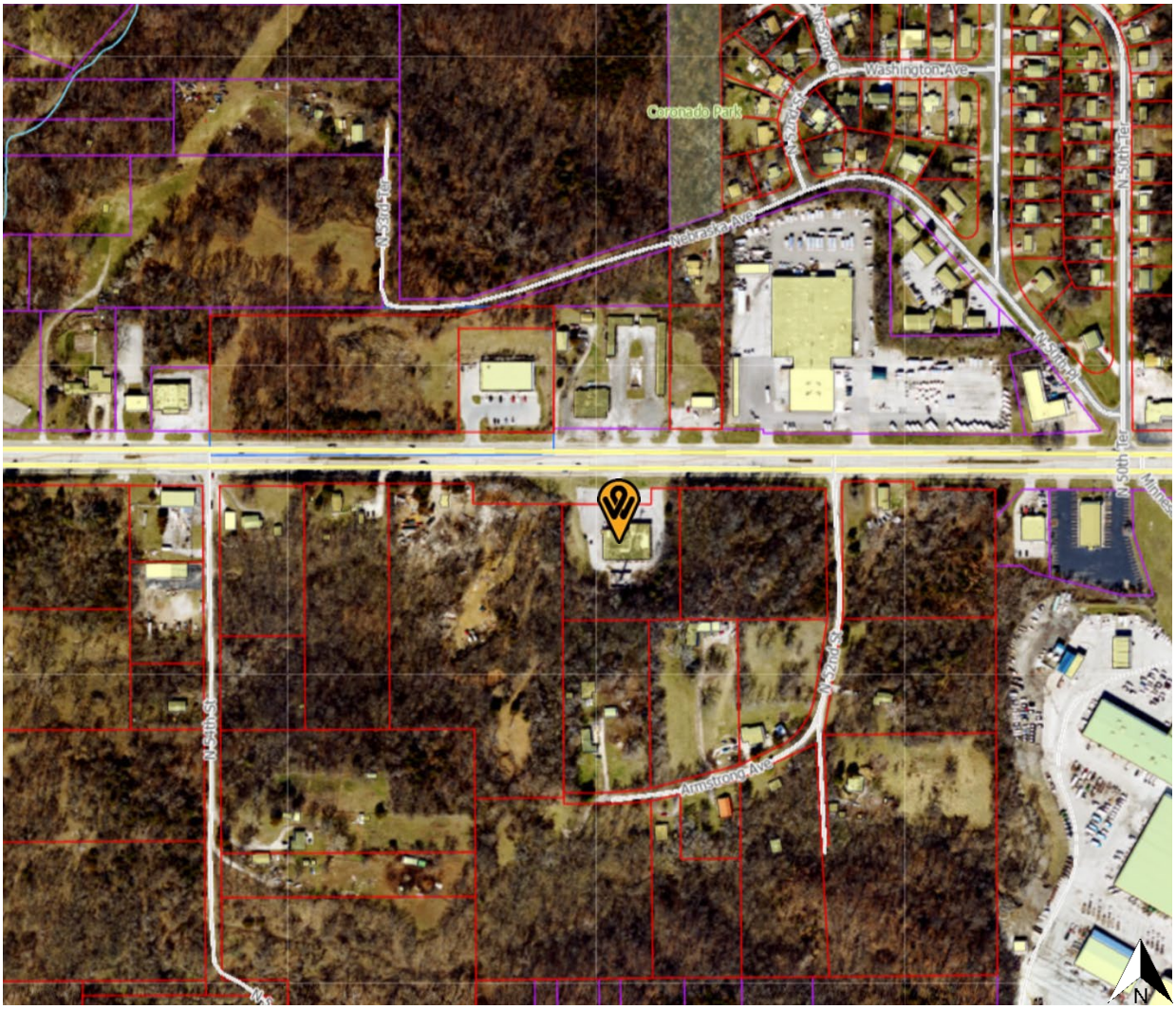
6. **Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104(f)) including:**
    a. **Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;**
7. **Patrons are not allowed to loiter in their vehicles. If so, they will be asked to leave;**
8. **An I.D. scanner will be used at all times;**
9. **At closing time, all security personnel will begin from a designated area to move patrons towards the exit and then to their vehicles;**
10. **No amplified speakers or entertainment is allowed in outdoor spaces; and,**
11. **Any illumination that results from an entertainment event shall not be seen or otherwise impact adjacent residential uses;**
12. **The dumpster on the east side of the building shall be fully enclosed with an opaque screen (wood privacy fence) and door to screen the dumpster from public view;**
13. **Resurface the parking lot to remove the potholes and restripe the parking spaces;**
14. **Stripe one (1) additional parking space in the parking lot to total 96 parking spaces to share between the drinking establishment and liquor store;**
15. **Sidewalks shall remain clean and clear of trash and debris;**
    a. **Create a direct pedestrian access from the sidewalk along State Avenue to the front door of the building. A hatched crosswalk shall be painted in the parking lot linking these two ends together;**
16. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
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Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

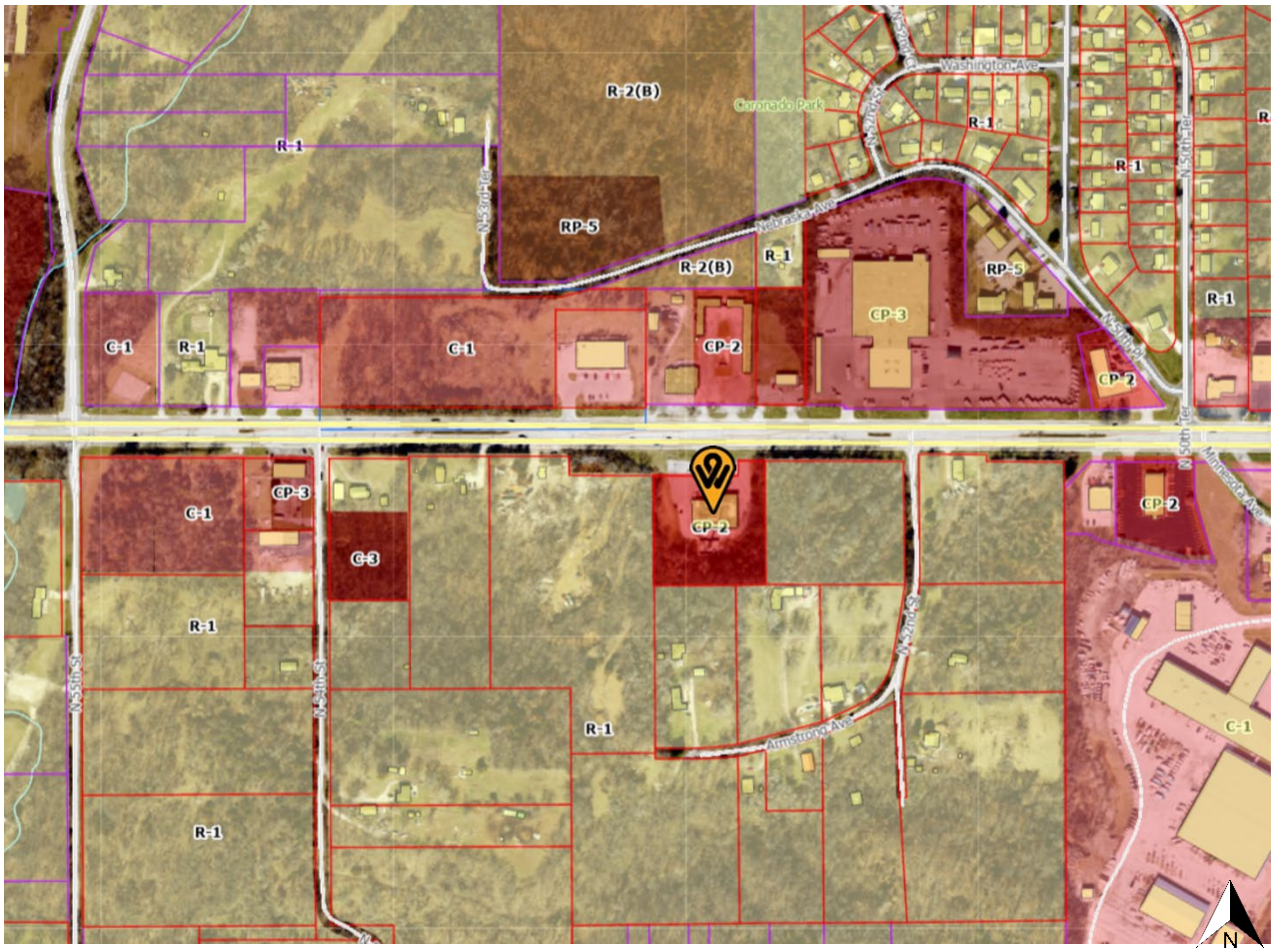
20. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
21. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
22. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
23. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



ZONING MAP


R-2(B)
R-1
RP-5
Coronado Park
Washington Ave
Nebraska Ave
C-1
CP-2
CP-3
G-3
Armstrong Ave
N
N

LAND USE MAP


Parks
Right-of-Way
Corridor
Mixed Use
Low-Density
Residential
Floodway
WASHINGTON
NEBRASKA
ARMSTRONG
STATE
EVERETT
MARKET
MINNESOTA
JACKSON
ANN
HUNGATE
53RD
54TH
55TH
49TH
48TH
47TH
46TH
45TH
44TH
N

Sign in Sheet

Application Number SP2025-083
Date 12/29/2025
Alliance Workforce Office
1520 Central
Kansas City Kansas 66102

No One Attended

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

Name _____ Address_____

SAMPLE MINUTES:

Application Number SP2025-083
Date and Location: 12/29/2025 1520 Central KCKS 66102

Meeting called to order at: 7:00

Names of people in attendance: Tony Semaan – SAM MANSOUR
SANTOS ORNELAS

Introductions:

Presentation by applicant and/or team (explain what information was given to those in attendance and a summary of what the speaker said).

Questions and answers (include the following):

- Who asked question or gave comment
- What was the question or comment
- Who answered the question/comment
- What was the answer given

NO One ATtended From mailing
No Questions
No comments

Meeting adjourned at: 7:05

Minutes taken by: Tim Keilman

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte)

Comes now SANTOS ORNELAS, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-083.
2. That I conducted a neighborhood meeting on 12/29/25.
3. The notice to nearby property owners was sent on 12/7/25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

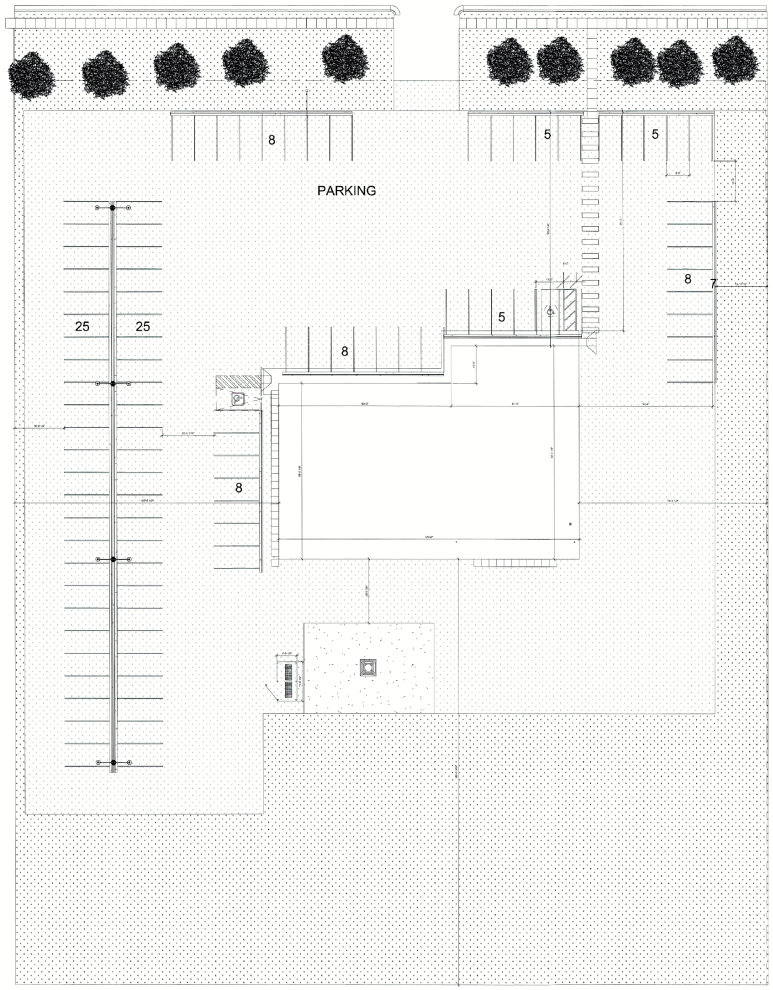
Santos Ornelas
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30 day of December, 2025.

My commission expires 11 of 08, 2027.

DANIELLE DAVIS
Notary Public - State of Kansas
My Appointment Expires 11/08/27

Danielle Davis
Notary Public



PLANS
5235 State Avenue

COVER
S1 - SITE
S2 - FIRE DEPARTMENT ACCESS
A1 - EXISTING FLOOR PLAN
A2 - FLOOR PLAN
A3 - DIMENSIONED FLOOR PLAN
P1 - PLUMBING FLOOR PLAN
P2 - BAR PLUMBING
M1 - MECHANICAL FLOOR PLAN
E1 - ELECTRICAL FLOOR PLAN
E2 - ELECTRICAL EXIT & EMERGENCY
ST1 - STRUCTURAL FLOOR PLAN STAGE
ST2 - STRUCTURAL BEAM & SUPPORTS -
ST3 - PAD & REBAR - BEAM SUPPORT
EL - ELEVATIONS

N

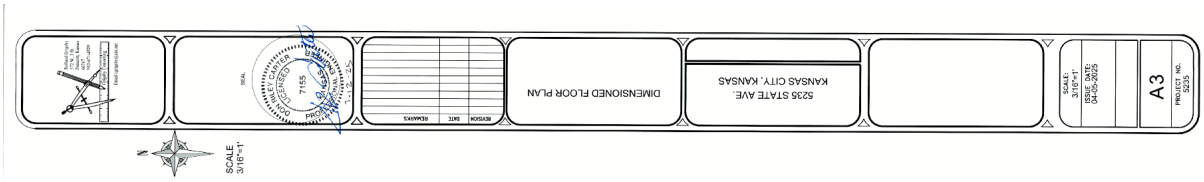
SCALE 1"=20'

CODE REFERENCE:
ICC 2018 IBC
NEC 2017
2018 UPC
ICC 2018 IMC
ICC 2018 IECC
ANSI 117.1 - 09

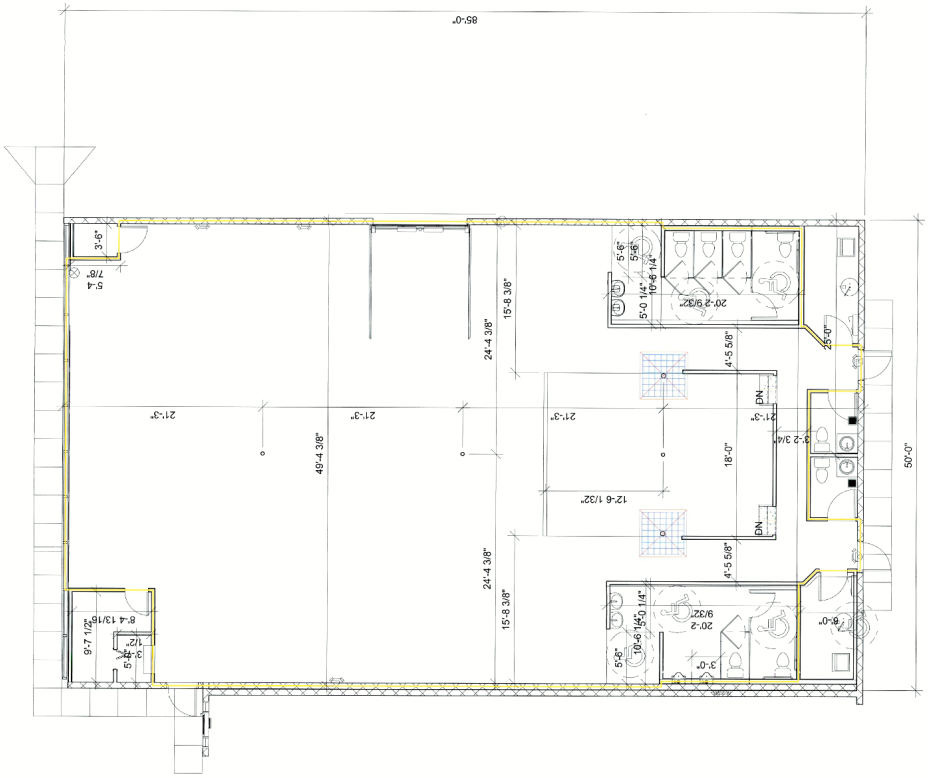
STRUCTURE:
SINGLE STORY:
MIXED USE: A2/M
USE GROUP M
3255 SF
USE GROUP A2
5524 SF
TOTAL 8779 SF
CONSTRUCTION TYPE:
M - 5B CODE ALLOWED 9000 SF
A2 - 5B CODE ALLOWED 6000 SF
OCCUPANT LOAD
TOTAL 400
CODE REQ.: 2 HR RATED SEPARATION
FLOOR to ROOF
DOUBEL 8" MASONARY WALL EXISTING

Tenant Space Sprinklered NFPA 13 System

FLOOR PLAN
5235 STATE AVE.
KANSAS CITY, KANSAS
A 2
SCALE
3/16"=1'
DANCE HALL
DANCE STUDIO
LIQUOR STORE



5235 STATE AVE
GROSS AREA 50X85=4250 SQFT
STAGE AREA 17.33X24.33=421 SQFT
TOILETS 10.66X20.16X2=430 SQFT
TOILETS 5.33X10.66X2=113.65 SQFT
M/E AREA 12.5X5.75X2=143.75 SQFT
BAR & LOITER 49.66X56.75=2,818 SQFT



ELEVATIONS
5235 STATE AVE.
KANSAS CITY, KANSAS
EL 1
EXTERIOR EMERGENCY LIGHTING
NORTH ELEVATION
SOUTH ELEVATION
WEST ELEVATION
EAST ELEVATION

SITE PHOTOS, TAKEN BY STAFF, DATED JANUARY 12, 2024




USG
PLUS 3

(Published _____)

SP2025-083

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-083, commonly known as 5235 State Avenue, Kansas City, Kansas, legally described as:

ALDEN FARMS, S12, T11, R24, ACRES 2.120000, W 75FT L14, LESS HIWAY L15, located at approximately 5235 State Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for an event venue with live entertainment and liquor sales.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Hours of operation shall be Sunday through Thursday from 4:00 PM – 12:00 AM and Friday through Saturday from 12:00 PM – 1:30 AM;**
2. **The live entertainment shall cease operation by 1:00 AM;**
3. **Off-duty KCK police officer, Gerado Velasquez, Jr. will be the security personnel for the drinking establishment;**
4. **Alcohol can only be provided by licensed vendors;**
5. **Doors and windows must stay closed during any entertainment performance;**
6. **Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104(f)) including:**

a. **Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;**

7. **Patrons are not allowed to loiter in their vehicles. If so, they will be asked to leave;**
8. **An I.D. scanner will be used at all times;**
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21. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
22. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
23. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-084**

GENERAL INFORMATION

Applicant Information:
Joe and Veronica Quinn
320 North 14th Street
Kansas City, Kansas 66102

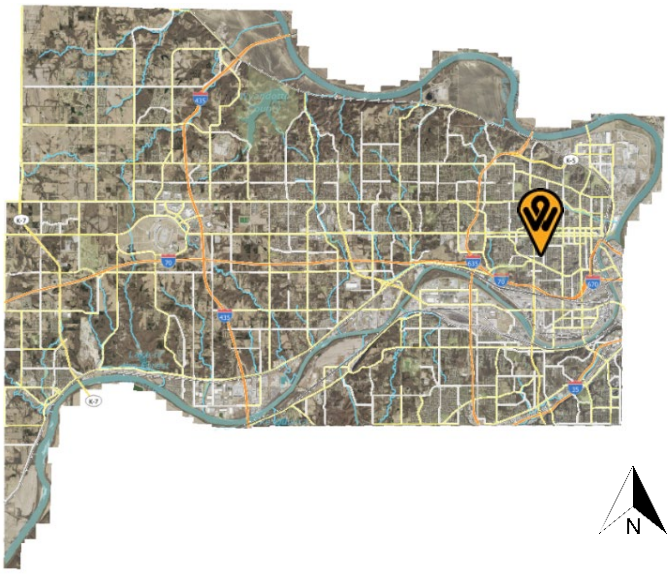
Subject Property:
320 North 14th Street
Kansas City, Kansas 66102

Requested Action and Purpose:
Approval of Special Use Permit to operate a Non-Owner-Occupied Short-Term Rental.

Commission Districts:
At-Large Commissioner, District #2:
Andrew Kump
District #2 Commissioner:
William J. Burns

Existing Zoning District(s):
R-1(B) Single Family District

Plan Area:
Central Area Plan





	Adjacent Zoning	Adjacent Uses
North	R-1(B) Single Family District	Single-family residence
South	R-1(B) Single Family District	Single-family residence
East	R-1(B) Single Family District	Single-family residence
West	R-1(B) Single Family District	Single-family residence

Total Tract Size: 0.08 Acre

Comprehensive Plan Designation: The Central Area Plan designates the subject property Urban Density, which allows keeping the residential character of the area instead of the commercial/industrial development opposed by residents. The intersection of 7th and Central is identified as Community Commercial, ensuring the development of that site will build off the success of the adjacent corridor.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates North 14th Street as a Minor Collector.

Parking Requirement: Section 27-455(d) states that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling.

Landscaping Requirement: Section 27-700(a) states that one (1) shade tree per dwelling unit is required in the front or corner side yard. The subject property does not fulfill this requirement. The applicant must meet this requirement.

Advertisement: The Wyandotte Echo – December 18, 2025
Letters to Property Owners – December 19, 2025

Public Hearing(s): January 12, 2026 and January 29, 2026

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Joe and Veronica Quinn, are requesting a Non-Owner-Occupied Special Use Permit to operate a short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 320 North 14th Street, Kansas 66102.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. ENV22-1800 – Code-Environment – July 15, 2022 – Closed – Environmental issues – Previous owners.
2. 17208-00791 – Vehicles Improperly Kept – June 16, 2017 – Complete – GMC top-kick box truck parked on residential property – Previous owners.
3. 15220-00658 – Graffiti – December 14, 2015 – Completed – Graffiti on the west garage – Previous owners.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Riverview Statistical neighborhood, Cathedral Neighborhood Group, and Block Group 0421001. The neighborhood consists of residential homes to the north, east, south, and west of the property. Central Avenue is located to the south of the subject property.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by the R-1(B) Single Family District. Use of the property as a rental, either short or long-term, while commercial in nature, is consistent with other nearby properties

in close proximity. While use as a short-term rental is commercial in nature, the use is occurring in a purpose-built residence, which should not present issues with nearby property. The proposed use is compatible if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions including those for hours of operation (where applicable), detrimentally affect nearby property?***

   Removal of the restrictions that require a Special Use Permit has the potential to create issues such as parking, excessive noise, illumination, vibration, overcrowding of land and undue concentrations of population. The property could be suitable for use as a short-term rental if the aforementioned issues are properly managed.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the Central Area Plan. The Central Area Plan designates the subject property Urban Density, which allows keeping the residential character of the area instead of the commercial/industrial development opposed by residents. The intersection of North 7th Street and Central Avenue is identified as Community Commercial, ensuring the development of that site will build off the success of the adjacent corridor. The proposed use conforms to the Central Area Plan Urban Density land use designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of Grandview Boulevard, a Minor Collector, to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use provides a convenience to the public in the form of temporary lodging, however, issues such as making excessive noise, vibration, illumination, overcrowding of land, and undue concentrations of population could impact nearby properties negatively. If managed properly, however, the use of

the property is not expected to substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   Noise, vibration and illumination are all potential issues that are related to short-term rentals if it is not managed properly. There have not been any complaints to date with the current applicant. Dust is not typically an issue related to the use of a residential property as a short-term rental and ostensibly not considered to be a problem for nearby properties.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute the air, land or water as it is an existing, permitted residence.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residence in an existing built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain or loss to public health, safety and welfare is minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental, but may still use the property as a long-term rental with appropriate permits and licenses, their primary residence, or sell the property.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain their short-term rental according to the submitted management plan and conditions of approval, including limits to number of guests and number of vehicles on the property, and other applicable ordinances set by the Code of Ordinances.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is six (6). The maximum number of vehicles off-street is two (2). There shall be no on-street parking for renters or guests of any short-term rental. If the applicant abides by the outlined conditions, specifically those that

prohibit parties or larger groups, undue concentrations of population should not be an issue.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Zoom on December 26, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

None.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-084**, **for one (1) year**, subject to:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2) No STR renters or guests may park on-street;**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
5. **Applicant is to maintain liability insurance;**
6. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
7. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
8. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
9. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
10. **If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
11. **A building permit is required for the construction of a permanent structure**

greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;

12. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
13. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
14. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
15. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
16. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
17. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
18. **Subject to approval, a $125.00 ordinance publication fee must be submitted**

to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,

19. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-084** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Short-Term Rental Map
Neighborhood Meeting Affidavit
Neighborhood Meeting Minutes
Floor Plan
Site Plan
Home Inspection Report
Insurance Policy
Images of the Property Submitted by the Applicant

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2025

STAFF CONTACT: **Osiris Nuñez Espinoza**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-084** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-084,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:
Hearing starts at 29:30:
SP2025-084 - JOE AND VERONICA QUINN
Synopsis: Special Use Permit for a Non-Owner Occupied Short-Term Rental at 320 North 14th Street. *Detailed Outline of Requested Action:* The applicants, Joe and Veronica Quinn, are requesting a Non-Owner-Occupied Special Use Permit to operate a short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 320 North 14th Street, Kansas 66102.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Joe Quinn, Applicant, 320 North 14th Street, Kansas City, Kansas 66102.

Present in Opposition:

- No one appeared

Staff Recommendation starts at 30:29: Lead Planner Byron Toy stated that Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 30:44:

On motion by Commissioner Ward, seconded by Commissioner Jones, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-084 for one (1) year:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0
Subject to:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2) No STR renters or guests may park on-street;**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
5. **Applicant is to maintain liability insurance;**
6. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
7. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
8. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
9. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this**

division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;

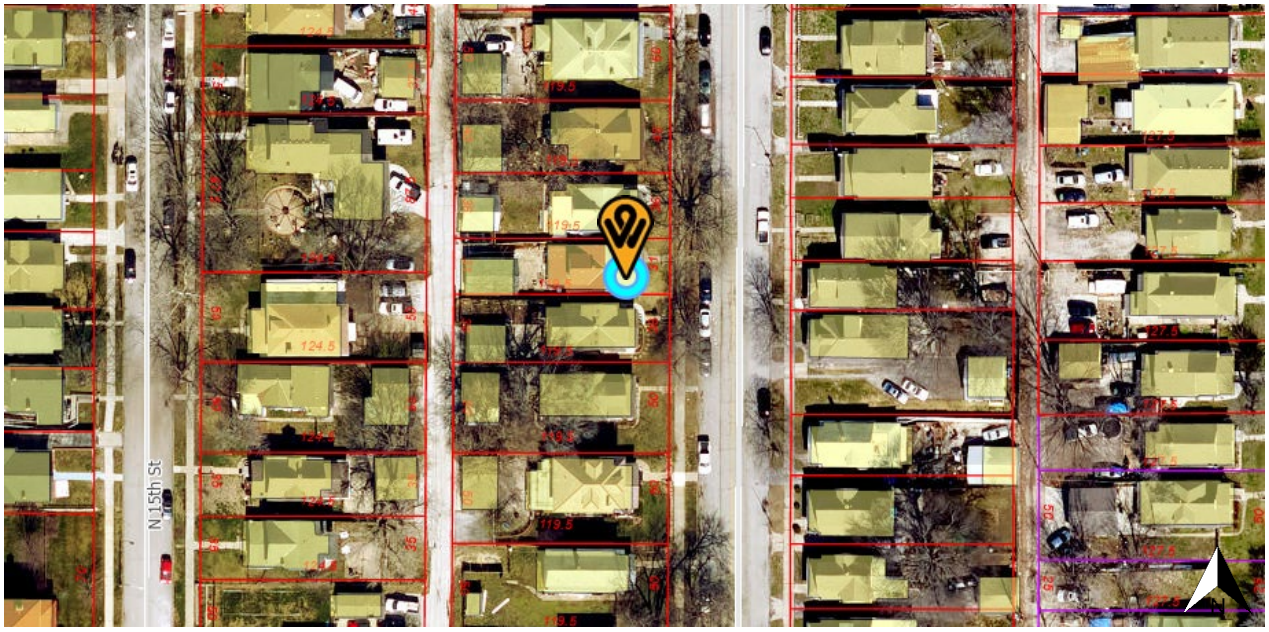
10. **If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
11. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
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13. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
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16. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
17. **The Special Use Permit shall be valid for one (1) year from the publication of**

the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

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ATTACHMENTS

AERIAL IMAGERY



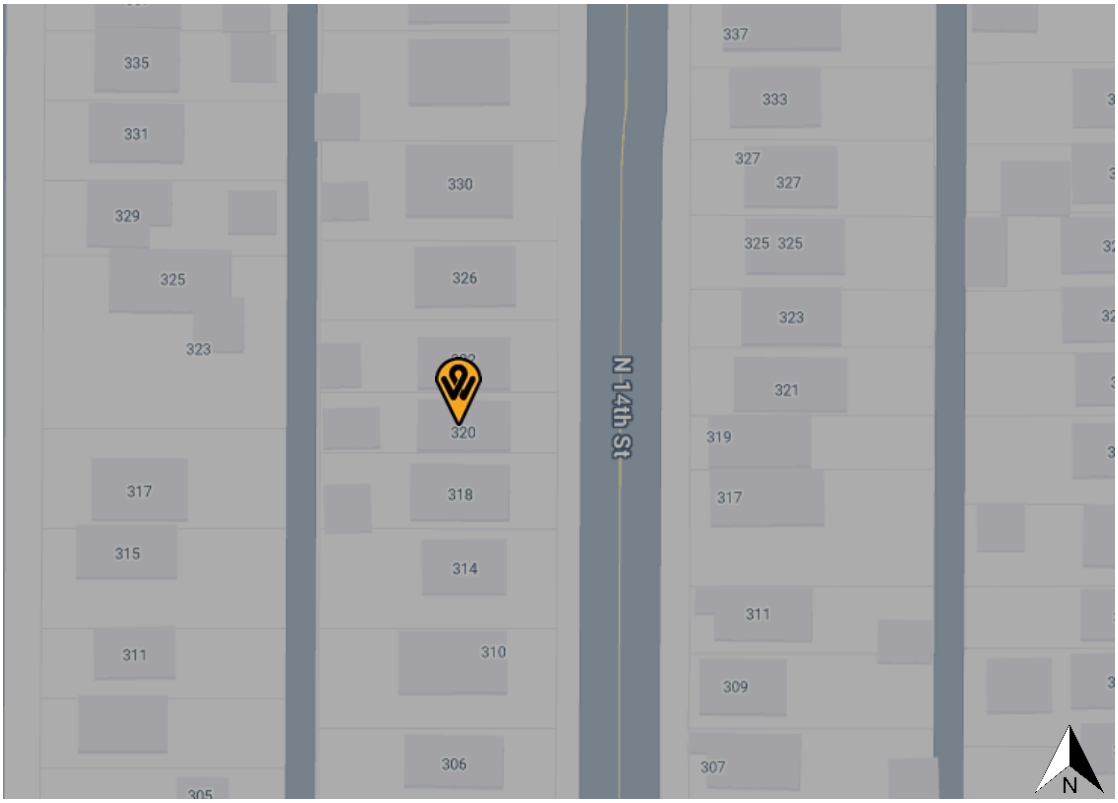
ZONING MAP



LAND USE MAP



SHORT-TERM RENTAL MAP



AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF ~~Wyandotte~~ Johnson)

Comes now Veronica Quinn, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-084-320 N. 14th St KC
2. That I conducted a neighborhood meeting on ~~Friday~~, Dec. 26, 2025
3. The notice to nearby property owners was sent on ~~Friday~~, Dec. 12, 2005.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30th day of ~~December~~, 2025.

My commission expires 16th of ~~December~~ 2027.

KENDRA R. MCFADDEN
Notary Public-State of Kansas
My Appt. Expires 12-16-2027

Notary Public

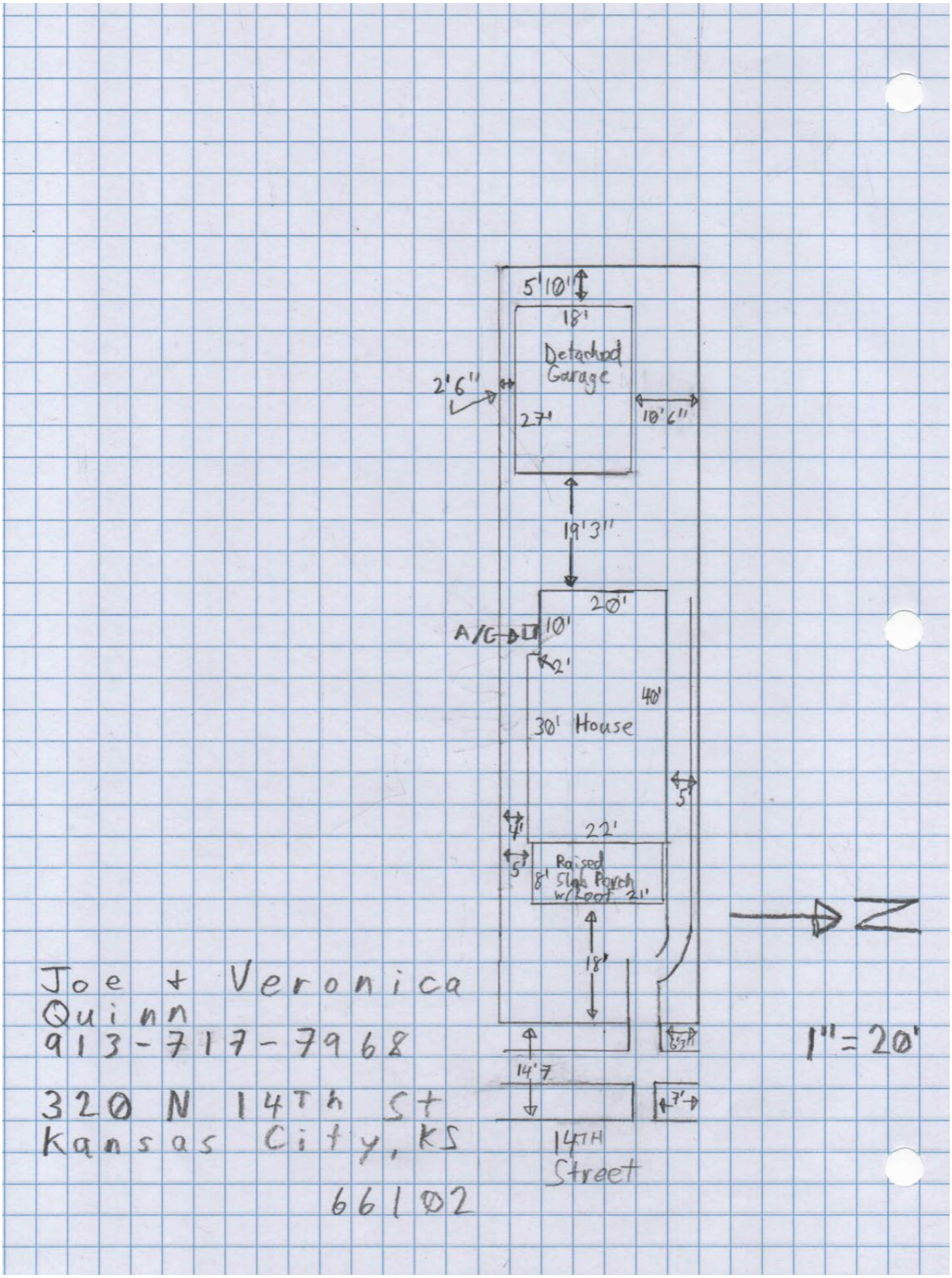
Home Heart Home
320 N. 14th St
Kansas City, Ks 66102
Joe and Veronica Quinn

Neighborhood Meeting
Via Zoom
Friday 12/26/25
5:30pm-6:00pm

Attendance: (2)
Veronica Quinn
Joe Quinn

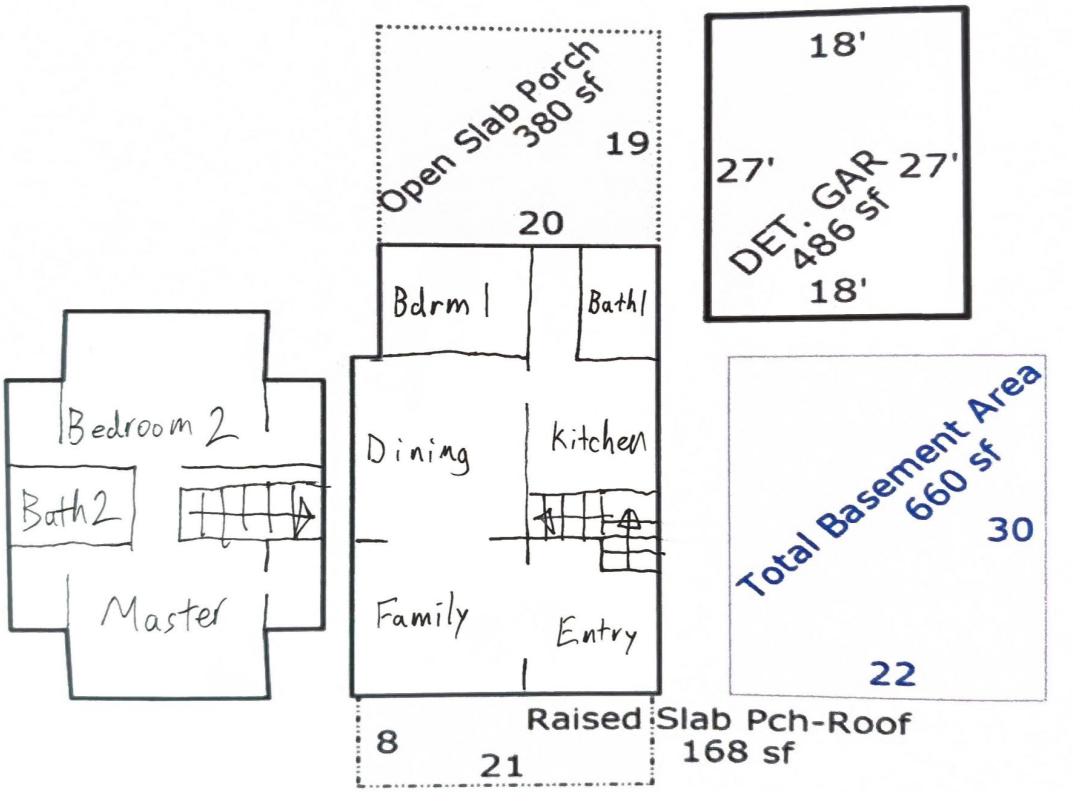
Questions/Comments/Answers:
No questions or comments were submitted via email, phone, or at the meeting

Meeting Notes:
Joe Quinn and Veronica Quinn started the neighborhood meeting promptly at 5:30pm via zoom on Friday December 26th. Joe and Veronica, the home owners and hosts of the meeting, were the only two in attendance.



Joe + Veronica
Quinn
913-717-7968

320 N 14Th St
Kansas City, KS
66102


Open Slab Porch
380 sf
19
20
18'
27'
DET. GAR
486 sf
27'
18'
Bdrm 1
Bath1
Bedroom 2
Bath2
Master
Dining
Kitchen
Family
Entry
Total Basement Area
660 sf
30
22
Raised Slab Pch-Roof
168 sf
8
21

3.8.4 Walkways & Driveways

Minor Defect

TYPICAL SETTLEMENT CRACK

Typical cracking and deterioration was observed on the back patio. This is normal during drying/curing process.

Recommendation

Contact a qualified professional.



3.11.1 GFCIs & Electrical

Major Defect

MISSING GFCI

I observed indications that a GFCI is missing in an area that is required to keep people safe.

4.2.1 Windows

Major Defect

DAMAGED WINDOW

Damage noted to Window/glass. This can lead to moisture intrusion, energy loss, or safety concerns. Replacement recommended by qualified contractor.

Recommendation

Contact a qualified window repair/installation contractor.





4.2.4 Windows

PUTTY FAIL

Minor Defect

The glazing compound (putty) is failing around the glass at some of the windows. This failure is usually due to normal aging and is often worse on the south and west sides of the house (because of the sun). Glazing compound holds the glass in the window sash.

Recommendation

Contact a qualified professional.



4.2.5 Windows

LOCK MISSING

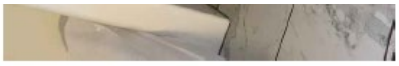
Major Defect

Some windows had missing or damaged locks. Replacement with proper locks is recommend for personal safety and security.

Recommendation

Contact a qualified professional.





5.2.1 Sinks, Tubs & Showers

Major Defect

TUB STOPPER DEFECT

I observed that the tub stopper does not work. Defect.

Recommendation

Contact a qualified plumbing contractor.



5.4.1 GFCI & Electric in Bathroom

Major Defect

RECEPTACLE IS NOT GFCI PROTECTED

I observed that the receptacle in the bathroom is not testing as being GFCI protected. This is a hazardous condition.

Recommendation

Contact a qualified electrical contractor.



11.9.1 Panelboards & Breakers

Major Defect

OVER RATED

At least one branch circuit had a circuit breaker which was over-rated for its connecting wire which is a potential fire hazard. Having the one or multiple over rated branch circuits evaluated by a licensed electrician is recommended

Recommendation

Contact a qualified electrical contractor.

11.11.1 GFCIs

Major Defect

MISSING GFCI

I observed indications that a GFCI is missing in an area that is required to keep people safe.

Recommendation

Contact a qualified electrical contractor.

Recommendations

14.1.1 Roof Covering

END OF LIFE

Major Defect

The shingles appeared to be at or near the end of their lifespan. Recommend further evaluation by a qualified roofing contractor and budgeting for its eventual replacement.

Recommendation

Contact a qualified roofing professional.







14.3.1 Gutters & Downspouts

GUTTER LOOSE

Major Defect

I observed a gutter that was loosely attached to the house. This is a defect that should be corrected by a professional contractor.

Recommendation

Contact a qualified gutter contractor



1.7 LOW SPOTS (May Need Maintenance)

The line has a low spot at 13Ft to 20Ft and 32ft.
Low spots can cause debris (toilet paper or kitchen waste) to settle out of suspension and buildup in the line. I would recommend not using thick toilet paper, feminine products or wipes in this house. I would also recommend not overusing the garbage disposal in this house. Do not put vegetable or fruit peels, egg shells, coffee grounds, grease, pasta or rice down this line. This section could need repair if the line backs up due to the low spot.
It is difficult to recommend repair of a low spot without knowing there is a history of this line having backups due to the low spot. This low spot is 7ft long and could cause repeat backups. The homeowner should consider repair and regrading this section of pipe.

1.13 CITY MAIN, SEPTIC TANK, MAX RUN

The main line runs to the city main at 69ft.

<2.0 PCI/L - W/O MITIGATION SYSTEM

The measured average radon level is below the Environmental Protection Agency (EPA) Action Level of 4.0 pCi/L. Since the measured average radon level is below the EPA Action Level, a secondary follow-up test is not necessary. The EPA recommends having this building retested at least once every 5 years to determine if a radon mitigation system is recommended at a later date since radon levels can change over time. Performing follow-up tests during the heating season is recommended since this is when radon levels tend to be the highest. A 12-month long test, or continuous monitoring, will most accurately reflect radon exposure throughout the year.

RADON PROFESSIONAL'S SIGNATURE

This report is certified by Justin.

Justin

Electronic Signature

2025-11-07
Kansas city

Existing USAA Rental Property Insurance Policy Summary

November 05, 2025

Dear Mr. QUINN III,

We're writing to provide the following summary of the USAA rental property policy:

Effective Date of Policy:	November 17, 2025 12:01 a.m. standard time
Policy Expiration Date:	November 17, 2026 12:01 a.m. standard time
Policy Location:	320 N 14TH ST, KANSAS CITY, KS 66102
Policy Number:	GIC 044443531 80A
Named Insured:	JOSEPH M QUINN III AND VERONICA QUINN

Description of coverage(s)	
Dwelling coverage:	$377,000
Home Protector:	Included
Personal belongings:	$25,000
Personal liability:	$1,000,000
Medical payments:	$5,000
Deductible(s)	
All other perils:	$1,000
Wind and hail:	1.00%($3,770)
Revised Annual Premium:	$2,748.46

Mortgage Clause:	FIRST NATIONAL BANK OF OMAHA ISAOA, MORTGAGE LOAN DEPARTMENT 1620 DODGE ST STOP 3146 OMAHA, NE 68197-3146
Loan Number:	002386216

Your Home Protector coverage, if included, provides you an additional 25% of dwelling coverage. Policy terms, conditions and exclusions apply.





















(Published _____)

SP2025-084

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-084, commonly known as 320 North 14th Street, Kansas City, Kansas, legally described as:

GRACELAND & 1029, S9, T11, R25, ACRES 0.090000, B1 S 19FT L5, N 12FT L6, located at approximately 320 North 14th Street, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a short-term rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2) No STR renters or guests may park on-street;**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
5. **Applicant is to maintain liability insurance;**

6. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
7. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
8. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
9. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
10. **If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
11. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
12. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
13. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
14. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
15. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468**

through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

16. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
17. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
18. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
19. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-085**

GENERAL INFORMATION

Applicant Information:
Sean and Heather Thompson with
Cloud Nine Stays LLC
4802 Grove Street
Kansas City, Kansas 66226

Subject Property:
1825 North 86th Street
Kansas City, Kansas 66112

Requested Action and Purpose:
Approval of Special Use Permit to operate a Non-Owner-Occupied Short-Term Rental.

Commission Districts:
At-Large Commissioner District #1:
Melissa Bynum
District #5 Commissioner:
Dr. Carlos Pacheco III

Existing Zoning District(s):
R-1 Single Family District

Plan Area:
PlanKCK Comprehensive Plan





	Adjacent Zoning	Adjacent Uses
North	R-1 Single Family District	Single-family residence
South	R-1 Single Family District	Single-family residence
East	R-1 Single Family District	Single-family residence
West	R-1 Single Family District	Single-family residence

Total Tract Size: 0.52 Acre

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family, detached residential development on standard lot sizes intended to both support infill within and protect established single-family neighborhoods.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates North 86th Street as a Minor Collector.

Parking Requirement: Section 27-454(e) states that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling, at least one (1) of which shall be in a garage or carport.

Landscaping Requirement: Section 27-700(a) states that one (1) shade tree per dwelling unit is required in the front or corner side yard. The subject property does not fulfill this requirement. The applicant meets the requirements.

Advertisement: The Wyandotte Echo – December 18, 2025
Letters to Property Owners – December 19, 2025

Public Hearing(s): January 12, 2026 and January 29, 2026

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Sean and Heather Thompson, are requesting a Non-Owner-Occupied Special Use Permit to operate a short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 1825 North 86th Street, Kansas City, Kansas 66112.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. ABT25-2197 – Abatement – October 09, 2025 – Closed – Furniture/loose trash and weeds/grass – Previous Property Owners.
2. QRT25-0132 – QRTT Quick Response – October 09, 2025 – Furniture/loose trash and weeds/grass – Previous Property Owners.
3. ENV22-1029 – Code-Environment – April 13, 1011 – Closed – Couch on the front lawn – Previous Property Owners.
4. ENV21-3066 – Code-Environment – June 21, 2021 – Closed – Red Ford truck and Pontiac Grand on grass – Previous Property Owners.
5. 17299-00466 – Code Admin Citation – July 12, 2017 – Completed – Tall grass – Previous Property Owners.
6. 17225-02257 – Abatement – June 29, 2017 – Completed – Tall grass – Previous Property Owners.
7. 02200-00000-03477 – Code-Environment – November 21, 2002 – Three (3) junk vehicles and tall weeds – Previous Property Owners.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. ***The Character of the Neighborhood.***

   The subject property is located within the Victory Hills Statistical Neighborhood and Block Group 0441031. The neighborhood consists of single-family residences to the north, east, south, and west of the property. Parallel Parkway is located to the north of the subject property.

2. ***The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.***

   The zoning and uses are set out above. The subject property is surrounded by the R-1 Single Family District. Use of the property as a rental, either short or long-term, while commercial in nature, is consistent with other nearby properties in close proximity. While use as a short-term rental is commercial in nature, the use is occurring in a purpose-built residence, which should not present issues with nearby property. The proposed use is compatible if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions including those for hours of operation (where applicable), detrimentally affect nearby property?***

   Removal of the restrictions that require a Special Use Permit has the potential to create issues such as parking, excessive noise, illumination, vibration, overcrowding of land and undue concentrations of population. The property could be suitable for use as a short-term rental if the aforementioned issues are properly managed.

4. ***The length of time the property has remained vacant as zoned.***

   The property has been vacant since 2017.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family, detached residential development on standard lot sizes intended to both support infill within and protect established single-family neighborhoods. The proposed use conforms to the PlanKCK Comprehensive Plan designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

The proposed use has the potential to increase vehicular traffic, should not exceed the capacity of North 86th Street, a Collector, to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

7. Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.

The proposed use provides a convenience to the public in the form of temporary lodging, however, issues such as making excessive noise, vibration, illumination, overcrowding of land, and undue concentrations of population could impact nearby properties negatively. If managed properly, however, the use of the property is not expected to substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property.

8. Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.

Noise, vibration and illumination are all potential issues that are related to short-term rentals if it is not managed properly. There have not been any complaints to date with the current applicant. Dust is not typically an issue related to the use of a residential property as a short-term rental and ostensibly not considered to be a problem for nearby properties.

9. Whether the proposed use will pollute the air, land or water.

The proposed use will not pollute the air, land or water as it is an existing, permitted residence.

10. Whether the use would damage or destroy an irreplaceable natural resource.

The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residence in an existing built-out neighborhood.

11. The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.

The relative gain or loss to public health, safety and welfare is minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental, but may still use the property as a long-term rental with appropriate permits and licenses, their primary residence, or sell the property.

12. The applicant's ability to maintain the use in an "as proposed" condition.

The applicant will be required to maintain their short-term rental according to the submitted management plan and conditions of approval, including, limits to number of guests and number of vehicles on the property, and other applicable ordinances set by the Code of Ordinances.

13. Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.

The proposed use is not expected to create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is six (6). The maximum number of vehicles off-street is three (3). There shall be no on-street parking for renters or guests of any short-term rental. If the applicant abides by the outlined conditions, specifically those that prohibit parties or larger groups, undue concentrations of population should not be an issue.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Zoom on December 28, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant

KEY ISSUES

Driveway, Dust.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-085**, **for one (1) year**, subject to:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is three (3); No STR renters or guests may park on-street;**
3. **Driveway must be paved with either concrete or asphalt, gravel is not allowed;**
4. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
5. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented.**
6. **Applicant is to maintain liability insurance;**
7. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
8. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**

9. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
11. **If approved, the businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
17. **Approval of this case by the Board of Commissioners, and the conditions of**

approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-085** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Short-Term Rental Map
Neighborhood Meeting Affidavit

Neighborhood Meeting Minutes
Floor Plan
Home Inspection Report
Insurance Policy
Guestbook
Images of the Property Submitted by Applicant

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-085** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-085,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:
Hearing starts at 31:29:
SP2025-085 - SEAN AND HEATHER THOMPSON WITH CLOUD NINE STAYS LLC
Synopsis: Special Use Permit for a Non-Owner Occupied Short-Term Rental at 1825 North 86th Street. *Detailed Outline of Requested Action:* The applicants, Sean and Heather Thompson, are requesting a Non-Owner-Occupied Special Use Permit to

operate a short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 1825 North 86th Street, Kansas City, Kansas 66112.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Shawn and Heather Thompson, Applicant, 1825 North 86th Street, Kansas City, Kansas 66112

Present in Opposition:

- No one appeared

Staff Recommendation starts at 32:49: Lead Planner Byron Toy stated that Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 33:03:

On motion by Commissioner Jones, seconded by Commissioner Straws, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-085 for one (1) year:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0
Subject to:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is three (3); No STR renters or guests may park on-street;**
3. **Driveway must be paved with either concrete or asphalt, gravel is not allowed;**
4. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
5. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented.**

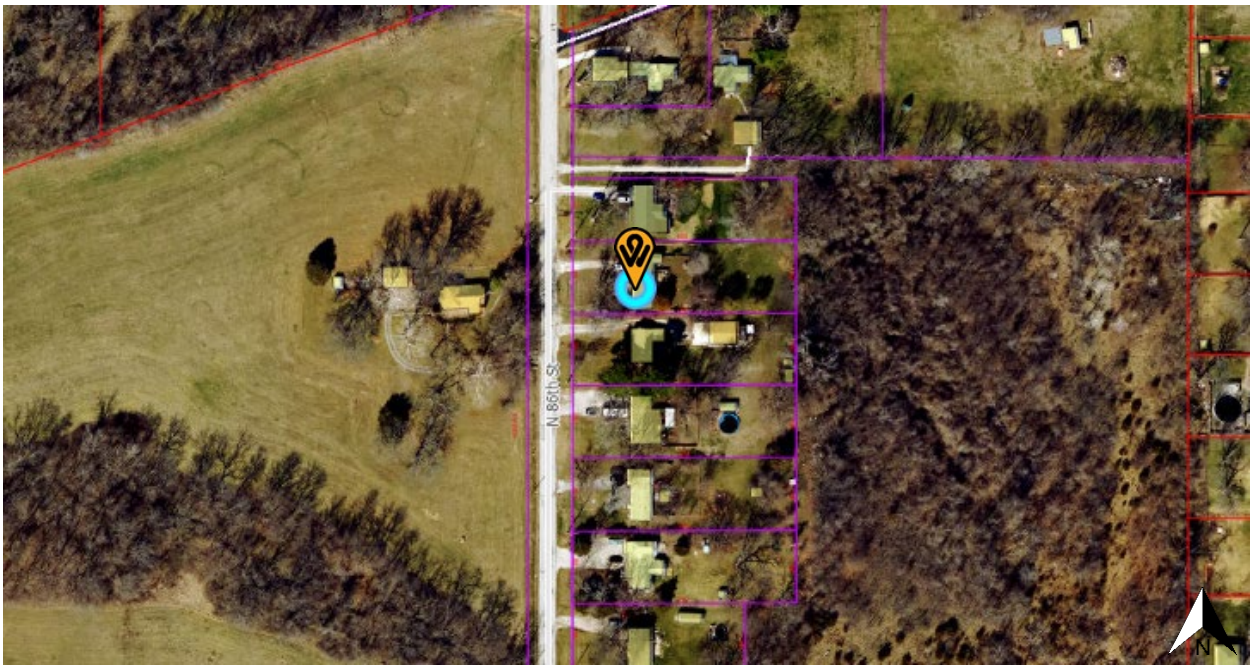
6. **Applicant is to maintain liability insurance;**
7. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
8. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
9. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
11. **If approved, the businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only**

allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

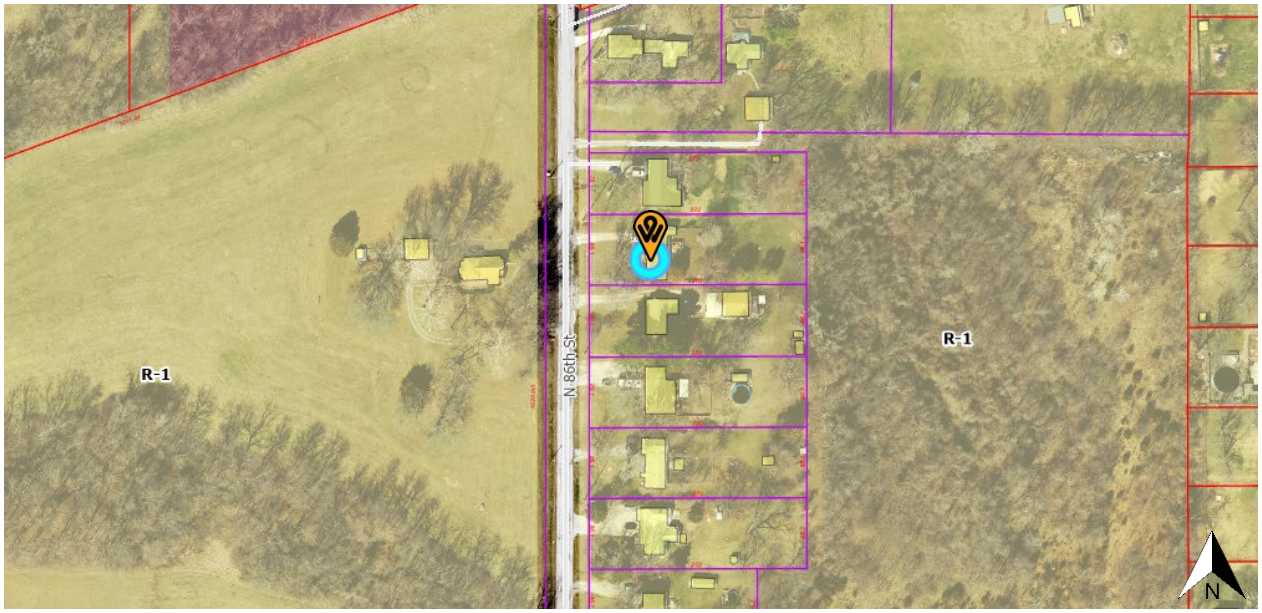
17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



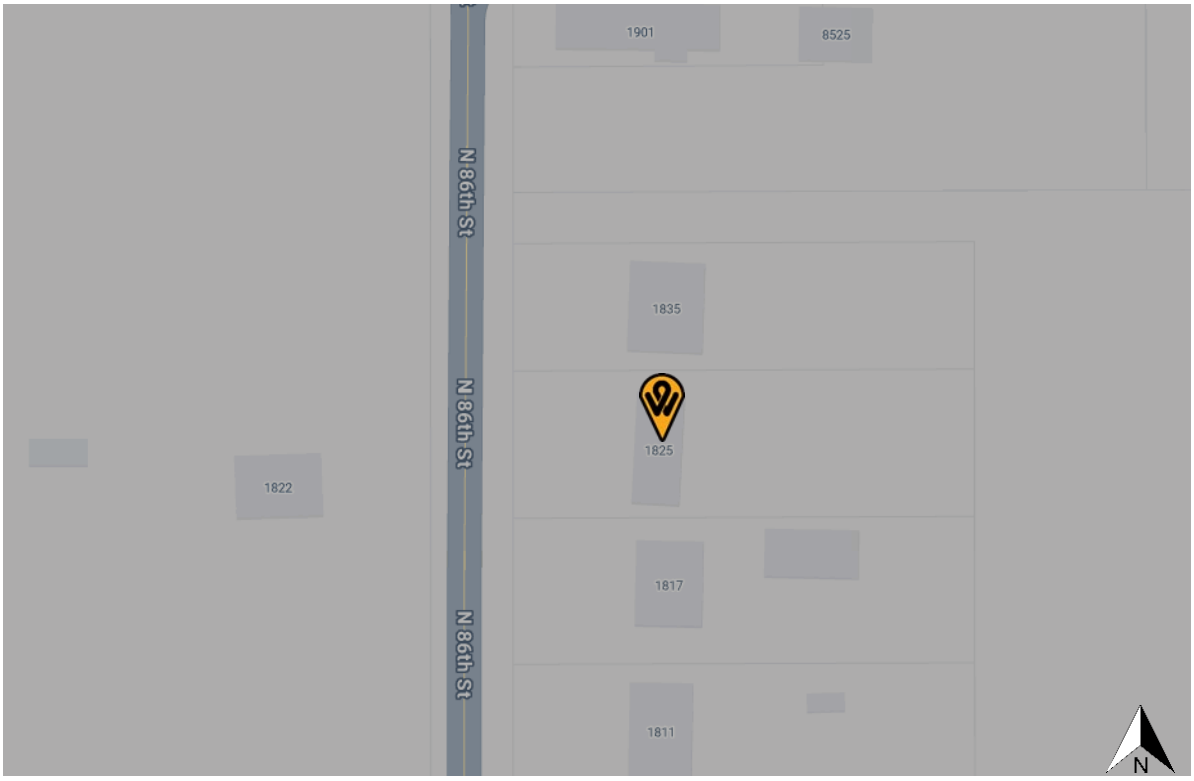
ZONING MAP



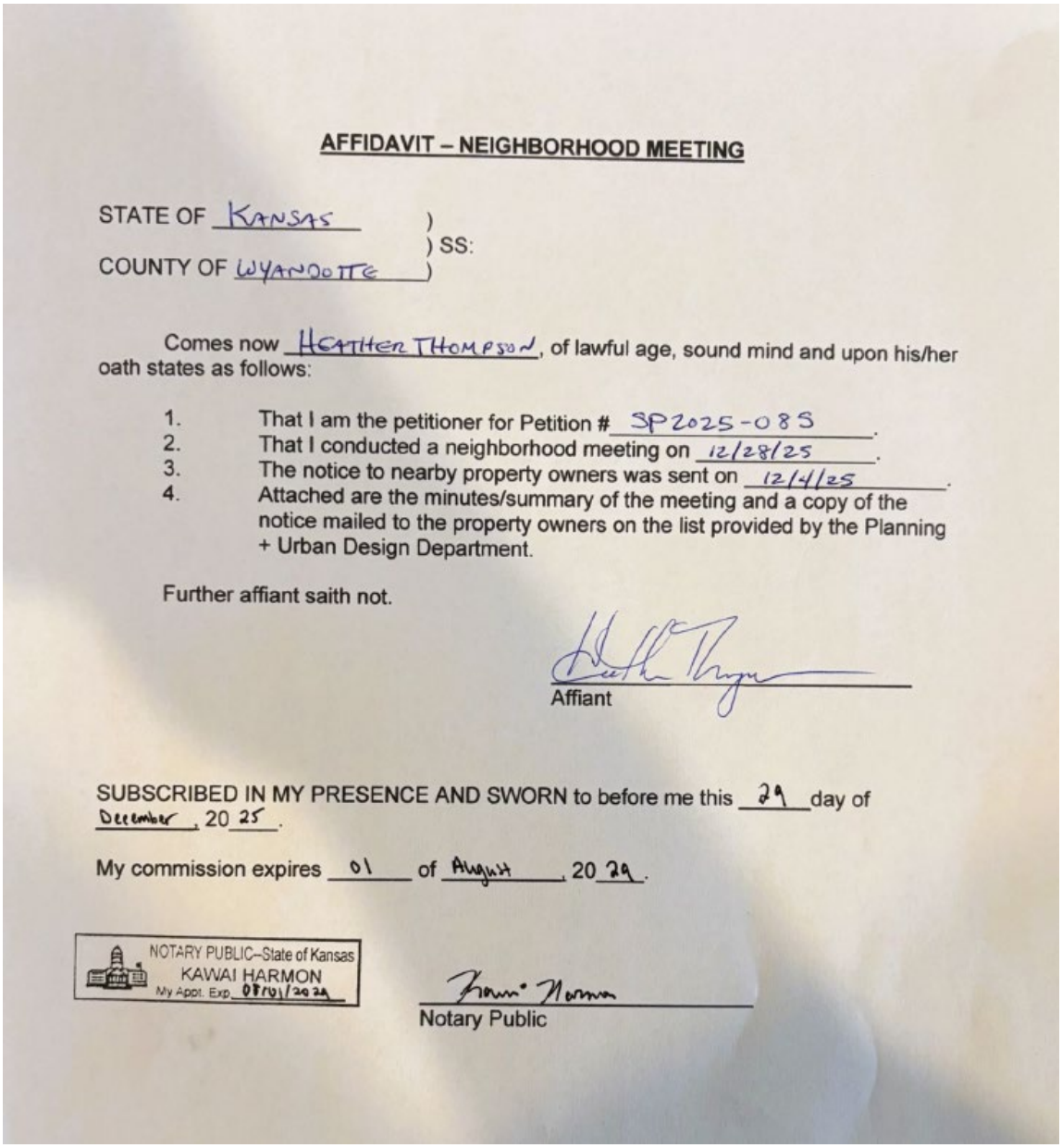
LAND USE MAP



SHORT-TERM RENTAL MAP



ADDITIONAL ATTACHMENTS



AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
) SS:
COUNTY OF WYANDOTTE)

Comes now HEATHER THOMPSON, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-085.
2. That I conducted a neighborhood meeting on 12/28/25.
3. The notice to nearby property owners was sent on 12/4/25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 29 day of December, 2025.

My commission expires 01 of August, 2029.

NOTARY PUBLIC–State of Kansas
KAWAI HARMON
My Appt. Exp. 08/01/2029

Notary Public

Neighborhood Meeting Minutes

Petition: SP2025-05 – Special Use Permit (Short-Term Rental)
Property Address: 1825 N 86th St, Kansas City, KS 66112
Applicant: Cloud Nine Stays LLC

Date: December 28, 2025
Time: 8:00 p.m. – 8:30 p.m.
Location: Virtual Meeting (Zoom)

---

1. Notice of Meeting

The applicant mailed written notice of the neighborhood meeting to all property owners within 200 feet of the subject property, Planning & Urban Design Department staff, and the District Commissioner, in accordance with the Neighborhood Meeting Guidelines provided by the Unified Government of Wyandotte County and Kansas City, Kansas.

---

2. Attendance

No members of the public attended the neighborhood meeting.

The applicant remained available via Zoom for the duration of the scheduled meeting.

---

3. Topics Prepared for Discussion

The applicant was prepared to present and discuss the following items related to Petition SP2025-05:

- Overview of the Special Use Permit application
- Review of application materials, including site information, photos, and draft floor plan
- Description of the proposed short-term rental use and operations
- Identification of individuals involved in management and daily operations
- Operational considerations including parking, noise, occupancy, and neighborhood compatibility
- Opportunity for questions, comments, and discussion

---

4. Questions and Comments

No questions or comments were received, as no members of the public were present.

---

5. Conclusion

The applicant kept the Zoom meeting open for a minimum of thirty (30) minutes, consistent with Planning & Urban Design Department guidelines. With no attendees present, the meeting was concluded at 8:30 p.m.

---

6. Attachments

- Sign-In Sheet (no attendees)
- Affidavit of Neighborhood Meeting (submitted separately)

Certification

These minutes are submitted as a true and accurate record of the neighborhood meeting conducted for Petition SP2025-05.

Submitted by:
Sean Thompson
Cloud Nine Stays LLC

Safety & Compliance (Planned)

- Smoke and CO detectors on each level and near bedrooms.
- Two 5-lb fire extinguishers (kitchen and hallway).
- GFCI outlets in kitchen and baths; egress-compliant windows.
- House rules and emergency contact sheet posted on-site.

General Comments

No major defects were noted on the roof.

Sloped Roofing

• Repair: Noted multiple exposed nails on the roof. All exposed nails should be covered with a waterproof sealant to prevent rusting and moisture intrusion.



Reference



Reference



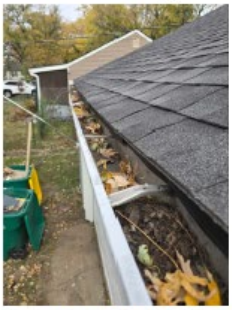
Exposed nail heads



Unsealed nail heads

Gutters

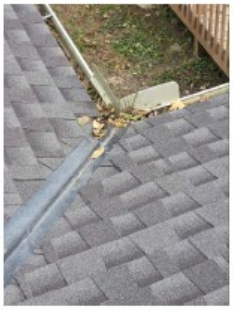
• Repair: The gutters require cleaning to avoid spilling roof runoff around the building - a potential source of water entry or water damage.



Restricted



Restricted



Vegetation growing in gutter

Description of Plumbing

- Water Supply Source: Public Water Supply
- Service Pipe to House: Copper
- Main Water Valve Location: Front wall of basement
- Interior Supply Piping: Various
- Water Heater: Gas | Approximate Capacity:50 gal | Manufacturer:state | Model Number:GS640BCT400 | Serial Number: 1719106059421 | MFG. Date:2017

Positive Attributes

The plumbing system is in generally good condition

Water Heater

- Repair: Expansion tank was not properly supported near the water heater. It also sounded like the tank was full and therefor not functional as the bladder may not be holding water. Recommend further evaluation for repair and or replacement.



State 2017

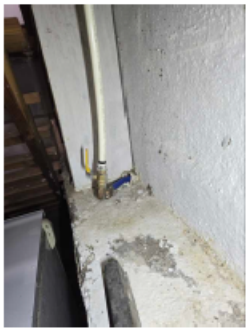


Improperly supported and full



112f

Supply Plumbing



Front, pex

Showers/Tubs

- Repair: Shower fixture loose in bath/shower. Recommend repair.

Sewer Line

Description of Sewer

Observations:

• Summary: Sewer line camera inspection from the inside cleanout. Sewer line is PVC and appears to exit the back of the house.

General Comments

Observations:

• Recommended Action: Sewer cleaning and reinspect.

COMMERCIAL LIABILITY COVERAGE PART

General Aggregate Limit	$2,000,000
Each Occurrence Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000 Any One Person or Organization
Damage to Premises Rented to You	$100,000 Any One Premises
Medical Expense Limit	$0 Any One Person
Personal Liability	$ Not Covered

Named Insured for Personal Liability (if any):

Additional Insured(s):

COMMERCIAL PROPERTY COVERAGE PART

Covered Cause of Loss: Special Form, CP1030

Replacement Cost for Building and Business Personal Property

Deductibles:
Standard Deductible: $2,500
Equipment Breakdown Deductible: Not Included
Wind Deductible: $2,500

Optional Coverages:
Ordinance or Law - Undamaged Portion of Building: Not Included
Ordinance or Law - Increased Cost of Construction: 5%, max $10,000 Limit
Civil Authority for Flood -Not Included
Bed Bug & Flea Extermination Plus Business Revenue - No Deductible: Not Included
Squatters & Eviction Expenses Plus Business Revenue - No Deductible: Not Included
Equipment Breakdown (Mechanical, Electrical, Pressure) Enhancement Endorsement: Not Included

Business Income and Extra Expense: Actual Loss Sustained Subject to a Maximum Limit of Insurance per Location Stated Below

Location #	Limit Of Insurance
1	$10,000

Real Property Limits:

Location #	Building #	Description	Building Limit	Business Personal Property Limit
1	1	Dwelling	$200,000	$40,000

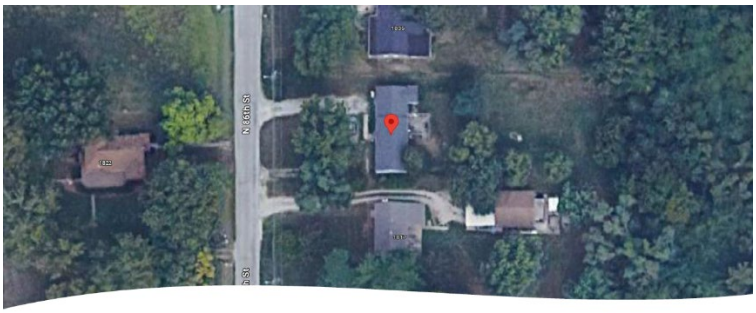
Mortgageholder (s):

Location #	Building #	Mortgage Holder's Name and Mailing Address



Purpose & Overview

- **1825 N 86th St, Kansas City, KS**.
- Goal: Operate a **low-impact, family-oriented rental** consistent with neighborhood character.
- Provide additional lodging options for families visiting for **Homefield sports tournaments**, Legends events, and nearby attractions.

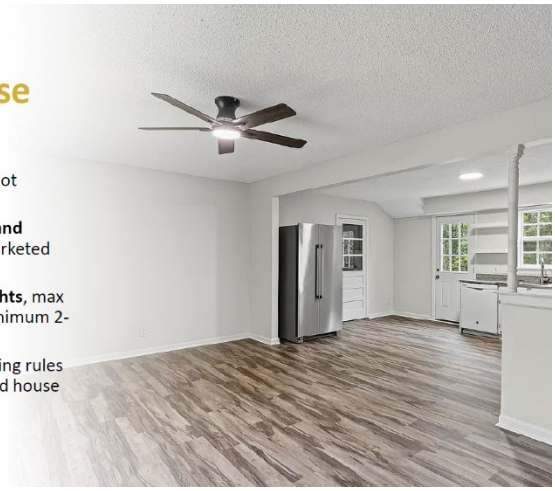


Property Overview

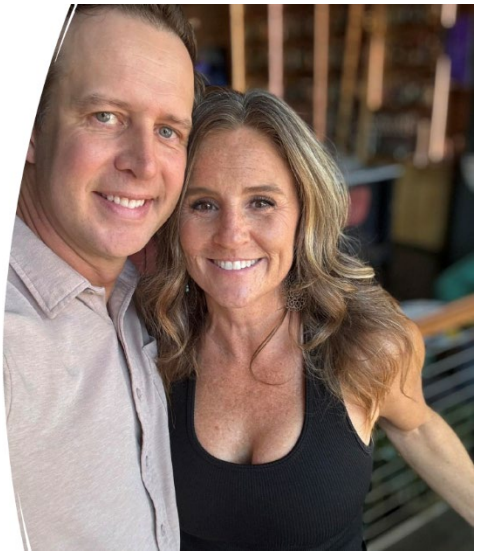
- **0.53-acre lot**, R-1 Residential zoning.
- **3 bedrooms, 2 bathrooms**, single-story home (≈1,026 sq ft).
- **Gravel driveway** with space for up to 3 vehicles.
- Home built in **1940s**, recently updated (new flooring, kitchen, and bathrooms).

Intended Use

- Entire-home rental (not shared occupancy).
- Focused on **families and sports travelers**; not marketed for parties or events.
- Average stay: **2–5 nights**, max occupancy **8 guests**. Minimum 2-night stay.
- Quiet hours and parking rules emphasized in listing and house manual.



Management Plan



- Owned by **Cloud Nine Stays LLC**.
- Managed locally by **Heather Thompson**, 10 years of hospitality experience (former Hyatt).
- 24/7 contact for guests and neighbors; prompt issue resolution. Less than 15 min from property.
- Professional cleaning and inspection after each stay.

Neighborhood & Community Fit

- Nearest Full House STR ≈1.3 miles northwest across Parallel Pkwy.
- Surrounding homes are well-kept single-family residences.
- Designed for **quiet, respectful guests**—no events, minimal turnover noise.
- Aligns with county mission for safe, accessible, family-friendly housing.

Site Details & Parking



- **Gravel driveway** accommodates 3 cars; **no street parking** permitted.
- Trash and recycling stored on **north side of home**, screened from view.
- No shared access or adjoining structures.
- Future upgrades may include minor landscaping and lighting improvements.

Front View



Back View



Kitchen & Living Area



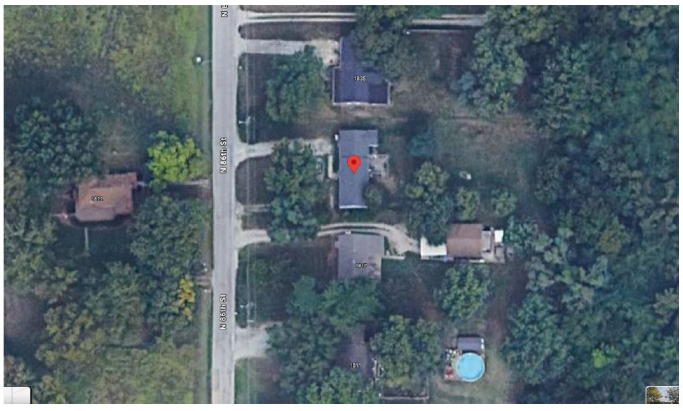
Bedroom



Bathroom



Aerial Overview



(Published _____)

SP2025-085

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-085, commonly known as 1825 North 86th Street, Kansas City, Kansas, legally described as:

> 9323, S5, T11, R24, ACRES 0.54, BEGIN 1100.4FT SOUTH AND 30FT EAST OF NORTHWEST CORNER; THENCE EAST 270FT, SOUTH 86.1FT, WEST 270FT, NORTH 86.1FT TO POINT OF BEGINNING, CONTAINING 0.53 ACRES MORE OR LESS, located at approximately 1825 North 86th Street, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a short-term rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is three (3); No STR renters or guests may park on-street;**
3. **Driveway must be paved with either concrete or asphalt, gravel is not allowed;**
4. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**

5. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented.**
6. **Applicant is to maintain liability insurance;**
7. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
8. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
9. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
11. **If approved, the businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**

16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-086**

GENERAL INFORMATION

Applicant Information:
Jeffrey Steinberg with Apex Technical Institute
6801 State Avenue
Kansas City, Kansas 66102

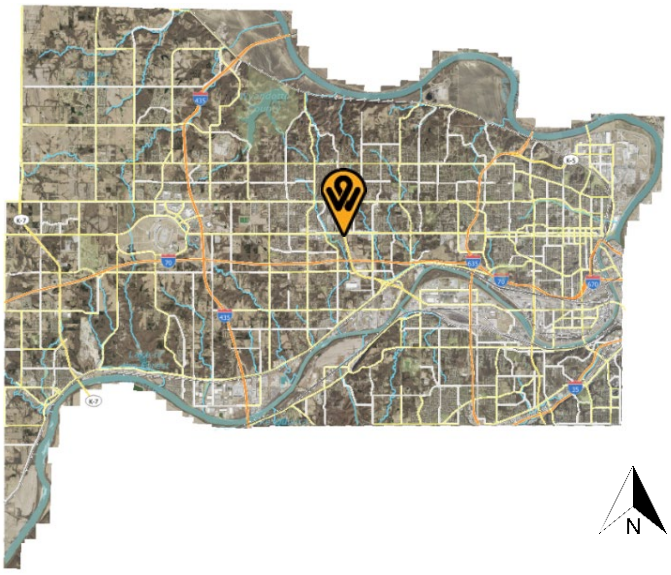
Subject Property:
6801 State Avenue
Kansas City, Kansas 66102

Requested Action and Purpose:
Approval of a Special Use Permit for commercial truck driving school.

Commission Districts:
At-Large Commissioner, District #1: Melissa Bynum
District #8 Commissioner: Andrew Davis

Existing Zoning District(s):
CP-2 Planned General Business District

Plan Area:
PlanKCK Comprehensive Plan





	Adjacent Zoning	Adjacent Uses
North	CP-2 Planned General Business District	Kansas City Kansas Community College (KCKCC)
South	MP-2 General Industrial District	Bouquet Collection Services
East	R-1 Single-Family District	The Salvation Army – KCK Citadel
West	CP-2 Planned General Business District	Gables Motel

Total Tract Size: 7.88 Acres

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates this property as Corridor Mixed Use, which allows up to five (5) story buildings that integrate complimentary land uses such as retail, office, small businesses and residential. Access to residential uses and their facilities is allowed at street level. These areas should be designed to support multi-modal connectivity with wide sidewalks and street trees. Buildings should be built up to the street for a consistent street frontage and transition to abutting residential uses. Live/work units with commercial/retail on the street level and residential above are allowed if the work units on the first floor contribute to the commercial/retail nature of the block.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates State Avenue as a Major Arterial.

Parking Requirement: Section 27-466(e) states that uses in this district require paved off-street parking at a ratio of not less than four (4) spaces per 1,000 square feet of floor area in the building.

Landscaping Requirement: Section 27-466(g) states that trees are required to be provided at not less than one (1) per 7,000 square feet of site area. Six (6) foot high architectural screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property.

Advertisement:	The Wyandotte Echo – December 18, 2025 Letters to Property Owners – December 19, 2025
Public Hearing(s):	January 12, 2026 and January 29, 2026
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Jeffrey Steinberg with Apex Technical Institute, is requesting a Special Use Permit for commercial truck driving school at 6801 State Avenue.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. There are no notices of violation on the subject property.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. SP2021-024 – Special Use Permit – March 29, 2021 – Approved – Amendment of SP2019-028 – Approved for two (2) years, Expired on July 08, 2023.
2. 19402-00019 – Special Use Permit – February 04, 2019 – Approved – Commercial driver training facility – Approved for five (5) years.
3. 16402-00060 – Special Use Permit – August 30, 2016 – Approved – Commercial driver training facility – Approved for two (2) years.
4. 15402-00021 – Special Use Permit – June 30, 2015 – Approved – Commercial driver training facility – Approved for one (1) year.

FACTORS TO BE CONSIDERED

1. ***The Character of the Neighborhood.***

   The subject property is located within the Coronado Statistical neighborhood and Block group 0439051. The neighborhood consists of commercial types of uses along State Avenue. To the north, Kansas City Community College (KCKCC) has a Technical Center for students to work on automobiles. To the east the Salvation Army is located, to the south, Bouquet Collection Services is found and to the west, a motel is located.

2. ***The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.***

   The zoning and uses of properties nearby are set out above. If the applicant provides screening and continues to run his businesses within the normal hours that most businesses along State Avenue currently operate, especially the KCKCC Technical Education Center, the training center could be compatible.

3. ***The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?***

   The proposed use is suitable for the subject property. The main structure is zoned CP-2 while the area where students are practicing the truck driving is zoned MP-2. The removal of restrictions could detrimentally affect nearby property.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates this property as Corridor Mixed Use, which allows up to five (5) story buildings that integrate complimentary land uses such as retail, office, small businesses and residential. Access to residential uses and their facilities is allowed at street level. These areas should be designed to support multi-modal connectivity with wide sidewalks and street trees. Buildings should be built up to the street for a consistent street frontage and transition to abutting residential uses. Live/work units with commercial/retail on the street level and residential above are allowed if the work units on the first floor contribute to the commercial/retail nature of the block. The proposed use does not conform to the land use designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use does not have the potential to increase vehicular traffic, and should not exceed the capacity of State Avenue, a Major Arterial to accommodate it if managed properly.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed is not reasonably necessary for the convenience and welfare of the public particularly because the public at-large will not benefit from the facility. Further skills training, however, increases job opportunities for community members. The proposed use will not permanently injure the appropriate use, visual quality, or marketability of adjoining property if properly screened and managed. The property is well-maintained and likely has an impact on marketability of the surrounding property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   The noise, vibration, dust or illumination that would normally be associated with such use is of such duration and intensity as to potentially create problems for nearby property because the use does not create excessive noise, vibration or illumination relative to other types of commercial uses that would be permitted in the existing commercial zoning.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute the air, land or water as it is an existing, permitted commercial business.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted commercial use property in an existing, built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowners is minimal. If this application is denied, the

applicant will have to find another property to operate the training facility or can use the subject property for another commercial use.

12. The applicant's ability to maintain the use in an "as proposed" condition.

The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.

The proposed use will not result in overcrowding of land or cause undue concentrations of population as there is space for maneuvering (backing training) on site for trucks separated from the public and staff parking in the front of the building.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 6801 State Avenue on December 29, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant

KEY ISSUES

Compliance with Conditions of Approval from SP2021-024

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-086**, **for five (5) years**, subject to:

1. **Maintain existing tree buffer, which may shift the detention basin along the south property line abutting Turner Logistics Center, Building #4 site. After the west property line is graded for the future alignment of 69th Street, trees shall be planted to replace those that were removed during grading;**
2. **Plant street trees along State Avenue and the east property line spacing them in groups of three (3) between 50-60 feet apart and within existing parking lot islands. Six (6) trees will be added along State Avenue and 7 trees will be planted along the east property line adjacent to the Salvation Army.**
    a. **Add trees in existing median, but stay out of the BPU overhead powerline easement;**
3. **Hours of operation are from Monday – Friday except for holidays. On Saturdays with classroom hours from 6:00 AM to 4:00 PM, office is open until 5:00 PM;**
4. **9 trucks will be used for training purposes;**
5. **Install a painted hatched pedestrian path from State Avenue through the**

parking lot to the main entrance of the business;

6. **Disposal of tires and fluids, oil changes, and regular maintenance is conducted off-site;**
7. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
8. **If approved, the occupying business must maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
9. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
10. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
11. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
12. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
13. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
14. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision**

within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

15. **The Special Use Permit shall be valid for ~~two (2) years~~ five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; (Amended by the City Planning Commission)**
16. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
17. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-086** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Business Plan
Neighborhood Meeting Affidavit
Neighborhood Meeting Minutes

Site Map
Images of the Property Submitted by the Applicant

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-086** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-086,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:
Hearing starts at 34:03:
SP2025-086 - JEFFREY STEINBERG WITH APEX TECHNICAL INSTITUTE
Synopsis: Special Use Permit for a commercial truck driving school at 6801 State Avenue. *Detailed Outline of Requested Action:* The applicant, Jeffrey Steinberg with Apex Technical Institute, is requesting a Special Use Permit for commercial truck driving school at 6801 State Avenue.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Jeffrey Steinberg, Applicant, Apex Technical Institute

Present in Opposition:

- No one appeared

Staff Recommendation starts at 36:43: Lead Planner Byron Toy stated that there was confusion on the period of the applicant's last Special Use Permit Renewal, leading it to expiring. Staff recommends approval of this application for two (2) years, but the Commission can recommend a longer period.

The Planning Commission directed questions to Toy.

Motion starts at 38:14:

On motion by Commissioner Jones, seconded by Commissioner Ernst, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-086 amending the conditions for five (5) years:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0

Subject to:

1. **Maintain existing tree buffer, which may shift the detention basin along the south property line abutting Turner Logistics Center, Building #4 site. After the west property line is graded for the future alignment of 69th Street, trees shall be planted to replace those that were removed during grading;**
2. **Plant street trees along State Avenue and the east property line spacing them in groups of three (3) between 50-60 feet apart and within existing parking lot islands. Six (6) trees will be added along State Avenue and 7 trees will be planted along the east property line adjacent to the Salvation Army.**
    b. **Add trees in existing median, but stay out of the BPU overhead powerline easement;**
3. **Hours of operation are from Monday – Friday except for holidays. On Saturdays with classroom hours from 6:00 AM to 4:00 PM, office is open until 5:00 PM;**
4. **9 trucks will be used for training purposes;**
5. **Install a painted hatched pedestrian path from State Avenue through the parking lot to the main entrance of the business;**

6. **Disposal of tires and fluids, oil changes, and regular maintenance is conducted off-site;**
7. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
8. **If approved, the occupying business must maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
9. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
10. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
11. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
12. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
13. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
14. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion**

thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

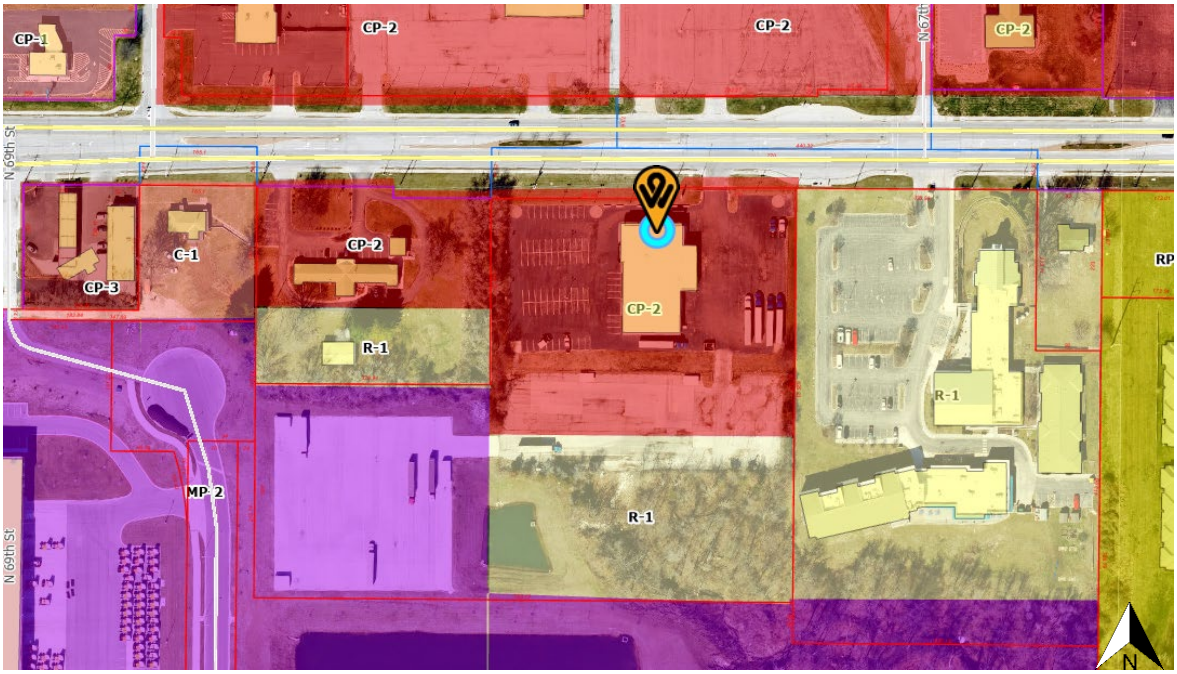
15. **The Special Use Permit shall be valid for ~~two (2) years~~ five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; (Amended by the City Planning Commission)**
16. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
17. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



ZONING MAP



LAND USE MAP



ADDITIONAL ATTACHMENTS



APEX
Technical Institute

Apex Technical Institute| 6801 State Ave, Kansas City, KS 66102
(913) 585-1120

To Whom It May Concern,

Apex CDL Institute is a licensed and state approved adult post-secondary educational facility regulated by the Kansas Board of Regents. We train approximately 500-650 students per year from Kansas City and the surrounding areas to get their Class A Commercial Driver's License. With our training these students can move on to meaningful and high paying careers within the trucking industry.

Trucking opportunities in the Kansas City Area are among some of the best and highest paying in the country.

With the way our training is structured, we operate with very low to almost nonexistent impact to surrounding traffic patterns. The majority of our training takes place off campus. What training is done on campus is done on a rear lot behind our building. This lot is approximately 12 feet below street level and surrounded by woods. So, the majority of truck usage on property cannot be heard or seen from the street or our neighbors.

To better understand, the following is a breakdown of our curriculum.

Week One: A classroom environment, this time allows students to study in our computer lab to obtain their CDL learners permit.

Week Two: A practical hands-on environment, students learn basic vehicle controls, pre-trop examination and fundamental backing skills. This training takes place inside our shop and in the lower training yard.

Week Three: A practical hands-on environment in which students focus on more advanced backing skills. This training takes place primarily in our back lot.

Week Four: This week consists of road training. Our trucks leave the property sometime between 7AM and 9AM. They return to the property at approximately 3PM. Most of the road training takes place in industrial areas around downtown and the Armourdale and Fairfax commercial districts.

As you can see, our training will either take place indoors, at the rear of our lot, or on our property. While on property, our trucks are restricted to idle speeds and equipped with all factory exhaust systems, so noise is kept to an absolute minimum. While we do have trucks on property, we are in no way a trucking company. We do not have trucks coming and going at all hours of the day and night.

At Apex CDL Institute, we provide a valuable service to Kansas City residents and the surrounding communities. We promote job growth through quality training and outstanding relationships with the area's best trucking companies.

We have been located on this property since July of 2015 with zero noise or traffic complaints. In 2018 we purchased this property and are no longer just leasing it.

We keep the property repaired and complete regular improvements to the building and property, both esthetically and structurally.

We are asking for approval of the Special Use Permit to allow us to construct the additional backing training area to improve our training procedures. We would request the permit to be valid for 5 years.

Sincerely,

Jeffrey Steinberg
President
Apex CDL Institute

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte)

Comes now Jeffrey Steinberg, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-086.
2. That I conducted a neighborhood meeting on 12/29/2025.
3. The notice to nearby property owners was sent on 12/05/2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

STATE OF KANSAS
COUNTY OF JOHNSON

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 31st day of December, 20 25.

My commission expires 22nd of APRIL, 20 26.

PREM TAMANG
Notary Public - State of Kansas
My Appt. Exp. 4/22/2026

Notary Public

Apex Technical Institute| 6801 State Ave, Kansas City, KS 66102
(913) 585-1120

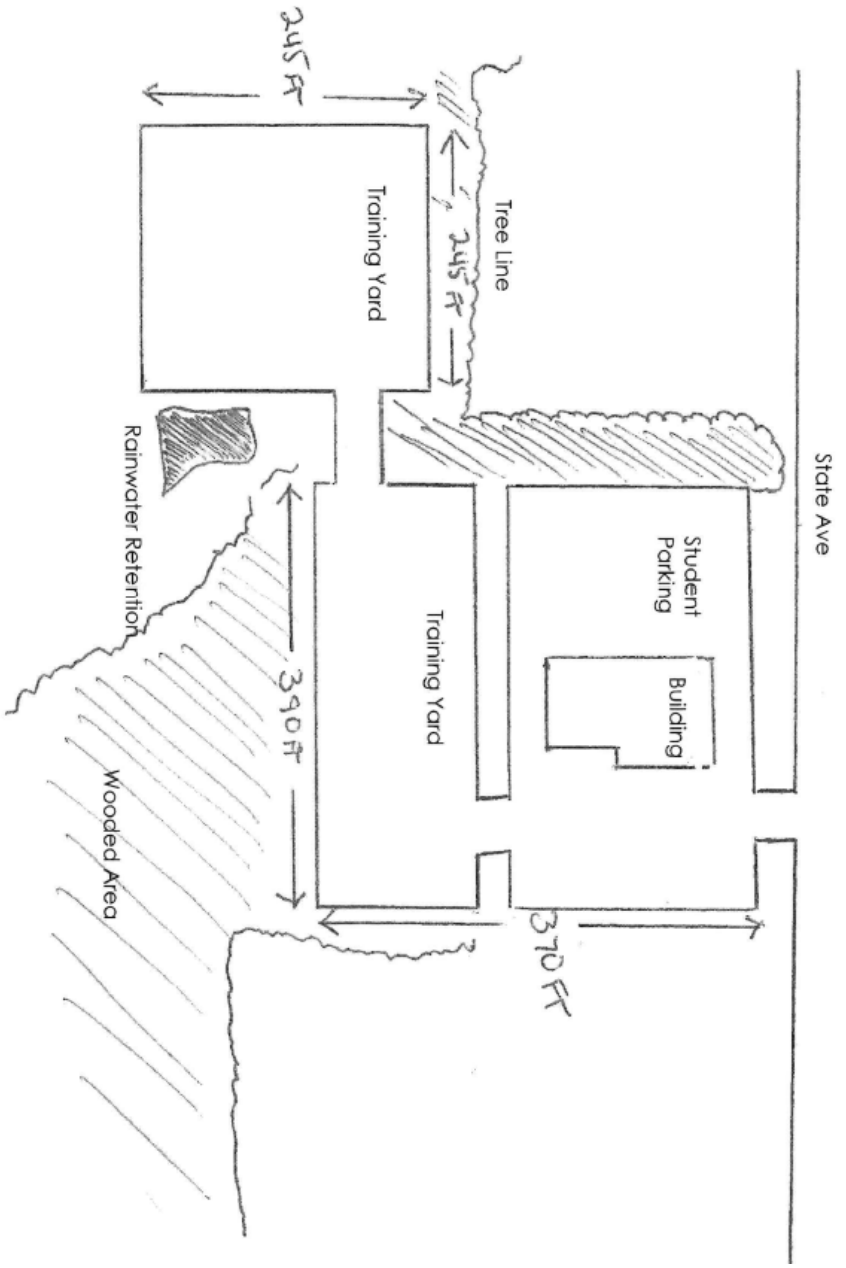
12/29/2025

Apex Technical Institute
Community Meeting Minutes

On todays date we held our community meeting for the renewal of Special Use Permit SP2021-024 at 5:30 PM as announced in our Community Meeting letters sent out earlier this month.

We were present until 6:30 PM and no one attended and as such no minutes were kept.

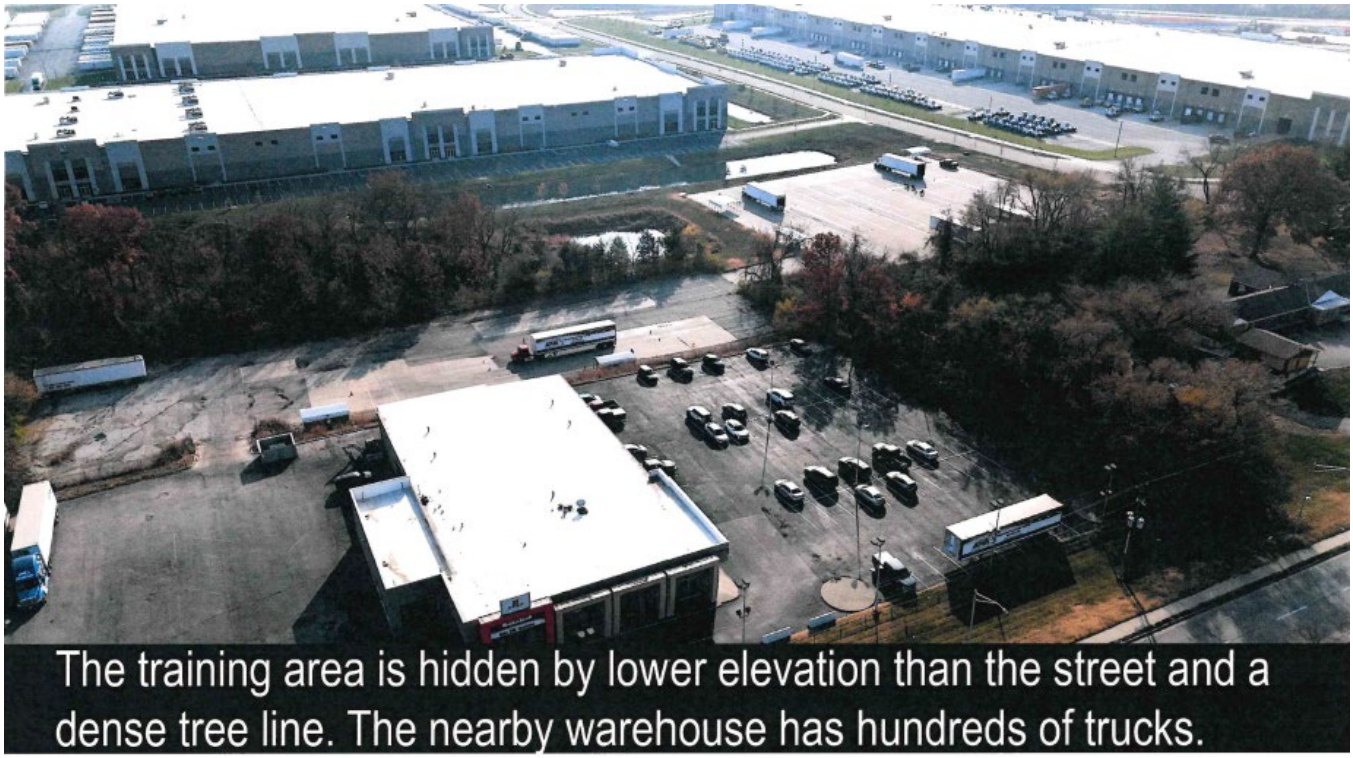
Jeffrey Steinberg
President
Apex Technical Institute


245 FT
Training Yard
245 FT
Tree Line
State Ave
Student Parking
Building
Training Yard
Rainwater Retention
390 FT
Wooded Area
370 FT

Google Maps
N 69th St
N 67th St
State Ave







The training area is hidden by lower elevation than the street and a dense tree line. The nearby warehouse has hundreds of trucks.

(Published _____)

SP2025-086

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-086, commonly known as 6801 State Avenue, Kansas City, Kansas, legally described as:

TURNER LOGISTICS CENTER SECOND PLAT, S10, T11, R24, 343747 SQUARE FEET, L1, located at approximately 6801 State Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a commercial truck driving school.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maintain existing tree buffer, which may shift the detention basin along the south property line abutting Turner Logistics Center, Building #4 site. After the west property line is graded for the future alignment of 69th Street, trees shall be planted to replace those that were removed during grading;**
2. **Plant street trees along State Avenue and the east property line spacing them in groups of three (3) between 50-60 feet apart and within existing parking lot islands. Six (6) trees will be added along State Avenue and 7 trees will be planted along the east property line adjacent to the Salvation Army.**

a. **Add trees in existing median, but stay out of the BPU overhead powerline easement;**

3. **Hours of operation are from Monday – Friday except for holidays. On Saturdays with classroom hours from 6:00 AM to 4:00 PM, office is open until 5:00 PM;**
4. **9 trucks will be used for training purposes;**
5. **Install a painted hatched pedestrian path from State Avenue through the parking lot to the main entrance of the business;**
6. **Disposal of tires and fluids, oil changes, and regular maintenance is conducted off-site;**
7. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
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13. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463**

through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

14. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
15. **The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
16. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
17. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-089**

GENERAL INFORMATION

Applicant Information:
Rajiv Chhabra
5023 West 147th Street
Leawood, Kansas 66224

Subject Property:
4508 Rainbow Boulevard
Kansas City, Kansas 66103

Requested Action and Purpose:
Approval of Special Use Permit to operate a Non-Owner-Occupied Short-Term Rental.

Commission Districts:
At-Large Commissioner, District #2: Andrew Kump
District #3 Commissioner: Christian Ramirez

Existing Zoning District(s):
R-1(B) Single Family District

Plan Area:
Rosedale Area Plan





	Adjacent Zoning	Adjacent Uses
North	R-1(B) Single Family District	Single-family residence
South	R-1(B) Single Family District	Single-family residence
East	C-3 Commercial District	Commercial retail (Rainbow Cleaners)
West	R-1(B) Single Family District	Single-family residence

Total Tract Size: 0.15 Acre

Comprehensive Plan Designation: The Rosedale Area Plan designates this property as General Urban, which allows for rowhouses, townhomes, and single-family houses. Three (3) story apartment buildings, retail, and office uses are allowed only on neighborhood and mixed-use corridors.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates Rainbow Boulevard as a Minor Arterial Street.

Parking Requirement: Section 27-455(d) states that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling.

Landscaping Requirement: Section 27-700(a) states that one (1) shade tree per dwelling unit is required in the front or corner side yard. The subject property does not fulfill this requirement. The applicant meets the requirements.

Advertisement: The Wyandotte Echo – December 18, 2025
Letters to Property Owners – December 19, 2025

Public Hearing(s): January 12, 2026 and January 29, 2026

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Rajiv Chhabra is requesting a Special Use Permit to operate a Non-Owner-Occupied short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 4508 Rainbow Boulevard Kansas City, Kansas 66103.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. Mec22-0220 – Mechanical Permit – May 06, 2022 – Complete – Previous Property Owner.
2. 11205-00165 – Code-Environment – March 04, 2011 – Complete – Early Trash Set Out – Previous Property Owner.
3. 02201-00000-00071 – Structural March 19, 2002 – Complete – Paint trim and porch – Previous Property Owner.
4. 01390-00000-00277 – Plumbing Permit – May 23, 2001 – Complete – Install hot water heater – Previous Property Owner.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Rosedale Statistical Neighborhood, Frank Rushton neighborhood Group, and Census Block Group 0452004. The neighborhood consists of single-family residences to the north, south, and west. To the east, a cleaner is located, commercial in its use.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by the R-1(B) Single-Family District. Use of the property as a rental, either short or

long-term, while commercial in nature, is consistent with other nearby properties in close proximity. While use as a short-term rental is commercial in nature, the use is occurring in a purpose-built residence, which should not present issues with nearby property. The proposed use is compatible if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions including those for hours of operation (where applicable), detrimentally affect nearby property?***

   Removal of the restrictions that require a Special Use Permit has the potential to create issues such as parking, excessive noise, illumination, vibration, overcrowding of land and undue concentrations of population. The property could be suitable for use as a short-term rental if the aforementioned issues are properly managed.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the Rosedale Area Plan. The Rosedale Area Plan designates this property as General Urban, which allows for rowhouses, townhomes, and single-family houses. Three (3) story apartment buildings, retail, and office uses are allowed only on neighborhood and mixed-use corridors. The proposed use conforms to the Rosedale Area Plan designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use has the potential to increase vehicular traffic, but should exceed the capacity of Rainbow Boulevard, a Minor Arterial Street, to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use provides a convenience to the public in the form of temporary lodging, however, issues such as making excessive noise, vibration, illumination, overcrowding of land, and undue concentrations of population could impact nearby properties negatively. If managed properly, however, the use of

the property is not expected to substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   Noise, vibration and illumination are all potential issues that are related to short-term rentals if it is not managed properly. There have not been any complaints to date with the current applicant. Dust is not typically an issue related to the use of a residential property as a short-term rental and ostensibly not considered to be a problem for nearby properties.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute the air, land or water as it is an existing, permitted residence.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residence in an existing built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain or loss to public health, safety and welfare is minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental, but may still use the property as a long-term rental with appropriate permits and licenses, their primary residence, or sell the property.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain their short-term rental according to the submitted management plan and conditions of approval, including, limits to number of guests and number of vehicles on the property, and other applicable ordinances set by the Code of Ordinances.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is six (6). The maximum number of vehicles off-street is two (2). There shall be no on-street parking for renters or guests of any short-term rental. If the applicant abides by the outlined conditions, specifically those that

prohibit parties or larger groups, undue concentrations of population should not be an issue.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Zoom on December 26, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

None.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-089**, **for one (1) year**, subject to:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **Repair the crack and subsidence in the driveway;**
4. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
5. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
6. **Applicant is to maintain liability insurance;**
7. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
8. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
9. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
11. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**

12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**

19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-089** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Short-Term Rental Map
Floor Plan
Neighborhood Meeting Affidavit
Neighborhood Meeting Minutes
Home Inspection Report
Insurance Policy
Images Submitted by the Applicant

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2025

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-089** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-089,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:
Hearing starts at 39:09:
SP2025-089 - RAJIV CHHABRA
Synopsis: Special Use Permit for a Non-Owner Occupied Short-Term Rental at 4508 Rainbow Boulevard. *Detailed Outline of Requested Action:* The applicant, Rajiv Chhabra is requesting a Special Use Permit to operate a Non-Owner-Occupied short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 4508 Rainbow Boulevard Kansas City, Kansas 66103.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Rajiv Chhabra, Applicant, 4508 Rainbow Boulevard, Kansas City, Kansas 66103

Present in Opposition:

- No one appeared

Staff Recommendation starts at 40:32: Lead Planner Byron Toy stated that Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 40:51:

On motion by Commissioner Jones, seconded by Commissioner Ward, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-089 for one (1) year:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0
Subject to:

1. **Maximum number of guests shall be six (6);**
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3. **Repair the crack and subsidence in the driveway;**
4. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
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6. **Applicant is to maintain liability insurance;**
7. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
8. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
9. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
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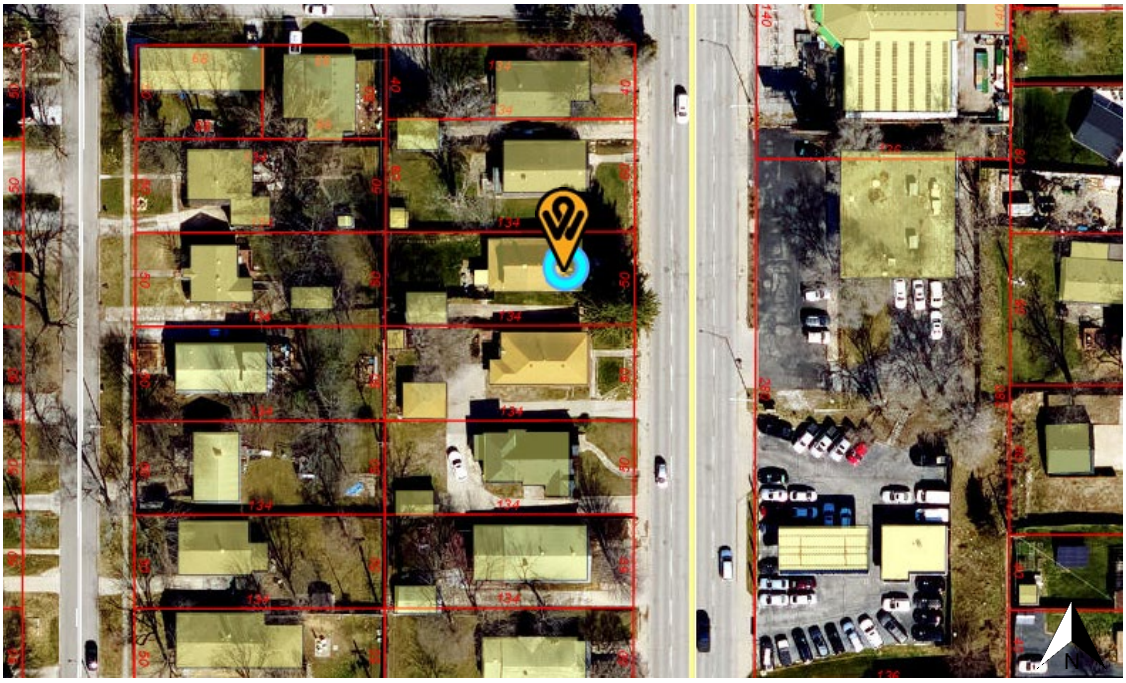
Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;

11. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
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13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
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17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**

18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



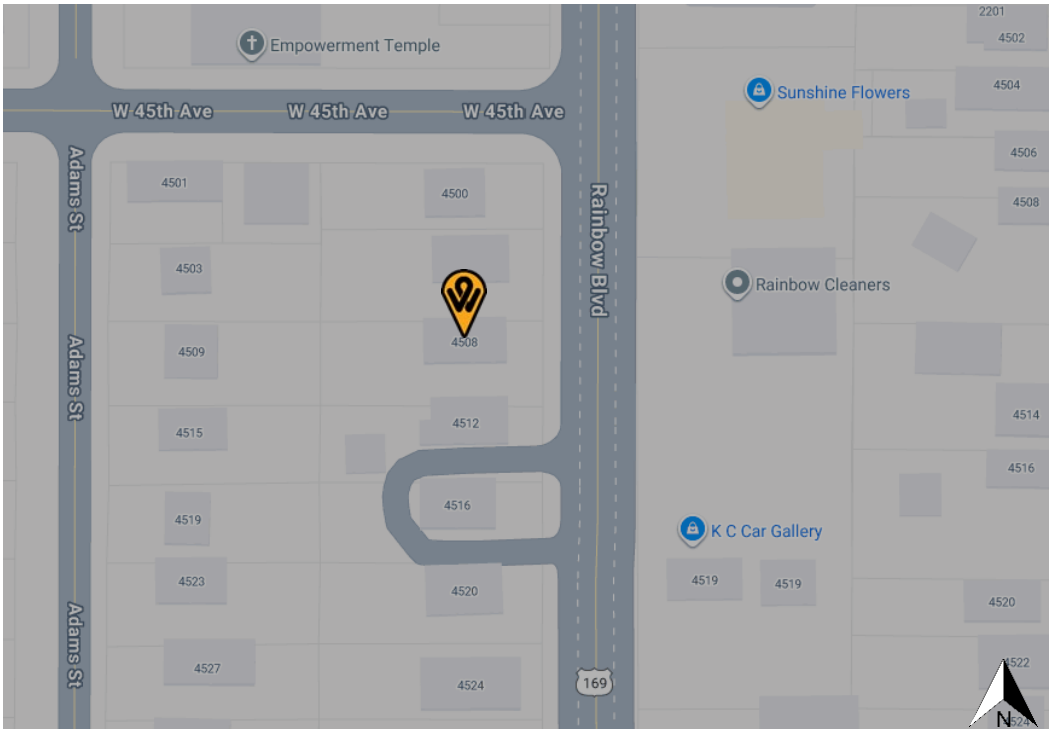
ZONING MAP



LAND USE MAP



SHORT-TERM RENTAL MAP



ADDITIONAL ATTACHMENTS

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Johnson)

Comes now RAJIV CHHABRA, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP 2025-089.
2. That I conducted a neighborhood meeting on 12/26/2025.
3. The notice to nearby property owners was sent on 12/08/2028.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 29 day of December, 2025.

My commission expires Jan. of 5, 2027.

Notary Public

Notary Public
State of Kansas
Patricia Johansen
My Appt. Exp. 1-5-2027

Neighborhood meeting details/minutes

- Neighbourhood meeting was conducted virtually via Zoom platform on 12/26/25 between **5:00-5:30 PM (CST).**

- This was the meeting info:

https://us05web.zoom.us/j/6842648426?pwd=psdImp1JpP4mx0KBOzfcb7eMEJ7MgN.1&omn=88979934055
Meeting ID: 684 264 8426
Passcode: 7Uqi4L

- The notice for the Neighbourhood meeting was sent via **USPS mail on 12/8/25.**

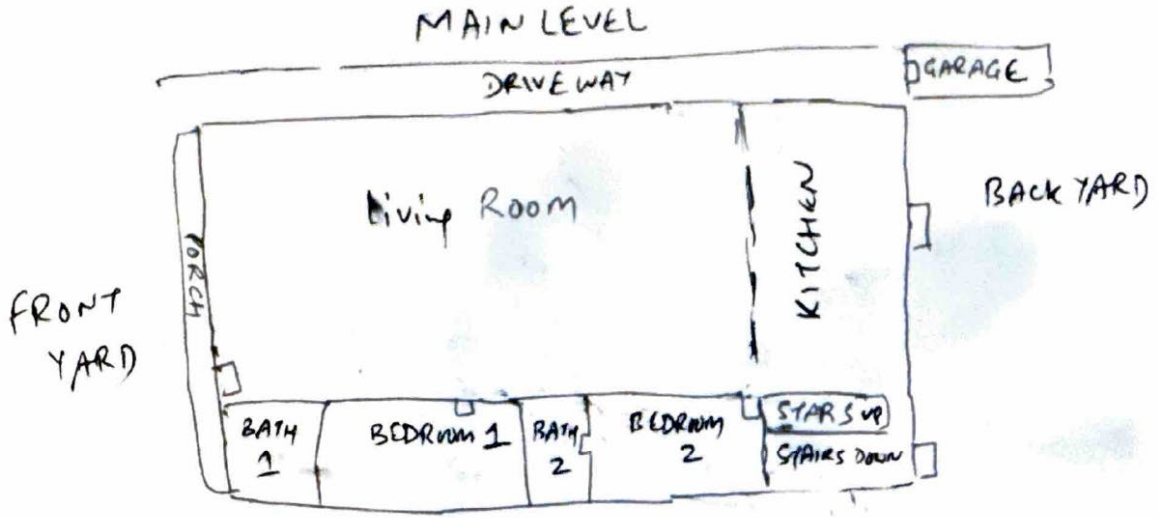
- Please see the attached letter for the information sent to the neighbors (the list provided by the department of planning and urban design).

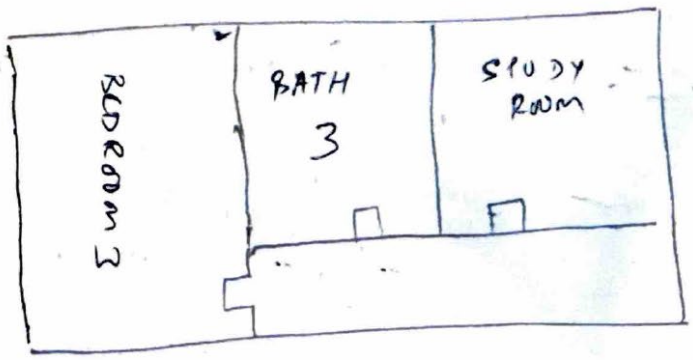
- Number and name of people who joined the virtual/ zoom meeting: **only 1**- Rajiv Chhabra (Host)

- Comments/questions during the virtual meeting: **None**

- Any comments/questions received via email/phone: **None**

FLOOR PLAN FOR 4508, RAINBOW BLVD., KANSAS CITY, KS





INSPECTION CONDITIONS

UTILITY SERVICES:

UTILITIES STATUS:

Action Necessary - The gas service was off at the time of the inspection. Due to the gas service being off at the time of the inspection all of the gas components could not be inspected and are excluded from the inspection. This includes but is not limited to the following items: furnace, water heater, flue vents, gas supply lines, gas starter for fireplace, gas appliances, etc. It is highly recommended that the gas is turned on and all gas items are thoroughly evaluated during your inspection period.

SITE

Paving Condition:

Driveway Condition:

Attention Needed - The driveway needs attention and repair to prevent further deterioration. The cracks in the driveway need to be sealed to prevent further damage. The freeze-thaw cycle may cause differential settlement and enlarge existing cracks. Spalling - Spalling is when the surface is flaking off. While this is not necessarily a fatal condition, it may worsen over time. At some point you may want to replace sections for aesthetic purposes.

Entryway Stoop:

Action Necessary - The entry stoop needs repair or replacement due to deterioration or settlement. There is some deterioration in the framing members below the front porch that need repair for proper structural support. There was not full access under the front porch, so further evaluation on the extent of the repairs are needed by a professional contractor.

FOUNDATION

Foundation:

Perimeter Foundation Drainage Surface:

Attention Needed - The drainage around the foundation should slope away from the foundation at a rate of 1/2" per foot for 6' from the foundation. Portions of the ground around the perimeter do not meet this minimum standard and need additional dirt added or grading adjustment. Front Wall, Right Wall, Left Wall.

ROOF & ATTIC

Roofing:

Condition of Roof Covering Material:

Attention Needed - The roof covering is new, but there is a dip in the rear roof that needs to be evaluated and repaired if needed by a professional roofing contractor.

Attic & Ventilation:

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Roof Decking:
Action Necessary - The sheathing in the attic does not appear to be 1/2" plywood. The sheathing installed appears to be thin paneling type material. It is recommended that a professional roofer fully evaluate the roof and sheathing and make any necessary repairs for proper roof installation.

Insulation Noted:
Action Necessary - The attic insulation appears to be insufficient to properly insulate the living spaces below. There are areas of the attic with no insulation that needs proper insulation installed.

STRUCTURAL

Structural:
Siding Condition:
Attention Needed - The exterior siding material or finish is in a condition that requires repair to prevent further deterioration. There is some siding deterioration around the detached garage that needs repair.

Trim Condition:
Attention Needed - The trim needs some repair to prevent further deterioration. There is some trim deterioration around the detached garage that needs repair.

Window Flashing:
Attention Needed - There is missing flashing installed above multiple windows around the home. Current building standards require flashing to be installed all windows to prevent potential water entry. It is recommended that a professional contractor install window flashing as needed.

ELECTRICAL SYSTEMS

Main Power Panel and Circuitry
Wire Protection/Routing:
Action Necessary - It is recommended that some portions of the visible wiring need to be reinstalled or secured. A safety hazard may exist. Services of a Qualified Licensed Electrician are needed. The electrical wire for the home to the detached garage is not properly installed and needs replacement. There are also multiple loose wires, outlets, and switches in the detached garage that need repair.

KITCHEN

Kitchen:
Outside Entry Door:
Attention Needed - The outside entry door above the basement staircase does not properly fit in the door frame and open and does not properly deadbolt and needs repair.

Windows:
Action Necessary - At least one window or associated hardware in the kitchen needs repair or replacement. The thermal seal is broken. Although it is keeping the elements out, the glass has a clouded appearance. This condition will worsen. This is for the rear left kitchen window. Also, the windows have missing window screens.

BATHROOM

Master Bathroom:
Entry Door:
Attention Needed - The entry door or hardware to this bathroom needs some adjustment or repair to function appropriately. The door needs to be adjusted so it properly fits into the door frame. Main level rear bedroom.

Ventilation Fans:
Action Necessary - There is an exhaust fan installed, but it would not activate using normal controls. Repair or replacement is necessary. Main level rear bedroom.

BATHROOM

Master Bathroom:

Entry Door:

Attention Needed - The entry door or hardware to this bathroom needs some adjustment or repair to function appropriately. The door needs to be adjusted so it properly fits into the door frame. Main level rear bedroom.

Ventilation Fans:

Action Necessary - There is an exhaust fan installed, but it would not activate using normal controls. Repair or replacement is necessary. Main level rear bedroom.

Tub Stopper:

Action Necessary - The bathtub stopper does not hold water in the tub and needs repair. Main level rear bedroom.

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Bathroom # 2

Shower Pan:

Attention Needed - The front main level bathroom shower pan does not properly slope towards the drain and needs repair to prevent standing water in the shower pan.

Bathroom # 3

Basin and Drain Fixtures:

Attention Needed - The basin or drainage fixture needs attention. There is a leak in the drain line that needs to be repaired. This is located below the upper level bathroom sink.

Toilet Condition:

Action Necessary - The toilet in the bathroom needs repair. The toilet is not secure to the floor, allowing it to wobble and possibly leak. Action should be taken to resecure it to the floor. Upper level bathroom.

BEDROOM

Master Bedroom:

Windows:

Action Necessary - At least one window or associated hardware in this bedroom needs repair or replacement. The thermal seal in at least one window is noted as deficient. The window still keeps the rain out, but the staining between the panes of glass will continue to cloud the glass. At some time, if left in place, the window will turn opaque. Replacement is recommended since it is no longer serving its intended function. This is for the right window in the rear main level bedroom.

Bedroom # 2:

Entry Door:

Attention Needed - The entry door or hardware for this bedroom needs some adjustment or repair for it to function appropriately. The front main level entry door needs to be repaired so it will hold in the open position.

Bedroom # 3:

Windows:

Action Necessary - At least one window or associated hardware in this bedroom needs repair or replacement. There is no window or window that opens in this bedroom. This is a safety hazard because all bedrooms should have a second means of egress in an emergency. This is for the upper level front bedroom.

Heat Source Noted:

Attention Needed - There is no return air vent located in the upper level front bedroom. It is recommended that an air-return is installed.

OTHER LIVING SPACES

Living Room:

Windows:

Action Necessary - At least one window or associated hardware in this room needs repair or replacement. There is at least one broken window pane. This is for the right South facing living room window. Also, the South living room windows do not open and need repair.

GARAGE

Garage:

Overhead Door and Hardware Condition:

Action Necessary - The overhead door needs repair or replacement by a professional garage door technician. The garage door is not properly on the track.

Framing Condition:

Action Necessary - Some portion of the wall framing is in need of repair. There are multiple deteriorated framing members in the detached garage that need repair for proper structural support by a professional contractor.

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FOUNDATION

Interior View of Basement:

Electrical Service to Basement Level:

Recommend - The electrical outlets on the basement level in unfinished areas are not protected using Ground Fault Circuit Interrupters. For safety reasons, they are recommended for use in unfinished basement areas for other than dedicated circuits.

GARAGE

Garage:

Electric Service to Garage:

Recommendation - The garage electrical outlets are not protected using Ground Fault Circuit Interrupters. For safety reasons, they are recommended for use in garages for all circuits except dedicated circuits.

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

AUTO-OWNERS INSURANCE COMPANY
DWELLING FIRE EVIDENCE OF INSURANCE

[redacted]

10/16/2025 to **10/16/2026**

Date: 11/20/2025 [redacted]

Client:	RAJIV CHHABRA ROOPA SETHI	Agent:	
		Agency:	HOMESERVICES INSURANCE INC
Address:	5023 W 147TH ST LEAWOOD, KS 66224-3767	Address:	119 14TH ST NW STE 150 SAINT PAUL, MN 55112-0007
Phone:	(816) 419-1027	Phone:	(651) 605-2744

This Evidence of Insurance verifies that the insurance coverage and limits shown below have been issued to the named insured by Auto-Owners Insurance Company. Coverage is in force as of the effective date shown above. These coverages are subject to provisions of the Dwelling Fire Policy.

This Evidence of Insurance is for informational purposes only, and does not modify or extend policy coverage stated in the Declarations.

All terms and conditions of the policy apply.

Secured Interested Parties

Mortgagee: **PENNYMAC LOAN SERVICES LLC**
ISAOA

Attention/Care of:

Mailing Address: [redacted]

Loan Number:

Location Information

Location **1:** **4508 RAINBOW BLVD KANSAS CITY, KS 66103**

Property/Personal Liability Coverages	**Limit**
Increased Cost Endorsement	
Dwelling	**$437,800**
Other Structures	**$43,780**
Personal Property	**$15,000**
Loss Of Rents	**$43,780**
Landlord Liability	**$1,000,000**
Medical Payments	**$5,000**
Property Deductible: **$5,000 Flat**	

Premium

Total Policy Premium: **$1,493.94**

🏠 Welcome to 4508 Rainbow Blvd., Kansas City, KS.

Thank you for choosing to stay with us. We're delighted to host you and hope you enjoy a comfortable, memorable stay.

📖 Guest Information Guide

🌐 Wi-Fi

- **Network:** _____
- **Password:** _____

⏰ Check-Out

- **Time: : 11 AM**
  Before you leave, please:
- ❑ Place used towels in the bathroom
- ❑ Start the dishwasher (if needed)
- ❑ Turn off all lights and lock all doors
- ❑ Take trash to main trash bin in the backyard.

📞 Contact

For anything you need, please message us on Airbnb or call/text:
📱 816-419-1027 / 540-397-5640

🧹 House Rules

- No smoking inside
- No parties or unregistered guests
- Quiet hours after 9 PM
- **Pets are not allowed** (see Pet Policy section below)
- Please treat the home, furniture, and appliances with respect

🐾 Pet Policy

No Pets Allowed

For guest comfort, safety, and allergy considerations, **pets are not allowed** anywhere on the property.

- No pets of any kind may be brought into the home.
- Evidence of pets (fur, odors, damage, accidents, etc.) may result in additional fees.
- **Service animals are welcome** as required by law — please notify the host prior to arrival so accommodations can be made.

Thank you for helping us maintain a clean and allergy-safe environment!

🔧 Utility Service Connections

Electricity

- **Main breaker panel:** Basement
- **Sub-panel (if any):** _____
  If power goes out:
- Check if it's a neighborhood outage
- Ensure breakers are ON
- For a tripped breaker, switch OFF → ON

Water

- **Main water shut-off:** Basement
- **Hot water heater:** Basement
  If hot water stops, allow 20–30 minutes for the tank to reheat.

Gas (if applicable)

- **Gas meter:** Outside left side of the house
- **Emergency shut-off:** Outside left side of the house
  If you smell gas, leave immediately and call the gas company or 911.

Internet / Wi-Fi Reset

- **Modem location:** Main living room
- **Router location:** Main living room
  To reset: unplug for 10 seconds → plug back in → wait 2 minutes.

HVAC

- **Thermostat:** Google Nest in main living room
- **Air filter:** _____
  If you notice unusual noises or airflow issues, contact the host.

Trash & Recycling

- **Bin locations:** Back of the house next to driveway
- **Collection days:** _____

🍽️ Kitchen Notes

- Trash bin: Located in the kitchen
- Extra bags: Are in the cabinet
- Dishwasher pods: Are in the cabinet in the kitchen
- Coffee maker instructions: Keurig machine takes standard pods.

🌡️ Heating & Cooling

- Thermostat: Google nest in main living room
- Recommended settings:
  - **Summer:** 73°
  - **Winter:** 71°

📺 TV & Entertainment

- TV remote: _____
- Streaming services available: Netflix, Prime, google, Pluto TV.
- Instructions: _____

🧺 Laundry

- Washer/dryer location: Between kitchen and stairs to basement
- Detergent: Tide Pods
- Instructions: Please remove lint after each dryer use

🎈 Local Recommendations

Restaurants

- **[Name]** – KC Joe Barbecue (a local favorite)
- **[Name]** – McDonald on 43rd and Rainbow Blvd.
- **[Name]** – _____

Coffee Shops

-
-

Things To Do

-
-

Grocery Stores

- Walmart on 47th street
-

🚨 Emergency Information

- **Emergency services:** 911
- **Nearest hospital:** KU Medical Center
- **Address:** 3901 Rainbow Blvd., Kansas City, KS
- **Nearest pharmacy:** _CVS Pharmacy 4300 Rainbow Blvd. (located at junction of 43th street and Rainbow Blvd.)

⚠️ Lead-Based Paint Notice (Homes Built Before 1978)

This property was built before 1978 and **may contain lead-based paint**.

Health Information

Lead from paint, paint chips, and dust can pose health hazards, especially to young children and pregnant individuals.

Guest Safety Guidelines

- Do not disturb painted surfaces.
- Do not scrape, sand, or drill into walls, doors, or window frames.
- Report any peeling, chipping, or damaged paint to the host immediately.
- Keep window sills clean; avoid letting children play near painted woodwork.

For more information, consult the U.S. Environmental Protection Agency (EPA) or local health authorities.

💬 Guest Notes & Reviews

We'd love to hear from you!

Date: _____
Names: _____

Your Experience:

🎉 Thank You for Staying!

We appreciate you and hope you had an excellent stay.
Please leave us a review on Airbnb — it truly helps!


4508
HOME





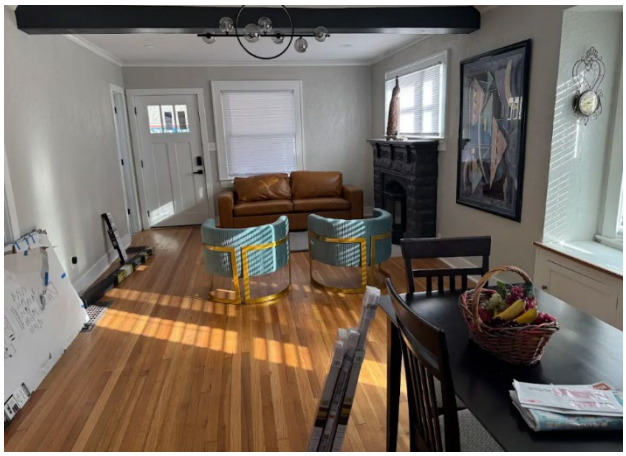

HOM













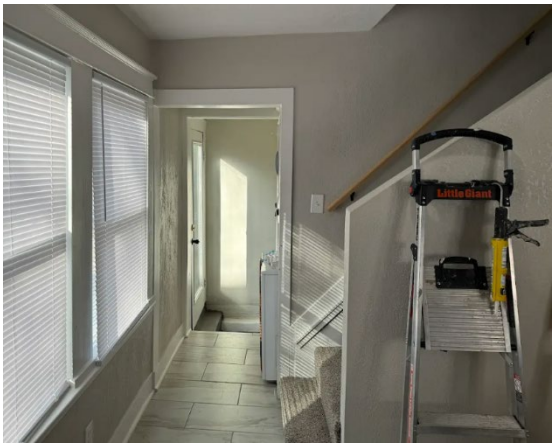











Little Giant















(Published _____)

SP2025-089

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-089, commonly known as 4508 Rainbow Boulevard, Kansas City, Kansas, legally described as:

> LANCASTER HEIGHTS, S34, T11, R25, ACRES 0.170000, B2 L3 & 1/2 VAC ALLEY ADJ, located at approximately 4508 Rainbow Boulevard, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a short-term rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **Repair the crack and subsidence in the driveway;**
4. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
5. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**

6. **Applicant is to maintain liability insurance;**
7. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
8. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
9. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
10. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
11. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
12. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
13. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
14. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
15. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
16. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463**

through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

17. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
18. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
19. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
20. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-093**

GENERAL INFORMATION

Applicant Information:
Dottie Bradley
2342 South Mill Street
Kansas City, Kansas 66103

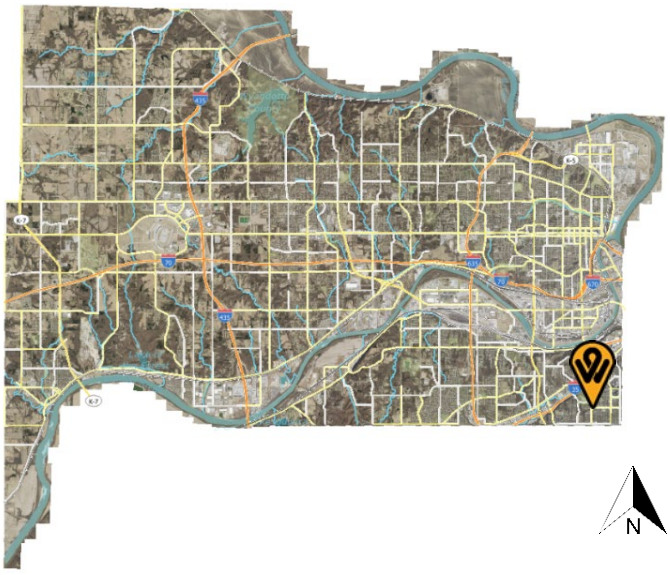
Subject Property:
4200 Adams Street
Kansas City, Kansas 66103

Requested Action and Purpose:
Approval of Special Use Permit to operate a Non-Owner-Occupied Short-Term Rental.

Commission Districts:
At-Large Commissioner, District #2: Andrew Kump
District #3 Commissioner: Christian Ramirez

Existing Zoning District(s):
R-1(B) Single Family District

Plan Area:
Rosedale Area Plan





	Adjacent Zoning	Adjacent Uses
North	R-1(B) Single Family District	Single-family residence
South	R-1(B) Single Family District	Single-family residence
East	R-1(B) Single Family District	Single-family residence
West	R-1(B) Single Family District	Single-family residence

Total Tract Size: 0.10 Acre

Comprehensive Plan Designation: The Rosedale Area Plan designates the subject property as Single Family Neighborhood, which allows for single family, detached houses. Townhomes and side-by-side rowhouses are appropriate where the property has frontage on a mixed-use or neighborhood corridor.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates Adams Street as a Local Street.

Parking Requirement: Section 27-455(d) states that two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling.

Landscaping Requirement: Section 27-700(a) states that one (1) shade tree per dwelling unit is required in the front or corner side yard. The subject property does not fulfill this requirement. The applicant meets the requirements.

Advertisement: The Wyandotte Echo – December 18, 2025
Letters to Property Owners – December 19, 2025

Public Hearing(s): January 12, 2026 and January 29, 2026

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Dottie Bradley, is requesting a Special Use Permit to operate a Non-Owner-Occupied short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 4200 Adams Street, Kansas City, Kansas 66103.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. ENV21-2018 – Code-Environment – April 22, 2021 – Closed – Vehicle Parked on yard – Previous Property Owner.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Rosedale Statistical Neighborhood, Hilltop Neighborhood Group, and Census Block Group 0452002. The neighborhood consists of single-family homes to the north, east, south, and west of the property. Rainbow Boulevard is located to the east of the property, is a highly trafficked, mixed-use corridor.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by the R-1(B) Single-Family District. Use of the property as a rental, either short or long-term, while commercial in nature, is consistent with other nearby properties

in close proximity While use as a short-term rental is commercial in nature, the use is occurring in a purpose-built residence, which should not present issues with nearby property. The proposed use is compatible if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions including those for hours of operation (where applicable), detrimentally affect nearby property?***

   Removal of the restrictions that require a Special Use Permit has the potential to create issues such as parking, excessive noise, illumination, vibration, overcrowding of land and undue concentrations of population. The property could be suitable for use as a short-term rental if the aforementioned issues are properly managed.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the Rosedale Area Plan. The Rosedale Area Plan designates the subject property as Single Family Neighborhood, which allows for single family, detached houses. Townhomes and side-by-side rowhouses are appropriate where the property has frontage on a mixed-use or neighborhood corridor. The proposed use conforms to the Rosedale Area Plan Single Family land use designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of Adams Street, a Local street type, to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use provides a convenience to the public in the form of temporary lodging, however, issues such as making excessive noise, vibration, illumination, overcrowding of land, and undue concentrations of population could impact nearby properties negatively. If managed properly, however, the use of the property is not expected to substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   Noise, vibration and illumination are all potential issues that are related to short-term rentals if it is not managed properly. There have not been any complaints to date with the current applicant. Dust is not typically an issue related to the use of a residential property as a short-term rental and ostensibly not considered to be a problem for nearby properties.

9. ***Whether the proposed use will pollute the air, land or water.***

   The proposed use will not pollute the air, land or water as it is an existing, permitted residence.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residence in an existing built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain or loss to public health, safety and welfare is minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental, but may still use the property as a long-term rental with appropriate permits and licenses, their primary residence, or sell the property.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain their short-term rental according to the submitted management plan and conditions of approval, including, limits to number of guests and number of vehicles on the property, and other applicable ordinances set by the Code of Ordinances.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is six (6). The maximum number of vehicles off-street is two (2). There shall be no on-street parking for renters or guests of any short-term rental. If the applicant abides by the outlined conditions, specifically those that prohibit parties or larger groups, undue concentrations of population should not be an issue.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Zoom on December 22, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Parking

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-093**, **for one (1) year**, subject to:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **Parking lot shall be repaved with asphalt or concrete. Gravel surfaces are not permitted;**
4. **Parking shall be permitted exclusively on the north side of the property, within the designated parking area accessible via West 42nd Avenue;**
5. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
6. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
7. **Applicant is to maintain liability insurance;**
8. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
9. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
10. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
11. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
12. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780**

or businesslicense@wycokck.org;

13. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
14. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
15. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
16. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
17. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
18. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
19. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a**

new Special Use Permit is approved;

20. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
21. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-093** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Short-Term Rental Map
Neighborhood Meeting Affidavit
Neighborhood Meeting Minutes
Floor Plan
Home Inspection Report
Liability Insurance
Guestbook
Images of the Property Submitted by the Applicants

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-093** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-093,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:

Hearing starts at 55:07:
SP2025-093 - DOTTIE BRADLEY
Synopsis: Special Use Permit for a Non-Owner Occupied Short-Term Rental at 4200 Adams Street. *Detailed Outline of Requested Action:* The applicant, Dottie Bradley, is requesting a Special Use Permit to operate a Non-Owner-Occupied short-term rental at AirBnB. This is not the owner's primary residence. This would be the first and only permitted short-term rental on 4200 Adams Street, Kansas City, Kansas 66103.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Dottie Bradley, Applicant, 2105 Jarboe Street, Kansas City, Missouri 64108 .

Present in Opposition:

- No one appeared

Staff Recommendation starts at 56:46: Lead Planner Byron Toy stated that Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 57:04:

On motion by Commissioner Jones, seconded by Commissioner Beth, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-093 for one (1) year:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0

Subject to:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **Parking lot shall be repaved with asphalt or concrete. Gravel surfaces are not permitted;**
4. **Parking shall be permitted exclusively on the north side of the property, within the designated parking area accessible via West 42nd Avenue;**
5. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
6. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
7. **Applicant is to maintain liability insurance;**
8. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
9. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
10. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host**

Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);

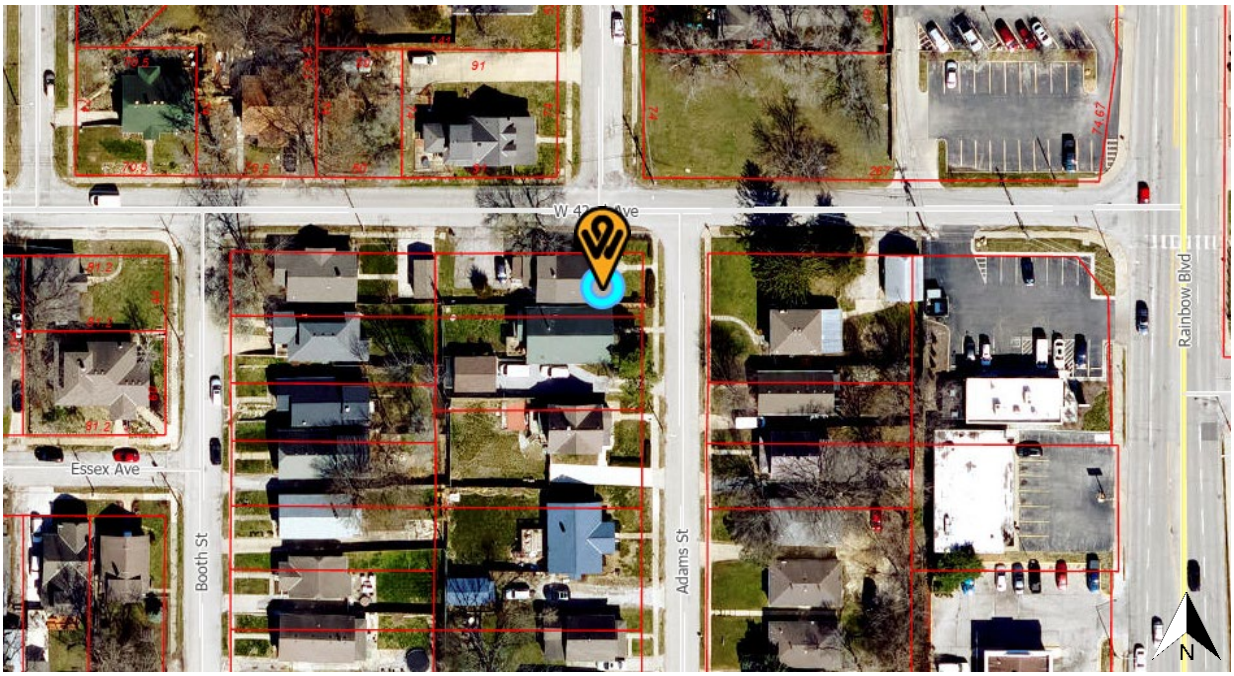
11. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
12. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
13. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
14. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
15. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
16. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
17. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
18. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty**

of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

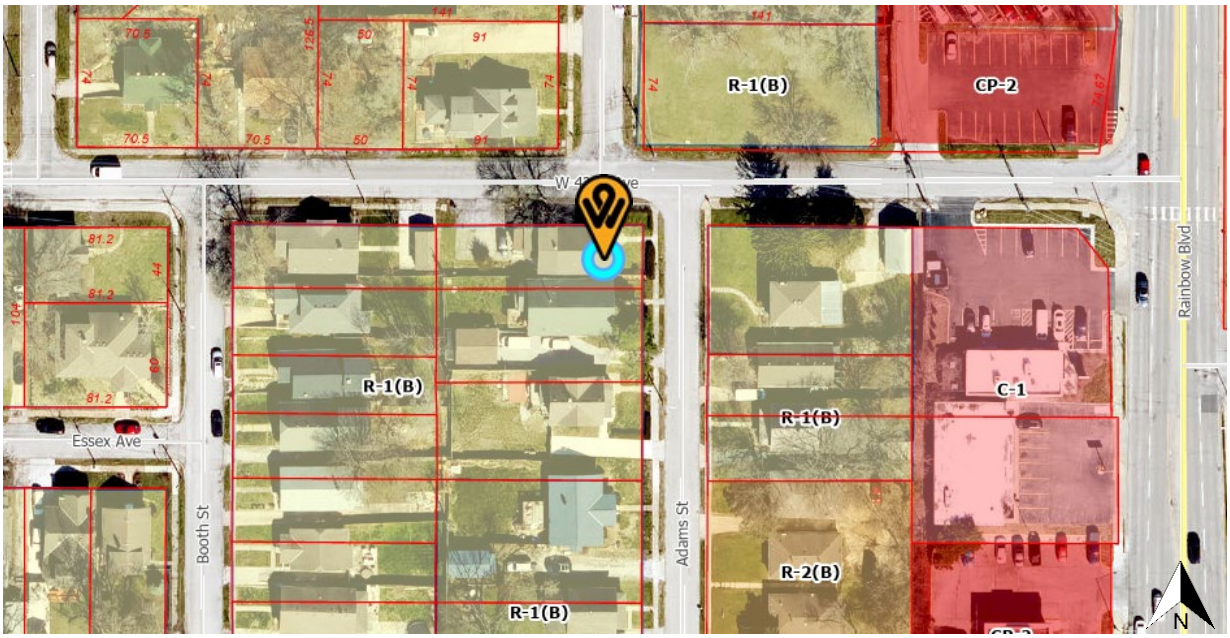
19. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
20. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
21. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

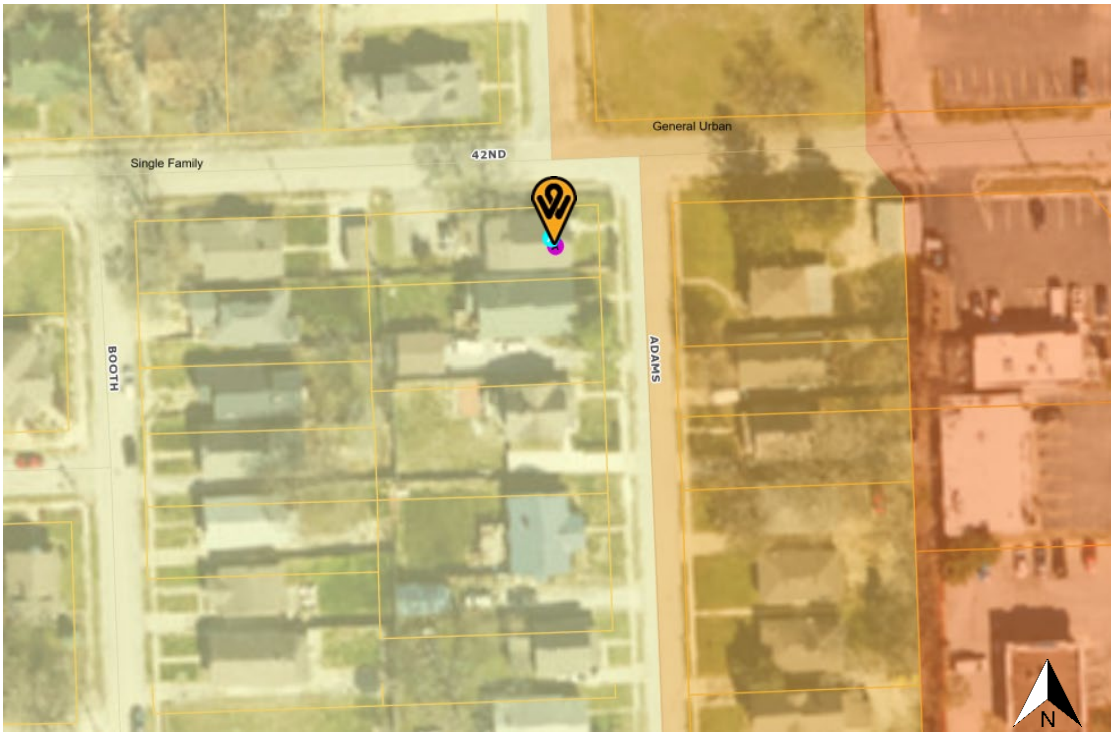
AERIAL IMAGERY



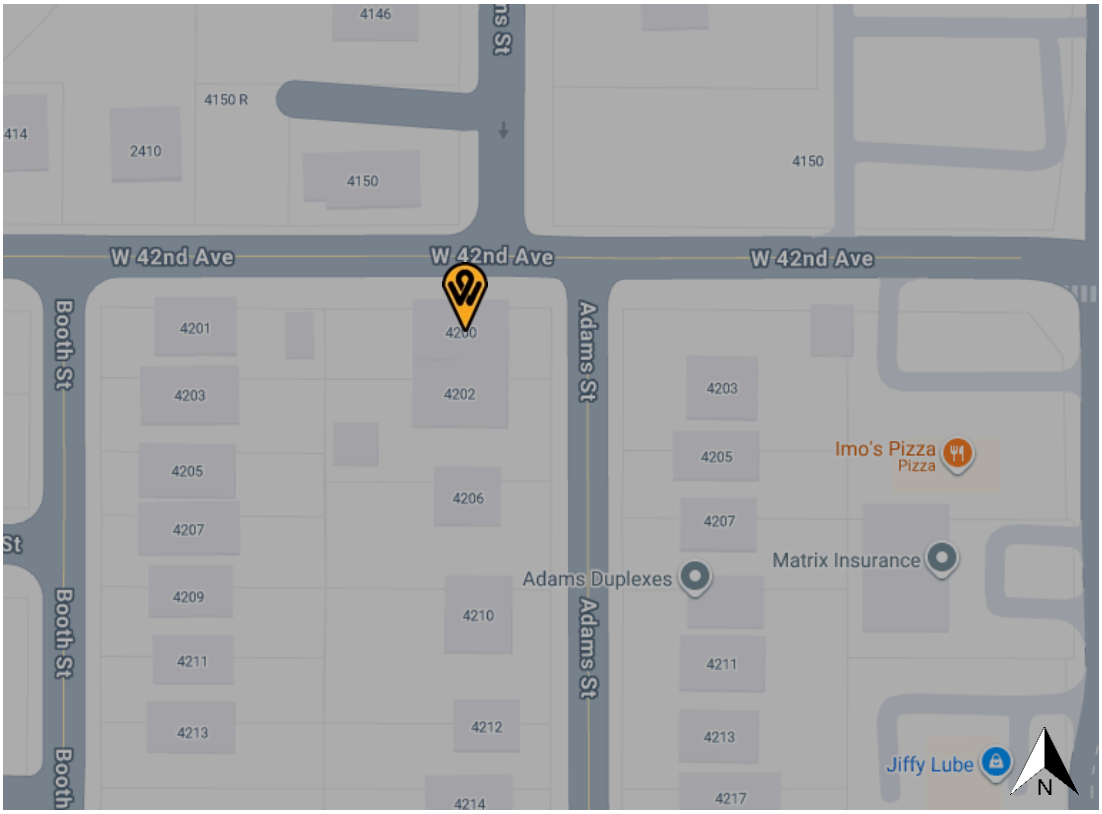
ZONING MAP



LAND USE MAP



SHORT-TERM RENTAL MAP



ADDITIONAL ATTACHMENTS

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte)

Comes now Dottie Bradley, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-093.
2. That I conducted a neighborhood meeting on 12/22/2025.
3. The notice to nearby property owners was sent on 12/5/2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Dottie Bradley
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 23rd day of December, 20 25.

My commission expires 06 of 08, 20__.

ISMAEL A MORILLO-PEREZ
Notary Public - State of Florida
Commission # HH 685170
Expires on June 8, 2029

Ismael A Morillo-Perez
Notary Public

Notarized remotely online using communication technology via Proof.

Application Number: SP2025-093 - 4200 Adams Street

Date and Location:12/22/25 Zoom

Meeting called to order at: 5:15 pm

- Names of people in attendance:

Dottie Bradley
Riley Henderson
Richard Barbieri 4206 Adams
Cory & Chris Hinesley 4202 Adams

- Introductions:

Dottie- the owner of the home
Ricky in 4206 adams street
Corie and Chris in 4202 adams street next door

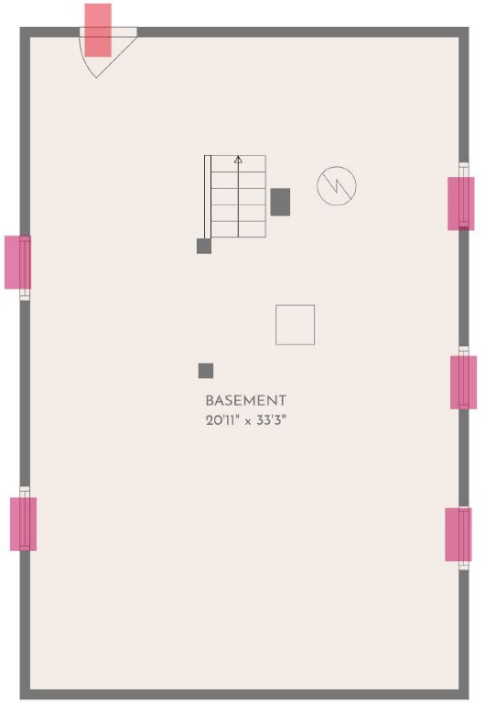
- Presentation by applicant and/or team (explain what information was given to those in attendance and a summary of what the speaker said).

The home was listed for sale and didn't have much traction, is still listed in case a long term renter would like to occupy but no one has reached out or expressed interest so going the short term rental route so it is not sitting vacant. Parking on the street will not be a problem as the driveway is more than enough to accommodate the amount of guests able to be in the home so that will not be disruptive. She invited guests to ask questions.

- Questions and answers (include the following:Who asked question or gave comment, What was the question or comment, Who answered the question/comment, What was the answer given)
    - Ricky: How long would this be a short term rental? Are you looking to sell this again? Is there still a possibility of a long term tenant?
    - Dottie replied to this by saying there may be a long term tenant if interest is shown by someone, a sale of the home is not within the foreseeable future. There is also no specific timeline for the short term rentals.
    - Chris & Cory: Privacy, would we be available at any time to contact if needed , what/where would rules be provided for short term tenants, mostly concerns of privacy and safety and cost- fence is theirs etc
    - Dottie reiterated that herself and myself (her daughter) will be available through text/call to take charge of any situations that could arise with short term tenants, and that even with airbnb she would be hoping for 30+ day tenants being so close to KU Med. Within the short term rental sites the renter would be charged for any damages, etc. She also stated the rules and regulations will be outlined in the guestbook and on the listing for the short term rental itself. Quiet hours can be communicated and set in the rules so that their family is comfortable.
- Meeting adjourned at: 5:40pm

Minutes taken by: Riley Henderson

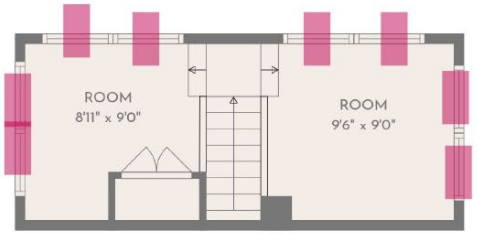
Escape Route
In Case of Emergency



Basement 1



1st floor



2nd floor

Doors

Windows

TOTAL: 1098 sq. ft
BELOW GRADE: 0 sq. ft, 1st floor: 900 sq. ft, 2nd floor: 198 sq. ft
EXCLUDED AREAS: BASEMENT: 730 sq. ft, WALLS: 160 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

January 29, 2026

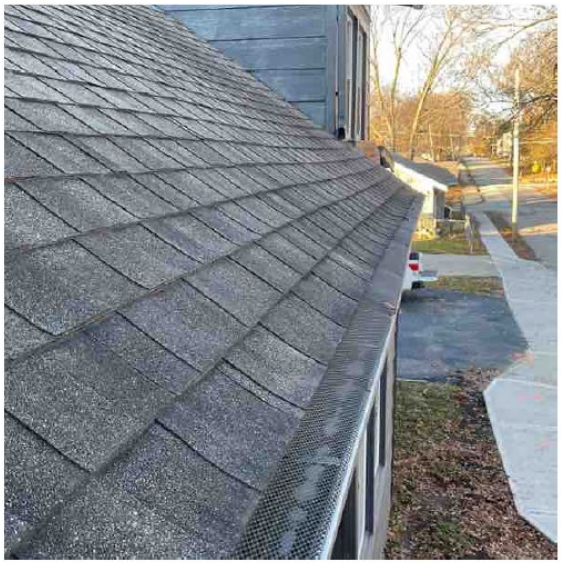
SP2025-093

3.4 Roof Drainage

☑ Aluminum

3.4.1 The roof drainage was inspected and no significant deficiencies were observed at time of inspection.

3.4.2 Gutter guards were installed at the time of the inspection. Clean and remove debris off of the guards for proper drainage off roof. This is an ongoing maintenance recommendation.





4.0 STRUCTURE

4.1 Foundation

☑ Stone

4.1.1 The foundation was inspected and no significant deficiencies were observed at time of inspection.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance US Company	16285
INSURED Veracity Investments LLC 1211 W 20th Ter Kansas City, MO 64108	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 252962476 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	10/16/2025	10/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	[redacted]				10/16/2025	10/16/2026	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Veracity Investments LLC
1211 W 20th Ter
Kansas City, MO 64108

LIVE CERTIFICATE

[redacted]

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Welcome to 4200 Adams St!

We're so happy to have you as our guest. Whether you're here for work, family, or a little Kansas City getaway, we hope this home provides comfort, convenience, and a peaceful place to unwind. Please make yourself at home — and feel free to use this guide to get familiar with the area, the house, and everything nearby.

🏙️ About the Area

You're staying in a fantastic, centrally located spot right on the edge of **Kansas City, Kansas & Midtown Kansas City, Missouri**. You'll be just minutes from:

- **KU Medical Center** – 3 minutes
- **Westport** – 6 minutes
- **The Plaza** – 10 minutes
- **Downtown KC & Power & Light District** – 10–12 minutes
- **Legends Outlets / Sporting KC / KC Speedway** – 15 minutes

This area is known for its eclectic mix of local restaurants, coffee shops, and easy highway access.

🍽️ Local Restaurants & Coffee Shops We Recommend

❤️ Walkable / Very Close (under 5 minutes):

- **Slap's BBQ** – Award-winning KC-style BBQ.
- **Joe's Kansas City (original gas station location)** – A must-try KC classic.
- **Taqueria Mexico #4** – Casual and authentic Mexican food.
- **Blind Tiger KC** – Great cocktails and a lounge vibe.
- **The Pressed Penny Tavern** – Comfort food & craft drinks.
- **Hi-Ho Bar & Grill** – Dive-bar staple with great burgers.

☕ Coffee & Breakfast Nearby:

- **Broadmoor Bistro** – Café with amazing pastries (limited hours).
- **Messenger Coffee Co.** – One of KC's best roasters; great vibes.
- **McLain's Bakery** – Coffee, pastries, breakfast sandwiches.
- **The Roasterie Café** – Local KC coffee icon.

🍽️ A Little Farther (Worth the Drive):

- **Q39** – Elevated BBQ experience.
- **Char Bar** – Fun outdoor space with smoked meats + yard games.
- **Westport Cafe & Bar** – French-inspired bistro vibe.
- **The Russell** – Farmhouse-style lunch & dinner, beautiful interior.
- **Gram & Dun** – Plaza favorite with seasonal menus.

Kitchen Use

You're welcome to use anything in the kitchen.

Please wash dishes before checkout.

Laundry

Please gather all used bedding and towels and put them in the washing machine before checkout.

Security

For safety, make sure doors are locked when leaving the property.

🆘 **If You Need Anything**

In Case of Emergency

The main water shut off valve is located in the basement on the front right side of the home. The electrical main power shut off is at the panel which is also in the basement but on the back wall of the home. There is a diagram of the home near the front door and within this binder showing all means of escape in case of a fire.

We're just a message or call away. Whether you need restaurant recommendations, help with the home, or something unexpected comes up — we're always happy to help.

Enjoy your stay at **4200 Adams St**!

We're grateful to host you and hope your time in Kansas City is wonderful.







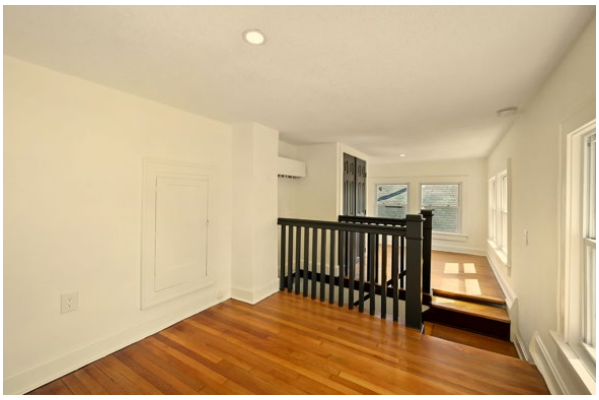












(Published _____)

SP2025-093

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-093, commonly known as 4200 Adams Street, Kansas City, Kansas, legally described as:

BOMBECK PLACE, S34, T11, R25, ACRES 0.100000, L21, located at approximately 4200 Adams Street, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a short-term rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maximum number of guests shall be six (6);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **Parking lot shall be repaved with asphalt or concrete. Gravel surfaces are not permitted;**
4. **Parking shall be permitted exclusively on the north side of the property, within the designated parking area accessible via West 42nd Avenue;**
5. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
6. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit,**

a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;

7. **Applicant is to maintain liability insurance;**
8. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
9. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
10. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
11. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
12. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
13. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
14. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
15. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
16. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
17. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle**

storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

18. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
19. **The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
20. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
    Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-095**

GENERAL INFORMATION

Applicant Information:
Stephanie M. Priddy
6332 Parkview Avenue
Kansas City, Kansas 66104

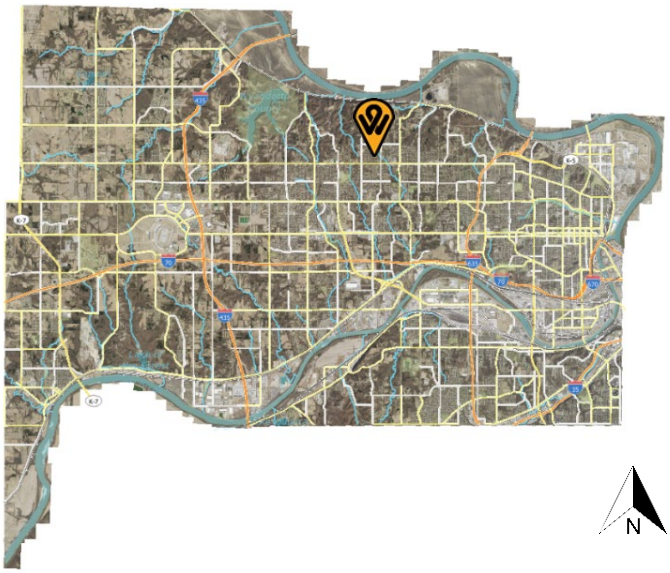
Subject Property:
6332 Parkview Avenue
Kansas City, Kansas 66104

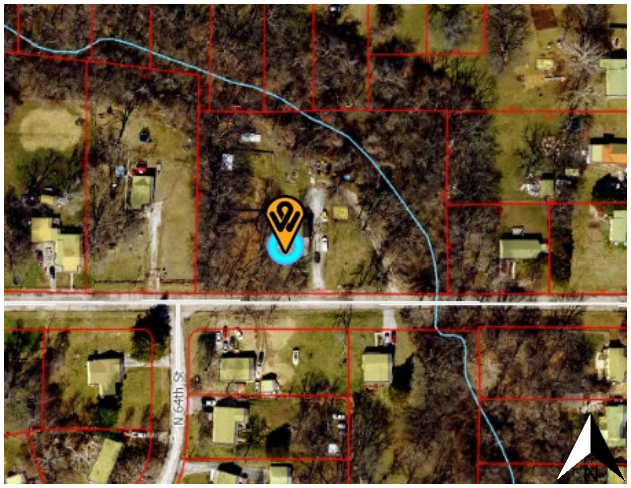
Requested Action and Purpose:
Approval of a Special Use Permit to keep two (2) goats.

Commission Districts:
At-Large Commissioner, District #1:
Melissa Bynum
District #8 Commissioner:
Andrew Davis

Existing Zoning District(s):
R-1 Single Family District

Plan Area:
PlanKCK Comprehensive Plan





	Adjacent Zoning	Adjacent Uses
North	R-1 Single Family District	Single-family residence
South	R-1 Single Family District	Single-family residence
East	R-1 Single Family District	Single-family residence
West	R-1 Single Family District	Single-family residence

Total Tract Size: 1.99 Acres

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family, detached residential development on standard lot sizes intended to both support infill within and protect established single-family neighborhoods.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan classifies Parkview Avenue as a Local Street.

Parking Requirement: Section 27-454(e) states that two off-street parking spaces shall be provided on the premises for each single-family dwelling, at least one (1) of which shall be in a garage or carport. The property provides ample parking on site with two (2) spaces in a garage.

Landscaping Requirement: Section 27-700(a) states that one shade tree per dwelling unit is required in the front or corner side yard, and one (1) tree per 7,000 square feet of site area for uses other than residences.

Advertisement: The Wyandotte Echo – December 18, 2025
Letters to Property Owners – December 19, 2025

Public Hearing(s): January 12, 2026 and January 29, 2026

Public Support: There were two (2) people present at the January 12, 2026 City Planning Commission.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Stephanie M. Priddy, is requesting a Special Use Permit to keep two (2) goats at property address 6332 Parkview Avenue Kansas City, Kansas 66104.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property

Building, Zoning, or Code Enforcement Complaints:

1. ENV24-2339 – Code-Environment – September 24, 2024 – Closed – Tree limb partially hanging over road.
2. CMP24-2769 – Enforcement Complaint – September 11, 2024– Closed – Tree limb partially hanging over road.
3. 16200-04726 – Code-environment – December 14, 2016 – Completed – Junk/trash.
4. 09200-00171 – Code-Environment – January 15, 2009 – Completed – Shed in the rear has been set on fire twice – Previous property owner.
5. 04200-00000-01477 – Code-Environment – May 13, 2004 – Completed – Multiple violations – Previous property owner.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property

Previous Planning Actions:

1. There are no previous planning actions on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is within the Bethel-Wellborn Statistical Neighborhood, Cernech Neighborhood Group, and Census Block Group 0443011. The neighborhood is low-density residential and is composed entirely of single-family residences. Leavenworth Road is located to the south of the subject property.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by the single-family homes. The proposed use, which is residential in nature, is compatible with nearby uses if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?***

   The applicant is proposing to keep farm animals on the property. The property is over an acre with generous setbacks. The removal of restrictions will not detrimentally affect nearby properties if conditions are adhered to, and the site is properly managed, and a conservation plan is updated and maintained with the conservation district.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family residences. While the keeping of animals does not conform to the PlanKCK Comprehensive Plan and is most suitable on a property designated Rural-Density Residential or Agricultural, the property is a single-family residence which complies with the existing designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use will not result in the increase of traffic along Parkview Avenue, a Local Street, to the point where it exceeds the capacity of the street network as the use is for the private enjoyment of the applicant.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use is not reasonably necessary for the convenience and welfare of the public as it is for the private use and enjoyment of the applicant. If managed properly, it should not have a negative effect on nearby properties.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

Noise and dust from the animals are a common issue when keeping animals, however, if managed properly, this is not expected to be a concern.

9. ***Whether the proposed use will pollute the air, land or water.***

   There are concerns that animal waste could pollute water run-off, however, if managed properly, this is not expected to be a concern.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use is not expected to damage or destroy an irreplaceable natural resource as it is located within a mostly built out rural residential area with agricultural uses mixed within.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain to the public health, safety, and welfare as compared to hardship imposed on the landowners is minimal. There are concerns with contaminated run-off, however, if managed properly, this should not be an issue. If this application is denied, the applicant would have to find another property to keep their animals.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to result in the overcrowding or land or undue concentrations of population because the applicant is requesting to maintain animals in the property. This should not increase or result in overcrowding.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 1301 Woodswether Road, Kansas City, Missouri on December 29, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

None.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **SP2025-095**, **for two (2) years**, subject to:

1. **This permit is solely for the two (2) goats expressly identified in this document. Substitution or replacement with any other goats shall render this permit invalid;**
2. **Supplementation of grain and grass provided for the goats with additional food sources in order to ensure adequate diet and manage current vegetation on site;**
3. **Fresh water is provided daily for the goats;**
4. **Manure is cleaned daily, disposed of in accordance with local, State or Federal regulations, and/or composted as described by the applicant;**
5. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
6. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
7. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
8. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
9. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
10. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468**

through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

11. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
12. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
13. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
14. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-095** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Neighborhood Meeting Affidavit
Neighborhood Meeting Minutes
Images of the Property Submitted by the Applicant

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-095** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-095,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:

Hearing starts at 57:54:
SP2025-095 - STEPHANIE PRIDDY
Synopsis: Special Use Permit for keeping two (2) goats at 6332 Parkview Avenue.

Detailed Outline of Requested Action: The applicant, Stephanie M. Priddy, is requesting a Special Use Permit to keep two (2) goats at property address 6332 Parkview Avenue Kansas City, Kansas 66104.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Stephanie Priddy, Applicant, 6332 Parkview Avenue Kansas City, Kansas 66104.
- Patrick Priddy, Applicant's Husband, 6332 Parkview Avenue Kansas City, Kansas 66104
- Robert Bolling, Neighbor
- Deidra Strome, 3206 North 66th Terrace, Kansas City, Kansas 66104

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:02:31: Lead Planner Byron Toy stated that Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 1:03:15:

On motion by Commissioner Ernst, seconded by Commissioner Straws, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-095 for two (2) years:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0
Subject to:

1. **This permit is solely for the two (2) goats expressly identified in this document. Substitution or replacement with any other goats shall render this permit invalid;**
2. **Supplementation of grain and grass provided for the goats with additional food sources in order to ensure adequate diet and manage current vegetation on site;**
3. **Fresh water is provided daily for the goats;**
4. **Manure is cleaned daily, disposed of in accordance with local, State or**

Federal regulations, and/or composted as described by the applicant;

5. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
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11. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
12. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for**

renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

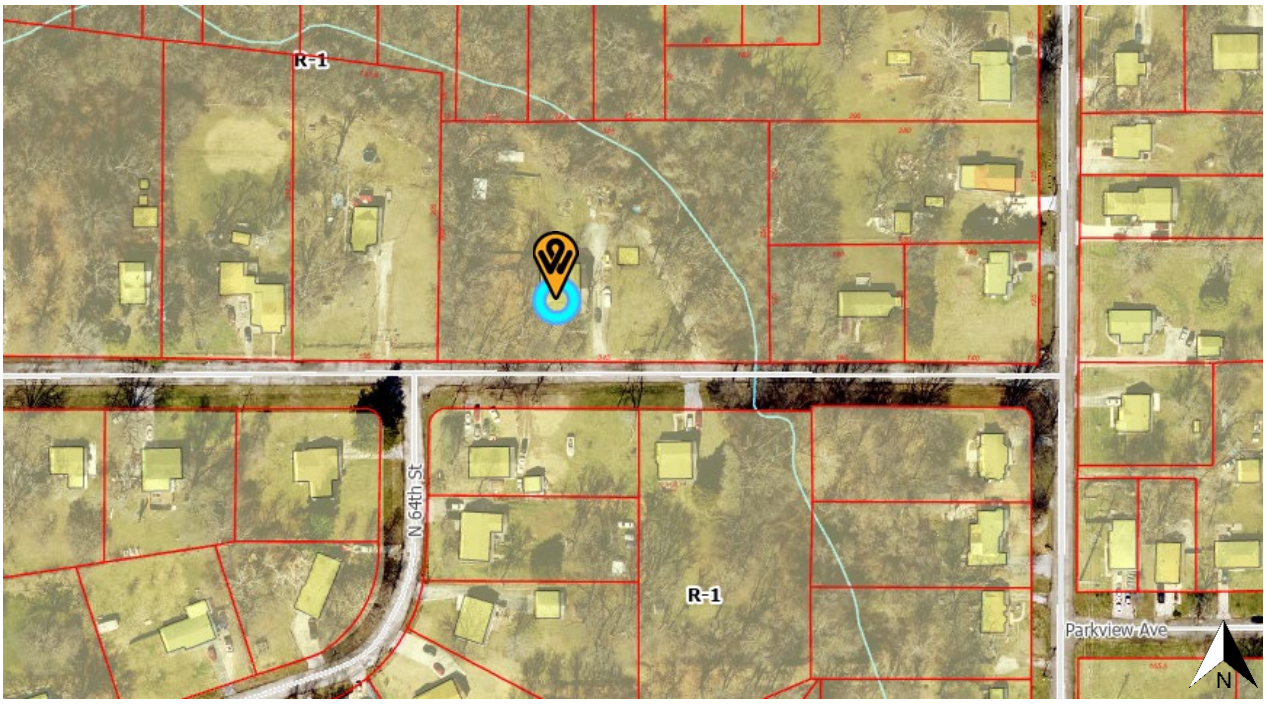
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ATTACHMENTS

AERIAL IMAGERY



ZONING MAP



LAND USE MAP



ADDITIONAL ATTACHMENTS

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS: 487.02.1699
COUNTY OF Wyandotte)

Comes now Stephanie Priddy, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-095.
2. That I conducted a neighborhood meeting on December 29, 2025
3. The notice to nearby property owners was sent on December 11, 2025
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30 day of December, 2025.

My commission expires 16 of December, 2029.

GAVIN LANGE
Notary Public-State of Kansas
My Appt. Expires 12/16/29

Notary Public

Neighborhood Meeting Minutes

Application Number: SP2025-095

Date and Location: 12/29/2025 Blip Roasters Conference Room 1301 Woodswether Rd KCMO

Meeting called to order at 5:05 pm

Names of People in Attendance: Stephanie Priddy, Patrick Priddy, Angela Carmack, and Jake Carmack

Introductions/Presentation: Stephanie Priddy greeted everyone. All in attendance introduced themselves. Stephanie gave a brief explaination of the reason for the meeting. That being, Mrs. Priddy has applied for a Special Use Permit to keep her 2 pet goats at 6332 Parkview Ave kcks 66104. She then opened up the room for questions.

Questions and Answers:

Q: Jake Carmack "Are the animals allowed to run free in the neighborhood?"
A: Stephanie Priddy "No."

Q: JC "How do you handle the animals waste?"
A: SP "Compost and use it to fertilize fruit trees and flower beds."

Q: JC " How many goats do you have?"
A: SP "2."

Q: Angela Carmack "Is there any harm to the goats from neighbors using fertilizers?"
A: SP "No. The goats do not leave the property and we do not use chemical fertilizers on our property. So, the vegetaion there is safe for them to eat."

Q: AC "Why did you decide to get goats?"
A: SP "I used to own a quarter horse mare whom was boarded at Willow Springs Ranch in the Piper area. I worked at this ranch to pay for part of my board. This ranch closed down for business in 2018, and, unsure of what to do, we brought the mare to our property temporarily. Horses are herd animals and as such need companionship. That is why i got Carl (the goat). With in a month or so, I sold my mare to a farmer in Lee's Summit, as we did not have adequate space for her. That left Carl in need of companionship which is why we brought home Sam (the other goat)."

Q: AC "Did Carl and the horse get along?"
A: SP "Yes. My old mare, Jazzi, sort of raised Carl for his first month or so here. He was not quite one years old yet. I think i have Jazzi to thank for Carl being so well mannered."

Q: JC "Do you have a continuous fence for the goats?"
A: SP "Yes."

Q: JC "Do you buy them feed or do they just live off of the property's vegetation?"
A: SP "Yes, I buy feed for them. They primarily subsist on horse quality brome hay available to them free choice 24/7. They are also fed timothy grass pellets with chopped carrots at breakfast and dinner time daily.

Q: AC "Do they eat poison ivy and honeysuckle?"
A: SP "Yes. They love poison ivy and honey suckle. They have done a really good job getting rid of poison ivy and other invasive plants on the property. Gardening on our property, I used to get severe poison ivy rashes every summer. The last 2-3 summers I have remained poison ivy rash free, because the goats have eaten most it."

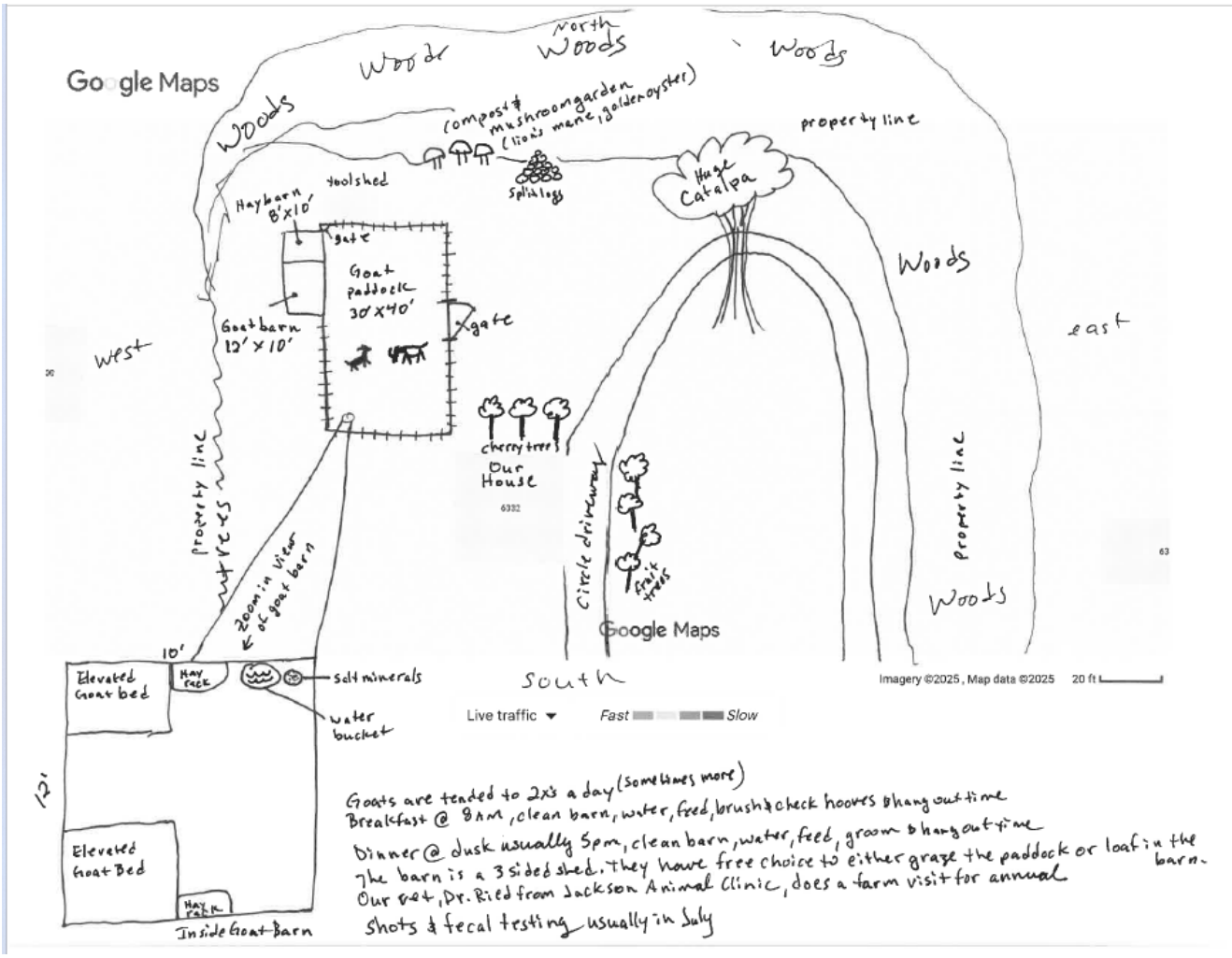
Q: Patrick Priddy "Are there any other questions or concerns pertaining to the goats?"
A: Jake Carmack "No."
A: Angela Carmack "No."

Stephanie Priddy "Thank you all for taking time out of your evening to be here. This meeting is adjourned."

Meeting adjourned at 5:20 pm

(neighbor, Roy, called to wish us well and sorry he couldn't make the meeting 5:35pm)

Meeting notes taken by Patrick Priddy.


Google Maps
Woods
North Woods
Woods
compost & mushroom garden (lion's mane, golden oyster)
property line
toolshed
Hay barn 8'x10'
Split logs
Huge Catalpa
gate
Goat paddock 30'x40'
Woods
Goat barn 12'x10'
gate
west
east
property line
cherry trees
Our House
6332
property line
circle driveway
fruit trees
Woods
zoom in view of goat barn
Google Maps
south
Imagery ©2025, Map data ©2025 20 ft
Live traffic
Fast
Slow
10'
Elevated Goat bed
Hay rack
salt minerals
water bucket
12'
Elevated Goat Bed
Hay rack
Inside Goat Barn
Goats are tended to 2x's a day (sometimes more)
Breakfast @ 8AM, clean barn, water, feed, brush & check hooves & hang out time
Dinner @ dusk usually 5pm, clean barn, water, feed, groom & hang out time
The barn is a 3 sided shed. they have free choice to either graze the paddock or loaf in the barn.
Our vet, Dr. Ried from Jackson Animal Clinic, does a farm visit for annual
Shots & fecal testing usually in July



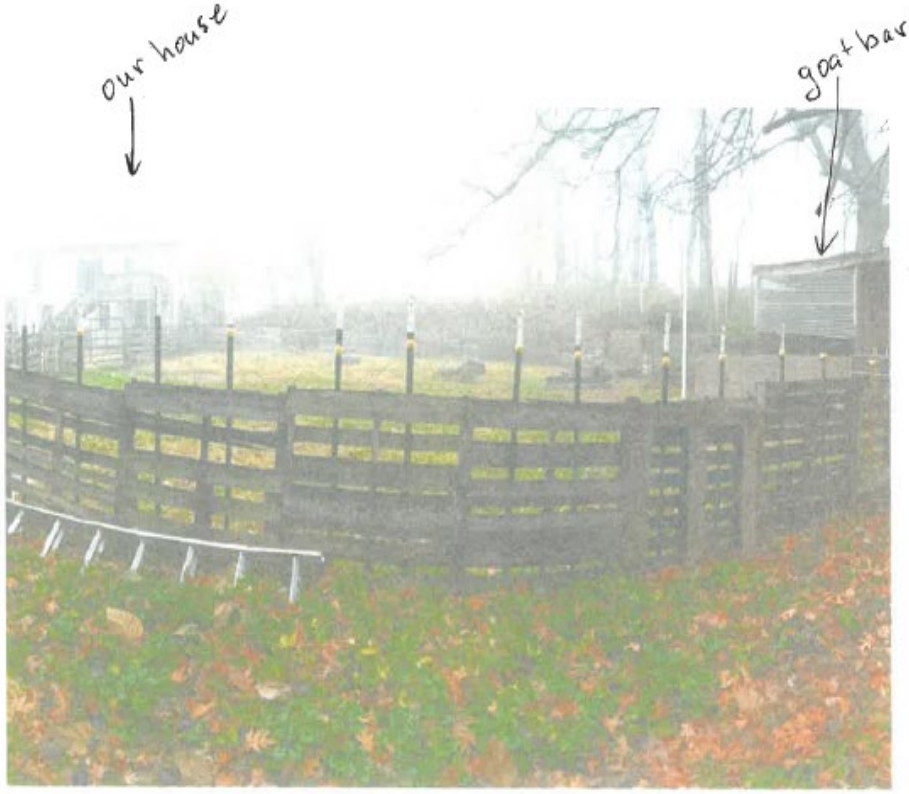
goat paddock view from ~~pool~~ back porch



View of North part of property
(the sunniest spot in winter months)



View of North side facing North.
Our property is mostly surrounded by woods.



View from North West facing South



East side of property
big catalpa
(standing east facing west)



South side of property facing east
(front of house)
Sam was not yet full grown, less than 1yr. old here



Carl showing us his luxurious goat bed featuring anti-fatigue mats for extra comfort.
Goat barn has 2 of these beds, 2 hay racks, water that is freshened daily, pine & cedar shavings, & goat specific free choice salt mineral. Barn & paddock are mucked out 2x a day

(Published _____)

SP2025-095

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-095, commonly known as 6332 Parkview Avenue, Kansas City, Kansas, legally described as:

> Fairdale, S27, T10, R24, acres 2.000000, L24 & L25, located at approximately 6332 Parkview Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for keeping two (2) goats.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **This permit is solely for the two (2) goats expressly identified in this document. Substitution or replacement with any other goats shall render this permit invalid;**
2. **Supplementation of grain and grass provided for the goats with additional food sources in order to ensure adequate diet and manage current vegetation on site;**
3. **Fresh water is provided daily for the goats;**
4. **Manure is cleaned daily, disposed of in accordance with local, State or Federal regulations, and/or composted as described by the applicant;**
5. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the**

Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;

6. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
7. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
8. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
9. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
10. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
11. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
12. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for**

renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

13. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
14. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Vacation Petition VAC2025-004**

GENERAL INFORMATION

Applicant Information:
David Hill
DH4 Legends LLC
2911 NE Independence
Lee's Summit, Missouri 64064

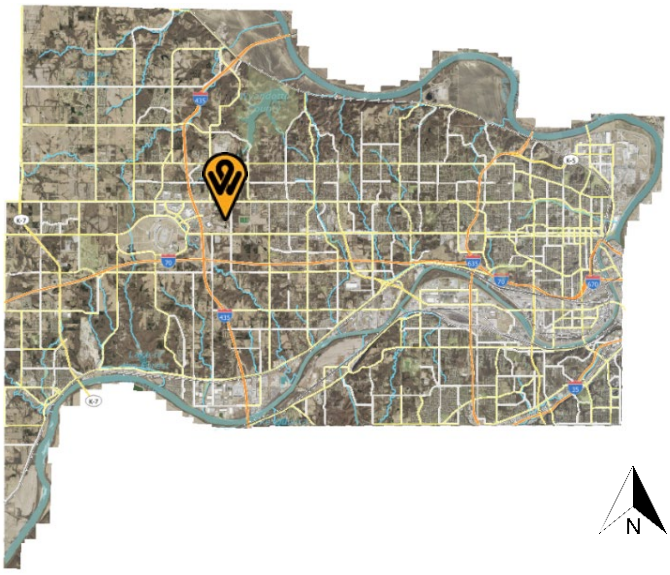
Subject Property:
9700 State Avenue
Kansas City, Kansas 66111

Requested Action and Purpose:
Approval of a vacation to vacate utility easements.

Commission Districts:
Commissioner At-Large, District #2:
Andrew Kump
District #7 Commissioner:
Chuck Stites

Existing Zoning District(s):
CP-2 Planned General Business District

Comprehensive Plan Area:
Prairie Delaware Piper Area Plan





	Adjacent Zoning	Adjacent Uses
North	CP-3 Planned Commercial District	Camping World (RV Dealership)
South	A-G Agriculture and MP-2 Planned General Industrial Districts	Trucking Business and vacant, wooded land
East	CP-2 Planned General Business District	Atlas 9 (Immersive art museum)
West	A-G Agriculture District	Detention Pond

Total Tract Size: 4.25 Acres

Neighborhood Characteristics: The subject property is located within the I-435 West Statistical Neighborhood and Block Group #0442042. The subject property is, however, considered within the Legends/Kansas Speedway area. This site is formerly a portion of the Schlitterbahn Vacation Village waterpark, now under construction for Margaritaville Hotel and Resort. The neighborhood is defined by large commercial buildings, business campuses, sports and entertainment facilities and multi-family apartments with close proximity to two (2) interstates (I-70 and I-435) and two (2) major roadways (State Avenue and Parallel Parkway).

Comprehensive Plan Designation: The Prairie Delaware Piper Area Plan designates this property as Planned Mixed Entertainment / Commercial District, which allows major retail uses, including restaurants and hotels, as well as centers for large discount stores currently called big box centers and have stores that serve large populations.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates State Avenue as a Major Arterial, North 98th Street as a Minor Arterial, and North 94th Street as a Major Collector.

Parking Requirement: Section 27-466(e) requires paved off-street parking at a ratio of not less than four (4) spaces per 1,000 square feet of floor area in the building. 221 spaces are required. 131 spaces are provided — (BOZA2024-043 was

	approved by BOZA on March 10, 2025).
Landscaping Requirement:	Section 27-466(g) Trees are required to be provided at not less than one (1) tree per 7,000 square feet of site area. Section 27-577(a)(5) Landscaping shall exceed the typical code requirements by at least 75 percent. 46 trees are required. 56 trees are provided.
Advertisement:	The Wyandotte Echo – December 18, 2025 Letters to Property Owners – December 19, 2025
Public Hearing:	January 12, 2026 and January 29, 2026
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, David Hill, DH4 Legends LLC, is requesting a Vacation of utility easements to vacate storm drainage and BPU easements at 9700 State Avenue.

City Ordinance Requirements: K.S.A. 12-504, Article XXI Sections 27-502 – 27-709 to 12-506 and 12-512b. and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. There are no building, zoning or code enforcement complaints on the subject property.

Outstanding or Related Permit and Cases:

1. PR2025-008 – Final Development Plan for an indoor go-kart track (K-1 Speed) approved by the City Planning Commission on April 14, 2025.
2. DRC25-0039 – Building permit for K-1 Speed. Issued on September 16, 2025.

3. BOZA2024-043 – Variance for a reduction of 90 parking spaces on site for K1 Speed (approved by the Board of Zoning Appeals on March 10, 2025).
4. COZ2024-004 – Change of Zone from A-G Agriculture District to CP-2 Planned General Business District (scheduled to be heard by BOC on March 27, 2025).

Previous Planning Actions:

1. Approval of an indefinite Special Use Permit (SP-2005-41) for signage in the Village West District in 2005.
2. Approval of a Change of Zone (COZ 2859) from A-G, R-1, CP-0, CP-1 and CP-2 to CP-2 for the Schlitterbahn Vacation Village.
3. Approval of a Preliminary Plat (Schlitterbahn) for one (1) commercial lot in 2008.
4. Approval of a Final Development Plan (PR-2008-19) for the Schlitterbahn Vacation Village in 2008.
5. Approval of a Final Plat (Schlitterbahn Vacation Village) for one (1) commercial lot in 2008.
6. Approval of a Final Development Plan (PR-2008-22) for phase 1 of the Schlitterbahn Vacation Village in 2008.
7. Approval of a Final Development Plan (PR-2008-31) for a 140,518 square foot resort enclosure in 2008.
8. Approval of Final Development Plan (PR-2009-10) for a parking lot, slides, and pools for the Schlitterbahn Vacation Village in 2009.
9. Approval of a Final Development Plan (PR-2009-28) for a train attraction in the Schlitterbahn Vacation Village in 2009.
10. Approval of a Final Plat (Schlitterbahn Vacation Village 2nd Plat) to create nine (9) lots.
11. Approval of a Special Use Permit (SP2023-099) for off-site grading.

FACTORS TO BE CONSIDERED

1. No private rights will be injured or endangered by such vacation or exclusion.

No private rights will be injured or endangered by such vacation or exclusion, as a new sanitary sewer easement will be dedicated on the lot.

2. The public will suffer no loss or inconvenience thereby.

The public will not suffer any loss or inconvenience thereby from the proposed sanitary sewer easement vacation because a new easement was dedicated.

3. In justice to the petitioner or petitioners, the request of the petitioner ought to be granted.

The request of the petitioner to vacate the sanitary sewer easement ought to be granted.

4. ***Vacation will not create utility conflicts.***

   The proposed vacation will not create utility conflicts, as the storm drainage easement that is proposed to be vacated has been relocated and dedicated elsewhere on Homefield Margaritaville, Lot 3.

NEIGHBORHOOD MEETING INFORMATION

A neighborhood meeting is not required for a vacation application.

KEY ISSUES

Right to Reenter

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of application **VAC2025-004**, subject to:

1. **The City of Kansas City, Kansas reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing installing, constructing or reconstructing any public utilities, including, but not limited to sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated; and,**
2. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **VAC2025-004** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Applicant Response Letter
Vacation Exhibit
Vacation Exhibit Legal Description

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Vacation of Easement	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Byron Toy, AICP**
btoy@wycokck.org
(913) 573-5757

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **VAC2025-004** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **VAC2025-004,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

January 12, 2026, City Planning Commission Minutes:
Hearing starts at 1:04:05:
VAC2025-004 - DAVID HILL WITH DH4 LEGENDS LLC
Synopsis: Vacation of utility easements for a commercial building at 9700 State Avenue. *Detailed Outline of Requested Action:* The applicant, David Hill, DH4 Legends LLC, is requesting a Vacation of utility easements to vacate storm drainage and BPU easements at 9700 State Avenue.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- No one appeared

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:04:38: Lead Planner Byron Toy stated that this request is for a vacation of a BPU utility easement and stormwater drainage easement which is located where the building will be built. The utilities and easements have been relocated. Staff recommends approval with conditions.

The Planning Commission directed questions to Toy.

Motion starts at 1:05:22:

On motion by Commissioner Jones, seconded by Commissioner Ernst, the Planning Commission voted as follows to **recommend APPROVAL of VAC2025-004:**

Carson	**Chairman**
Straws	**Aye**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 6 to 0
Subject to:

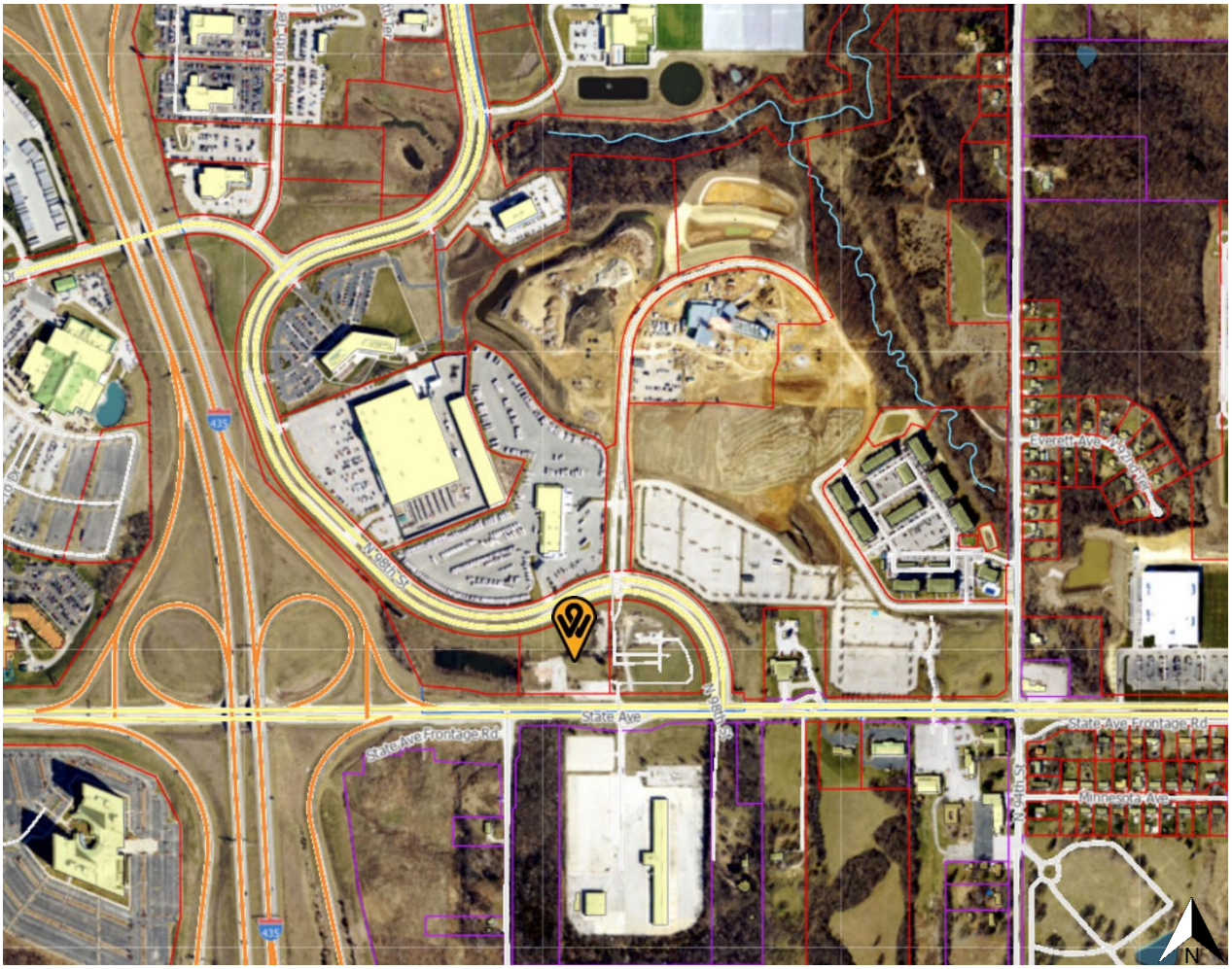
1. **The City of Kansas City, Kansas reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing installing, constructing or reconstructing any public utilities, including, but not limited to sewers, conduits, electric light pole lines, etc.**

that are now or may hereafter be installed in the tract of land hereby vacated; and,

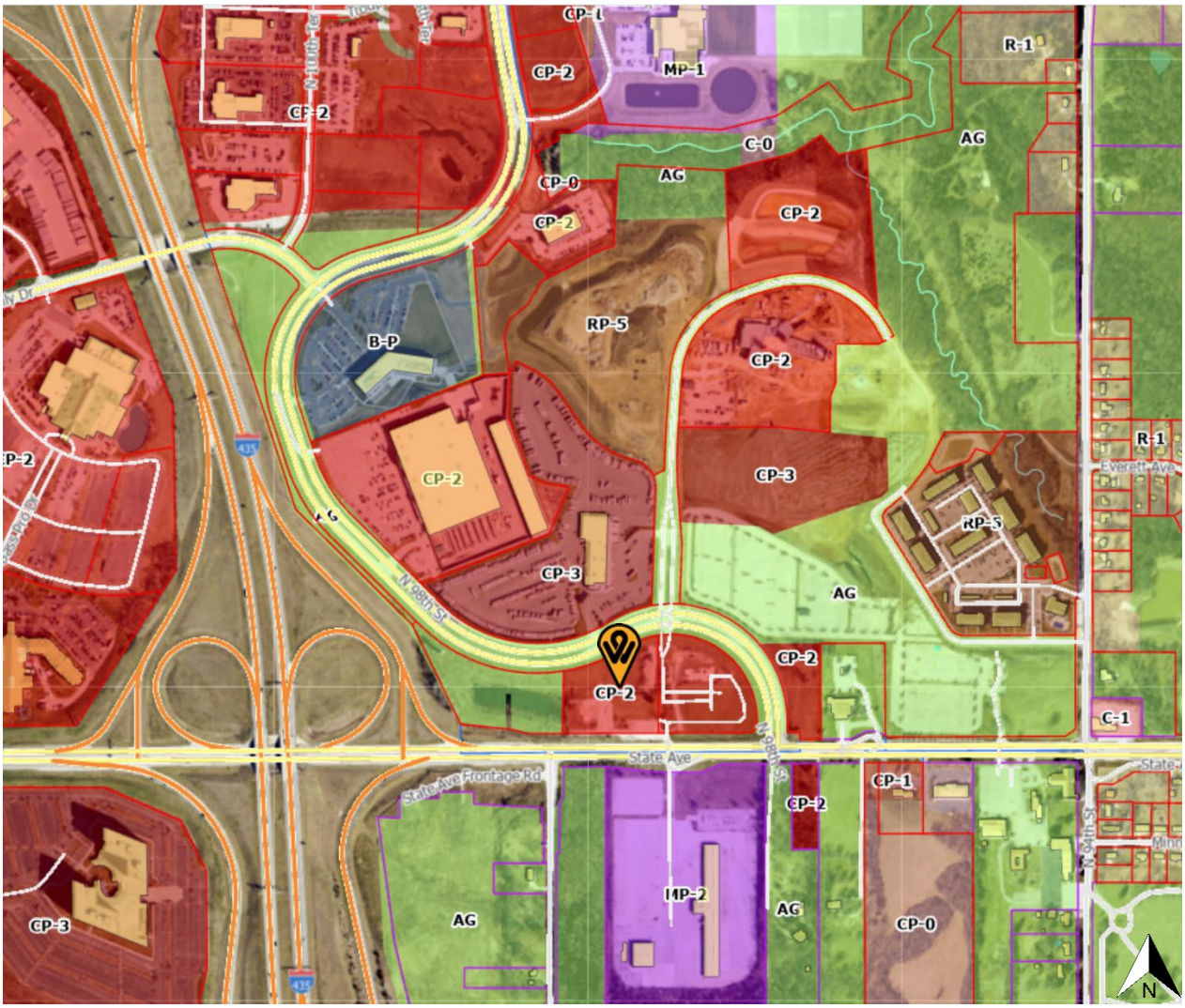
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ATTACHMENTS

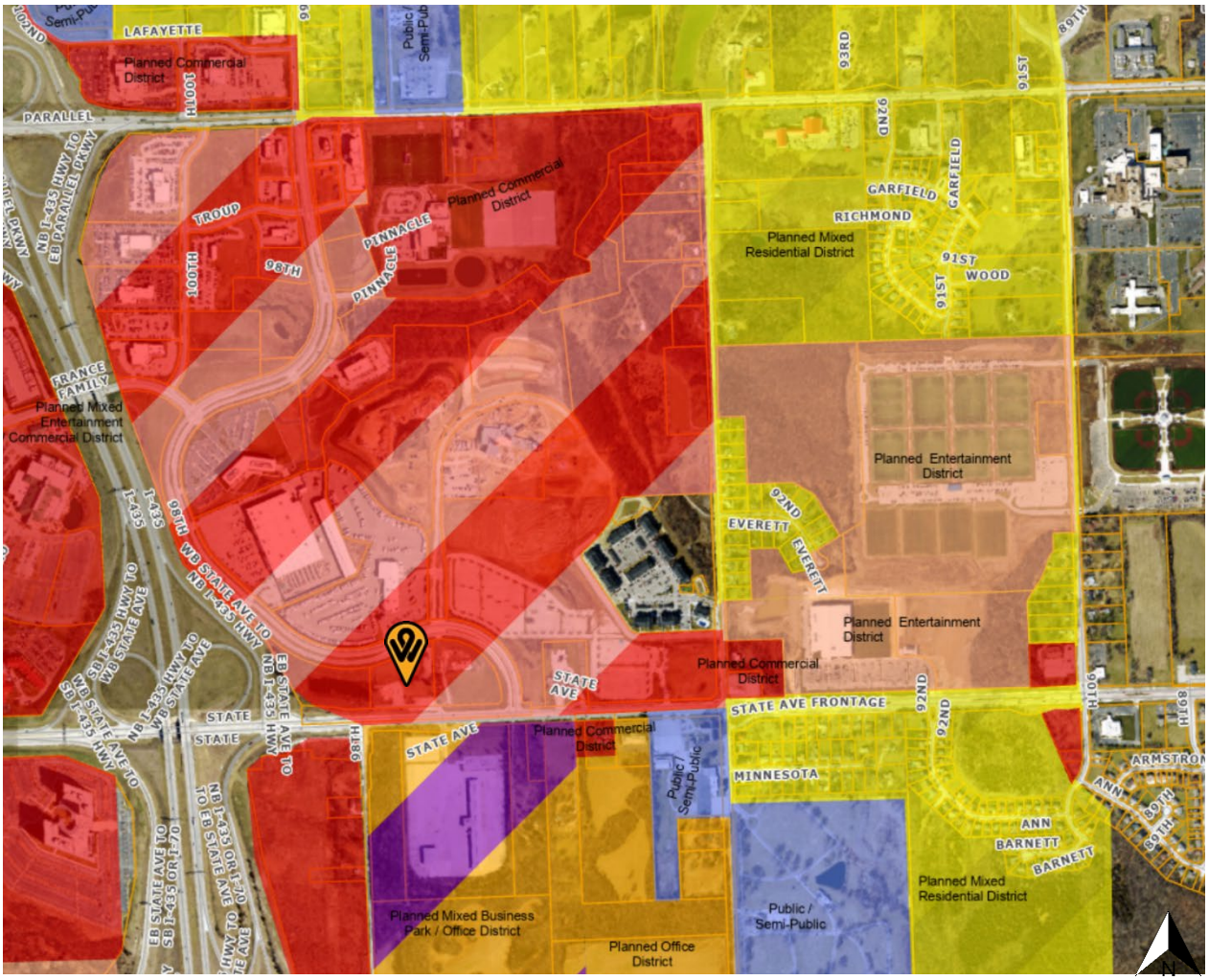
AERIAL IMAGERY



ZONING MAP


CP-2
MP-1
R-1
C-0
AG
CP-0
RP-5
B-P
CP-3
C-1
State Ave
State Ave Frontage Rd
N 98th St
N
435

LAND USE MAP


LAFAYETTE
Planned Commercial District
100TH
PARALLEL
Public / Semi-Pub
93RD
91ST
89TH
92ND
GARFIELD
RICHMOND
Planned Mixed Residential District
91ST
WOOD
NB I-435 HWY TO EB PARALLEL PKWY
TROUP
100TH
98TH
PINNACLE
Planned Commercial District
FRANCE FAMILY
Planned Mixed Entertainment Commercial District
I-435
98TH
WB STATE AVE TO NB I-435 HWY
Planned Entertainment District
92ND
EVERETT
Planned Entertainment District
SB I-435 HWY TO WB STATE AVE
NB I-435 HWY TO WB STATE AVE
EB STATE AVE TO NB I-435 HWY
STATE AVE
Planned Commercial District
STATE AVE FRONTAGE
92ND
STATE
STATE
STATE AVE
Planned Commercial District
Public / Semi-Public
MINNESOTA
ANN
BARNETT
Planned Mixed Residential District
EB STATE AVE TO SB I-435 OR I-70
NB I-435 OR I-70 TO EB STATE AVE
Planned Mixed Business Park / Office District
Public / Semi-Public
Planned Office District

DH4 Legends LLC

dh4legends.com

2911 NE Independence Ave, Lee's Summit, MO 64064

816.853.8323

29 December 2025

Mr. Byron Toy
Lead Planner
Department of Planning & Urban Design
Unified Government of Wyandotte County - Kansas City, Kansas

Dear Mr. Toy,

Thank you for your communication regarding **Vacation Petition VAC2025-004**. We have received your report and reviewed it with our design team and engineers.

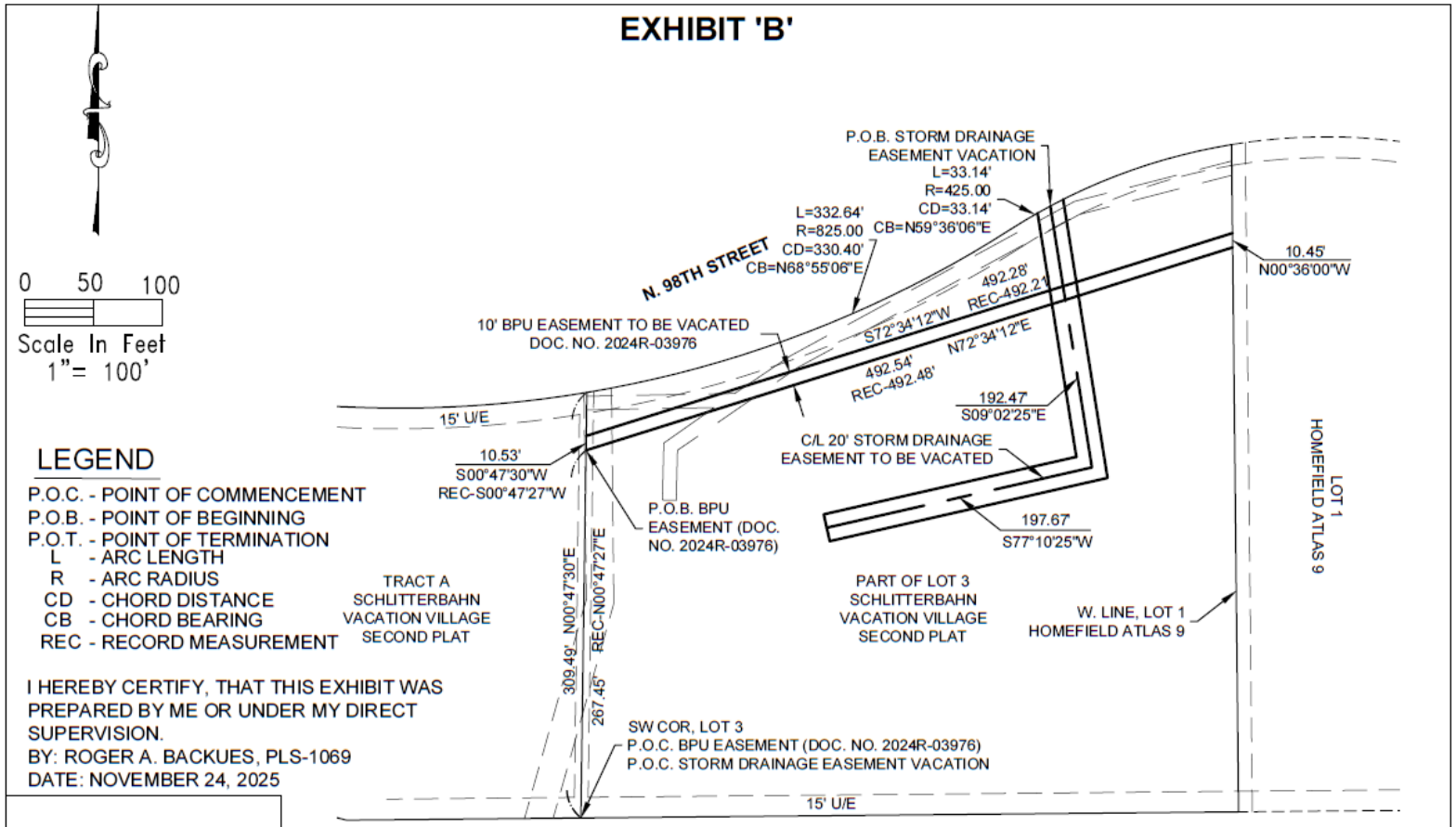
We acknowledge and accept the comments outlined in the *Staff Comments and Suggestions* section of the report. We look forward to hearing from you that the vacation has been approved. Once notified of the approval, we will remit the $125 ordinance publication fee, as directed.

Thank you very much for your assistance on this matter. And... Happy New Year!

Cordially,

David H. Hill
CEO

EXHIBIT 'B'



0 50 100

Scale In Feet
1"= 100'

LEGEND

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.O.T. - POINT OF TERMINATION
L - ARC LENGTH
R - ARC RADIUS
CD - CHORD DISTANCE
CB - CHORD BEARING
REC - RECORD MEASUREMENT

I HEREBY CERTIFY, THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.
BY: ROGER A. BACKUES, PLS-1069
DATE: NOVEMBER 24, 2025

ROGER A. BACKUES
REGISTERED
LS-1069
11-24-2025
KANSAS
LAND SURVEYOR

CLIENT:

HFS KCK LLC
520 W PENNWAY ST 300
KANSAS CITY, MO 64108

EASEMENT VACATION EXHIBIT
K-1 SPEED KANSAS CITY KANSAS
9700 STATE AVE
KANSAS CITY, KS 66111

BOUNDARY & CONSTRUCTION SURVEYING, INC.
821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
PH.# 816/554-9798, FAX # 816/554-0337

PROJECT NO. 24-384 SHEET 1 OF 2

EXHIBIT 'A'

ELECTRIC EASEMENT VACATION DESCRIPTION:

A 10' WIDE ELECTRIC EASEMENT LOCATED IN THE SOUTHEAST O,UARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 23 EAST AND BEING A PORTION OF LOT 3, SCHLITTERBAHN VILLAGE, SECOND PLAT, A RECORDED PLAT IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS ACCORDING TO THE RECORDED PLAT THEREOF;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00°47'27" EAST, ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 267.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72°34'12" EAST, A DISTANCE OF 492.48 FEET TO THE WESTERLY LINE OF LOT 1, HOMEFIELD ATLAS 9, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 00°36'00" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.45 FEET; THENCE SOUTH 72°34'12" WEST, A DISTANCE OF 492.21 FEET TO THE WESTERLY LINE OF SAID LOT 3; THENCE SOUTH 00°47'27" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,923.42 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

DRAINAGE EASEMENT VACATION DESCRIPTION:

THE CENTERLINE OF A 20 FEET WIDE TRACT OF LAND, LYING IN A PART OF LOT 3, SCHLITTERBAHN VACATION VILLAGE SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY ROGER A. BACKUES, PLS-1069, ON NOVEMBER 24, 2025, AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE WEST LINE OF SAID LOT 3, NORTH 00 DEGREES 47 MINUTES 30 SECONDS EAST, 309.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING ON A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 68 DEGREES 55 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 330.40 FEET, A RADIUS OF 825.00 FEET, AND AN ARC LENGTH OF 332.64 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A CHORD BEARING OF NORTH 59 DEGREES 36 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 33.14 FEET, A RADIUS OF 425.00 FEET, AND AN ARC LENGTH OF 33.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 02 MINUTES 25 SECONDS EAST, 192.47 FEET; THENCE SOUTH 77 DEGREES 10 MINUTES 25 SECONDS WEST, 197.67 FEET TO THE POINT OF TERMINATION. CONTAINING 7,802 SQUARE FEET, OR 0.18 ACRES, MORE OR LESS.

ROGER A. BACKUES
REGISTERED
LS-1069
11-24-2025
KANSAS
LAND SURVEYOR

I HEREBY CERTIFY, THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.
BY: ROGER A. BACKUES, PLS-1069
DATE: NOVEMBER 24, 2025

CLIENT:

HFS KCK LLC
520 W PENNWAY ST 300
KANSAS CITY, MO 64108

EASEMENT VACATION EXHIBIT
K-1 SPEED KANSAS CITY KANSAS
9700 STATE AVE
KANSAS CITY, KS 66111

BOUNDARY & CONSTRUCTION SURVEYING, INC.
821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
PH.# 816/554-9798, FAX # 816/554-0337

PROJECT NO. 24-384 | SHEET 2 OF 2

(Published_____)

VAC2025-004

ORDINANCE NO._____

AN ORDINANCE vacating all of the COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00°47'27" EAST, ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 267.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72°34'12" EAST, A DISTANCE OF 492.48 FEET TO THE WESTERLY LINE OF LOT 1, HOMEFIELD ATLAS 9, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 00°36'00" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.45 FEET; THENCE SOUTH 72°34'12" WEST, A DISTANCE OF 492.21 FEET TO THE WESTERLY LINE OF SAID LOT 3; THENCE SOUTH 00°47'27" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,923.42 SQUARE FEET OR 0.11 ACRES MORE OR LESS, located at approximately 9700 State Avenue, Kansas City, Kansas.

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

Section 1. That the following described right-of-way in Kansas City, Kansas be and the same is hereby vacated:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00°47'27" EAST, ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 267.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72°34'12" EAST, A DISTANCE OF 492.48 FEET TO THE WESTERLY LINE OF LOT 1, HOMEFIELD ATLAS 9, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 00°36'00" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.45 FEET; THENCE SOUTH 72°34'12" WEST, A DISTANCE OF 492.21 FEET TO THE WESTERLY LINE OF SAID LOT 3; THENCE SOUTH 00°47'27" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,923.42 SQUARE FEET OR 0.11 ACRES MORE OR LESS, located at approximately 9700 State Avenue, Kansas City, Kansas.

Section 2. The City of Kansas City, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to

reenter that portion of said tract of land hereby vacated for the purpose of repairing, installing, constructing or reconstructing any public utilities, such as sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication in the WYANDOTTE COUNTY ECHO.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

BY: _____
CHRISTAL WATSON
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

_____
UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-091**

GENERAL INFORMATION

Applicant Information:
Sandra Knight with Wine Time KC
12400 West 110th Terrace
Overland Park, Kansas 66210

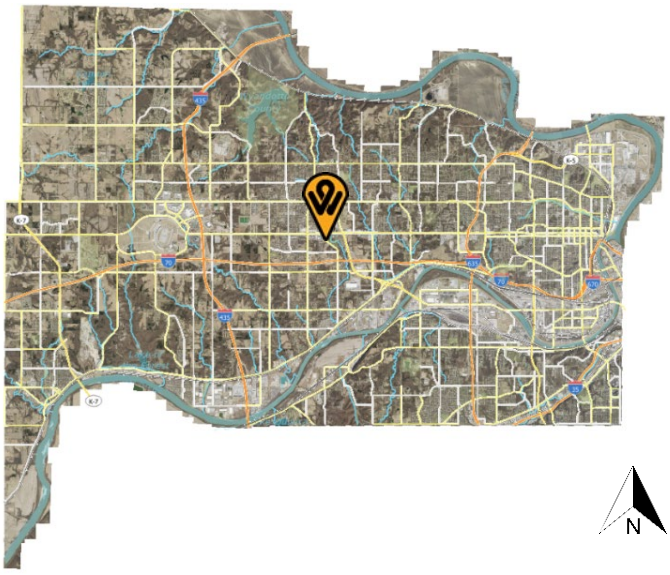
Subject Property:
7543 State Avenue
Kansas City, Kansas 66112

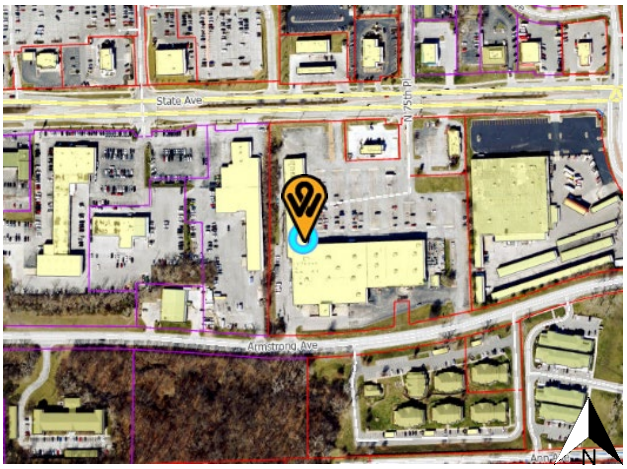
Requested Action and Purpose:
Approval of Special Use Permit for a liquor store.

Commission Districts:
At-Large Commissioner District #1: Melissa Bynum
District #8 Commissioner: Andrew Davis

Existing Zoning District(s):
C-1 Limited Business District

Plan Area:
PlanKCK Comprehensive Plan





	Adjacent Zoning	Adjacent Uses
North	CP-2 Planned General Business District	Restaurants and Gas Station
South	RP-5 Planned Apartment District	Multi-family apartments
East	C-3 Commercial District	Rental car business (Enterprise Rent-A-Car)
West	CP-2 Planned General Business District	Self-storage facility (StorageMart)

Total Tract Size: 9.32 Acres

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates this property as Corridor Mixed Use, which allows up to five (5) story buildings that integrate complimentary land uses such as retail, office, small businesses and residential. Access to residential uses and their facilities is allowed at street level. These areas should be designed to support multi-modal connectivity with wide sidewalks and street trees. Buildings should be built up to the street for a consistent street frontage and transition to abutting residential uses. Live/work units with commercial/retail on the street level and residential above are allowed if the work units on the first floor contribute to the commercial/retail nature of the block.

Major Street Plan: The goDotte County-Wide Mobility Strategy designates State Avenue as Major Arterial.

Parking Requirement: Section 27-464(e) states that four (4) spaces per 1,000 square feet of floor area in the building. Without a scaled and dimensioned floor plan, Staff cannot determine how many parking spaces are required.

Landscaping Requirement: Section 27-464(g) states that trees are required at not less than one (1) per 7,000 square feet of site area. Six (6) foot high architectural or landscape screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property.

Advertisement:	The Wyandotte Echo – December 18, 2025 Letters to Property Owners – December 19, 2025
Public Hearing(s):	January 12, 2026 and January 29, 2026
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Sandra Knight, is requesting a Special Use Permit to operate a liquor store within Westlake Shopping Center at 7543 State Avenue.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. 09220-01986 – Graffiti – November 6, 2009 – Completed – Graffiti on property – Previous property owner.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. 18430-00075 – Sign Permit – May 30, 2018 – Completed – One (1) wall sign – Previous property owners.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Victory Hills Statistical Neighborhood and Census Block Group 0441011. The neighborhood consists of General Business properties to the north, east, and west of the subject property. To the south, Apartment District is located.

2. ***The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.***

   The zoning and uses are set out above. The subject property is surrounded by the CP-2 General Business to the north, east, and west. To the south of the subject property, RP-5 Apartment District is located. The proposed use, which is commercial in nature, is compatible with nearby uses if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?***

   The proposed use is suitable for the subject property since the property is zoned for the proposed used and in the previous years from 2018 to 2022 it was a bar and grill. The removal of restrictions will not detrimentally affect nearby property.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates this property as Corridor Mixed Use, which allows up to five (5) story buildings that integrate complimentary land uses such as retail, office, small businesses and residential. Access to residential uses and their facilities is allowed at street level. These areas should be designed to support multi-modal connectivity with wide sidewalks and street trees. Buildings should be built up to the street for a consistent street frontage and transition to abutting residential uses. Live/work units with commercial/retail on the street level and residential above are allowed if the work units on the first floor contribute to the commercial/retail nature of the block. The proposed use conforms to the PlanKCK Comprehensive Plan designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   This proposal would not create any issues with traffic or the street network.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   This use is not a necessary convenience to the public. This will only be a convenience to the owners of the liquor store.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   Noise, vibration, dust and/or illumination is not expected to occur with this type of use.

9. ***Whether the proposed use will pollute the air, land or water.***

   proposed use will not pollute the air, land or water as it is an existing, permitted.

10. ***Whether the use would damage or destroy an irreplaceable natural resource.***

    The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted commercial structure in an existing, built-out neighborhood.

11. ***The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.***

    The relative gain to public health, safety and welfare is minimal. If denied, the property owner may not use the property for a liquor store, however, they can still use it as a commercial retail uses allowed in CP-1 District.

12. ***The applicant's ability to maintain the use in an "as proposed" condition.***

    The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. ***Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.***

    The proposed use is not expected to result in the overcrowding or land or undue concentrations of population since it is a commercial plaza and there are enough parking spaces to avoid overcrowding.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 7533 State Avenue on December 29, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 1 to recommend **APPROVAL** of application **SP2025-091**, **for two (2) years**, subject to:

1. **Hours of operation shall be from 10:00 AM to 10:00 PM;**
2. **Outside sales is not permitted;**
3. **On-site security shall be provided, as determined by the applicant;**
4. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
5. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
6. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
7. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
8. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
9. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468**

through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

10. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
11. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
12. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
13. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-091** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Neighborhood Meeting Affidavit
Neighborhood Meeting Minutes
Site Plan
Floor Plan
Images of the Property Submitted by Applicants

PUBLIC HEARING SCHEDULE

Action(s)	**City Planning Commission**	**Unified Government Board of Commissioners**
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-091** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-091,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned

January 12, 2026, City Planning Commission Minutes:

Hearing starts at 41:40:
SP2025-091 - SANDRA KNIGHT WITH WINE TIME KC
Synopsis: Special Use Permit for a liquor store at 7543 State Avenue. *Detailed Outline of Requested Action:* The applicant, Sandra Knight, is requesting a Special Use Permit to operate a liquor store within Westlake Shopping Center at 7543 State Avenue.

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Helen Turley, Applicant Representative, 7543 State Avenue, Kansas City, Kansas 66112
- Mike Krenesky, Regional Property Manager
- Cory Cross, Regional Asset Manager/Landlord

Present in Opposition:

- No one appeared

Staff Recommendation starts at 43:35: Lead Planner Byron Toy stated that Staff recommends approval subject to the conditions outlined in the staff report.

Motion starts at 44:07:

On motion by Commissioner Beth, seconded by Commissioner Jones, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-091 for two (2) years:**

Carson	**Chairman**
Straws	**No**
Ward	**Aye**
Beth	**Aye**
Ernst	**Aye**
Jones	**Aye**
Mohler	**Aye**
Armstrong	**Not present**
Miller	**Not present**
Easterwood	**Not present**
Schwartz	**Not present**

Motion to recommend APPROVAL passed: 5 to 1
Subject to:

1. **Hours of operation shall be from 10:00 AM to 10:00 PM;**
2. **Outside sales is not permitted;**
3. **On-site security shall be provided, as determined by the applicant;**
4. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this**

division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;

5. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
6. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
7. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
8. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
9. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
10. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
11. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for**

renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

12. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
13. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

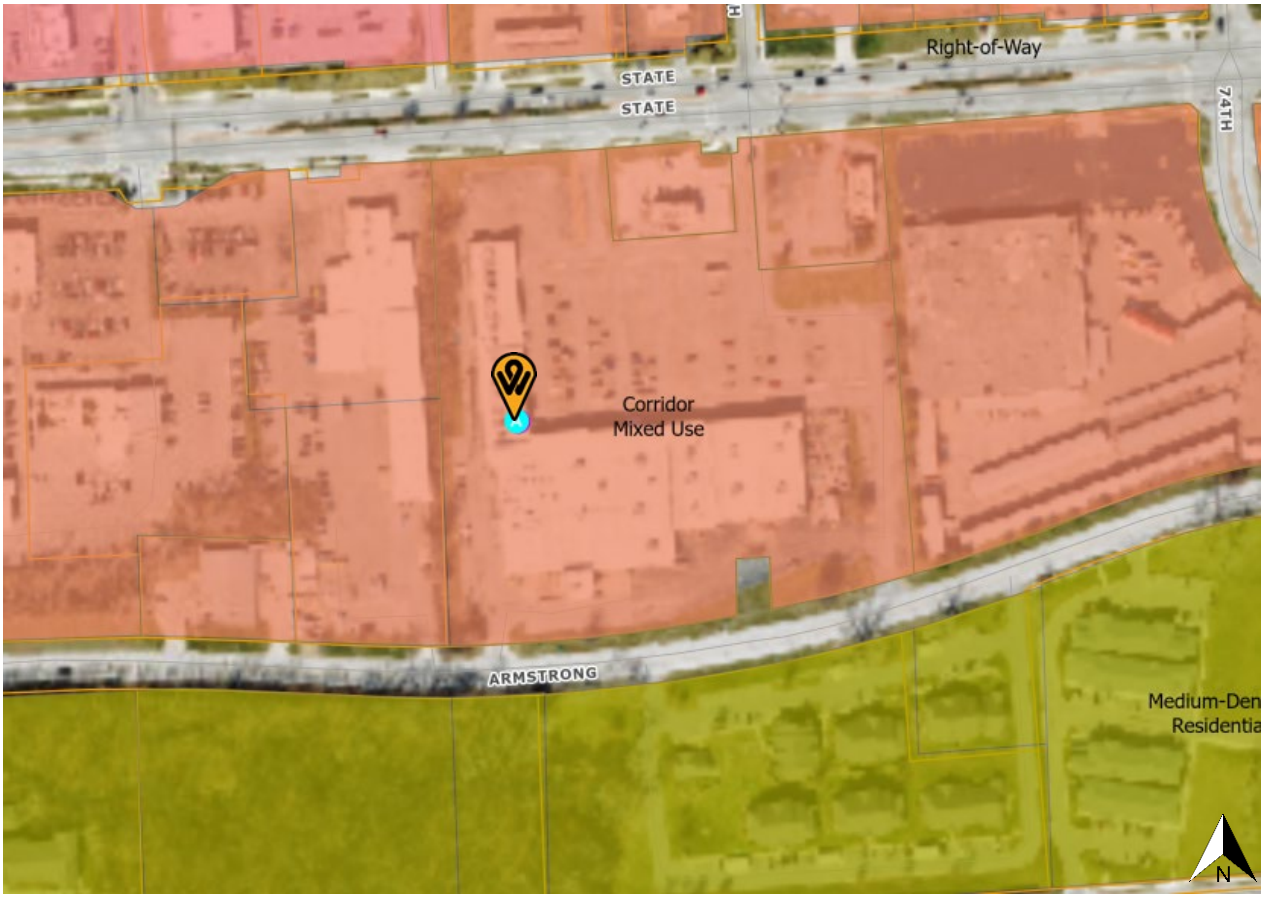
AERIAL IMAGERY



ZONING MAP



LAND USE MAP


Right-of-Way
STATE
STATE
74TH
Corridor
Mixed Use
ARMSTRONG
Medium-Den
Residentia
N

ADDITIONAL ATTACHMENTS

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Missouri)
) SS:
COUNTY OF Jackson)

Comes now Sandra Knight, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-091.
2. That I conducted a neighborhood meeting on 12/29/25.
3. The notice to nearby property owners was sent on 12/15/25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30th day of December, 2025.

My commission expires 14th of September, 2026.

Notary Public

RYAN M. NUGENT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 9-14-26
Commission #14016038

Meeting Minutes

Application Information

- **Application Number:** SP2025-091
- **Date:** December 29, 2025
- **Location:** 7533 State Ave, Kansas City, KS 66112

Meeting Details

- **Meeting Called to Order:** 5:30 PM
- **Meeting Adjourned:** 6:30 PM

Attendance

- **Attendees:** None
- No members of the public were present at the meeting.

Introductions

- None. No attendees were present.

Applicant Presentation

- Not applicable. No presentation was made due to lack of attendance.

Questions & Answers

- **Who asked a question or made a comment:** None
- **Question or comment:** Not applicable
- **Who answered:** Not applicable

- **Answer given:** Not applicable

Additional Notes / Public Contact

- **Contact Name:** Denise Adams
- **Phone:** 913-908-3708
- **Date & Time of Contact:** December 29, 2025 at 12:26 PM
- **Summary:** Ms. Adams contacted staff to ask about the purpose of the letter she received regarding the meeting. The matter was explained to her by staff. She did not attend the meeting.

Minutes Prepared By

- **Name:** Sandy Knight

Liquor Store
New Tenant Finish
7543 State Ave, Kansas City - KS

PROJECT CONSULTANTS
MEP - SDC Engineering

aia
SULLIVAN PALMER ARCHITECTS

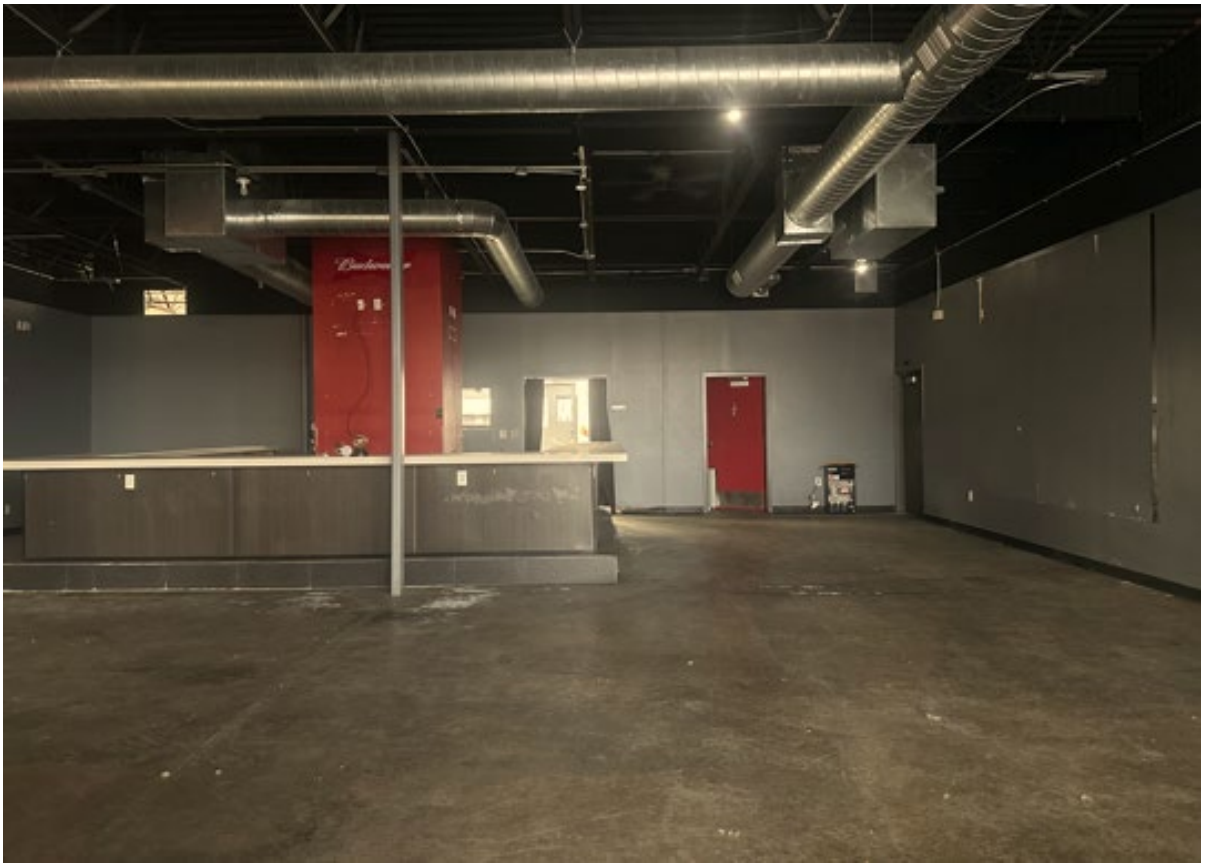
Date:
11 November 2025

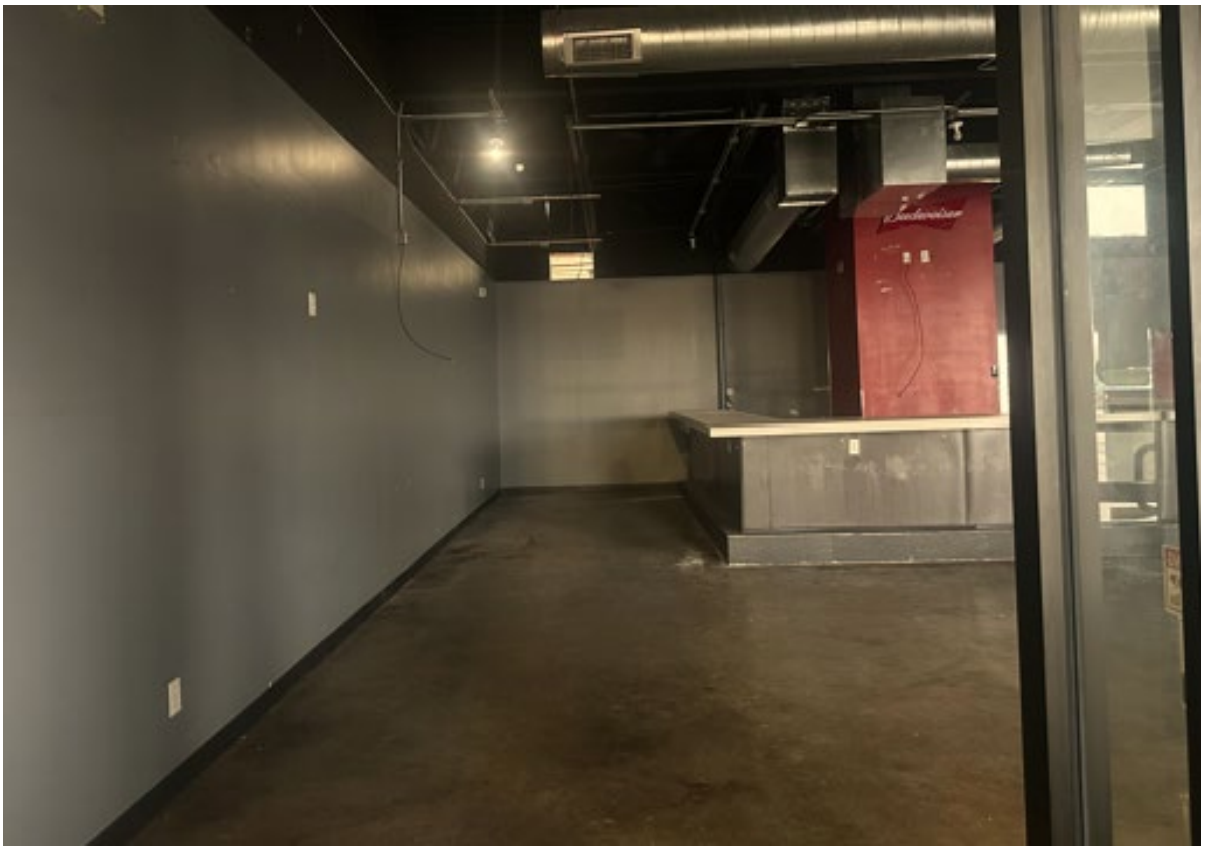
Revision:

Drawn by:
MWM
Sheet:
A100
floor plan

1 FLOOR PLAN
1/4" = 1'-0"


7543
LANE4





(Published _____)

SP2025-091

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-091, commonly known as 7543 State Avenue, Kansas City, Kansas, legally described as:

2243, S9, T11, R24, ACRES 9.31, S 50FT L2 L4, located at approximately 7543 State Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a liquor store.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Hours of operation shall be from 10:00 AM to 10:00 PM;**
2. **Outside sales is not permitted;**
3. **On-site security shall be provided, as determined by the applicant;**
4. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
5. **If approved, the occupying business must file and maintain a current business occupation tax application with the Business Licensing Division.**

Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;

6. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
7. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
8. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
9. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**
10. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
11. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any**

application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

12. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
13. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: January 29, 2026

Re: **Special Use Permit Petition SP2025-092**

GENERAL INFORMATION

Applicant Information:
Ndidi Obiefuna with Grace Home Care at Piper Inc.
2815 North 115th Street
Kansas City, Kansas 66109

Subject Property:
2815 North 115th Street
Kansas City, Kansas 66109

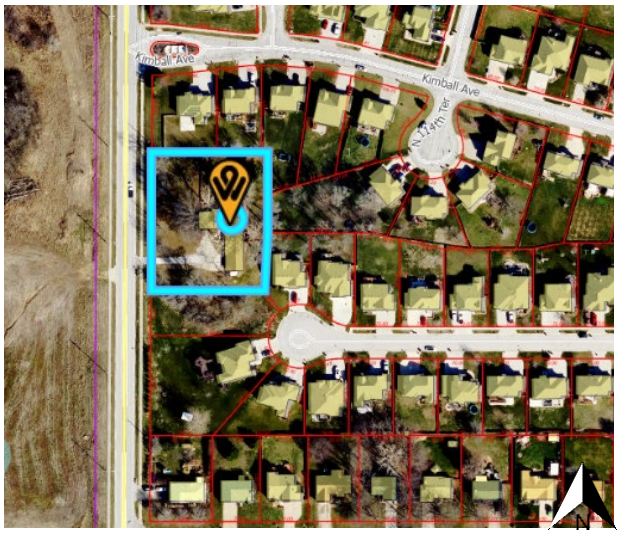
Requested Action and Purpose:
Approval of a Special Use Permit for a group senior living home.

Commission Districts:
At-Large Commissioner, District #1: Melissa Bynum
District #5 Commissioner: Dr. Carlos Pacheco III

Existing Zoning District(s):
R-1 Single Family District

Plan Area:
Prairie Delaware Piper Master Plan





	Adjacent Zoning	Adjacent Uses
North	R-1 Single Family District	Single family homes
South	R-1 Single Family District	Single family homes
East	R-1 Single Family District	Single family homes
West	A-G Agriculture (WYCO)	Undeveloped lot

Total Tract Size: 0.89 Acre

Comprehensive Plan Designation: The Prairie Delaware Piper Area Plan designates the subject property as Planned Mixed Residential District, which allows, a variety of residential densities and unit types. These areas could be developed with patio (zero lot line) homes, townhouses, condominiums, garden apartments, housing for seniors, and other multifamily uses.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates North 115th Street as a Minor Arterial.

Parking Requirement: Section 27-454(e) states that two off-street parking spaces shall be provided on the premises for each single-family dwelling, at least one of which shall be in a garage or carport.

Landscaping Requirement: Section 27-700(a) states that one (1) shade tree per dwelling unit is required in the front or corner side yard. The subject property does not fulfill this requirement. The applicant meets the requirements.

Advertisement: The Wyandotte Echo – December 18, 2025
Letters to Property Owners – December 19, 2025

Public Hearing(s): January 12, 2026 and January 29, 2026

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Ndidi Obiefuna, is requesting a Special Use Permit to operate a group home for seniors at 2815 North 115th Street Kansas City, Kansas 66109.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. There are no notices of violation on the subject property.

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. There are no previous planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Prairie-Piper Statistical neighborhood and Census Block Group 0447031. The neighborhood consists of single-family homes to the north, east, and south of the subject property. To the west of the subject property, an undeveloped agriculture lot is located.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by the R-1 Single Family District to the north, east, and south of the property. To the west, an undeveloped A-G Agriculture (WYCO) is located. The proposed use, which is residential in nature, is compatible with nearby uses if properly managed.

3. ***The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?***

   The proposed use is suitable for the subject property. The removal of restrictions will not detrimentally affect nearby property.

4. ***The length of time the property has remained vacant as zoned.***

   The property is not vacant.

5. ***The degree of conformance of the proposed use to the Comprehensive Plan.***

   Special Use Permits are not addressed in the Prairie Delaware Piper Area Plan. The Prairie Delaware Piper Area Plan designates the subject property as Planned Mixed Residential District, which allows, a variety of residential densities and unit types. These areas could be developed with patio (zero lot line) homes, townhouses, condominiums, garden apartments, housing for seniors, and other multifamily uses. The proposed use conforms to the Prairie Delaware Piper Area Plan Mixed Residential land use designation.

6. ***Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

   The proposed use does not have the potential to increase vehicular traffic, and should not exceed the capacity of North 115th Street, a Minor Arterial to accommodate it if managed properly.

7. ***Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.***

   The proposed use is reasonably necessary for the convenience and welfare of the public since it will be providing assistance to the public to those who need additional help with healthcare matters. The proposed use will not affect the use, quality, or marketability of nearby property.

8. ***Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.***

   Noise, dust, vibration, and/or illumination is not expected to occur in durations or intensities as to create issues with nearby properties. These are not expected to create problems for nearby property.

9. ***Whether the proposed use will pollute the air, land or water.***

The proposed use will not pollute the air, land or water as it is an existing, permitted residential structure.

10. Whether the use would damage or destroy an irreplaceable natural resource.

The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residential structure in an existing, built-out neighborhood.

11. The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.

The relative gain to public health, safety and welfare is large since it will be a place for those who need additional healthcare assistance. If denied, the property owner may not use the property for a group senior living home, however, they can still use the property as a single-family home.

12. The applicant's ability to maintain the use in an "as proposed" condition.

The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.

The proposed use is not expected to result in the overcrowding or land or undue concentrations of population.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 2815 North 115th Street on December 29, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 1 to recommend **APPROVAL** of application **SP2025-092**, **for two (2) years**, subject to:

1. **Maximum number of guests shall be seven (7) upon the two (2) additional bedrooms being added are completed, permits are obtained, and inspections are performed and approved;**

2. **The senior living home will be staffed full-time, 24 hours a day, 7 days a week;**
3. **Visitors and staff shall park their vehicles in the driveway;**
4. **The existing two (2) car garage on the west side of the home must remain unaltered to comply with the parking requirement should this use vacate the premises;**
5. **If a private transportation vehicle is purchased in the future, the vehicle shall be parked in the garage, if it can fit, otherwise, the vehicle is parked in front of the single-car garage;**
6. **Per Section 27-723(a), no sign including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
7. **If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
8. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
9. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
10. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
11. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
12. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the**

Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

13. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
14. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
15. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
16. **Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-092** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

January 12, 2026 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Neighborhood Meeting Affidavit
Neighborhood Meeting Sign-In Sheet
Neighborhood Meeting Minutes
Site Plan
Floor Plan
Updated Plans for Subject Property
Images of the Property Submitted by the Applicant

PUBLIC HEARING SCHEDULE

Action(s)	**City Planning Commission**	**Unified Government Board of Commissioners**
Special Use Permit	January 12, 2026 Approval	January 29, 2026

STAFF CONTACT: **Osiris Nuñez Espinoza, Planner**
Oespinoza@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-092** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1._____;

2. _____; And

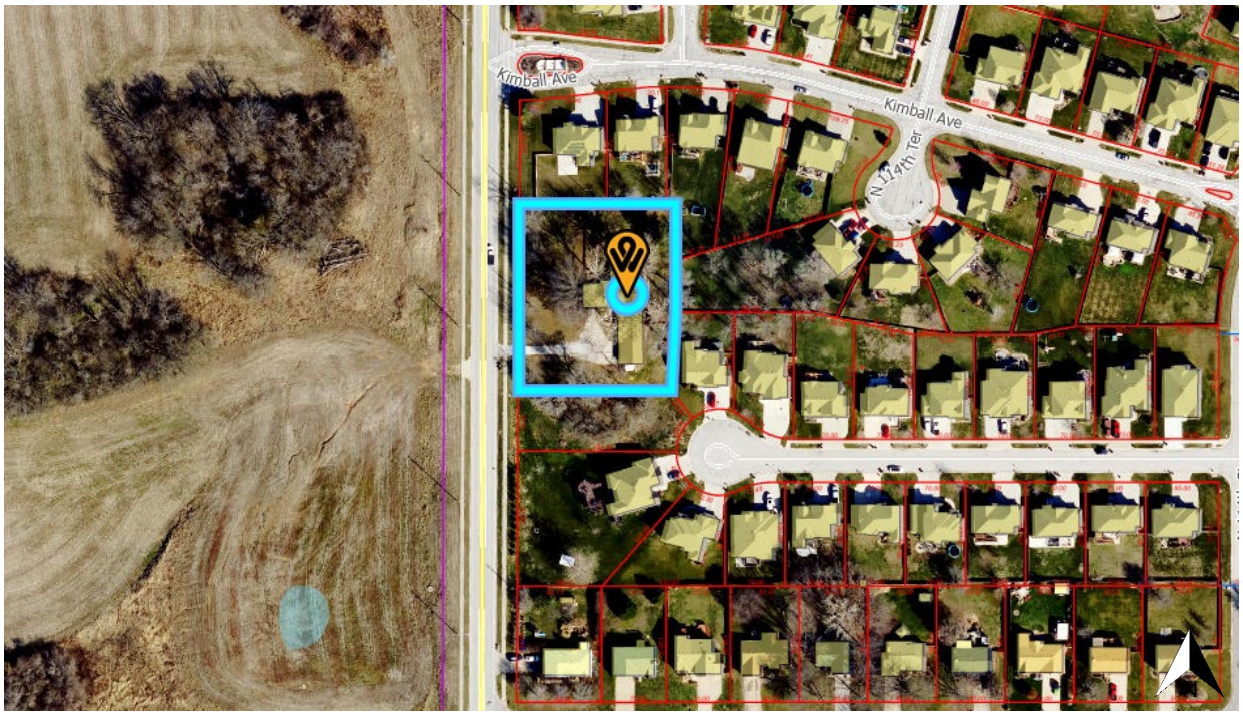
3. _____.

OR

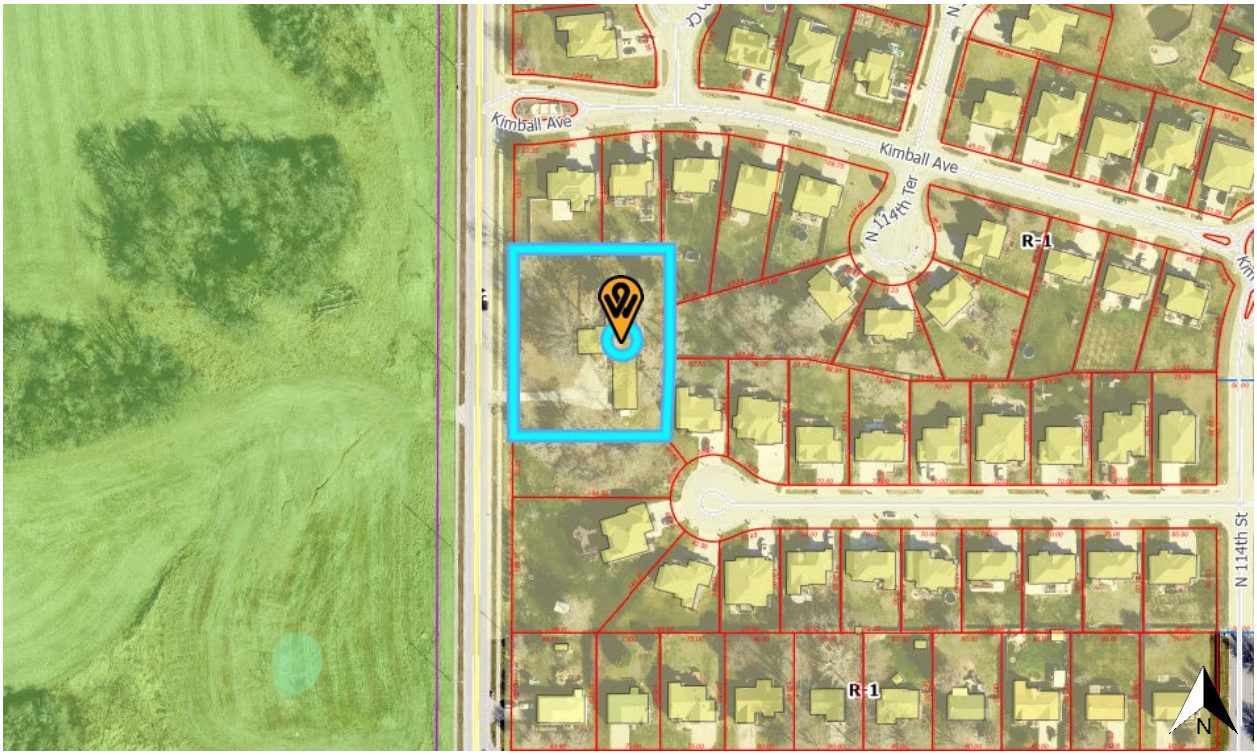
I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-092,** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

ATTACHMENTS

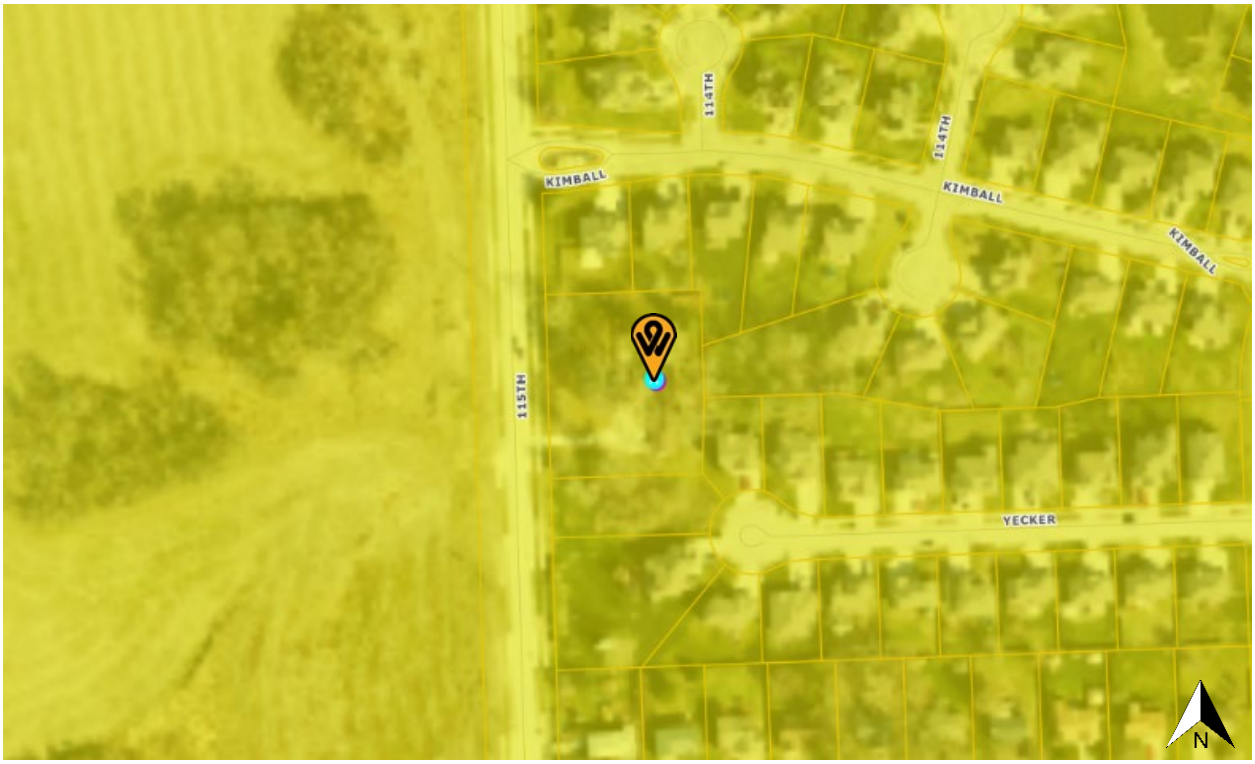
AERIAL IMAGERY



ZONING MAP



LAND USE MAP



AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyndott)

Comes now Ndidi Obiefuna, of lawful age, sound mind and upon his/her oath states as follows: SP 2025-092

1. That I am the petitioner for Petition # SP2025-092.
2. That I conducted a neighborhood meeting on 12/29/2025.
3. The notice to nearby property owners was sent on 12/9/2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

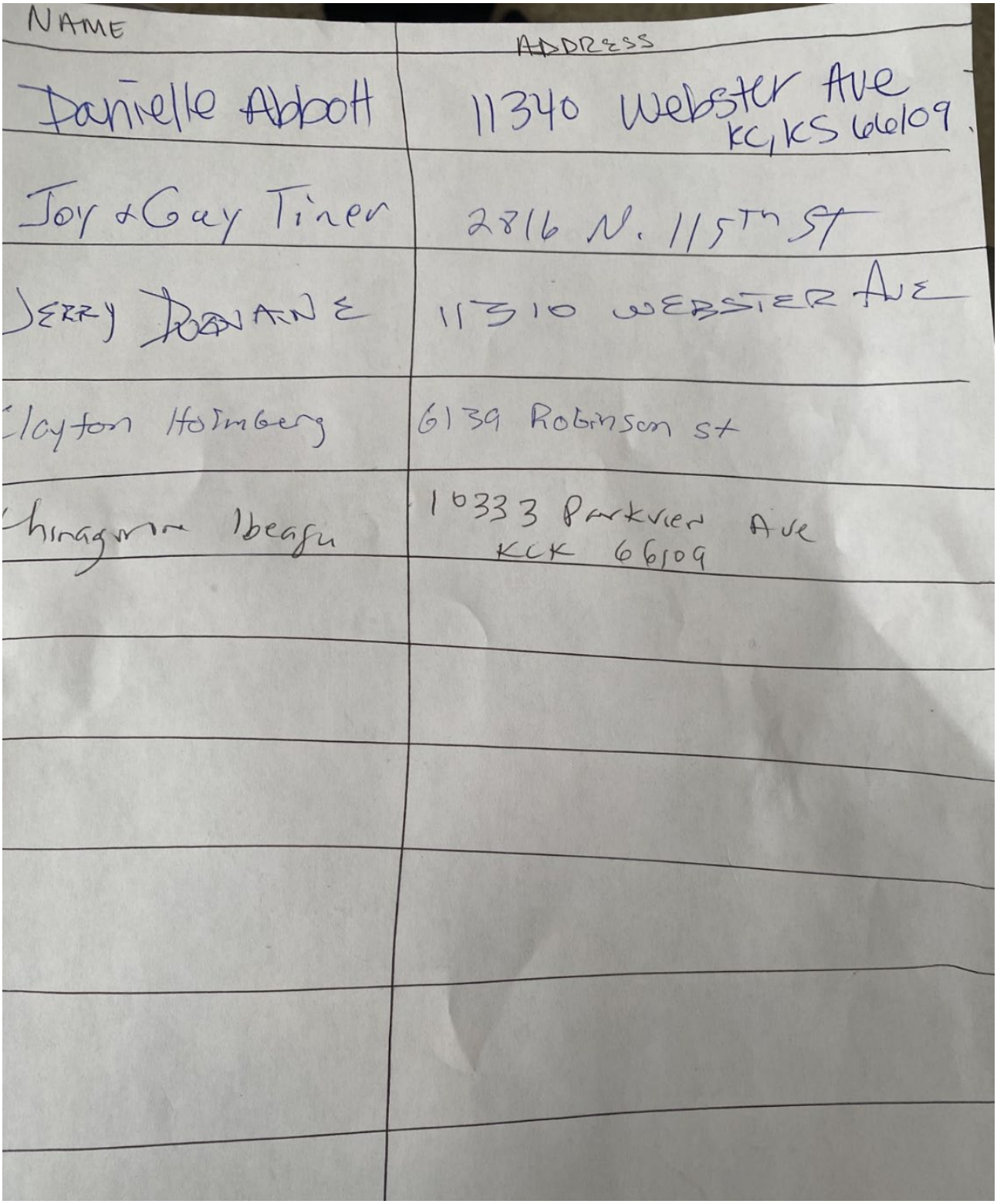
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 31 day of December, 2025.

My commission expires 16 of December, 2029.

GAVIN LANGE
Notary Public-State of Kansas
My Appt. Expires 12/16/2029

Notary Public



NAME	ADDRESS
Danielle Abbott	11340 Webster Ave KC, KS 66109
Joy & Guy Tiner	2816 N. 115TH ST
JERRY ROMAINE	11310 WEBSTER AVE
Clayton Holmberg	6139 Robinson st
Chinagorom Ibeagu	10333 Parkview Ave KCK 66109

Neighborhood Meeting organized by Ndidi Obiefuna
Meeting notes prepared by Chinagorom Ibeagu

Ndidi met some of the attendees at 2815 N 115th Street, Kansas City, the original site of the meeting. However, due to ongoing work at the site and the cold weather (34 degrees), it was not conducive to hold the meeting there. All parties present at the property at 5:30 p.m., which included all attendees except Clayton Holmberg, proceeded to the meeting room Ndidi had reserved at Homewood Suites at Piper.

The meeting began at 5:45 p.m.

Ndidi Obiefuna welcomed everyone and invited everyone to introduce themselves and subsequently opened the agenda.

Attendees

- Ndidi Obiefuna – Property Owner 2815 N 115th Street
- Clayton Holmberg – Realtor to 2815 N 115th Street
- Chinagorom Ibeagu (Secretary) – Captured meeting minutes
- Jerry Duquaine – Piper Landing HOA Board Member – Continues sharing information with residents via Piper Landing website
- Danielle Abbott – Piper Landing Resident
- Joy and Guy Tiner – Owner of property across 115th Street

Summary Highlights of the Meeting

Ndidi introduced Ideal Senior Living – Grace Home at Piper (“Home Away From Home”) and explained that it will operate under the Kansas Home Plus model for small residential adult care homes that serve no more than 12 residents in a home-like setting

Danielle asked and Ndidi answered questions about the facility (such as the desirable addition of a fence and added parking) and its staff/residents (such as background checks) to assure safety of adjacent residents/children..

Jerry asked for and Ndidi agreed to provide a drawing of the property primarily highlighting: 1) outline of the property boundaries, 2) outline of the house, 3) outline location of the fence, 4) outline of the parking area, 5) and the location of large trees which might be removed. Jerry will then publish this on the Piper Landing website, as these are the topics that are most likely of interest, especially to residents adjacent to this new activity. Jerry does not anticipate concerns. Jerry expressed appreciation for Ndidi’s passion/commitment to serve the community. Ndidi asked several times and participants agreed questions were answered and the meeting closed with no unresolved concerns.

Detailed discussion included the following:

Fence, Survey, and Property Lines

Jerry asked about the existing fence around the property that borders neighboring houses. Ndidi affirmed adjacent neighbors' fences will remain as-is and Ndidi will add the new fence inside her own property line.

Ndidi responded that uniformity would be better and that she plans to place the fence within her own property, so she will not need to ask neighbors to remove their fences.

Jerry described previous issues with homeowners placing fences on the wrong property lines and encouraged Ndidi to have the property surveyed to ensure the fence stays within the surveyed lines. He also requested a sketch that includes which trees will be removed and the proposed fence lines to be submitted to him.

Resident Admission, Background Checks, and Regulation

Ndidi continued with the agenda, mentioning a future open house. She discussed admission of residents and the requirement for physician approval prior to admission. She emphasized that the facility is to be a home for residents, giving them options in their living situation, consistent with Home Plus goals of providing individualized, home-like care.

Danielle asked whether there would be background checks for both staff and residents, expressing concern about sex offenders in the area.

Ndidi responded that background checks would absolutely be required for staff. She stated that the State is strict and that anyone associated with the facility will undergo a background check. She also noted that she herself underwent a background check to obtain her operator's license and that all staff will be required to pass one, in line with Kansas law requiring criminal history checks for adult care home employees. She further explained that the State requires this for the facility to remain compliant. She also explained that although she is a Nurse Practitioner, she will not be the residents provider as it will be a conflict of interest. Residents will chose their providers. Mr. Guy stated that there are doctor's offices, and providence medical center nearby. Ndidi indicated that providers will also see the residents in the home and those needing skill services will have those therapies at the home.

Jerry stated that there are not many nursing homes in Piper and that such facilities are encouraged by the State and are highly regulated. Ndidi agreed that everything is

extremely regulated. Jerry asked about the parking lot and size. Ndidi indicated that the right hand lot area of the property will be utilized and expanded with concrete to make for a parking lot that will contain about 8-10 cars according to the plan she was given. This was also one of Danelle's concerns as she indicated that the current state of the parking lot in not safe for the residents and looks ugly but stated she has no more concerns since Ndidi already has it in her plans.

Mr. Guy stated that he came to learn more about the facility, noting that he had called Ndidi after receiving her letter. As a property owner and area developer, he felt that this type of service is highly needed in the area, consistent with the broader need for small residential care homes in Kansas communities.

He mentioned that he owns land near Delaware Highlands and had previously discussed use of land by the Delaware nursing home to build transitional housing. He gave a brief history of the area and discussed how pipelines are laid. This led him to suggest that if Ndidi plans to install a gate or dig, she will need to obtain permits and a survey because of water lines in the area. He expressed a positive outlook for the facility once it opens, noting that the need is high, especially for a facility of this type in Piper.

Danielle stated that she no longer had questions/concerns because her initial questions about neighborhood impact had been addressed. Jerry indicated he would post information, as appropriate, on the Piper Landing HOA website. Ndidi responded that the information is not yet fully official and that she will share more once the license has been issued by the State, as adult care homes must first be licensed by the Kansas Department for Aging and Disability Services. Danelle wanted to know about traffic to the site. Ndidi explained that the resident families can visit whenever except for rest times. She also explained that they may be providers or therapy visitors and that she does not anticipate large traffics except for these. Ndidi also expressed that most or all of the residents will not be driving and so does not expect a lot of both foot and vehicular traffic. Ndidi also feels there will not be a need for larger areas for parking as a result. Danelle stated that all her concerns had been addressed.

Danielle left at 6:24 p.m.

Agenda Adjustments and Project Presentation

Ndidi explained that the project is operating under the Home Plus program and continued with the agenda.

Jerry suggested that Ndidi remove firepit from active discussion since it is not decided/finalized/planned. Mrs. Joy suggested that the Gazebo remains as it will make the area nice. Ndidi agreed to remove the items since they are projects for later but will consider the gazebo since she plans to have an outdoor area for the residents where they can garden and plant flowers for those that plan to do so.

Jerry suggested Ndidi prepare an exact layout of the parking lot and fence (after a survey) and provide it to him. He recommended that she include a high level of detail but only once she is fully certain of the plans.

Ndidi acknowledged the suggestion and agreed. She continued with the agenda, talking about transportation, emphasizing that this is a home and transportation will be tailored to residents' needs, consistent with person-centered Home Plus care. She stated that the house will have alarms and an emergency response system to discourage elopement and discussed keeping a bed available for respite care, which can support caregivers of elderly residents in the community. She stated that she hopes to give Piper residents preference, as the home is intended to serve the local community and environment. She also noted that discussion would remain focused on neighborhood impacts and that details of internal operations would be limited in this setting.

Easement and Maintenance

Jerry stated that many people in the neighborhood live with elderly relatives who might be interested in respite care once the facility opens. He mentioned the easement along 115th Street, explaining that the county does not maintain that strip of land. He asked whether Ndidi would plan to maintain it.

DATE: MONDAY DECEMBER 29, 2025 @ 5:30PM

LOCATION: Relocated 2815 N115th Street to Homewood Suites At
10922 Parallel Parkway, Kansas City, Kansas, 66109. Telephone 913 288-9999

AGENDA FOR PIPER LANDING NEIGHBORHOOD MEETING FOR SPECIAL USE PERMIT PETITION SP2025-092

ORGANIZED BY : NDIDI OBIEFUNA
PURPOSE: Acquaint everyone that a request for a special use permit had been filed with the Wyandotte County Department of planning and Urban design for approval to use 2815 N115th street, Kansas City, KS 66109 as a senior residential home and to discuss the plan for this living facility at the stated address.

1. welcome and opening remarks

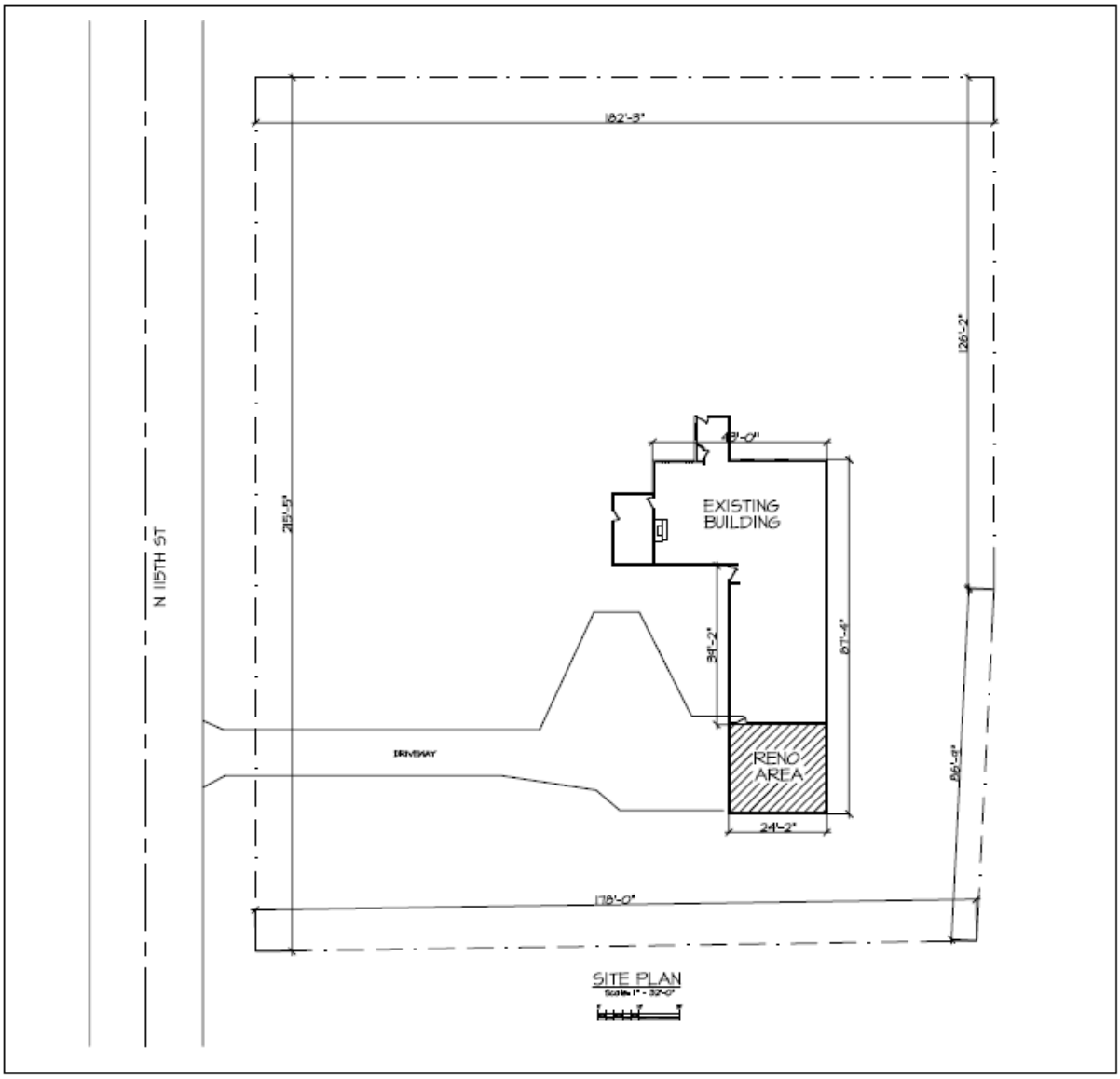
2. Introductions

3. Overview of the Plan for the Senior living at Piper (Safety, support, connection)
4. Parking
   - Concrete will be redone and extended to the right side of the building to allow enough spaces for 8-10 cars
   - The front entrance will be redone into a ramp both for the main entrance and the door at the 2-car garage entrance
   - The paved entrance to the driveway will be redone
   - The front of the building will be landscaped
5. Security
   - The home will be under 24/7 security
   - Emergency system that aligns with the State requirement
   - The building will have 5 exit doors at completion
   - 3 of the 5 exit doors within enclosed space to prevent elopements
   - Visitors - families and providers
6. Licensing
   - Kansas Department of Aging and Disability Services for licensing - Application had been submitted, working with other regulatory bodies - State Fire Marshal, Health Department to obtain approval for items required for licensure - State, City and county requirements.
   - Future plan to add additional rooms as allowed based on Builder/State/County recommendations.

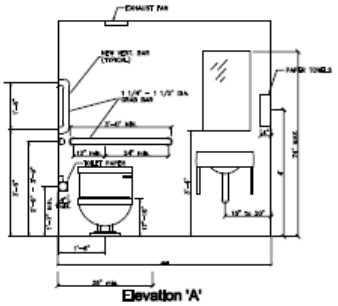
7. Plan for open house once approvals are received
8. Neighborhood participation and resources

9. Questions, open discussion, and next steps

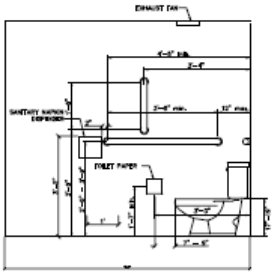
10. Closing remarks


182'-3"
126'-2"
42'-0"
EXISTING BUILDING
215'-5"
N 115TH ST
31'-2"
67'-4"
DRIVEWAY
RENO AREA
24'-2"
86'-9"
178'-0"
SITE PLAN

FLOOR PLAN
2344 SF TOTAL
NOTE:
EXISTING WALL
NEW WALL
EGRESS WINDOW
SMOKE DETECTOR
DUPLEX RECEPTICLE
DUPLEX RECEPTICLE SURGE PROECTED
LIGHT FIXTURE
EXT. LIGHT
ENTRY
DINING
KITCHEN
PANTR
CLO.
HALL
BEDROOM
SUN RM
LIVING RM
LIN.
FOYER
BATH
OWNERS BEDROOM
BEDROOM 2
BEDROOM 1
ADA BATH
EXISTING
NEW/RENO
FRONT
DELETE STAIRS
NEW RAISED FLOOR
DEMO & INFILL EXISTING OPEN.
2'X6' VISION
CEILING



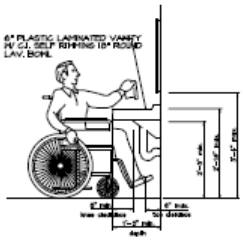
Elevation 'A'



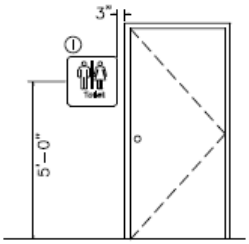
Elevation 'B'

SAMPLE

ADA TOILET ELEVATIONS

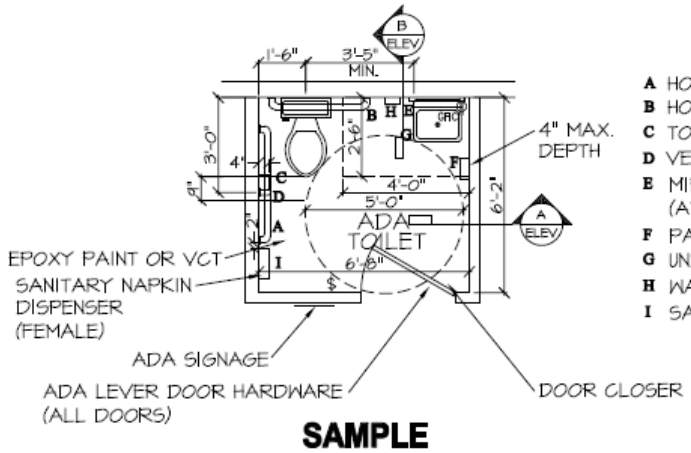


LAVATORY CLEARANCES



ADA SIGN MOUNTING DETAIL

(AT ALL ROOMS IN ROOM SCHEDULE)



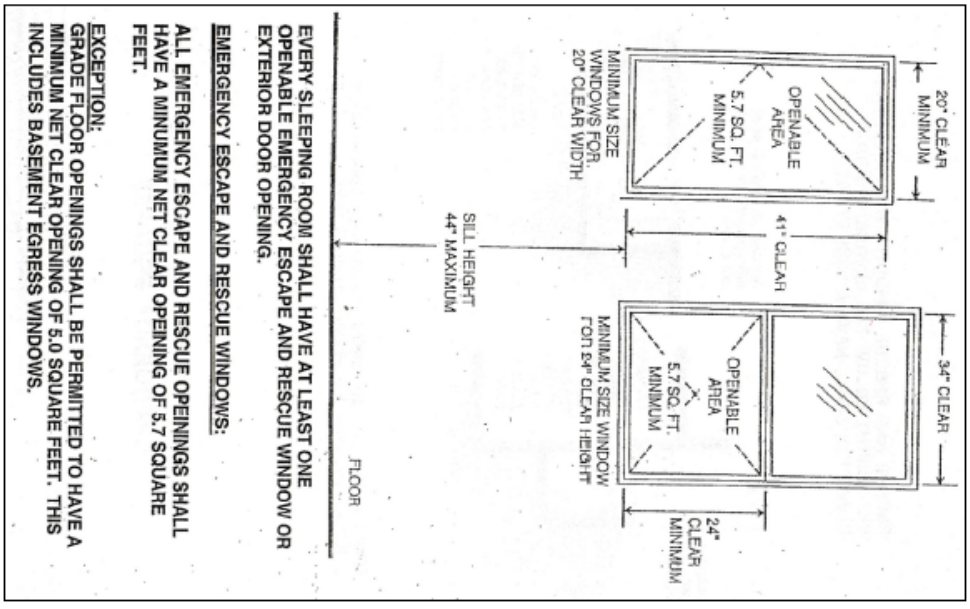
SAMPLE

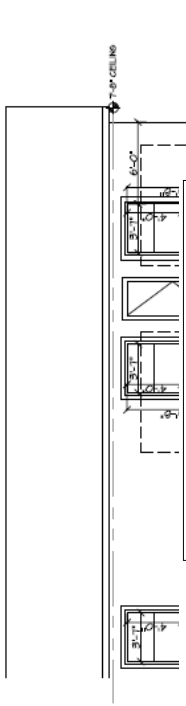
ADA RESTROOM FLOOR PLAN

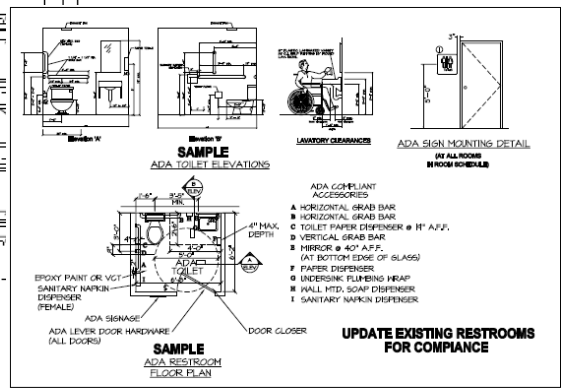
ADA COMPLIANT ACCESSORIES

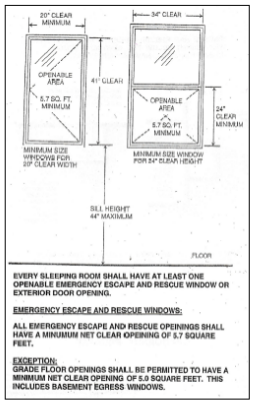
- **A** HORIZONTAL GRAB BAR
- **B** HORIZONTAL GRAB BAR
- **C** TOILET PAPER DISPENSER @ 19" A.F.F.
- **D** VERTICAL GRAB BAR
- **E** MIRROR @ 40" A.F.F. (AT BOTTOM EDGE OF GLASS)
- **F** PAPER DISPENSER
- **G** UNDERSINK PLUMBING WRAP
- **H** WALL MTD. SOAP DISPENSER
- **I** SANITARY NAPKIN DISPENSER

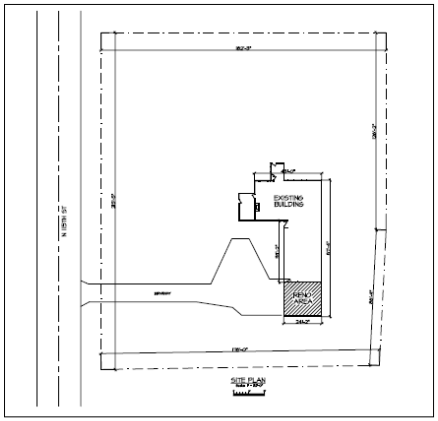
UPDATE EXISTING RESTROOMS FOR COMPIANCE





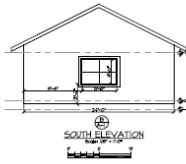


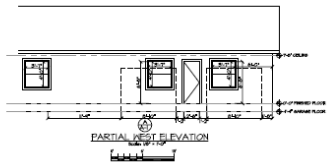


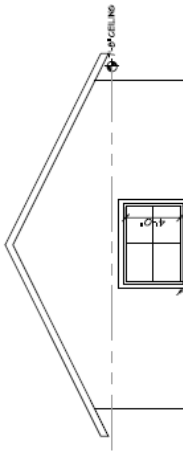


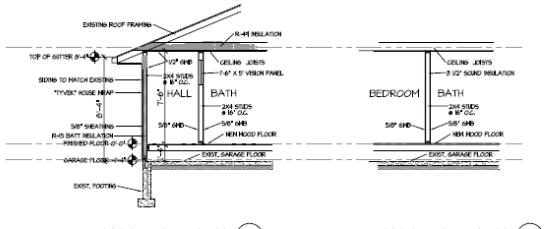


GENERAL INFORMATION	
LEGAL DESCRIPTION	
9494, 9R4, TIO, R2R, AQR95 GVH, BRS 1STBFT S OF NH COR, NH V4, NETE 224.2HFT, SIE 2R5.5FT, SIH 9R4HFT, S81H 230.04FT, NIH 2R5.5FT	
CODE INFORMATION	
PROJECT NAME: PROJECT ADDRESS: PROPOSED USE: CODE JURISDICTION ZONING LOT AREA:	6GRACE HOME CARE 2R5 N. 81ST STREET, KANSAS CITY, KANSAS HOME CARE KANSAS CITY, KANSAS — 0.94R A
CODES:	2018 International Building Code 2018 International Energy Conservation Code 2018 International Existing Building Code 2018 International Fire Code 2018 International Fuel Gas Code 2018 International Mechanical Code 2018 International Plumbing Code 2018 International Property Maintenance Code 2018 International Zoning Code 2017 National Electrical Code
BUILDING DATA	
CONSTRUCTION TYPE: AREA: OCCUPANCY TYPE: SPRINKLED BUILDING HT. ALLOWABLE AREA: NUMBER OF EXITS: TRAVEL DISTANCE: MAX. TRAVEL DISTANCE:	V-B 2844 SF — NO ONE STORY 50,000 SF THREE (3) — 250'
OCCUPANCY LOAD:	
PLUMBING FIXTURES	
ADA TOILET FIXTURES	WC LAV



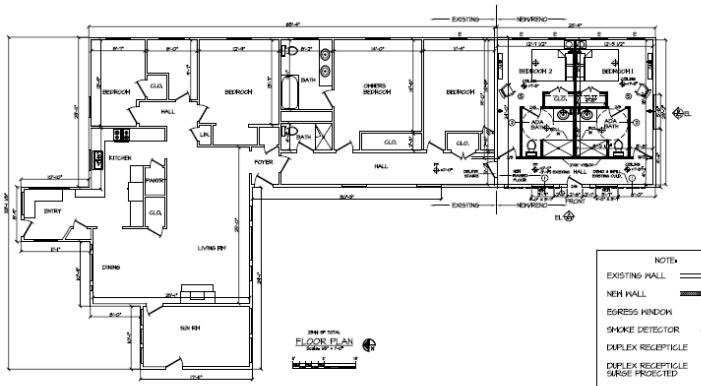






WALL SECTION (1)
Scale: 1/4" = 1'-0"

WALL SECTION (2)
Scale: 1/4" = 1'-0"



NOTE:	
EXISTING WALL	
NEW WALL	
EGRESS WINDOW	E
SMOKE DETECTOR	S
DUPLEX RECEPTICLE	
DUPLEX RECEPTICLE SURGE PROTECTED	SRC
LIGHT FIXTURE	
EXT. LIGHT	

Energy Ratings (Kansas Climate Zone 4 (Except Marine) 2018 IECC

R Values
Attic/Ceiling Insulation R-44
Exterior walls (2 x 6) Min. R-20
Exterior Walls (2 x 4) R-13
Basement Walls R-20/13
Crawl Space R-5/13
Rigid Insulation Perimeter/Under Slab R-10, DEPTH (2')

U Values
Exterior doors-Tempered Glass U=0.30
Exterior Fiberglass Insulated Doors U=0.21
Exterior Insulated Garage Doors U=0.27
Exterior Double Pan Windows (Low E, Argon Gas) U-.35
Glazed Fire station hgt.

NO CONSTRUCTION TO BEGIN BEFORE PERMITS ARE ISSUED

NOTES:
DEL POPOLO ARCHITECTURE LLC CANNOT BE RESPONSIBLE FOR CONSEQUENCES ARISING FROM HIDDEN OR UNFORESEEN CIRCUMSTANCES IN THE CONFIGURATION, MATERIALS, CONDITION OR MANNER OF CONSTRUCTION OF THE STRUCTURE OR SITE.

EXISTING CONDITIONS TAKE PRECEDENCE
CONTRACTOR VERIFY EXISTING DIMENSIONS
CONTACT ARCHITECTS OFFICE WITH ANY STRUCTURAL CHANGES

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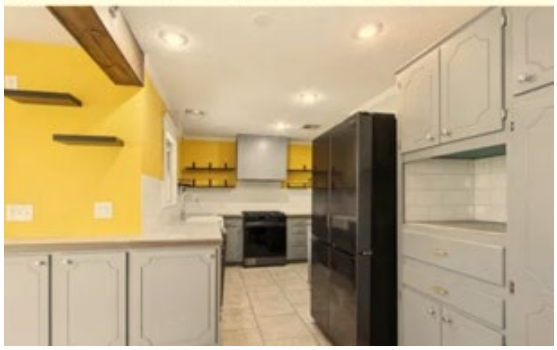
January 29, 2026

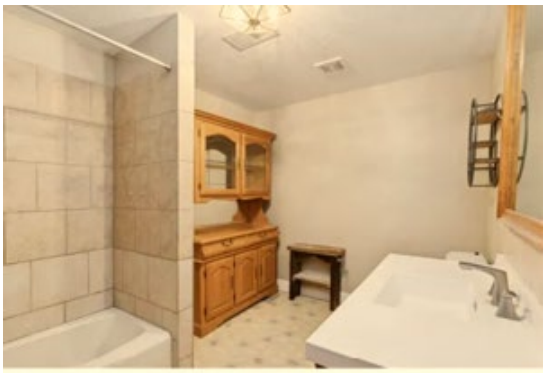
SP2025-092



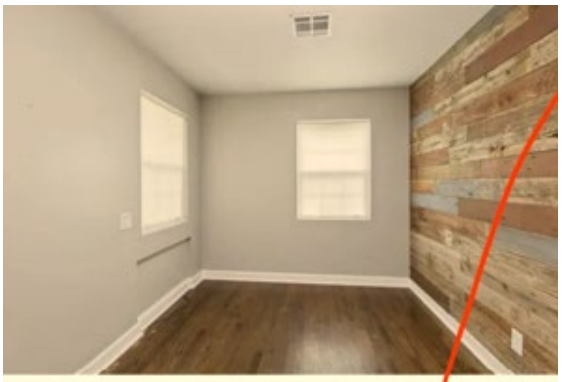
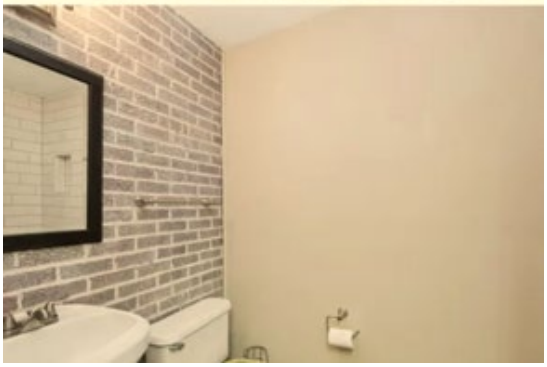
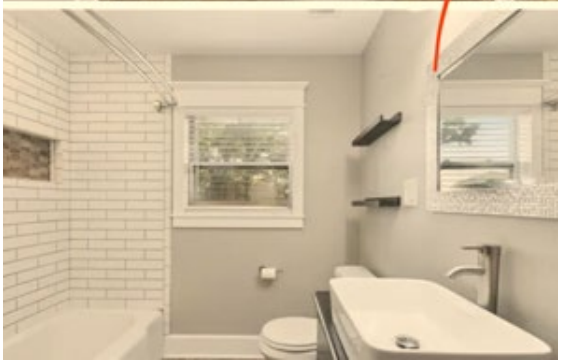




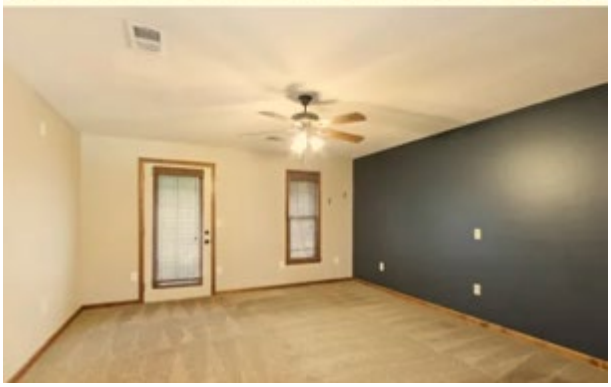












(Published _____)

SP2025-092

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-092, commonly known as 2815 North 115th Street, Kansas City, Kansas, legally described as:

> 9494, S34, T10, R23, ACRES 0.89, BEG 1871.95FT S OF NW CCR, NW 1/4; N87E 224.29FT, S1E 126.15FT, S1W 89.64FT, S87W 220.04FT, N1W 215.51FT, located at approximately 2815 North 115th Street, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for a group senior living home.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maximum number of guests shall be seven (7) upon the two (2) additional bedrooms being added are completed, permits are obtained, and inspections are performed and approved;**
2. **The senior living home will be staffed full-time, 24 hours a day, 7 days a week;**
3. **Visitors and staff shall park their vehicles in the driveway;**
4. **The existing two (2) car garage on the west side of the home must remain unaltered to comply with the parking requirement should this use vacate the premises;**

5. **If a private transportation vehicle is purchased in the future, the vehicle shall be parked in the garage, if it can fit, otherwise, the vehicle is parked in front of the single-car garage;**
6. **Per Section 27-723(a), no sign including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
7. **If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
8. **A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
9. **All existing and future driveways must feature curb cuts that are constructed to UG standards;**
10. **Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
11. **The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
12. **Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;**

13. **Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
14. **The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
15. **Subject to approval, a $125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,**
    Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

_____
CHRISTAL WATSON
MAYOR/CEO

Attest:

_____
Unified Government Clerk

APPROVED AS TO FORM:

_____
CHIEF COUNSEL

Unified Government of Wyandotte County/Kansas City, Kansas
Christal E. Watson, Mayor/CEO
701 North Seventh Street, Ste.926
Kansas City, Kansas 66101
(913) 573-5010

AMENDED NOTICE OF PENDING APPOINTMENT

December 15, 2025

BOARD POSITION: Kansas City Area Transportation Authority
INCUMBENT REPLACED: Daniel Silva
APPOINTING COMMISSIONER: Mayor Watson

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Mindy Rocha
TERM OF OFFICE: December 15, 2025 – December 14, 2029

SIGNATURE OF APPOINTMENT COMMISSION MEMBER

*NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITIED.

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Wyandotte/Leavenworth Advisory Council on Aging

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR APPOINTMENT

NAME OF REAPPOINTMENT: Jason Hussey

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

* NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: *Community Benefit Advisory Board

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Devaney Cole

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 1/29/28

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

*Two-year terms for this board.

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Economic Redevelopment Advisory Board

INCUMBENT REPLACED: VACANT

ADDRESS: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSIONER: Commissioner Lopez

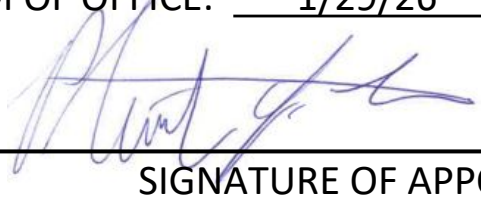
REQUEST FOR APPOINTMENT

NAME OF APPOINTMENT: Mike Gerber

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 1/29/27



SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Economic Redevelopment Advisory Board

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Aaron Moore

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Golf Advisory Board

INCUMBENT REPLACED: Jeff Manning

ADDRESS: _____

TERM EXPIRATION DATE: 12-15-25

APPOINTING COMMISSIONER: Commissioner Pacheco

REQUEST FOR APPOINTMENT

NAME OF APPOINTMENT: Ian Tomasic

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Dr. Carlos Pacheco III

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Housing Authority

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Raul Saenz Escarcega

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Landmarks Commission

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Kump

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Bill Hutton

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Kump

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Landmarks Commission

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: James Schraeder

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Law Enforcement Advisory Board (LEAB)

INCUMBENT REPLACED: Doug Hansen

ADDRESS: _____

TERM EXPIRATION DATE: 12-15-25

APPOINTING COMMISSIONER: Commissioner Lopez

REQUEST FOR APPOINTMENT

NAME OF APPOINTMENT: Mike Gerber

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/27

_____

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Law Enforcement Advisory Board

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: J'Hlesa (Nikki) Richardson

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: WyCo Library Board

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Melanie Schwartzkopf

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 8/31/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: UG Park Board

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Laura Flores

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Planning Commission and Board of Zoning Appeals

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12-15-25

APPOINTING COMMISSIONER: Commissioner Pacheco

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Jeff Carson

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Dr. Carlos Pacheco III

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Planning and Board of Zoning Appeals

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Joseph Straws

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

County Administrator's Office

David W. Johnston
County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 1/26/26

BOARD POSITION: Self-Supported Municipal Improvement District Advisory Board **(SSMID)**

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2025

APPOINTING COMMISSIONER: Commissioner Davis

REQUEST FOR REAPPOINTMENT

NAME OF REAPPOINTMENT: Michael Simmons

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 1/29/26 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

Tracking ID: 2136

Report to
Board of Commissioners

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

AGENDA ITEM #9.2.

ORDINANCE: AUTHORIZING ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS (AMERICAN ROYAL ASSOCIATION PROJECT) SERIES 2026

BACKGROUND

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (AMERICAN ROYAL ASSOCIATION PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED $250,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT FOR THE BENEFIT OF AMERICAN ROYAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS; AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS (SALES TAX EXEMPTION ONLY).

RECOMMENDATION

Approve

Pass the Ordinance submitted to the Mayor and Commission for consideration on January 29, 2026, Commission meeting to authorize issuance of the Industrial Revenue Bonds consistent with the development agreement and resolutions of intent previously adopted by the Commission.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

None

LEGAL/ POLICY CONSIDERATIONS

Prepared by Bond Counsel, Gillmore & Bell & Shelley Kneuvean, Chief Financial Officer

ATTACHMENTS

Ordinance - American Royal IRB (UG), American Royal Star IRB Bonds 2026 Summary Final 1-22-26, American Royal Star Bonds 2026 Summary Final 1-22-26, R-52-23, R-13-24, R-5-25

Approved by Mayor/Administrator to add to agenda.

ORDINANCE NO. O-____-26

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (AMERICAN ROYAL ASSOCIATION PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED $250,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT FOR THE BENEFIT OF AMERICAN ROYAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS; AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS (SALES TAX EXEMPTION ONLY).

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 (American Royal Association Project), Series 2026 (the "Bonds"), in a principal amount not to exceed $250,000,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing, and equipping commercial and recreational facilities consisting of approximately 1 million square feet of indoor and outdoor arena space, barn, education center, office, shop and storage space, and associated site work and infrastructure improvements for American Royal Association, a Missouri not-for-profit 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 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.

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 $250,000,000 (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 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 January 29, 2026 and **APPROVED AND SIGNED** by the Mayor/CEO.

_____
Christal Watson, Mayor/CEO

[SEAL]

ATTEST:

_____
Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

_____
Office of Chief Counsel

(Published in ***The Wyandotte Echo*** on February __, 2026)

SUMMARY OF ORDINANCE NO. O-____-26

On January 29, 2026, 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 (AMERICAN ROYAL ASSOCIATION PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED $250,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT FOR THE BENEFIT OF AMERICAN ROYAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS; AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS (SALES TAX EXEMPTION ONLY).

The Bonds approved by the Ordinance are being issued in the maximum principal amount stated therein for the purpose of acquiring, purchasing, constructing, furnishing, installing, and equipping commercial and recreational facilities for American Royal Association, a Missouri not-for-profit 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 2026 Bonds, as provided in the Indenture. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7th 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.

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

DATED: January 29, 2026.

_____
Office of Chief Counsel

NORTHWEST SPEEDWAY (AMERICAN ROYAL) INDUSTRIAL REVENUE BONDS

Location: North of State Avenue, east of 118th Street, north and south of Parallel Parkway

Date: 1/15/26

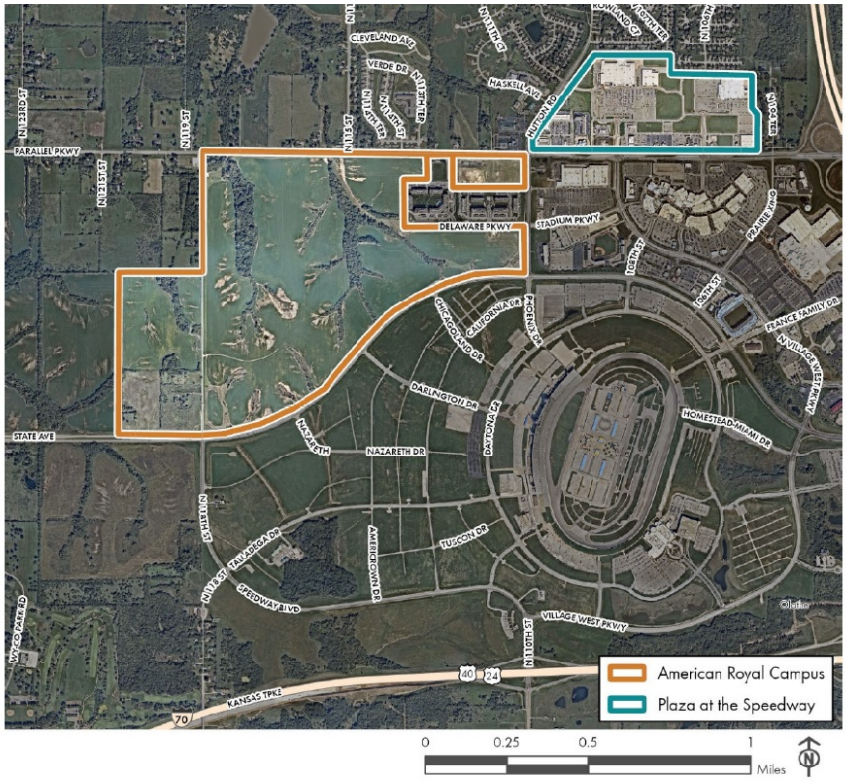
Staff: Shelley Kneuvean, Chief Financial Officer, Unified Government of Wyandotte County/City of Kansas City Kansas

ACTION REQUEST: Approve the Ordinance submitted to the Mayor and Commission for consideration on January 29, 2026, Commission meeting to authorize the sale and issuance of the Industrial Revenue Bonds consistent with the development agreement.

RECOMMENDATION: Staff recommend the Ordinance be adopted.

Project Summary

The American Royal is a not-for-profit organization focused on equestrian, animal, and agriculture education and events. In December 2016, the Unified Government approved the Northwest Speedway STAR Bond District for this area (American Royal). The District project plan first amendment was approved by the Commission in 2018, and the second amendment was approved by the Commission in 2025.

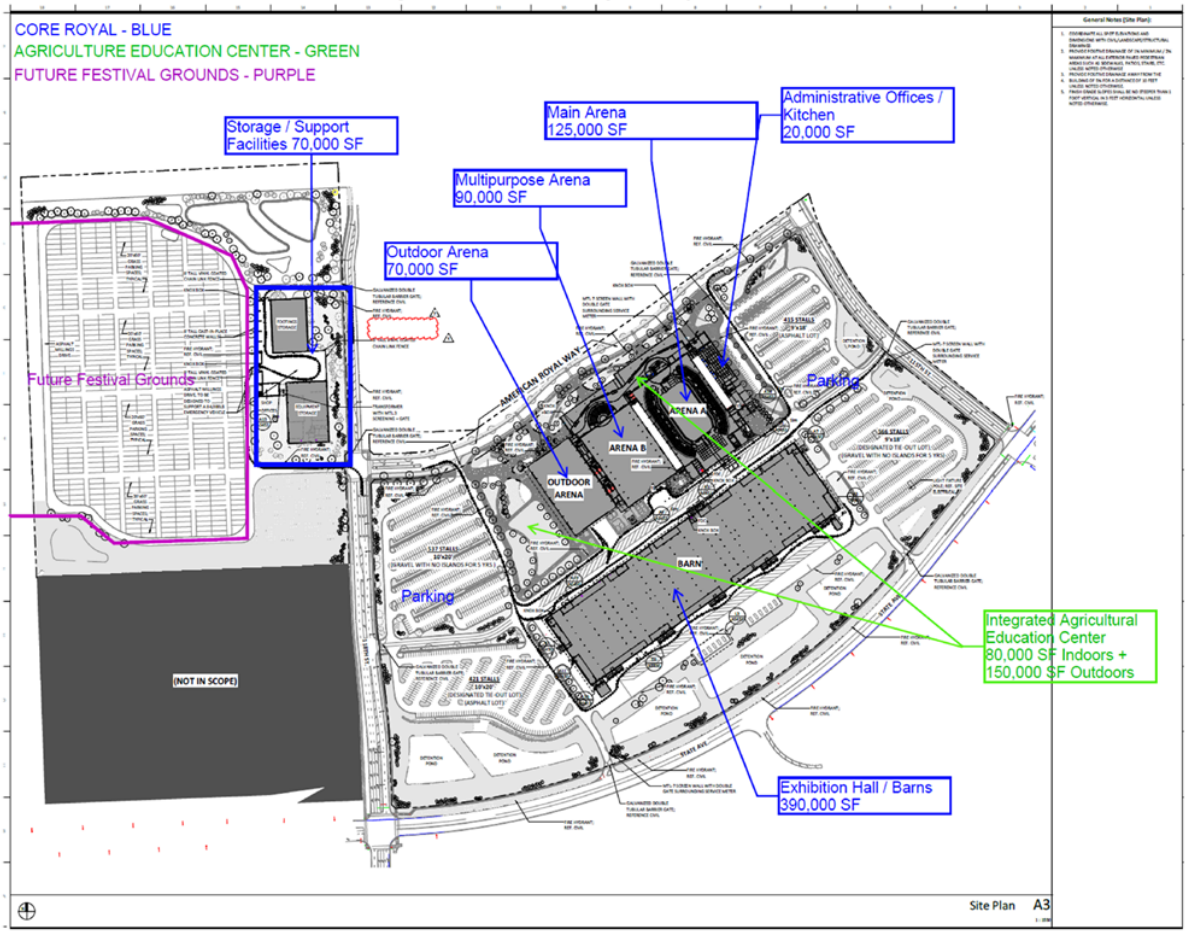


The Northwest Speedway STAR Bond District is located in western portion of Kansas City, Kansas north of State Avenue, south of Parallel Parkway, and east of 118th Street (American Royal Complex site). The District includes approximately 550 total acres at the northeast corner of

118th Street and Parallel Parkway; as well as the area north of Parallel Parkway and east of Hutton Road (Plaza at the Speedway). There are two defined areas of development, the American Royal Complex and the Plaza at the Speedway (businesses included in the Tax Increment Financing (TIF) district and other existing businesses not included in the Plaza at the Speedway TIF). The American Royal Complex includes the Core Royal, Agricultural Education Center, the festival grounds, and future development of vacant ground in the STAR Bond District.

Existing Site Under Construction

Figure 3 – American Royal Campus Site Plan



Core Royal / American Royal Complex

Phase 1 – Barns/Exhibition Hall only (2026 STAR bond issuance)

- 390,000 square foot 1,540 stalls barn and exhibition hall

Phase 2 – Remaining Core Royal (future Bond Issue)

- 2 indoor arenas seating 3,500 and 5,000 spectators respectively

- 3,500 seat outdoor arena
- 79,400 square foot education center with a 30,000 square foot event space, classrooms and auditorium
- Administrative and storage space for the American Royal non-profit organization

To the north of the planned American Royal Complex site, there is vacant ground also to be developed in the future. If there is sales tax revenue generating development on the vacant land, that will also contribute to the repayment of the bonds.

2026 IRBs

Industrial revenue bonds (IRBs) are primarily used to grant incentives for development. The two incentives available under IRBs are: (1) property tax abatement for a maximum term of 10 years, and (2) sales tax exemption on construction materials and furniture, fixtures, and equipment.

Pursuant to Resolution No. R-52-23, as later amended by Resolution Nos. R-13-24 and R-5-25 (collectively, the "Resolution of Intent"), the Commission formally expressed its intent to issue IRBs for the American Royal project solely for the purpose of providing sales tax exemption on construction materials and furniture fixtures and equipment. No property tax abatement will be granted to the project via IRBs, though the American Royal expects its project will be exempt from property taxes through separate statute.

Amount of IRBs: The maximum principal amount of the IRBs is $250M, which is representative of the American Royal's projected construction costs for the entire project (excluding certain soft costs that do not need to be included in the IRB issuance for exemption).

IRB Term: The IRBs will be outstanding for approximately five years to cover the construction period of the project.

Financial Impacts

- Sales Tax Exemption: The IRBs will allow for sales tax exemptions on materials and labor during the construction of the investment at the American Royal Complex. K.S.A. 79-3606 exempts the cost of building material and labor, as well as fixed items of machinery and equipment, from state and local sales taxes.

  Statute K.S.A. 79-3606 exempts the cost of building material and labor, as well as fixed items of machinery and equipment, from state and local sales taxes.

- Origination Fee: Pursuant to the underlying development agreement with the American Royal, the American Royal will make an IRB origination fee in excess of $5M to the Unified Government at closing of the IRBs (expected March 2026). The full Commission will determine how these one time funds will be used.

- Community Benefits Ordinance (CBO) Ordinance: Industrial Revenue Bonds (providing sales tax exemption on construction) for the Barns/Exhibition Hall, developer pays an additional one-time fee of $358,000 (approximately $179,000 paid to the Community Benefits Fund). The CBO establishes an advisory committee which will make recommendations to the Commission on how all funds will be used limited by ordinance to affordable housing, child care, and parks improvements.

- Costs of Issuance: The American Royal pays all costs of issuance of the IRBs; no costs are paid by the Unified Government.

- Repayment/Credit Risk: The American Royal is purchasing its own IRB and is obligated to make debt service payments on the IRBs through the typical IRB structure. The Unified Government is not obligated to make debt service payments on the IRBs, and the IRBs introduce no credit risk to the Unified Government.

NORTHWEST SPEEDWAY (AMERICAN ROYAL) STAR BONDS

Location: North of State Avenue, east of 118th Street, north and south of Parallel Parkway

Date: 1/15/26

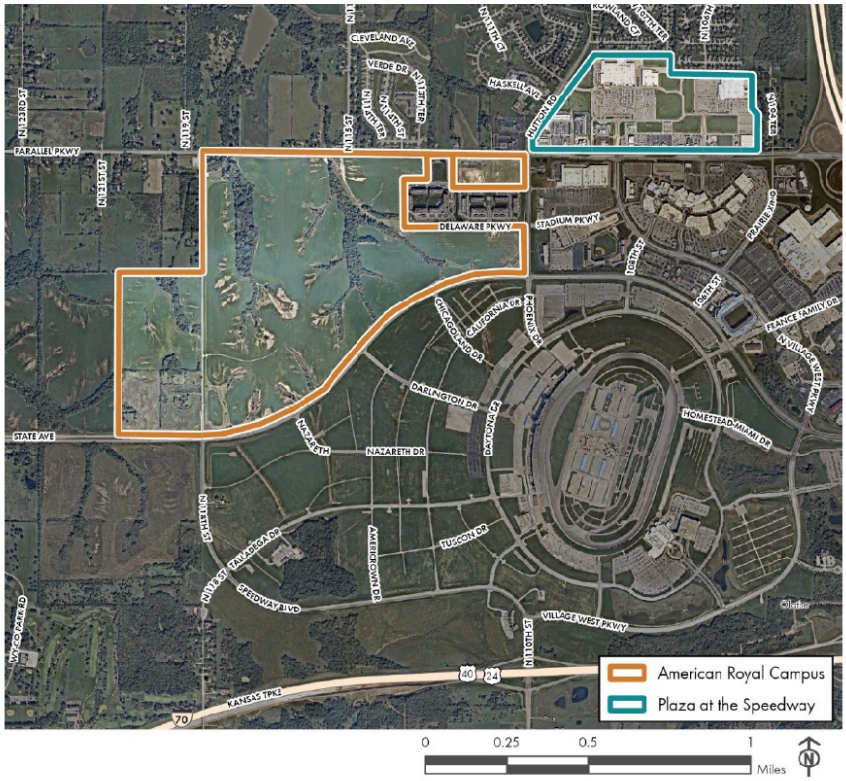
Staff: Shelley Kneuvean, Chief Financial Officer

ACTION REQUEST: Pass the Ordinance submitted to the Mayor and Commission for consideration at the January 29, 2026, Commission meeting to authorize the sale and issuance of the STAR Bonds consistent with the development agreement.

RECOMMENDATION: Staff recommend the Ordinance be adopted.

Project Summary

The American Royal is a not-for-profit organization whose purpose is to champion food and an agriculture events and programs, including nationally competitive livestock shows, the world's largest barbecue competition, regional and national equine shows, youth and professional rodeos, and elementary and secondary education. In December 2016, the Unified Government approved the Northwest Speedway STAR Bond District for this area (American Royal). The District project plan first amendment was approved by the Commission in 2018, and the second amendment was approved by the Commission in 2025.

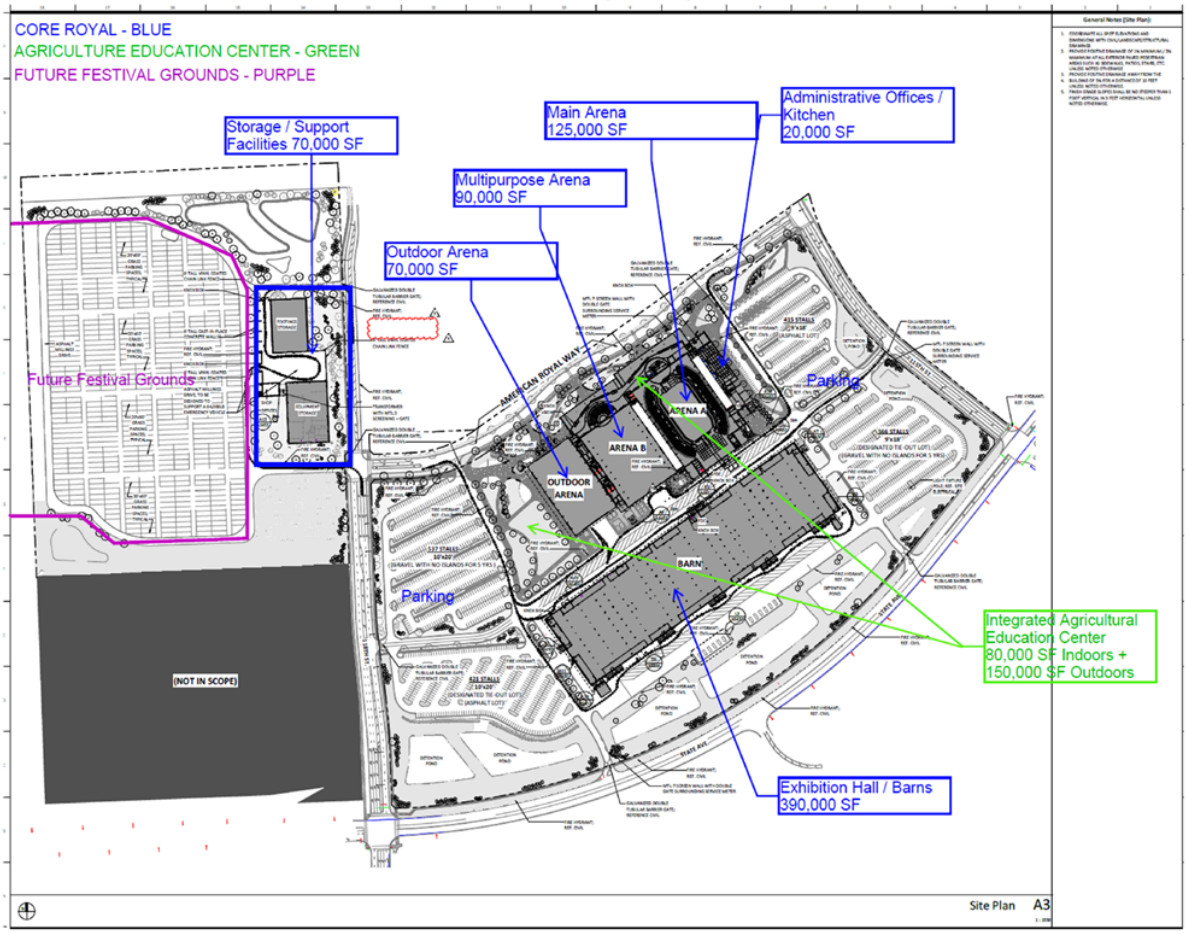


The Northwest Speedway STAR Bond District is located in western portion of Kansas City, Kansas north of State Avenue, south of Parallel Parkway, and

east of 118th Street (STAR Bonds District). The District includes approximately 550 acres at the southeast corner of 118th Street and Parallel Parkway; as well as the area north of Parallel Parkway and east of Hutton Road (Plaza at the Speedway). There are three defined areas of development, the American Royal Campus, vacant land to the north, and the Plaza at the Speedway (businesses included in the former Tax Increment Financing (TIF) district and other existing businesses not included in the Plaza at the Speedway TIF). The American Royal Project (aka Core Royal) includes the (i) Barns/Exhibition Halls and (ii) three arenas, administrative office space, Agricultural Education Center and may include future festival ground. Future development of the vacant ground in the STAR Bond District will be undertaken by other private developers.

Existing Site Under Construction

Figure 3 – American Royal Campus Site Plan



Core Royal / American Royal Campus

Phase 1 – Barns/Exhibition Hall only (2026 STAR bond issuance)

- 390,000 square foot 1,540 stalls barn and exhibition hall

Phase 2 – Remaining Core Royal (future Bond Issue)

- 2 indoor arenas seating 3,500 and 5,000 spectators respectively
- 3,500 seat outdoor arena
- 80,000 square foot education center with a 30,000 square foot event space, classrooms and auditorium
- Administrative office and storage space and event support space for the American Royal non-profit organization

To the north, east, and west of the planned American Royal Complex site, there is vacant ground owned by other third parties which also may be developed in the future. If there is sales tax revenue generating development on the vacant land, that will also contribute to the repayment of the bonds (although no STAR bond proceeds would be allocated to these developments).

Total Cost: For the construction of the American Royal Complex (Phase 1 and 2), the total cost is expected to be approximately $375 million. Of that amount, $155 million has been approved by the State of Kansas and the UG to finance through STAR bonds anticipated to be in two issuances; and the balance will be paid by private financing. The action item for the Mayor and Commission is authorizing issuance of the first bond in the maximum amount as set forth in the ordinance and as outlined below.

The development agreement requires certain minimum ratios of public and private investment (phase 1 is 50% - 50% public / private; and at full project completion it is 57.5% private and 42.5% public). These requirements will be monitored for compliance throughout the project by the Finance Department.

Community Impact: The American Royal estimates 1 million to 1.5 million annual visitors once fully constructed (according to the revenue study). Approximately 200 livestock and equine events, rodeos, trade shows, World Series of Barbecue, and educational programs will be conducted at the American Royal Complex.

2026 STAR Bonds

Maximum Amount of Bonds: Bonds generating $155 million in net project dollars were authorized by the State of Kansas and in the UG amended development agreement approved in 2025.

The first bond issuance will be marketed at the maximum principal amount and interest rates set forth in the ordinance and is currently anticipated to generate approximately **$123 million of bond proceeds (ordinance allows for some flexibility in the event the market is more desirable based on actual bids) which would net just under $95 million project dollars** (inclusive of funds held in an escrowed project account) after funding a debt service reserve fund, capitalized interest, issuance costs, and original issue discount for the Exhibition Hall / Barns of the Core Royal (Phase 1).

Allocation of the bond proceeds is estimated as follows:

Project Fund	$95 million (of which an estimated $6 million is in escrow)
Debt Service Reserves	$11.6 million
Capitalized Interest	$6.7 million
Issuance Costs	$3.1 million
Discount	$6.1 million

Preliminary estimates, subject to change based on bond market requirements.

***2026 STAR Bonds Term*:** 2026 – 2046 (twenty years)

Financial Impacts

Repayment Sources: Revenue repayment sources include the sales tax revenue generated in the District above the base for the state sales and use tax of 6.5%, 1% of the 1.625% of the city sales and use tax (excludes the EMS sales tax and Dedicated Sales Tax which will be remitted to the City of Kansas City Kansas), and KCK and County portion of the 1% of the County sales and use tax (excludes County portion of the sales tax for Bonner, Edwardsville, Lake Quivira).

Base Sales Tax from Existing Development: For Plaza at the Speedway and other existing development in the District, the State has established the base that will be remitted to the City and County:

- $5.9 million for the State
- $3.146 million for the City of Kansas City, Kansas and Wyandotte County.

These funds will be remitted to the applicable taxing districts beginning in 2026 and will not be captured to repay the STAR bonds. Only the incremental increase in the sales tax generated from growth and new businesses will be used to repay the bonds.

Existing development included in the base is a 560,000 square foot commercial development referred to as the Plaza at the Speedway (PATs) anchored by Walmart, Sam's Club, and Kohls as well as Homewood Suites and Candlewood Suites and numerous restaurants as well as certain open and operating businesses to the west of Candlewood Suites and north of Parallel Parkway, but not included in the previous PATs Tax Increment Financing District (Gas Station, Danny's Bar & Grill and balance of the businesses located in the strip mall).

***Estimated Sales Tax from New Development*:** The revenue study estimates that Phase 1 sales related to the new development in Core Royal are estimated to be $19.6 million in 2026 and nearly $54 million in 2027. This would generate approximately

Once Phase 2 is completed annual sales are expected to increase to from nearly $70 million in 2028 to approximately $91.8 million by 2031 and grow annually thereafter. An updated

revenue study will be conducted prior to issuing the final portion of the bonds (up to the total of $155 million to the project fund).

This is in addition to the growth of existing businesses in Plaza at the Speedway and the additional future development expected to occur elsewhere in STAR Bond District.
* Source, Revenue Study, PGAV Planners, January 2026

Costs of Issuance: The costs of issuance are paid through the bonds; no costs are paid by the Unified Government.

Repayment/Credit Risk: The Unified Government is not obligated to make debt service payments on the STAR bonds, and the STAR bonds introduce no credit risk to the Unified Government.

Other Key Development Agreement Provisions

- Approves up to total of $155 million in net proceeds from the STAR bonds for the project in multiple bond issuances (Phase 1 estimated $95 million and Phase 2 $60 million)

- Upon first issuance of STAR bonds for Phase 1 (2026), 3 years to complete the rest of the American Royal Project (Phase 2)

- Industrial Revenue Bonds (providing sales tax exemption on construction) for the Barns/Exhibition Hall and remainder of the American Royal Project; initially up to $250 million; developer pays an origination fee for these IRBs of $5 million and UG origination fee of $358,000 (approximately $179,000 paid to the Community Benefits Fund)

- Community Improvement District of additional sales tax 1% for pay-as-you go financing for eligible expenses for 22 years (no bonds)

- Includes annual payments in the amount of $1.3 million to the UG 2026 through 2044 or until the bonds are repaid, estimated to be $25 million (in addition to the $5 million IRB origination fee)

    - Commission five members recommending committee comprised of Mayor, Economic Development & Finance Committee chair and 1 member selected by the balance of the committee; and Public Works & Public Safety Committee chair and 1 member selected by the balance of the committee. The subcommittee will make a recommendation for the use of the one-time $5 million fee related to the IRBs and the annual $1.3 million payment from the American Royal. This will be submitted and considered by the full Commission who will make the final decision.

Future Actions

- Future Commission approval of the remaining $60 million (up to total of $155 million) in net proceeds from the STAR bonds for the project in multiple bond issuances.

RESOLUTION NO. R-52-23

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED $250,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES FOR THE BENEFIT OF THE AMERICAN ROYAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer 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 Issuer 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, American Royal Association, a Missouri not-for-profit corporation (the "Company"), has submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Issuer finance the cost of acquiring, constructing and equipping commercial and recreational facilities consisting of approximately 1 million square feet of indoor and outdoor arena space, barn, education center, office, shop and storage space, and associated site work and infrastructure improvements, all as more fully described in the Application and approved final development plans (the "Project") through the issuance of its industrial revenue bonds in the principal amount not to exceed $250,000,000 (the "Bonds"), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed $250,000,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

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

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer 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 approximately located in the vicinity of 118th Street and State Avenue, all as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed $250,000,000, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Issuer expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Issuer; (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 Issuer and take or cause to be taken such other action as may be required to implement the aforesaid.

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

Section 5. 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 acceptable to the Issuer.

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

Section 7. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any the Bonds shall contain substantially the following disclaimer:

> NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE ISSUER CONTAINED UNDER THE CAPTIONS "THE ISSUER" AND "LITIGATION - THE ISSUER" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. 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 Issuer will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 9. No Reliance on Resolution. Kansas law provides that the Issuer may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Issuer 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 10. Termination of Resolution. This Resolution shall terminate on March 31, 2024 unless (i) an amended and restated development agreement (or a substantive amendment to the current development agreement) (a "Development Agreement") between the Issuer and Company has been approved by the Governing Body of the Issuer, (ii) a third-party feasibility study relating to the Company's request for the issuance of sales tax revenue (STAR) bonds for the Project has been completed; and (c) a STAR bond project plan for the Project has been adopted by the Issuer. The Issuer, upon the written request of the Company, may extend this time period.

Thereafter, this Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project or as otherwise set forth in the Development Agreement. The Issuer, upon the written request of the Company, may extend this time period.

In the event this Resolution is terminated before the issuance of the Bonds as provided above, unless an amendment to this Resolution or a new resolution is adopted by the Issuer's Governing Body within thirty (30) days following the date of such termination, the Company shall repay any sales tax actually exempted for the Project using the project exemption certificate issued as a result of this Resolution upon the expiration of such thirty (30) day period, and the Company will no longer be entitled to utilize the sales tax exemption certificate relating to the Bonds and the Project.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the Issuer and the Company. The Issuer may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, 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 Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Issuer.

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ADOPTED this 17 day of August, 2023.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Mayor/CEO

[SEAL]

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
Office of Chief Counsel

[Unified Government Letterhead]

August ____, 2023

American Royal Association
Attn: Executive Director
1701 American Royal Court
Kansas City, Missouri 64102

Re: Agreements re: Conditions for Resolution of Intent (the "ROI") to Issue not-to-exceed $250,000,000 of Industrial Revenue Bonds in Connection with the American Royal Project (the "Project")

Ladies and Gentlemen:

In connection with your request for the UG to approve the ROI, a copy of which is attached hereto as Exhibit A, for the Project before we have fully negotiated and approved amendments to the STAR Bond Project Plan and the American Royal Development Agreement executed on November 2, 2017 (as amended, the "Development Agreement"), we have agreed that approval of the ROI will be subject to each of the following conditions:

1. Immediately following any approval of the ROI, the UG and Developer will work expeditiously and in good faith to execute and deliver an amended and restated development agreement or a substantive amendment to the current Development Agreement (the "Amendment"). If such Amendment is not executed and delivered on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated. The UG's Commission retains sole discretion of the approval of any such Amendment.

2. Immediately following any approval of the ROI, Developer will work expeditiously with the Kansas Department of Commerce to procure and pay for a feasibility study for the Project (the "Feasibility Study"). If such Feasibility Study is not finalized and delivered on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated.

3. Immediately following any approval of the ROI, the UG and Developer will work expeditiously and in good faith to execute and deliver a new STAR Bond Project Plan or a substantive amendment to the current STAR Bond Project Plan (the "Project Plan"). If such Project Plan is not approved by the UG's Commission, in its sole discretion, on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated. The UG's Commission retains sole discretion of the approval of any such Project Plan.

In addition, promptly following approval of the ROI, of the UG and Developer will work expeditiously and in good faith to execute and deliver an amendment to the UG Cost Funding Agreement dated as of February 28, 2017, as amended by that certain First Amendment to UG Cost Funding Agreement dated as of October 10, 2018 (the "Funding Agreement") reconciling funding previously provided by the Developer under the Funding Agreement and, if necessary, providing additional funding to work on all of the conditions referenced above.

By counter-signing in the space provided below, the Developer is acknowledging and agreeing to all of the conditions described herein and as set forth in the ROI.

Very Truly Yours,

David Johnston
County Administrator

ACKNOWLEDGED AND AGREED:

AMERICAN ROYAL ASSOCIATION, a Missouri non-profit corporation

Name: _____

Title: _____

Date: _____

STANDING COMMITTEES AGENDA ITEM NO. 2

Staff Request for Commission Action

Tracking No. 212639

APPROVED BY
UNIFIED BOARD OF COMMISSIONERS

Full Commission Meeting Date: 8.17.23
Committee: Economic Development & Finance

Date of Standing Committee Action: (If none, please explain):	AUG 17 2023

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/14/2023	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description:
Resolution approving the intent of the UG to issue Industrial Revenue Bonds in the aggregate amount not to exceed $250,000,000 to finance the costs of acquiring, constructing, and equipping commercial and recreational facilities for the benefit of the American Royal Association and its successors and assigns (Sales Tax Exemption Only), submitted by Jeff Conway, Assistant Counsel.

Action Requested:
Fast-track to the Full Commission on August 17, 2023.

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

Attachments List:
Resolution of Intent - American Royal (UG)-c, Letter to the American Royal Association-c

RESOLUTION NO. R- 13 -24

RESOLUTION AMENDING CERTAIN PROVISIONS OF RESOLUTION NO. R-52-23 PREVIOUSLY ADOPTED BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHICH DETERMINED THE INTENT TO ISSUE INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF NOT TO EXCEED $250,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES FOR THE BENEFIT OF THE AMERICAN ROYAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer 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 Issuer is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue 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, the American Royal Association, a Missouri not-for-profit corporation (the "Company"), previously submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Issuer finance the cost of acquiring, constructing, improving and equipping certain commercial and recreational facilities as more fully described in the Application to be approximately located in the vicinity of 118th Street and State Avenue (collectively, the "Project") through the issuance of its revenue bonds in one or more series in the amount of not to exceed $250,000,000 (the "Bonds"), and to lease the Project to the Company or its successors and assigns in accordance with the Act; and

WHEREAS, the governing body of the Issuer previously adopted Resolution No. R-52-23 (the "Resolution of Intent") determining the Issuer's intent to issue the Bonds; and

WHEREAS, pursuant to the Company's letter to the Issuer dated February 27, 2024, the Company requested amending certain terms of the Resolution of Intent; and

WHEREAS, the governing body of the Issuer hereby finds and determines to be advisable and in the interest and for the welfare of the Issuer to amend the Resolution of Intent as set forth herein.

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

Section 1. Amendments. Section 10 of the Resolution of Intent is hereby deleted in its entirety and amended as follows:

> **Section 10. Termination of the Resolution.** This Resolution shall terminate on July 31, 2024 unless (i) an amended and restated development agreement (or a substantive amendment to the current development agreement) (a "Development Agreement") between the Issuer and Company has been approved by the Governing Body of the Issuer, (ii) a third-party feasibility study relating to the Company's request for the issuance of sales tax revenue (STAR) bonds for the Project has been completed; and (c) a new or amended STAR bond

project plan for the Project has been adopted by the Issuer. The Issuer, upon the written request of the Company, may extend this time period.

Thereafter, this Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project or as otherwise set forth in the Development Agreement. The Issuer, upon the written request of the Company, may extend this time period.

In the event this Resolution is terminated before the issuance of the Bonds as provided above, unless an amendment to this Resolution or a new resolution is adopted by the Issuer's Governing Body within thirty (30) days following the date of such termination, the Company shall repay any sales tax actually exempted for the Project using the project exemption certificate issued as a result of this Resolution upon the expiration of such thirty (30) day period, and the Company will no longer be entitled to utilize the sales tax exemption certificate relating to the Bonds and the Project.

Section 2. Effectiveness of Resolution of Intent. Except as amended herein, all other provisions of the Resolution of Intent are hereby ratified and shall remain in full force and effect.

Section 3. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, 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 Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer.

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ADOPTED BY THE COMMISSION OF THE UNIFIED GOVENMENTOF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON MARCH 28, 2024.

(Seal)

By: _____
Mayor/CEO

Attest:

By: _____
Unified Government Clerk (Interim)

Approved as to form:

By: _____
Acting Office of Chief Counsel

CONSENT AGENDA ITEM NO. 2

Tracking ID: 213023

Report to
Full Commission

APPROVED BY
UNIFIED BOARD OF COMMISSIONERS
MAR 2 8 2024

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

AGENDA ITEM #X.2.
APPROVAL: EXTENSION OF DEADLINE TO ISSUE INDUSTRIAL REVENUE BONDS (ADDED PER AGENDA UPDATE)
SYNOPSIS
Approval of an extension of certain deadlines to issue industrial revenue bonds related to the American Royal Project to July 31, 2024, submitted by Jeff Conway, Assistant Counsel.
BACKGROUND
Approval of an extension of certain deadlines to issue industrial revenue bonds related to the American Royal Project to July 31, 2024, submitted by Jeff Conway, Assistant Counsel.
RECOMMENDATION
Approve
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
3.4.24
IT/POLICY CONSIDERATIONS
PROCUREMENT CONSIDERATIONS
3.26.24
LEGAL CONSIDERATIONS
ATTACHMENTS
American Royal - Letter Regarding IRB Resolution of Intent 2.27.24-c

Approved by Mayor and Administrator to add to agenda:

David Johnston, County Administrator Dated:

1701 American Royal Court, Kansas City, MO 64102 • (816) 221-9800

February 27, 2024

Jackie McClaskey
jackiem@americanroyal.com

VIA E-MAIL

Unified Government - County Administrator's Office
701 North 7th St., Suite 945
Attn: David W. Johnston, County Administrator
djohnston@wycokck.org

Re: Agreements re: Conditions for Resolution of Intent (the "ROI") to Issue not-to-exceed $250,000,000 of Industrial Revenue Bonds in Connection with the American Royal Project (the "Project")

Dear Mr. Johnston,

We are writing in regard to your letter dated August 21, 2024, as acknowledged and agreed to by the American Royal Association (the "Royal") as of August 18, 2023 (the "Letter"). The Royal continues to work expeditiously and in good faith to finalize and deliver the Feasibility Study, as a condition precedent to executing and delivering the Project Plan and Amendment (as those terms are defined in the Letter). As those items will not be finalized, executed and delivered prior to the March 31, 2024 date specified in the Letter, however, we are respectfully requesting an extension of that date to July 31, 2024. We would appreciate if this request can be "blue sheeted" onto the March 4, 2024 Economic Development and Finance Committee agenda, for consideration as part the Administrator's agenda at the March 28, 2024 Full Commission meeting.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Jackie McClaskey

Jackie McClaskey,
President and CEO

cc: Tom Burroughs (via e-email)

RESOLUTION NO. R-5-25

RESOLUTION AMENDING RESOLUTION NO. R-52-23 PREVIOUSLY ADOPTED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, DETERMINING ITS INTENT TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED $250,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES FOR THE BENEFIT OF THE AMERICAN ROYAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer 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 Issuer 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, the governing body of the Issuer adopted Resolution No. R-52-23 on August 17, 2023 (as amended, the "Original Resolution of Intent") determining the intent of the Issuer to issue its industrial revenue bonds, to finance the cost of acquiring, constructing and equipping commercial and recreational facilities consisting of approximately 1 million square feet of indoor and outdoor arena space, barn, education center, office, shop and storage space, and associated site work and infrastructure improvements, all as more fully described in the Application (as defined in the Original Resolution of Intent) and approved final development plans (the "Project"), in the principal amount not to exceed $250,000,000 (the "Bonds"), for the benefit of the American Royal Association, a Missouri not for profit corporation (the "Company"); and

WHEREAS, on March 28, 2024, and August 1, 2024, the governing body of the Issuer approved extensions of certain deadlines set forth in the Original Resolution of Intent, and, at the request of the Company, now desires to amend the Original Resolution of Intent to further adjust certain deadlines set forth therein.

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

Section 1. Amendment. Section 10 of the Original Resolution of Intent is hereby amended to read as follows:

> **Section 10. Termination of Resolution.** This Resolution shall terminate (a) three years from the date of the adoption of this Resolution unless the Bonds have been issued for the Project or (b) as otherwise set forth in the Development Agreement. The Issuer, upon the written request of the Company, may extend this time period.

In the event this Resolution is terminated before the issuance of the Bonds as provided above, unless an amendment to this Resolution or a new resolution is adopted by the Issuer's Governing Body within thirty (30) days following the date of such termination, the Company shall repay any sales tax actually exempted for the Project using the project exemption certificate issued as a result of this Resolution upon the expiration of such thirty (30) day period, and the Company will no longer be entitled to utilize the sales tax exemption certificate relating to the Bonds and the Project.

Section 2. Effectiveness of Original Resolution of Intent. Except as amended herein, all other provisions of the Original Resolution of Intent are hereby ratified and shall remain in full force and effect.

Section 3. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, 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 Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer.

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ADOPTED this 30th day of January, 2025.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Tyrone Garner, Mayor/CEO

[SEAL]

ATTEST:

_____
Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:

_____
Office of Chief Counsel

Tracking ID: 2139

Report to
Board of Commissioners

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

AGENDA ITEM #9.3.

ORDINANCE: ISSUING NORTHWEST SPEEDWAY STAR BONDS

BACKGROUND

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX SPECIAL OBLIGATION REVENUE BONDS (NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT) SERIES 2026 IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED $123,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN COSTS RELATING TO THE SECOND AMENDED AND RESTATED NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT PLAN; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

RECOMMENDATION

Approve

Pass the Ordinance submitted to the Mayor and Commission for consideration at the January 29, 2026, Commission meeting to authorize the sale and issuance of the STAR Bonds consistent with the development agreement.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

None

LEGAL/ POLICY CONSIDERATIONS

Prepared by Bond Counsel, Gillmore & Bell and Shelley Kneuvean, CFO

ATTACHMENTS

Bond Ordinance - American Royal 2026 (UG), American Royal Star Bonds 2026 Summary Final 1-15-26, Indenture - American Royal 2026 (UG), UG - Series 2026 Purchase Contract, Tax Distribution Agreement - American Royal 2026 (UG), UG - Series 2026 Issuer's CDA, Tax Compliance Agreement - American Royal 2026 (UG)

Approved by Mayor/Administrator to add to agenda.

ORDINANCE NO. O-___-26

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX SPECIAL OBLIGATION REVENUE BONDS (NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT) SERIES 2026 IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED $123,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN COSTS RELATING TO THE SECOND AMENDED AND RESTATED NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT PLAN; AUTHORIZING AND APPROVING THE EXECUTION OF 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 a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class; and

WHEREAS, the Issuer desires to promote, stimulate and develop the general and economic welfare of the Issuer and the State of Kansas (the "State") and to assist in the development and redevelopment of eligible areas within the Issuer, thereby promoting the general welfare of the citizens of the State and the Issuer, by providing for the development and redevelopment thereof and the financing relating thereto, all pursuant to the provisions of the STAR Bonds Financing Act, K.S.A. 12-17,160, *et seq*., as amended (the "Act"); and

WHEREAS, on October 27, 2016, the Governing Body adopted Resolution No. R-78-16 establishing its intent to create a STAR bond project district known as the "Northwest Speedway STAR Bond District" within the City of Kansas City, Kansas (the "STAR Bond District"); and

WHEREAS, on December 14, 2016, the Secretary of Commerce (the "Secretary") determined that the STAR Bond District is an "eligible area" under the provisions of the Act; and

WHEREAS, on December 15, 2016, the Governing Body passed Ordinance No. O-75-16, which created the STAR Bond District and approved a STAR Bond Project District Plan; and

WHEREAS, on October 26, 2017, the Governing Body passed Ordinance No. O-62-17 approving the Northwest Speedway STAR Bond District Project Plan for the STAR Bond District dated March 31, 2017 (the "Original Project Plan"), which provided for the redevelopment of the STAR Bond District as described therein; and

WHEREAS, on December 6, 2018, the Governing Body passed Ordinance No. O-52-18 approving the Northwest Speedway STAR Bond District Amended STAR Bond Financing Project Plan dated November 28, 2018 (the "First Amended Project Plan"), which constituted a substantial change to the Original Project Plan under the Act and which repealed and replaced the Original Project Plan in its entirety; and

WHEREAS, on April 24, 2025, the Governing Body passed Ordinance No. O-52-25 approving the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated December 1, 2024 (the "Project Plan"), which constituted a substantial change to the

First Amended Project Plan under the Act and which repealed and replaced the First Amended Project Plan in its entirety; and

WHEREAS, on December 30, 2025, the Secretary approved the redevelopment of the STAR Bond District as described in the Project Plan as a "STAR bond project" within the meaning of the Act, and approved the issuance of up to $155,000,000 of STAR Bonds (exclusive of approved financing costs) to be issued to implement the Project Plan; and

WHEREAS, pursuant to the Act, the Issuer is authorized to issue its Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) (the "Series 2026 Bonds"), for the purpose of implementing the Project Plan by providing funds to (a) finance a portion of the Costs of the Project (as defined in the hereinafter-defined Bond Indenture), (b) fund a deposit to the Debt Service Reserve Fund established under the Bond Indenture, (c) fund a deposit to the Capitalized Interest Fund established under the Bond Indenture, and (d) pay certain costs related to the issuance of the Series 2026 Bonds; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the Series 2026 Bonds to provide funds for the purposes described herein in the manner provided in the Act and pursuant to the provisions of the Bond Indenture, will serve one or more of the public purposes set forth in the Act and will promote, stimulate and develop the general and economic welfare of the Issuer; and

WHEREAS, the Governing Body further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2026 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 ISSUER, AS FOLLOWS:

Section 1. Authorization of the Series 2026 Bonds. The Issuer is hereby authorized to issue and sell the Series 2026 Bonds in an aggregate original principal amount not to exceed $123,000,000, the proceeds of which will be used to (a) pay Costs of the Project in an amount not to exceed $95,000,000, (b) fund a debt service reserve fund for the Series 2026 Bonds, (c) fund capitalized interest on the Series 2026 Bonds, and (d) pay certain costs related to the issuance of the Series 2026 Bonds. The Series 2026 Bonds shall bear interest at rates not to exceed the maximum rate permitted by law (i.e., the yield on the 10-year U.S. Treasury bonds plus 3%). The final maturity of the Series 2026 Bonds shall be no later than 20 years after the issuance date thereof. The underwriter's discount shall be not more than 1.75% of the principal amount of the Series 2026 Bonds.

The Series 2026 Bonds shall be issued and secured pursuant to the herein authorized Bond Indenture and shall bear such dates, shall be in such denominations, shall be in such forms, shall mature on the dates and in the principal amounts and maturity amounts, and shall be subject to redemption on the dates and in the principal amounts and at the prices as provided in the Bond Indenture and Bond Purchase Contract (as hereinafter defined), including special mandatory redemption from excess revenues, and shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are set forth in the Bond Indenture. The Series 2026 Bonds shall be sold and delivered to the order of the purchaser thereof, in accordance with the terms and conditions of the Bond Purchase Contract, at such prices as are set forth therein.

The Series 2026 Bonds, together with interest and premium, if any, thereon are not general obligations of the Issuer but are limited obligations payable solely from the trust estate pledged to the

payment thereof under the Bond Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Series 2026 Bonds be payable out of any funds or properties other than those pledged or acquired under the Bond Indenture, and the Series 2026 Bonds shall not be deemed to constitute a debt or liability of the State, the Issuer or of any political subdivision thereof and the issuance of the Series 2026 Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Series 2026 Bonds, the Bond Indenture, the proceedings of the Issuer authorizing the Series 2026 Bonds or the Act shall be construed to be a debt or loan of credit of the Issuer, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to the Governing Body at this meeting, and the Issuer is hereby authorized to execute and deliver each of such documents (the "Issuer Documents") with such changes therein as shall be approved by the officer or officers of the Issuer executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the Issuer's approval thereof:

(a) Bond Trust Indenture dated as of the date set forth therein (the "Bond Indenture"), between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"), authorizing the issuance of the Series 2026 Bonds.

(b) Bond Purchase Contract dated the date stated therein (the "Bond Purchase Contract"), between the Issuer and Piper Sandler & Co., Leawood, Kansas (the "Underwriter"), relating to the purchase of the Series 2026 Bonds.

(c) Tax Distribution Agreement dated as of the date set forth therein (the "Tax Distribution Agreement") among the Issuer, the Trustee and the other parties named therein, which provides for certain distributions of tax revenues for the benefit of the Series 2026 Bonds and any other bonds that may be issued by the Issuer in the future pursuant to the Bond Indenture.

(d) Issuer's Continuing Disclosure Agreement dated as of the date stated therein between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as dissemination agent, relating to the Series 2026 Bonds.

(e) Tax Compliance Agreement dated as of the date set forth therein, between the Issuer and the Trustee, relating to the Series 2026 Bonds.

Section 3. Approval of Use of Official Statement. The Issuer hereby approves the use of the Preliminary Official Statement, from which a final Official Statement shall be drafted (collectively, the "Official Statement"), in connection with the sale of the Series 2026 Bonds, in substantially the form presented to the Issuer, with such changes therein as shall be necessary to provide for the execution of such document by the Issuer, such officer's signature thereon being conclusive evidence of their approval and the Issuer's approval thereof.

The Official Statement and the use and distribution thereof by the Underwriter is hereby approved. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Mayor/CEO or County Administrator of the Issuer is hereby authorized and directed to deem the Official Statement to be "final" as of its respective dates, except for the omission of such information as is permitted by the Rule, and, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other

documents as the Mayor/CEO or County Administrator of the Issuer in such official's reasonable judgment may deem necessary to enable the Underwriter to comply with the requirements of such Rule.

Section 4. Execution of Series 2026 Bonds and Documents. The Mayor/CEO of the Issuer is hereby authorized and directed to execute the Series 2026 Bonds and to deliver the Series 2026 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 Bond Indenture. The Mayor/CEO or County Administrator of the Issuer is hereby authorized and directed to execute the Issuer 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, with such changes as such official deems necessary or appropriate, 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 Series 2026 Bonds, the Issuer 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.

Section 5. Further Authority. The Issuer shall, and the officers, employees and agents of the Issuer are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, including without limitation documents relating to the qualifications of the Series 2026 Bonds under the "blue sky" laws of the various states of the United States of America (excluding any written consent to suit or any written consent to service of process in any jurisdiction), documents necessary to obtain approvals of the Secretary and the Secretary of Revenue of the State as required by law, any agreements with respect to the investment of funds held under the Bond Indenture, 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 Series 2026 Bonds and the Issuer Documents.

Section 6. Electronic Transactions. The issuance of the Series 2026 Bonds and the transactions related thereto and described herein may be conducted and related documents may be executed, sent, received, and 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 7. Severability. The provisions of this Ordinance shall not be severable.

Section 8. Effective Date. This Ordinance shall take effect and be in full force after its passage by the Issuer and publication once (or a summary hereof) in the official newspaper of the Issuer.

PASSED by the governing body of the Issuer this 29th day of January, 2026.

_____
Christal Watson, Mayor/CEO

(Seal)

ATTEST:

_____
Monica Sparks, Unified Government Clerk

Approved as to Form:

_____
Office of Chief Counsel

(Published in *The Wyandotte Echo* on February __, 2026)

SUMMARY OF ORDINANCE NO. O-___-26

On January 29, 2026, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX SPECIAL OBLIGATION REVENUE BONDS (NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT) SERIES 2026 IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED $123,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN COSTS RELATING TO THE SECOND AMENDED AND RESTATED NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT PLAN; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The Ordinance authorizes the Issuer to issue its Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) in the aggregate original principal amount not to exceed $123,000,000 (the "Bonds"), for the purpose of financing certain costs relating to a STAR Bond project within a STAR Bond Project District created by the Issuer. The Bonds are special obligations of the Issuer payable from incremental sales tax revenues received from properties within the District.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7th Street, Kansas City, Kansas 66101. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wycokck.org.

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

DATED: January 29, 2026

_____

Office of Chief Counsel

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON JANUARY 29, 2026

The governing body of the Unified Government of Wyandotte County/Kansas City, Kansas met in regular session at the Board of Commissioners Chambers in Kansas City, Kansas at 7:00 p.m. on January 29, 2026, the following members being present and participating:

Name	Title	Present/Absent
Christal Watson	Mayor/CEO	
Melissa Bynum	Commissioner	
Andrew Kump	Commissioner	
Jermaine Howard	Commissioner	
Bill Burns	Commissioner	
Christian Ramirez	Commissioner	
Dr. Evelyn Hill	Commissioner	
Carlos Pacheco III	Commissioner	
Philip J. Lopez	Commissioner	
Chuck Stites	Commissioner	
Andrew Davis	Commissioner	

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX SPECIAL OBLIGATION REVENUE BONDS (NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT) SERIES 2026 IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED $123,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN COSTS RELATING TO THE SECOND AMENDED AND RESTATED NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT PLAN; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____

_____

Nay: _____

The Mayor/CEO declared said Ordinance to be duly passed by the governing body, and the Ordinance was then duly numbered Ordinance No. O-____-26, was signed by the Mayor/CEO and attested by the Unified Government Clerk, and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the Unified Government.

* * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____

Monica Sparks
Unified Government Clerk

NORTHWEST SPEEDWAY (AMERICAN ROYAL) STAR BONDS

Location: North of State Avenue, east of 118th Street, north and south of Parallel Parkway

Date: 1/15/26

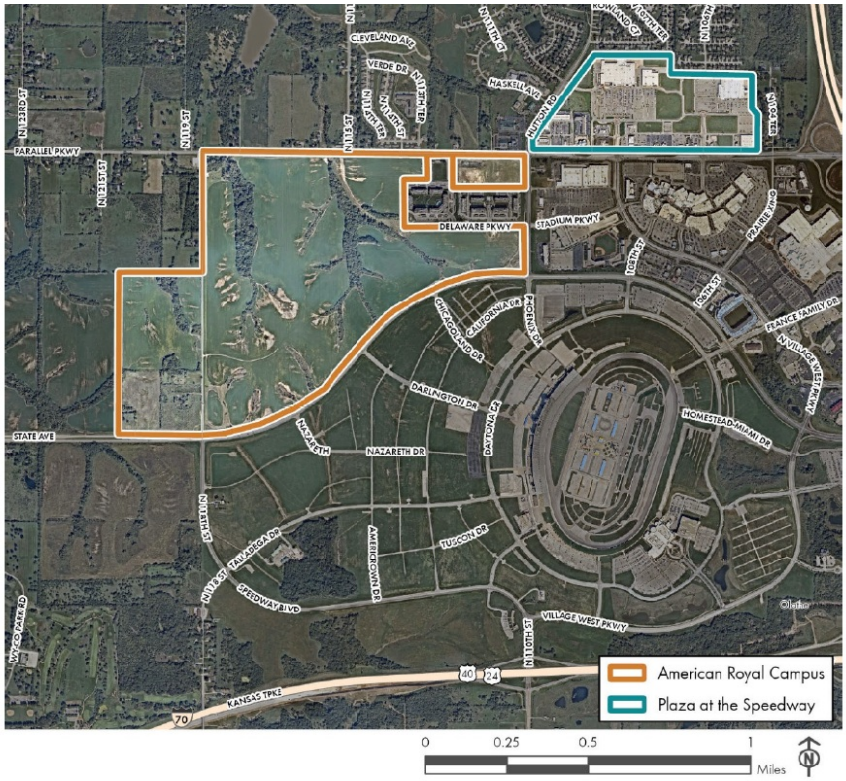
Staff: Shelley Kneuvean, Chief Financial Officer

ACTION REQUEST: Pass the Ordinance submitted to the Mayor and Commission for consideration at the January 29, 2026, Commission meeting to authorize the sale and issuance of the STAR Bonds consistent with the development agreement.

RECOMMENDATION: Staff recommend the Ordinance be adopted.

Project Summary

The American Royal is a not-for-profit organization whose purpose is to champion food and an agriculture events and programs, including nationally competitive livestock shows, the world's largest barbecue competition, regional and national equine shows, youth and professional rodeos, and elementary and secondary education. In December 2016, the Unified Government approved the Northwest Speedway STAR Bond District for this area (American Royal). The District project plan first amendment was approved by the Commission in 2018, and the second amendment was approved by the Commission in 2025.

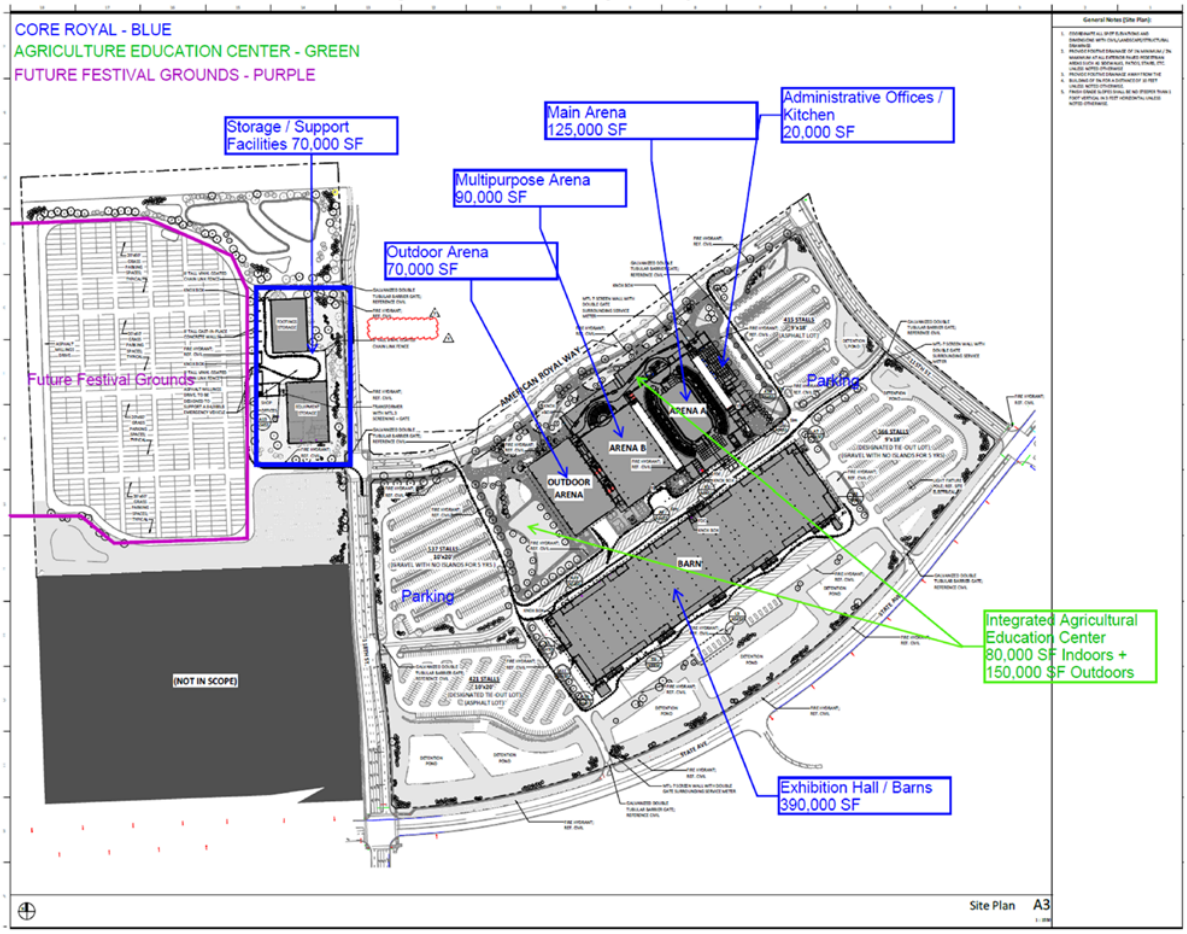


The Northwest Speedway STAR Bond District is located in western portion of Kansas City, Kansas north of State Avenue, south of Parallel Parkway, and

east of 118th Street (STAR Bonds District). The District includes approximately 550 acres at the southeast corner of 118th Street and Parallel Parkway; as well as the area north of Parallel Parkway and east of Hutton Road (Plaza at the Speedway). There are three defined areas of development, the American Royal Campus, vacant land to the north, and the Plaza at the Speedway (businesses included in the former Tax Increment Financing (TIF) district and other existing businesses not included in the Plaza at the Speedway TIF). The American Royal Project (aka Core Royal) includes the (i) Barns/Exhibition Halls and (ii) three arenas, administrative office space, Agricultural Education Center and may include future festival ground. Future development of the vacant ground in the STAR Bond District will be undertaken by other private developers.

Existing Site Under Construction

Figure 3 – American Royal Campus Site Plan



Core Royal / American Royal Campus

Phase 1 – Barns/Exhibition Hall only (2026 STAR bond issuance)

- 390,000 square foot 1,540 stalls barn and exhibition hall

Phase 2 – Remaining Core Royal (future Bond Issue)

- 2 indoor arenas seating 3,500 and 5,000 spectators respectively
- 3,500 seat outdoor arena
- 80,000 square foot education center with a 30,000 square foot event space, classrooms and auditorium
- Administrative office and storage space and event support space for the American Royal non-profit organization

To the north, east, and west of the planned American Royal Complex site, there is vacant ground owned by other third parties which also may be developed in the future. If there is sales tax revenue generating development on the vacant land, that will also contribute to the repayment of the bonds (although no STAR bond proceeds would be allocated to these developments).

Total Cost: For the construction of the American Royal Complex (Phase 1 and 2), the total cost is expected to be approximately $375 million. Of that amount, $155 million has been approved by the State of Kansas and the UG to finance through STAR bonds anticipated to be in two issuances. The action item for the Mayor and Commission is authorizing issuance of the first bond in the maximum amount as set forth in the ordinance and as outlined below.

The development agreement requires certain minimum ratios of public and private investment (phase 1 is 50% - 50% public / private; and at full project completion it is 57.5% private and 42.5% public). These requirements will be monitored for compliance throughout the project by the Finance Department.

Community Impact: The American Royal estimates 1 million to 1.5 million annual visitors once fully constructed (according to the revenue study). Approximately 200 livestock and equine events, rodeos, trade shows, World Series of Barbecue, and educational programs will be conducted at the American Royal Complex.

2026 STAR Bonds

Maximum Amount of Bonds: Bonds generating $155 million in net project dollars were authorized by the State of Kansas and in the UG amended development agreement approved in 2025.

The first bond issuance will be marketed at the maximum principal amount and interest rates set forth in the ordinance and is currently anticipated to generate approximately **$123 million of bond proceeds (ordinance allows for some flexibility in the event the market is more desirable based on actual bids) which would net just under $95 million project dollars** (inclusive of funds held in an escrowed project account) after funding a debt service reserve fund, capitalized interest, issuance costs, and original issue discount for the Exhibition Hall / Barns of the Core Royal (Phase 1).

Allocation of the bond proceeds is estimated as follows:

Project Fund	$95 million (of which an estimated $6 million is in escrow)
Debt Service Reserves	$11.6 million
Capitalized Interest	$6.7 million
Issuance Costs	$3.1 million
Discount	$6.1 million

Preliminary estimates, subject to change based on bond market requirements.

***2026 STAR Bonds Term*:** 2026 – 2046 (twenty years)

Financial Impacts

Repayment Sources: Revenue repayment sources include the sales tax revenue generated in the District above the base for the state sales and use tax of 6.5%, 1% of the 1.625% of the city sales and use tax (excludes the EMS sales tax and Dedicated Sales Tax which will be remitted to the City of Kansas City Kansas), and KCK and County portion of the 1% of the County sales and use tax (excludes County portion of the sales tax for Bonner, Edwardsville, Lake Quivira).

Base Sales Tax from Existing Development: For Plaza at the Speedway and other existing development in the District, the State has established the base:

- $5.9 million for the State
- $3.146 million for the City of Kansas City, Kansas and Wyandotte County.

These funds will be remitted to the applicable taxing districts beginning in 2026 and will not be captured to repay the STAR bonds. Only the incremental increase in the sales tax generated from growth and new businesses will be used to repay the bonds.

Existing development included in the base is a 560,000 square foot commercial development referred to as the Plaza at the Speedway (PATs) anchored by Walmart, Sam's Club, and Kohls as well as Homewood Suites and Candlewood Suites and numerous restaurants as well as certain open and operating businesses to the west of Candlewood Suites and north of Parallel Parkway, but not included in the previous PATs Tax Increment Financing District (Gas Station, Danny's Bar & Grill and balance of the businesses located in the strip mall).

***Estimated Sales Tax from New Development*:** The revenue study estimates that Phase 1 sales related to the new development in Core Royal are estimated to be $19.6 million in 2026 and nearly $54 million in 2027. This would generate approximately

Once Phase 2 is completed annual sales are expected to increase to from nearly $70 million in 2028 to approximately $91.8 million by 2031 and grow annually thereafter. An updated revenue study will be conducted prior to issuing the final portion of the bonds (up to the total of $155 million to the project fund).

This is in addition to the growth of existing businesses in Plaza at the Speedway and the additional future development expected to occur elsewhere in STAR Bond District.

* Source, Revenue Study, PGAV Planners, January 2026

Costs of Issuance: The costs of issuance are paid through the bonds; no costs are paid by the Unified Government.

Repayment/Credit Risk: The Unified Government is not obligated to make debt service payments on the STAR bonds, and the STAR bonds introduce no credit risk to the Unified Government.

<u>Other Key Development Agreement Provisions</u>

- Approves up to total of $155 million in net proceeds from the STAR bonds for the project in multiple bond issuances
- Upon first issuance of STAR bonds for Phase 1 (2026), 3 years to complete the rest of the American Royal Project (Phase 2)
- Industrial Revenue Bonds (providing sales tax exemption on construction) for the Barns/Exhibition Hall and remainder of the American Royal Project; initially up to $250 million; developer pays an origination fee for these IRBs of $5 million
- Community Improvement District of additional sales tax 1% for pay-as-you go financing for eligible expenses for 22 years (no bonds)
- Includes annual payments in the amount of $1.3 million to the UG 2026 through 2044, or a total of $25 million (in addition to the $5 million IRB origination fee)

BOND TRUST INDENTURE

Dated as of March 1, 2026

Between

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

and

SECURITY BANK OF KANSAS CITY,
as Trustee

Relating to:

$[PRINCIPAL AMOUNT]
Sales Tax Special Obligation Revenue Bonds
(Northwest Speedway STAR Bond District Project)
Series 2026

BOND TRUST INDENTURE

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BOND TRUST INDENTURE

THIS BOND TRUST INDENTURE (the "Indenture") is entered into as of March 1, 2026, between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation and political subdivision duly 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 and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having its principal corporate trust office located in the City of Kansas City, Kansas, as trustee (the "Trustee").

RECITALS

1. Pursuant to K.S.A. 12-17,160 *et seq*. (the "Act"), the Issuer is authorized to create a STAR bond project district within an eligible area of the Issuer for certain purposes set forth in the Act.

2. On October 27, 2016, the governing body of the Issuer adopted Resolution No. R-78-16 establishing its intent to create a STAR bond project district known as the "Northwest Speedway STAR Bond District" within the City of Kansas City, Kansas (the "STAR Bond District") and setting a date for a public hearing with respect thereto.

3. On December 14, 2016, the Secretary of Commerce of the State of Kansas (the "Secretary") determined that the STAR Bond District is an "eligible area" under the provisions of the Act.

4. A public hearing was held on December 15, 2016, after proper notice was published in accordance with the Act, regarding the creation of the STAR Bond District.

5. The governing body of the Issuer passed Ordinance No. O-75-16 on December 15, 2016, published on December 22, 2016, which created the STAR Bond District that includes one STAR bond project area and approved the STAR Bond District Plan.

6. The Issuer prepared the Northwest Speedway STAR Bond District Project Plan for the STAR Bond District dated March 31, 2017 (the "Original Project Plan"), in consultation with the Issuer's Planning Commission, which Original Project Plan provides for the redevelopment of the STAR Bond District as described therein.

7. On April 11, 2017, the Issuer's Planning Commission adopted Resolution 1 finding that the Original Project Plan was consistent with the intent of the comprehensive plan for the development of the Issuer.

8. On April 27, 2017, the governing body of the Issuer adopted Resolution No. R-18-17 setting a date for a public hearing with respect to the Original Project Plan.

9. A public hearing was held on June 15, 2017, after proper notice was published in accordance with the Act, regarding the Original Project Plan.

10. On October 26, 2017, the governing body of the Issuer passed Ordinance No. O-62-17 approving the Original Project Plan.

11. The Issuer prepared the Northwest Speedway STAR Bond District Amended STAR Bond Financing Project Plan dated November 28, 2018 (the "First Amended Project Plan"), which constituted a substantial change to the Original Project Plan under the Act.

12. The Issuer opened a public hearing on November 29, 2018, after proper notice was published in accordance with the Act, regarding the First Amended Project Plan, which hearing was continued and resumed on December 6, 2018.

13. On December 6, 2018, following the public hearing, the governing body of the Issuer passed Ordinance No. O-52-18 approving the First Amended Project Plan, which First Amended Project Plan repealed and replaced the Original Project Plan in its entirety.

14. The Issuer prepared the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated December 1, 2024 (the "Project Plan"), which constituted a substantial change to the First Amended Project Plan under the Act.

15. A public hearing was held on April 24, 2025, after proper notice was published in accordance with the Act, regarding the Project Plan.

16. On April 24, 2025, following the public hearing, the governing body of the Issuer adopted Ordinance No. O-52-25 approving the Project Plan (the "Project Plan Ordinance"), which Project Plan repealed and replaced the First Amended Project Plan in its entirety.

17. In connection with the Project Plan and pursuant to the Project Plan Ordinance, the Issuer and American Royal Association, a Missouri not-for-profit corporation (the "Developer"), entered into that certain American Royal Amended and Restated Development Agreement dated as of June 24, 2025, as modified by that First Amendment to American Royal Amended and Restated Development Agreement dated as of December 5, 2025 (collectively, the "Development Agreement"), pursuant to which the prior development agreement relating to the STAR Bond District was amended and restated.

18. On December 30, 2025, the Secretary approved the redevelopment of the STAR Bond District as described in the Project Plan (the "Project") as a "STAR bond project" within the meaning of the Act and approved the issuance of up to $155,000,000 of STAR bonds (exclusive of approved financing costs) to be issued to implement the Project Plan.

19. The Issuer is authorized under the Act to issue special obligation bonds for the purpose of implementing the Project Plan.

20. Pursuant to the Act and Ordinance No. O-[__]-26 duly passed by the governing body of the Issuer on [January 29], 2026 (the "Bond Ordinance"), the Issuer has determined to issue a series of bonds hereunder in the original principal amount of $[PRINCIPAL AMOUNT] to be designated "Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) Series 2026" (the "Series 2026 Bonds," as more fully described herein) for the purpose of implementing the Project Plan by providing funds to (a) finance a portion of the Costs of the Project, (b) fund a deposit to the Debt Service Reserve Fund, (c) fund a deposit to the Capitalized Interest Fund and (d) pay certain costs related to the issuance of the Series 2026 Bonds.

21. On December 30, 2025, the Secretary approved the issuance of the Series 2026 Bonds.

22. This Indenture provides for the issuance of Additional Bonds from time to time equally and ratably secured by this Indenture on a parity with the Series 2026 Bonds, subject to the terms and conditions provided for herein.

23. All things have been done that are necessary to make the Bonds herein authorized, when executed and issued by the Issuer and authenticated and delivered hereunder upon the terms and conditions

to be set forth in this Indenture, the valid and binding obligations of the Issuer in accordance with their terms, and to constitute this Indenture a valid contract for the security of the Bonds herein authorized, in accordance with its terms.

GRANTING CLAUSES

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

(a) All right, title and interest of the Issuer (including, but not limited to, the right to enforce any of the terms thereof) in, to and under (i) the Revenues and (ii) the Financing Documents; and

(b) All moneys and securities (except moneys and securities held in the Costs of Issuance Fund, the Extraordinary Expense Fund, and the Rebate Fund) from time to time held by the Trustee under the terms of this Indenture; and

(c) Any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the 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.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein, and for the uses and purposes and upon the terms, agreements and conditions set forth herein; *provided, however,* that the Trustee shall apply the Revenues to the payment of principal of, redemption premium, if any, and interest on the Bonds as set forth in the Tax Distribution Agreement.

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. For all purposes of this Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Indenture shall have the following meanings:

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

"Accreted Value" means, with respect to any Additional Bonds that are Capital Appreciation Bonds, if calculated on an Interest Payment Date, total principal and interest as set forth in an exhibit to the applicable Supplemental Indenture for such Interest Payment Date and, if calculated on a date other than an Interest Payment Date, total principal and interest as set forth in such exhibit for the immediately preceding Interest Payment Date plus interest on such amount from such Interest Payment Date to the date of calculation (calculated on a straight line basis) at a rate equal to the interest rate on such Capital Appreciation Bonds as set forth in the applicable Supplemental Indenture.

"Act" means K.S.A. 12-17,160 *et seq*., as amended and supplemented from time to time.

"Additional Bonds" means any additional parity Bonds issued by the Issuer pursuant to Section 203 of this Indenture that stand on a parity and equality under this Indenture with the Series 2026 Bonds.

"Authorized Denomination" means (a) with respect to the Series 2026 Bonds, $5,000 and any integral multiple thereof, and (b) with respect to any Additional Bonds, unless otherwise specified in the Supplemental Indenture pursuant to which such series of Additional Bonds is issued, (i) with respect to Current Interest Bonds, $5,000 or any integral multiple thereof and (ii) with respect to Capital Appreciation Bonds, $5,000 Maturity Amount or any integral multiple thereof.

"Bond" or **"Bonds"** means the Series 2026 Bonds and any Additional Bonds issued pursuant to **Section 203** of this Indenture.

"Bond Obligation" means, as of any date, the sum of (a) the Outstanding principal amount of the Current Interest Bonds and (b) the Accreted Value (as of the Interest Payment Date immediately preceding the date of calculation unless the date of calculation is an Interest Payment Date, in which case as of such Interest Payment Date) of Outstanding Capital Appreciation Bonds.

"Bond Purchase Contract" means, with respect to a series of Bonds, the bond purchase contract, bond purchase agreement or purchase contract between the Issuer and the Original Purchaser with respect to such series of Bonds.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending December 31.

"Business Day" means any day other than (a) a day on which banks located in the cities in which the principal office of any of the Trustee, the Paying Agent or the Credit Enhancer, if any, is located are required or authorized by law to close, or (b) a day on which the New York Stock Exchange is closed.

"Capital Appreciation Bonds" means Bonds which accrete in value based on semiannual compounding of interest on the original principal amount thereof at a rate that will result in such Bonds accreting to $5,000 Maturity Amount, or the applicable integral multiple thereof, representing total principal and interest payable at maturity.

"Capitalized Interest Fund" means the fund by that name created by **Section 401** hereof.

"Chief Financial Officer" means the duly appointed and acting Chief Financial Officer of the Issuer or, in the Chief Financial Officer's absence, the duly appointed Deputy, Assistant, or Acting Chief Financial Officer of the Issuer.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk, Acting Clerk or Interim Clerk of the Issuer.

"Continuing Disclosure Agreement" means (a) with respect to the Series 2026 Bonds, collectively, (i) the Issuer Continuing Disclosure Agreement and (ii) the Developer Continuing Disclosure Agreement, and (b) with respect to a series of Additional Bonds, a Continuing Disclosure Agreement relating to such series of Bonds between a Disclosure Party and the dissemination agent identified therein, each as may be amended from time to time in accordance with the provisions thereof.

"Costs of Issuance" means issuance costs with respect to the Bonds, including, but not limited to, the following:

(a) underwriter's spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);

(b) counsel fees (including bond counsel, underwriter's counsel, Issuer's counsel, Developer's counsel, Credit Enhancer's counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);

(c) advisor fees of any municipal advisor to the Issuer or financial advisor to the Developer incurred in connection with the issuance of the Bonds;

(d) initial costs of the Credit Enhancement, if any;

(e) rating agency fees, if any;

(f) trustee, escrow agent and paying agent fees;

(g) accountant fees, feasibility consultant fees and other expenses related to issuance of the Bonds;

(h) printing costs (for the Bonds and of the preliminary and final official statements relating to the Bonds); and

(i) fees and expenses of the Issuer incurred in connection with the issuance of the Bonds.

"Costs of Issuance Fund" means the fund by that name created by **Section 401** hereof.

"Costs of the Project" means all costs permitted under the Act with respect to the Project to be paid out of the proceeds of the Bonds, including the total of all reasonable or necessary expenses incidental to the acquisition, construction, reconstruction, repair, alteration, improvement and extension of the Project; provided that such costs are of a type that was (at the time incurred) chargeable to a capital account for Federal income tax purposes (or would have been so chargeable with a proper election) under Federal income tax principles.

"Credit Enhancement" means with respect to the applicable series of Bonds, any insurance policy, surety bond, letter of credit, line of credit, corporate guarantee or other form of credit enhancement relating to a series of Bonds issued or provided by a Credit Enhancer in favor of the holders of such series of Bonds for the purpose of providing a source of funds for the payment when due of the principal of, Accreted Value and interest on such series of Bonds as provided therein.

"Credit Enhancer" means the credit enhancer, if any, named with respect to a series of Additional Bonds specified in the Supplemental Indenture pursuant to which such series of Additional Bonds was issued.

"Current Interest Bonds" means all Bonds except the Capital Appreciation Bonds.

"Debt Service Fund" means the fund by that name created by **Section 401** of this Indenture.

"Debt Service Reserve Fund" means the fund by that name created by **Section 401** of this Indenture.

"Debt Service Reserve Requirement" means, (a) with respect to the Series 2026 Bonds, $[_____], and (b) with respect to a series of Additional Bonds, unless otherwise specified by the Issuer in the Supplemental Indenture authorizing such series of Bonds, the least of (i) 10% of the original principal amount of such series of Bonds, (ii) maximum annual debt service on such series of Bonds, or (iii) 125% of average annual debt service on such series of Bonds.

"Defeasance Obligations" means, to the extent permitted by law:

(a) Government Obligations which are not subject to redemption prior to maturity; or

(b) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations); or

(c) Pre-refunded municipal bonds rated in the highest rating category by Moody's and S&P which have been refunded and defeased with obligations described in clauses (a) or (b) and which are not subject to redemption prior to the respective maturity or redemption dates of the Bonds being defeased with such pre-refunded municipal bonds.

"Defeased Term Bonds" means Term Bonds for which a defeasance escrow has been established pursuant to **Article X** of this Indenture.

"Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Developer" means, American Royal Association, a Missouri not-for-profit corporation.

"Developer Continuing Disclosure Agreement" means the Developer Continuing Disclosure Agreement dated the date of issuance of the Series 2026 Bonds between the Developer and Security Bank of Kansas City, as dissemination agent, as may be amended from time to time in accordance with the provisions thereof.

"Developer Representative" means [_____] or any other duly authorized officer of the Developer whose authority to execute any particular instrument or take a particular action under this Indenture or any Financing Document shall be evidenced to the satisfaction of the Trustee.

"Development Agreement" means the American Royal Amended and Restated Development Agreement dated as of June 24, 2025, as modified by that First Amendment to American Royal Amended and Restated Development Agreement dated as of December 5, 2025, between the Issuer and the Developer, as amended and supplemented from time to time.

"Disclosure Party" means the Issuer, the Developer and any other Person that has agreed to provide disclosure information pursuant to a Continuing Disclosure Agreement.

"Escrow Agent" means Security Bank of Kansas City, and its successor or successors at the time acting as escrow agent under the Tax Distribution Agreement.

"Escrowed Amount" means (a) with respect to the Series 2026 Bonds, $[_____], and (b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, the escrowed amount specified for such series of Additional Bonds in the Supplemental Indenture authorizing such series of Bonds.

"Escrow Release Conditions" means (a) with respect to the Series 2026 Bonds, delivery to the Trustee and Original Purchaser of a certificate in substantially the form of **Exhibit F** executed by the Developer Representative and the Issuer Representative stating that the Developer has demonstrated, to the reasonable satisfaction of the Issuer and in accordance with the Development Agreement, a full capital stack (as generally defined in Section 3.1(a)(i) of the Development Agreement) for the applicable component of the Project for which the Developer requested reimbursement of costs of such Improvements, and (b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, such escrow release conditions as may be specified for such series of Additional Bonds in the Supplemental Indenture authorizing such series of Additional Bonds.

"Escrow Transfer Date" means: (a) with respect to the Series 2026 Bonds, February 1, 2029; and (b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, such date as may be specified for such series of Additional Bonds in the Supplemental Indenture authorizing the issuance of such series of Additional Bonds.

"Escrowed Project Fund" means the fund by that name created by **Section 401** hereof.

"Extraordinary Expense Fund" means the fund by that name created by **Section 401** hereof.

"Financing Documents" means, with respect to a series of Bonds, this Indenture, the Tax Distribution Agreement, the Development Agreement, and any Supplemental Indenture, Tax Compliance Agreement, Continuing Disclosure Agreement, Bond Purchase Contract and Official Statement relating to such series of Bonds, and any and all other documents or instruments that evidence or are a part of the transactions referred to in this Indenture, such Supplemental Indenture or such Official Statement or contemplated by this Indenture, such Supplemental Indenture or such Official Statement with respect to

such series of Bonds; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words "Financing Documents" are used in the context of the authorization, execution, delivery, approval or performance of Financing Documents by a particular party, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

"Government Obligations" means the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

"Incremental Tax Revenues" means, with respect to any Bond Year, the total amount of Incremental Tax Revenues (as defined in the Tax Distribution Agreement) generated by businesses operating within the STAR Bond District that are deposited into the Escrow Fund established under the Tax Distribution Agreement during such Bond Year.

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

"Interest Payment Date" or **"Interest Payment Dates"** means (a) with respect to the Series 2026 Bonds, each March 1 and September 1, commencing [September 1, 2026], and (b) with respect to any Additional Bonds, (i) each March 1 and September 1, commencing on the date set forth in the Supplemental Indenture authorizing such series of Bonds, or (ii) in the event that the Series 2026 Bonds have been paid in full, the payment date or dates specified for such series of Bonds in the Supplemental Indenture authorizing such Bonds.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"Issuer" means the Unified Government of Wyandotte County/Kansas City, Kansas created pursuant to the laws of the State, and its successors and assigns or any body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the Issuer.

"Issuer Continuing Disclosure Agreement" means the Issuer's Continuing Disclosure Agreement dated the date of issuance of the Series 2026 Bonds between the Issuer and Security Bank of Kansas City, as dissemination agent, as may be from time to time amended in accordance with the provisions thereof.

"Issuer Representative" means the Mayor/CEO, County Administrator or Chief Financial Officer of the Issuer, and any other duly authorized officer of the Issuer whose authority to execute any particular instrument or take a particular action under this Indenture or any Financing Documents shall be evidenced to the satisfaction of the Trustee.

"Mandatory Defeasance Redemption Schedule" means, with respect to a maturity of Term Bonds, the mandatory sinking fund schedule with respect to such maturity of Term Bonds determined at the time such Term Bonds are defeased in accordance with the provisions of **Section 1001** hereof.

"Maturity Amount" means, with respect to the Capital Appreciation Bonds, the total principal and interest payable at maturity.

"Mayor/CEO" means the duly elected and acting Mayor/CEO, or in the Mayor/CEO's absence, the duly appointed and/or elected Vice Mayor/CEO or Acting Mayor/CEO of the Issuer.

"Moody's" means Moody's Ratings, and its successors and assigns, and, if such firm shall be dissolved or liquidated or shall no longer perform the functions of a securities rating service, Moody's shall be deemed to refer to any other nationally recognized securities rating agency which shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the excludability of interest on such obligations from gross income for federal income tax purposes.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant hereto, initially, Cede & Co. as nominee of DTC.

"Opinion of Bond Counsel" means a written opinion of Gilmore & Bell, P.C., or other legal counsel acceptable to the Issuer and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the excludability of interest on such obligations from gross income for federal income tax purposes.

"Opinion of Counsel" means a written opinion in the form described in **Section 1104** hereof of any legal counsel acceptable to the Trustee and the Credit Enhancer, if any, and, to the extent the Issuer is asked to take action in reliance thereon, the Issuer, who may be an employee of or counsel to the Trustee.

"Original Purchaser" means, (a) with respect to the Series 2026 Bonds, Piper Sandler & Co., Leawood, Kansas and (b) with respect to Additional Bonds, the Persons that agree to purchase such Additional Bonds pursuant to the related Bond Purchase Contract.

"Outstanding" means, when used with respect to the Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in **Section 210** of this Indenture;

(b) Bonds for whose payment or redemption money or Defeasance Obligations in the necessary amount has been deposited with the Trustee or any Paying Agent in trust for the owners of such Bonds as provided in **Section 1001** of this Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture;

(d) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in **Section 209** of this Indenture; and

(e) Bonds held by the Issuer.

"Participant" means a member of, or a participant in, the Depository.

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

"Permitted Investments" means, if and to the extent the same are at the time legal for investment of funds held under this Indenture:

(a) Government Obligations.

(b) Notes, bonds, debentures, mortgages and other evidences of indebtedness issued or guaranteed at the time of investment by Fannie Mae, Federal Home Loan Mortgage Corporation, Federal Home Loan Banks, the Student Loan Marketing Association, the Federal Farm Credit System, or any other United States government sponsored agency that has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America.

(c) Commercial or finance company paper rated in the highest rating category by a nationally recognized securities rating agency and which matures not more than 270 calendar days after the date of purchase.

(d) Tax-exempt obligations of any state of the United States of America or any political subdivision of any state, including any municipality, county, agency, instrumentality or local government unit of any state that is rated in either of the two highest categories by a nationally recognized securities rating agency.

(e) Money market mutual funds (i) that invest in Government Obligations or that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940, and (ii) that are rated in either of the two highest categories by a nationally recognized securities rating agency.

(f) Unsecured investment agreements from a bank, registered broker/dealer, or other financial institution that has a long term debt rating, or whose parent has a long term debt rating, without regard to qualifier, in either of the two highest rating categories by a nationally recognized securities rating agency; provided however that in the event the provider of the agreement is downgraded to below the "A" category by all the rating agencies, the provider must within 14 business days from the downgrade either (i) collateralize the agreement as outlined in (g) below, (ii) obtain a guaranty from a financial institution whose rating is at least "A" by a nationally recognized securities rating agency; or (iii) assign the agreement to a financial institution whose rating is at least "A" by a nationally recognized securities rating agency.

(g) Collateralized investment agreements (including repurchase agreements), provided by a registered broker/ dealer, subject to SIPC, collateralized by obligations described in (a) or (b) above such that value of the collateral pledged is not less than 102% of the principal balance, marked to market not less frequently than weekly. Collateral must be held by an independent third party custodian.

(h) Forward purchase agreements by a financial institution who has a long term debt rating, or whose parent has a long term debt rating, of not less than "A" by a nationally recognized securities rating agency. Securities eligible for delivery under the agreement will include those described in (a), (b), (c) or (d) above. Any forward purchase agreement must be accompanied by a bankruptcy opinion that the securities delivered will not be considered a part of the bankruptcy estate in the event of a declaration of bankruptcy or insolvency by the provider.

(i) Such other investments as are approved in writing by the Credit Enhancer, if any.

"Person" means any natural person, firm, association, corporation, partnership, limited liability company, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Project" means the facilities and costs eligible under the Act to be financed with the proceeds of the Bonds within the STAR Bond District pursuant to the Project Plan and the STAR Bond District Plan, and all other costs permitted under the Act relating to the STAR Bond District.

"Project Fund" means the fund by that name created by **Section 401** hereof.

"Project Plan" means the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated December 1, 2024 approved by the Issuer on April 24, 2025.

"Projected Special Mandatory Redemption Schedule" means, with respect to a Term Bond, the schedule of projected Special Mandatory Redemptions (taking into account both the projected redemption on an Interest Payment Date and the cumulative redemptions to and including such Interest Payment Date) of such Term Bond set forth in **Exhibit E** to this Indenture (with respect to the Series 2026 Bonds) or the Supplemental Indenture authorizing the issuance of such Term Bond (with respect to any Additional Bonds).

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

"Rebate Fund" means the fund by that name created by **Section 401** hereof.

"Record Date" means the fifteenth calendar day, whether or not a Business Day, preceding an Interest Payment Date.

"Revenues" means the amounts required to be transferred to the applicable Debt Service Account of the Debt Service Fund and the applicable Debt Service Reserve Account of the Debt Service Reserve Fund pursuant to the Tax Distribution Agreement.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., and its successors and assigns, and, if such firm shall be dissolved or liquidated or shall no longer perform the functions of a securities

rating service, S&P shall be deemed to refer to any other nationally recognized securities rating service designated by the Issuer, with notice to the Trustee.

"Secretary" means the Secretary of Commerce of the State.

"Series 2026 Bonds" means the Issuer's Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026, in the original principal amount of $[PRINCIPAL AMOUNT], authorized by this Indenture and issued pursuant to this Indenture.

"Special Mandatory Redemption" means a mandatory redemption pursuant to **Section 303** or any similar provision of a Supplemental Indenture.

"STAR Bond District" means the Northwest Speedway STAR Bond Project District originally created by the Issuer on December 15, 2016 pursuant to the Act, the boundaries of which may be amended from time to time pursuant to the Act.

"STAR Bond District Plan" means the STAR Bond District Plan approved by the Issuer on December 15, 2016 pursuant to the Act, as amended from time to time.

"State" means the State of Kansas.

"State Treasurer" means the State Treasurer of the State or, if the functions and duties of the State Treasurer under K.S.A. 79-3620, K.S.A. 79-3620b and K.S.A. 79-3710d shall be given by law to any other person or entity, such person or entity.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article IX** of this Indenture.

"Tax Compliance Agreement" means (a) with respect to the Series 2026 Bonds, the Tax Compliance Agreement dated as of March 1, 2026 between the Issuer and the Trustee and (b) with respect to any Additional Bonds that are Tax-Exempt Bonds, the tax compliance agreement with respect to such Additional Bonds, each as from time to time amended in accordance with the provisions thereof.

"Tax Distribution Agreement" means the Tax Distribution Agreement dated as of March 1, 2026 among the Issuer, the Trustee, the State Treasurer and the Escrow Agent, relating to the disbursement of Incremental Tax Revenues (as defined in the Tax Distribution Agreement) collected within the STAR Bond District, as such agreement may be amended from time to time.

"Tax-Exempt Bonds" means Bonds of a series for which the interest thereon is intended to be excludable from gross income for federal income tax purposes, as evidenced by an Opinion of Bond Counsel delivered at the time of issuance of such series of Bonds.

"Term Bonds" means such maturities of Bonds that are specified as "Term Bonds" in this Indenture (with respect to the Series 2026 Bonds) or the Supplemental Indenture authorizing the issuance of such Bonds (with respect to any Additional Bonds).

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

"Trustee" means Security Bank of Kansas City, Kansas City, Kansas, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

"Value", as of any particular time of determination, means, (a) with respect to cash, the face value thereof, (b) with respect to any investments other than those in the Debt Service Reserve Fund, the lower of the cost of the investment or the market price of the investment excluding accrued interest on the date of valuation, (c) with respect to any investments in the Debt Service Reserve Fund, the market price of the investment excluding accrued interest on the date of valuation, and (d) with respect to an insurance policy, letter of credit, or surety bond guaranteeing payments into the Debt Service Reserve Fund, the face value thereof.

Section 102. Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

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

ARTICLE II

THE BONDS

Section 201. Authorization, Amount and Title of Bonds. The Issuer may issue Bonds in one or more series from time to time under this Indenture, but subject to the provisions of this Indenture and any Supplemental Indenture authorizing a series of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of Bonds, the number of Bonds and series of Bonds that may be issued under this Indenture is not limited, except with respect to the Series 2026 Bonds as provided in **Section 202** hereof, and with respect to Additional Bonds as provided

in **Section 203** hereof and in the Supplemental Indenture providing for the issuance thereof, and except as may be limited by law. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series. The general title of all series of Bonds authorized to be issued under this Indenture shall be "Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project)," with such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular series as the Issuer may determine.

Section 202. Authorization of Series 2026 Bonds.

(a) There shall be issued under and secured by this Indenture an initial series of Bonds in the original principal amount of $[PRINCIPAL AMOUNT], which series of Bonds shall be designated "Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026" (the "Series 2026 Bonds"), for the purpose providing funds to the Issuer to (i) finance a portion of the Costs of the Project, (ii) fund a deposit to the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund, (iii) fund a deposit to the Series 2026 Capitalized Interest Account of the Capitalized Interest Fund and (iv) pay certain Costs of Issuance of the Series 2026 Bonds.

(b) The Series 2026 Bonds shall be Current Interest Bonds. The Series 2026 Bonds shall mature on March 1 in the years and in the respective principal amounts (subject to prior redemption as provided in **Article III** hereof), and shall bear interest the respective rates per annum, as follows:

Maturity	**Principal Amount**	**Interest Rate**
March 1, 20[__]	$[_____]	[___]%
March 1, 20[__]	[_____]	[___]
March 1, 20[__]	[_____]	[___]

The Series 2026 Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year, beginning on [September 1, 2026].

(c) The Series 2026 Bonds shall be executed in the manner set forth herein and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2026 Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(i) A copy, certified by the Clerk of the Issuer, of the ordinance adopted by the Issuer authorizing the issuance of the Series 2026 Bonds and the execution of this Indenture and any other Financing Documents as may be necessary.

(ii) Original executed counterparts of this Indenture, the Tax Distribution Agreement and the Development Agreement.

(iii) A request and authorization to the Trustee, on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Series 2026 Bonds and deliver the Series 2026 Bonds to the Original Purchaser upon payment to the Trustee, for the account of the Issuer, of the initial purchase price thereof. The proceeds of the sale of the Series 2026 Bonds shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof.

(iv) An Opinion of Bond Counsel, dated the date of original issuance of the Series 2026 Bonds, in the form required by the Bond Purchase Contract.

(v) Written approval of the Series 2026 Bonds by the Secretary, as required by the Act.

(vi) Such other opinions, certificates, statements, receipts and documents required by any of the Financing Documents or as the Trustee shall reasonably require for the delivery of the Series 2026 Bonds.

(d) The Series 2026 Bonds are hereby designated as Term Bonds. The Projected Special Mandatory Redemption Schedule with respect to the Series 2026 Bonds is attached hereto as **Exhibit E**.

Section 203. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity (except as otherwise provided in this Section) with the Series 2026 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in this Section, for the purpose of (i) financing a portion of the Costs of the Project to the extent authorized under the Act, (ii) funding reserve deposits and capitalized interest with respect to such Bonds, (iii) paying Costs of Issuance and/or (iv) refunding all or a portion of a series of Bonds then Outstanding or all or a portion of a series of bonds issued under a separate indenture to finance costs and facilities eligible under the Act to be financed within the STAR Bond District, to the extent authorized hereunder and under the Act. Any such Additional Bonds shall be authorized by a Supplemental Indenture or Supplemental Indentures of the Issuer adopted pursuant to this Indenture and may be issued as serial Bonds or term Bonds or both and may be Capital Appreciation Bonds, Current Interest Bonds or a combination of both.

(b) Before any Additional Bonds are issued under the provisions of this Section, the following requirements shall be satisfied:

(i) The Issuer shall adopt an ordinance (A) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (B) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, and (C) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Issuer, are not prejudicial to the Issuer or the owners of the Bonds previously issued.

(ii) With respect to the proposed issuance of a series of Additional Bonds, the Issuer shall deliver to the Trustee: (A) a certificate of an Issuer Representative to the effect that no uncured default in the payment of principal, redemption premium, if any, or interest exists with respect to any Bonds; and (B) a written report of a third party revenue feasibility consultant recognized in the field of public finance and acceptable to the Issuer and the Secretary specifying the projected Incremental Tax Revenues for each Bond Year to and including the last Bond Year in which any Outstanding Bonds are scheduled to mature.

(iii) Delivery to the Trustee of (A) evidence that, as of the date of issuance of the Additional Bonds, the cumulative Special Mandatory Redemptions of the Series 2026 Bonds and any Additional Bonds previously issued on a parity with the Series 2026 Bonds from Revenues pursuant to **Section 303** or any similar provision of a Supplemental Indenture have been equal to

or have exceeded the cumulative redemption amount shown on the applicable Projected Special Mandatory Redemption Schedule(s) as of such date (taking into account the redemptions to and including the immediately preceding Interest Payment Date); provided, however, if cumulative redemptions are below the required amount, the requirement may also be satisfied by evidence showing that proceeds from the Additional Bonds will be deposited into the Series 2026 Special Mandatory Redemption Subaccount for the Series 2026 Bonds and the applicable Special Mandatory Redemption Subaccount for any previously issued Additional Bonds for the sole purpose of satisfying, and in amounts sufficient to satisfy, the cumulative redemption amounts shown on the applicable Projected Special Mandatory Redemption Schedule(s) for the next Interest Payment Date, (B) a certificate of the Original Purchaser of the Additional Bonds demonstrating that the projected Revenues after the issuance of the Additional Bonds, as determined by a third party revenue feasibility consultant recognized in the field of public finance and acceptable to the Issuer, the Secretary, the Developer, the Original Purchaser of the Series 2026 Bonds, and the Original Purchaser of such Additional Bonds, are expected to be sufficient to cause the Special Mandatory Redemption of the Series 2026 Bonds and any previously issued Additional Bonds in an amount that equals or exceeds the cumulative redemption amount shown on the applicable Projected Special Mandatory Redemption Schedule(s) by the final Interest Payment Date of such Outstanding Bonds; (C) a certificate from the Issuer stating terms for any Additional Bonds, (1) with Interest Payment Dates on the Additional Bonds being March 1 and September 1 (unless the Series 2026 Bonds have been paid in full), and (2) that do not provide for the payment of the principal of the Additional Bonds from Revenues prior to the date any remaining Series 2026 Bonds are redeemed or defeased pursuant to the terms of this Indenture (provided, principal of Additional Bonds may be repaid from the Escrowed Amount(s) provided for in the Supplemental Indenture authorizing such series of Additional Bonds prior to the date any remaining Series 2026 Bonds are redeemed or defeased); and (D) evidence that the Debt Service Reserve Fund has been funded in an amount equal to the Debt Service Reserve Requirement with respect to all Outstanding Bonds, including the Additional Bonds.

(iv) The balance on deposit in the Series 2026 Escrowed Project Account of the Escrowed Project Fund is $-0-.

(v) With respect to the proposed issuance of a series of Additional Bonds, (A) the Issuer shall deliver to the Trustee a certificate of an Issuer Representative to the effect that no uncured default in the terms and conditions of the Development Agreement, including without limitation timely commencement and/or completion of the Improvements as described in Section 6.10, the exclusive and operation of the Exhibition Hall as described in Section 7.2(h) and timely payment of the Annual Payments described in Section 8.1(m); and (B) the Developer shall deliver to the Issuer and Trustee evidence of the private capital requirements described in Section 3.1(a) and the guaranteed maximum price (GMP) contracts described in Section 3.1(a)(viii) of the Development Agreement.

(c) Additional Bonds issued hereunder shall have the same general title as the Series 2026 Bonds, except for an identifying series letter or date or additional project description, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III** of this Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2026 Bonds and any other Additional Bonds.

(d) Such Additional Bonds shall be executed in the manner set forth in **Section 206** 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:

(i) A copy, certified by the Clerk of the Issuer, of the ordinance adopted by the Issuer authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other Financing Documents as may be necessary.

(ii) An original executed counterpart of the Supplemental Indenture, executed by the Issuer and the Trustee, authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of the Additional Bonds.

(iii) A request and authorization to the Trustee, on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Additional Bonds and deliver said Additional Bonds to the Original Purchaser thereof upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amount of such purchase price.

(iv) An Opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met and the issuance of such series of Additional Bonds will not result in the interest on any series of Tax-Exempt Bonds then Outstanding becoming included in gross income for federal income tax purposes.

(v) Written approval of the Additional Bonds by the Secretary, as required by the Act.

(vi) Such other certificates, statements, receipts and documents required by any of the Financing Documents or as the Issuer or the Trustee shall reasonably require for the delivery of the Additional Bonds.

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 Original 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, 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 IV** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds and payable from the Revenues so long as no payments of principal or interest on such bonds are payable while any Bonds are Outstanding.

Section 204. Method and Place of Payment.

(a) The principal of, Accreted Value, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; provided, however, that the Issuer may provide for any such payment by electronic transfer of funds.

(b) The principal of and the redemption premium, if any, on all Current Interest Bonds and the Accreted Value and the redemption premium, if any, of Capital Appreciation Bonds shall be payable by

check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the bond register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the principal corporate trust office of the Trustee or of any Paying Agent named in the Bonds.

(c) The interest payable on each Current Interest Bond on any Interest Payment Date shall be paid by the Trustee to the registered owner of such Bond as shown on the bond register at the close of business on the Record Date for such interest, (i) by check or draft mailed to such registered owner at his address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such owner, or (ii) by electronic transfer in the case of a principal or interest payment to (A) the Depository or (B) a registered owner upon written notice delivered to the Trustee not less than five days prior to the Record Date from and signed by such registered owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such registered owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee is payable.

(d) Interest on any Current Interest Bond or the interest component of any Capital Appreciation Bond that is due and payable but not paid within three days of the date due ("Defaulted Interest") shall cease to be payable to the owner of such Bond on the relevant Record Date and shall be payable to the owner in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the owners of the Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than **15** nor less than **10** days prior to the date of the proposed payment and not less than **10** days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the bond register not less than **10** days prior to such Special Record Date.

(e) Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 205. Form, Denomination, Numbering and Dating.

(a) The Bonds of each series shall be issuable in the form of one or more fully registered Bonds without coupons in substantially the form set forth in **Exhibit A** hereto and the Supplemental Indenture under which any Additional Bonds are issued, in each case with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture. The Bonds may contain or have endorsed thereon such legends or text not inconsistent with the provisions of this Indenture as may be necessary or desirable and as may be determined by the Issuer prior to their authentication and delivery.

(b) The Series 2026 Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof. The Bonds of each series of Additional Bonds shall be issuable in Authorized Denominations.

(c) The Series 2026 Bonds shall be numbered R-1 and upward in order of issuance or in such other manner as the Trustee shall designate. The Bonds of each series of Additional Bonds shall be numbered as provided in the Supplemental Indenture authorizing such series. In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be numbered R-1 and upward in order of issuance or in such other manner as the Trustee shall designate.

(d) The Series 2026 Bonds shall be dated the date of the original issuance and delivery thereof. The Bonds of each series of Additional Bonds shall be dated as provided in the Supplemental Indenture authorizing such series. In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be dated the date of their original issuance and delivery.

Section 206. Execution and Authentication.

(a) The Bonds shall be executed in the name and 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, and shall have the official seal of the Issuer affixed thereto or imprinted thereon. If any official whose manual or facsimile signature appears on any Bonds shall cease to hold such office before the authentication and delivery of such Bonds, such signature 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 officials to sign such Bond although at the date of such Bond such persons may not have been such officials.

(b) No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication substantially in the form set forth in or fixed pursuant to **Exhibit A** hereto or the applicable Supplemental Indenture, executed by the Trustee by manual signature of an authorized officer or signatory of the Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder. At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Bonds executed by the Issuer to the Trustee for authentication and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

Section 207. Book-Entry Provisions. The Series 2026 Bonds shall be in book-entry form and the following provisions of this **Section 207** shall apply to the Series 2026 Bonds. In addition, if a Supplemental Indenture specifies that the Additional Bonds issued pursuant thereto shall be in book-entry form, the following provisions shall apply to such Additional Bonds, except as otherwise provided in such Supplemental Indenture:

(a) The Bonds shall be issued in the form of a separate single fully registered Bond for each maturity of the Bonds. Upon initial execution, authentication and delivery, the ownership of the Bond shall be registered in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c), all of the Outstanding Bonds of such series shall be registered in the books for the registration and transfer of Bonds kept by the Trustee in the name of the Nominee and such Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. The Bond shall bear a legend substantially as follows:

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC") TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

With respect to Bonds registered in the name of the Nominee, the Issuer and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial holder or any other person, other than the Depository, of any amount with respect to principal of, Accreted Value, redemption premium, if any, or interest on the Bonds. The Issuer and the Trustee may treat and consider the person in whose name each Bond is registered as the holder and absolute owner of such Bond for the purpose of payment of principal of, Accreted Value, redemption premium, if any, and interest on such Bond, for the purpose of giving redemption notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Trustee shall pay all principal of, Accreted Value, redemption premium, if any, and interest on the Bonds only to or upon the order of the respective bondowners, as shown in the books for the registration and transfer of Bonds kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid hereunder with respect to payment of principal of, Accreted Value, redemption premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a bondowner, as shown in the books for the registration and transfer of Bonds, shall receive a Bond evidencing the obligation to make payments of principal of, Accreted Value, redemption premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Trustee and the Issuer of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and, subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such new nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, any authorized official is hereby authorized to execute, seal, countersign and deliver on behalf of the Issuer to such Depository a letter from the Issuer in the form required by the Depository representing such matters as shall be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Indenture or in any other way impose upon the Issuer any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the registered owners, as shown in the books for the registration and transfer of Bonds kept by the Trustee. In the written acceptance by the Trustee of the Representation Letter, the Trustee shall agree, and hereby agrees, to take all actions necessary for all representations of the Trustee in the Representation

Letter to be complied with at all times. In addition to the execution and delivery of the Representation Letter, any Authorized Issuer Representative is hereby authorized to take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of, Accreted Value, redemption premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(c) If at any time the Depository notifies the Issuer and the Trustee that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Depository is not appointed by the Issuer within 90 days after the Issuer and the Trustee receive notice or become aware of such condition, as the case may be, this Section shall no longer be applicable and the Trustee shall execute and deliver bonds representing the Bonds as provided below. In addition, the Issuer may determine at any time that the Bonds shall no longer be represented by book-entry bonds and that the provisions of this Section shall no longer apply to the Bonds. In any such event, the Issuer shall execute and the Trustee shall authenticate and deliver bonds representing the Bonds as provided below. Bonds issued in exchange for book-entry Bonds pursuant to this Section shall be registered in such names and delivered in such Authorized Denominations as the Depository, pursuant to instructions from the Participants or otherwise, shall instruct the Issuer and the Trustee. The Trustee may rely on information from the Depository and its Participants as to the names and addresses of and principal amounts held by the beneficial owners of the Bonds. The costs of printing, registration, authentication, transfer and delivery of replacement Bonds shall be paid for by the Issuer. The Trustee shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the Issuer determines to replace the Depository with another qualified securities depository, the Issuer shall prepare or cause to be prepared a new fully registered book-entry Bond for each of the maturities of each type of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the Issuer, the Trustee and such securities depository and not inconsistent with the terms of this Indenture.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of, Accreted Value, redemption premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) Except as may otherwise be provided in a Supplemental Indenture, the initial Depository under this Indenture shall be The Depository Trust Company, New York, New York. The initial Nominee shall be Cede & Co., as nominee of The Depository Trust Company.

Section 208. Registration, Transfer and Exchange. The Trustee shall cause to be kept at its principal corporate trust office a register (referred to herein as the **"bond register"**) in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as herein provided. The Trustee is hereby appointed **"bond registrar"** for the purpose of registering Bonds and transfers of Bonds as herein provided.

The Series 2026 Bonds and beneficial interests therein may only be purchased by and transferred to Accredited Investors or Qualified Institutional Buyers in Authorized Denominations. Any Supplemental Indenture may contain restrictions on the transfer of Additional Bonds authorized by such Supplemental Indenture.

Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee as provided in this Section. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Trustee, as bond registrar, duly executed by the owner thereof or his attorney or legal representative. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same series and maturity, of any Authorized Denominations and of a like aggregate principal amount (in the case of Current Interest Bonds) or Maturity Amount (in the case of Capital Appreciation Bonds), registered in the name of the transferee.

All Bonds surrendered upon any exchange or transfer provided for in this Indenture shall be promptly cancelled by the Trustee and thereafter disposed of as required by applicable law.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee or Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid by the owner thereof before any such new Bond shall be delivered. 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.

Except as may be otherwise provided in a Supplemental Indenture, the Trustee shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business **15** days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of such Bond and ending at the close of business on the day of such publication or mailing, or (b) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date for such series of Bonds and ending at the close of business on the relevant payment date therefor.

The Person in whose name any Bond shall be registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Indenture, and payment of or on account of the principal of, Accreted Value, redemption premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its principal corporate trust office a list of the names and addresses of the last known owners of all Bonds and the numbers of such Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the Issuer and the owners of at least **10%** of the Bond Obligation or the authorized representative

thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Notwithstanding any other provision of this **Section 208**, any owner of Bonds may pledge, assign and grant a security interest in its right, title and interest in and to such Bonds to a third party as security for an obligation of such owner to such third party.

Section 209. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Trustee such security or indemnity as may be required by it to save the Trustee and the Issuer harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series, maturity and of like tenor and principal amount (in the case of Current Interest Bonds) or Maturity Amount (in the case of Capital Appreciation Bonds), bearing a number not contemporaneously outstanding.

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

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

Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 210. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Trustee, shall be promptly cancelled by the Trustee, and, if surrendered to any Paying Agent other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Indenture. The Trustee shall execute and deliver to the Issuer a certificate describing the Bonds so cancelled. All cancelled Bonds held by the Trustee shall be disposed of in accordance with applicable law.

Section 211. Payments Due on Saturdays, Sundays and Holidays. In any case where the date for making payment of principal of, Accreted Value, redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, Accreted Value, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and no interest shall accrue for the period after such date.

Section 212. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal or Accreted Value 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 funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Issuer 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 Issuer, and the owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2026 Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this **Article III**. Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this **Article III** and as may be specified in such Additional Bonds and the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Section 302. Optional Redemption of Series 2026 Bonds. The Series 2026 Bonds shall be subject to redemption prior to maturity, at the option of the Issuer, on and after [_____] 1, 20[__], in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

Section 303. Special Mandatory Redemption of Series 2026 Bonds. The Series 2026 Bonds are subject to special mandatory redemption prior to maturity in part on each Interest Payment Date, commencing [_____] 1, 202[_], at a redemption price equal to 100% of the principal amount thereof, in an amount equal to the Revenues, if any, deposited in the Series 2026 Debt Service Account of the Debt Service Fund with respect to such Interest Payment Date that are not needed to pay interest due on the Series 2026 Bonds on such Interest Payment Date, in accordance with **Section 401** of the Tax Distribution Agreement. Such Revenues shall be applied to the special mandatory redemption of the Series 2026 Bonds in order of maturity.

Section 304. Extraordinary Mandatory Redemption of Series 2026 Bonds From Remaining Proceeds in the Series 2026 Project Account. The Series 2026 Bonds are subject to mandatory redemption in part at any time on or before March 1, 2029 at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to Series 2026 Debt Service Account of the Debt Service Fund from the Series 2026 Project Account of the Project Fund in accordance with **Section 403** of this Indenture. Such moneys shall be applied to the mandatory redemption of Series 2026 Bonds proportionately from each maturity.

Section 305. Extraordinary Mandatory Redemption of Series 2026 Bonds from Moneys on Deposit in the Series 2026 Debt Service Reserve Account. On the first Interest Payment Date on which all of the Outstanding Series 2026 Bonds can be paid in full with the sum of (a) moneys on deposit in the Series 2026 Debt Service Reserve Account and (b) Revenues available on such Interest Payment Date for the payment of the principal of and interest on the Series 2026 Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), the Series 2026 Bonds shall be subject to mandatory redemption, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2026 Debt Service Account from the Series 2026 Debt Service Reserve Account pursuant to the provisions of **Section 406** hereof less the amount of scheduled principal of and interest due and payable on the Series 2026 Bonds on such Interest Payment Date.

Section 306. Extraordinary Mandatory Redemption of Series 2026 Bonds from Remaining Proceeds in the Series 2026 Escrowed Project Account and Related Release from the Series 2026 Debt Service Reserve Account. The Series 2026 Bonds are subject to mandatory redemption in part following the Escrow Transfer Date on or before March 1, 2029 at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2026 Debt Service Account of the Debt Service Fund from the Series 2026 Escrowed Project Account of the Escrowed Project Fund in accordance with **Section 409(b)** of this Indenture and amounts transferred to the Series 2026 Debt Service Account of the Debt Service Fund from the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund in accordance with **Section 406(f)** of this Indenture. Such moneys shall be applied to the mandatory redemption of Series 2026 Bonds proportionately from each maturity.

Section 307. Redemption of Defeased Series 2026 Bonds. Any Series 2026 Bonds that have been defeased in accordance with the provisions set forth in **Section 1001** shall be subject to mandatory redemption in part, at a redemption price equal to 100% of the principal amount thereof, in the amounts and on the dates specified in the Mandatory Defeasance Redemption Schedule determined with respect to such Series 2026 Bonds, in accordance with the provisions set forth in **Section 1001** and the Projected Special Mandatory Redemption Schedule with respect to the Series 2026 Bonds attached as **Exhibit E** hereto.

Section 308. Selection by Trustee of Bonds to be Redeemed. Except as may be otherwise provided in this Section or in a Supplemental Indenture, Bonds may be redeemed only in Authorized Denominations.

Except as otherwise provided in this **Article III**, if less than all of the Series 2026 Bonds are to be redeemed, the particular Series 2026 Bonds to be redeemed shall be selected by the Trustee from the Series 2026 Bonds that have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to $5,000 principal amount. Except as may be otherwise provided in a Supplemental Indenture authorizing the issuance of a series of Additional Bonds, if less than all of any maturity of the related series of Additional Bonds are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to Authorized Denominations.

Section 309. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed and except as may be otherwise provided in a Supplemental Indenture authorizing a series of Additional Bonds, official notice of any such redemption shall be given by the Trustee on behalf of the Issuer by

mailing a copy of an official redemption notice by first class mail, at least **20** days (or, in the event of a Special Mandatory Redemption or a mandatory redemption from moneys on deposit in the Debt Service Reserve Fund pursuant to **Section 305**, at least **15** days) and not more than **60** days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

All official notices of redemption shall be dated and shall state:

(a) the redemption date;

(b) the redemption price;

(c) the principal amount or Accreted Value of Bonds of the series to be redeemed and, if less than all Bonds of a particular maturity of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, Maturity Amounts, numbers and maturity dates) of the Bonds to be redeemed;

(d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(e) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the Issuer that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

In addition to the foregoing notice, a copy of the notice of redemption shall also be given by the Trustee to the provider of any agreement relating to the investment of proceeds of the Bonds (to the extent required by the terms of any such agreement) at least one (1) Business Day prior to the redemption date.

The failure of any owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

In addition to the foregoing notice, the Trustee shall give further notice by first class, registered or certified mail or overnight delivery service or facsimile transmission to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed, if applicable, (b) the date of issue of the Bonds as originally issued, (c) the rate of interest borne by each Bond being redeemed, (d) the maturity date of each Bond being redeemed, and (e) any other descriptive information needed to identify

accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

Section 310. Deposit of Redemption Price. On or prior to any redemption date, the Issuer shall deposit with the Trustee or with a Paying Agent, an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

Section 311. Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the Issuer at the redemption price. Installments of interest with a due date on or prior to the redemption date shall be payable to the owners of the Bonds registered as such on the relevant Record Dates according to the terms of such Bonds and the provisions of **Section 204**.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

Section 312. Bonds Redeemed in Part. Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor, and the Issuer shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series and maturity of any Authorized Denomination or Denominations as requested by such owner in aggregate principal amount (in the case of Current Interest Bonds) or Maturity Amount (in the case of Capital Appreciation Bonds) equal to and in exchange for the unredeemed portion of the principal amount or Maturity Amount, as applicable, of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the **$5,000** (or other denomination) unit or units of principal amount or Maturity Amount, as applicable, called for redemption (and to that extent only).

Subject to the approval of the Trustee, in lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such owner and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to the Trustee for notation thereon of the portion of the principal amount or Maturity Amount, as applicable, thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal amount or Maturity Amount, as applicable, of the surrendered Bond.

ARTICLE IV

FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Creation of Funds and Accounts. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the Issuer to be designated as follows:

(a) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bond District – Project Fund" (the "Project Fund"), which shall consist of separately held and named Project Accounts for each series of Bonds for which the Issuer desires to establish a Project Account, including a Series 2026 Project Account.

(b) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bond District – Escrowed Project Fund" (the "Escrowed Project Fund"), which shall consist of separately held and named Escrowed Project Accounts for each series of Bonds for which the Issuer desires to establish an Escrowed Project Account, including a Series 2026 Escrowed Project Account.

(c) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bond District – Capitalized Interest Fund" (the "Capitalized Interest Fund"), which shall consist of separately held and named Capitalized Interest Accounts for each series of Bonds for which the Issuer desires to establish a Capitalized Interest Account, including a Series 2026 Capitalized Interest Account.

(d) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bond District – Costs of Issuance Fund" (the "Costs of Issuance Fund"), which shall consist of separately held and named Costs of Issuance Accounts for each series of Bonds, including a Series 2026 Costs of Issuance Account.

(e) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bond District – Debt Service Fund" (the "Debt Service Fund"), which shall consist of separately held and named Debt Service Accounts for each series of Bonds, including a Series 2026 Debt Service Account. In the event that a series of Bonds contains any Term Bonds, there shall be created and established a "Special Mandatory Redemption Subaccount" within the Debt Service Account established with respect to such series of Bonds. Accordingly, a Series 2026 Special Mandatory Redemption Subaccount shall be established within the Series 2026 Debt Service Account.

(f) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bond District – Debt Service Reserve Fund" (the "Debt Service Reserve Fund"), which shall consist of separately held and named Debt Service Reserve Accounts for each series of Bonds for which the Issuer desires to establish a Debt Service Reserve Account, including a Series 2026 Debt Service Reserve Account.

(g) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bond District – Rebate Fund" (the "Rebate Fund"), which shall consist of separately held and named Rebate Accounts for each series of Tax-Exempt Bonds (or several series of Tax-Exempt Bonds in the event that such Bonds are treated as a single bond issue under the federal arbitrage rules relating to Tax-Exempt Bonds), including a Series 2026 Rebate Fund.

(h) "Unified Government of Wyandotte County/Kansas City, Kansas – Northwest Speedway STAR Bonds District – Extraordinary Expense Fund (the "Extraordinary Expense Fund").

All funds, accounts and subaccounts shall be held by the Trustee in trust for application only in accordance with the provisions of this Indenture. With the exception of the Extraordinary Expense Fund, the Trustee will establish separately held and named accounts within each fund in the Supplemental Indenture for each series of Bonds. In addition, the Issuer or the Trustee may establish separate subaccounts within each account pursuant to the applicable Supplemental Indenture or Tax Compliance Agreement.

Section 402. Deposit of Bond Proceeds and Other Moneys.

(a) The net proceeds of the Series 2026 Bonds in the amount of $[_____] (representing the original principal amount of $[PRINCIPAL AMOUNT], less the underwriter discount of $[_____] [and original issue discount of $_____)], shall be paid to the Trustee, and the Trustee shall deposit and apply such proceeds as follows:

(i) Deposit to the credit of the Series 2026 Project Account of the Project Fund, the sum of $[_____].

(ii) Deposit to the credit of the Series 2026 Escrowed Project Account of the Escrowed Project Fund, the sum of $[_____].

(iii) Deposit to the credit of the Series 2026 Costs of Issuance Account of the Costs of Issuance Fund, the sum of $[_____], which deposit shall be disbursed by the Trustee from time to time, upon receipt of written disbursement requests of the Issuer in substantially the form of **Exhibit B** hereto and signed by the Issuer Representative, in amounts equal to the amount of Costs of Issuance certified in such written requests. At such time as the Trustee is furnished with a certificate of an Issuer Representative stating that all Costs of Issuance with respect to the Series 2026 Bonds have been paid, and in any case not later than six months from the date of issuance of the Series 2026 Bonds, the Trustee shall transfer any moneys remaining in the Series 2026 Costs of Issuance Account of the Costs of Issuance Fund from the proceeds of the Series 2026 Bonds to the Series 2026 Debt Service Account of the Debt Service Fund.

(iv) Deposit to the credit of the Series 2026 Capitalized Interest Account of the Capitalized Interest Fund, the sum of $[_____].

(v) Deposit to the credit of the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund, the sum of $[_____], which is equal to the Debt Service Reserve Requirement with respect to the Series 2026 Bonds.

(b) The Issuer shall deposit with the Trustee all of the net proceeds of each series of Additional Bonds, and the Trustee shall apply such proceeds, together with other moneys deposited with the Trustee, as provided in the Supplemental Indenture authorizing the issuance of such series of Additional Bonds.

Section 403. Project Fund.

(a) *Disbursements*. Moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project, all in accordance with the requirements of the Financing Documents.

The Trustee shall disburse moneys on deposit in the Series 2026 Project Account of the Project Fund from time to time to pay or as reimbursement for payment made for the Costs of the Project (other than Costs of Issuance) within 3 Business Days after receipt by the Trustee of written disbursement requests of the Developer and the Issuer, properly completed in all respects and in substantially the form specified in **Exhibit C** hereto, signed by the Developer Representative and the Issuer Representative; provided, however, that if for any reason the Developer and the Issuer should decide prior to the mailing or release of payment by the Trustee of any item not to pay such item, they shall give written notice of such decision to the Trustee and thereupon the Trustee shall not make such payment. The Trustee shall disburse moneys on deposit in a Project Account of the Project Fund established with respect to a series of Additional Bonds from time to time to pay or as reimbursement for payment made for Costs of the Project (other than Costs of Issuance) as provided in the Supplemental Indenture authorizing the issuance of the applicable series of Bonds.

In making payments pursuant to this Section, the Trustee may rely upon such written requests and accompanying certificates and statements and shall not be required to make any independent investigation in connection therewith. It is expressly agreed and understood by the parties, including the Issuer and the Developer, that the Trustee shall not have any responsibility in determining if costs paid pursuant to this Section are permitted costs under the Act. If the Issuer or the Developer so requests, a copy of each written disbursement request submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the requesting party. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file periodic statements of activity regarding the Project Fund with the Issuer and the Developer.

(b) *Completion of the Project*. The Developer, upon completion of the Project (or the portion of the Project being financed with the proceeds of a series of Bonds from amounts on deposit in the related Project Account of the Project Fund), shall deliver to the Trustee within 90 days thereafter a written certificate of the Developer Representative:

(i) stating that the Project (or the portion of the Project being financed with the proceeds of such series of Bonds from amounts on deposit in the related Project Account of the Project Fund) has been fully completed substantially in accordance with the plans and specifications for the Project, as then amended, and the date of completion of the Project (or the portion of the Project being financed with the proceeds of such series of Bonds from amounts on deposit in the related Project Account);

(ii) stating that he or she has made such investigation of such sources of information as are deemed by him or her to be necessary, including pertinent records of the Developer and/or the Issuer, and that the Costs of the Project to be financed with the proceeds of such series of Bonds have been fully paid for and no claim or claims exist against the Developer, the Issuer, or the Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Developer or the Issuer, as applicable, intends to contest such claim or claims in accordance with the Financing Documents, in which event such claim or claims shall be described; provided,

further, that it shall be stated that moneys are on deposit in the related Project Account of the Project Fund or are available through enumerated bank loans (including letters of credit) or other sources sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims; and

(iii) directing the Trustee as to the application of the remaining moneys in the related Project Account of the Project Fund, as provided in the immediately succeeding paragraph.

If after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of this Section and after receipt by the Trustee of the certificate required by the preceding paragraph of this Section and after all rebatable earnings have been transferred to the Rebate Fund pursuant to **Section 407** of this Indenture, there shall remain any moneys in a Project Account of the Project Fund, such moneys shall be deposited in the related Debt Service Account of the Debt Service Fund and used to redeem Bonds of the applicable series at the earliest permissible date under **Section 304** of this Indenture and any similar provision contained in the Supplemental Indenture pursuant to which such Bonds were issued.

(c) *Remaining Moneys*. Notwithstanding any other provision of this Indenture, in the event that proceeds of the Series 2026 Bonds remain in the Series 2026 Project Account of the Project Fund on February 1, 2029, the Trustee shall automatically transfer such proceeds to the Series 2026 Debt Service Account of the Debt Service Fund and apply such amount to redeem the Series 2026 Bonds on March 1, 2029 pursuant to **Section 304** of this Indenture.

Section 404. Capitalized Interest Fund.

(a) Moneys in the applicable account of the Capitalized Interest Fund shall be transferred by the Trustee without further authorization to the related account of the Debt Service Fund and used to pay interest on the related series of Bonds during the period of construction and initial startup of the portion of the Project being financed by such series of Bonds. In particular, moneys in the Series 2026 Capitalized Interest Account of the Capitalized Interest Fund shall be transferred to the Series 2026 Debt Service Account of the Debt Service Fund and used to pay interest on the Series 2026 Bonds.

(b) No later than three (3) Business Days prior to each Interest Payment Date, the Trustee shall transfer moneys on deposit in the applicable account of the Capitalized Interest Fund to the related Debt Service Account, in such amount as may be required to cause the amount then held in such Debt Service Account to be equal to the amount of interest to become due and payable on the related series of Bonds on such Interest Payment Date.

Section 405. Debt Service Fund. The Trustee shall deposit and credit to the applicable account of the Debt Service Fund, as and when received, the following amounts:

(a) The amount required to be transferred thereto from the applicable account of the Capitalized Interest Fund pursuant to **Section 404** hereof.

(b) The Revenues required to be transferred thereto pursuant to the Tax Distribution Agreement. Any amounts to be transferred to a Debt Service Account of the Debt Service Fund pursuant to **Section [401(e)]** of the Tax Distribution Agreement shall be deposited in the Special Mandatory Redemption Subaccount established within such Debt Service Account.

(c) Any amount required to be transferred from a Project Account of the Project Fund to the related Debt Service Account of the Debt Service Fund upon completion of the portion of the Project being financed with the proceeds of the related series of Bonds pursuant to **Section 403** hereof, or from the related Debt Service Reserve Account of the Debt Service Reserve Fund pursuant to **Section 406** hereof.

(d) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to **Section 502** hereof.

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

(f) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture or any other Financing Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into a Debt Service Account of the Debt Service Fund.

The moneys in the Debt Service Accounts established with respect to each series of Bonds shall be held in trust and, except as otherwise provided herein or in the applicable Supplemental Indenture, shall be applied solely in accordance with the provisions of this Indenture to pay the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided herein or in the applicable Supplemental Indenture, moneys in such Debt Service Accounts shall be expended solely as follows: (i) *first*, to pay interest on the applicable series of Bonds as the same become due; (ii) *second*, to pay principal and Accreted Value of the applicable series of Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (iii) *third*, to pay principal of, Accreted Value, and redemption premium, if any, on the applicable series of Bonds as the same become due upon redemption (other than a Special Mandatory Redemption) prior to maturity; provided, however, that moneys in the Special Mandatory Redemption Subaccounts of such Debt Service Accounts may also be expended to pay interest, principal and Accreted Value of the applicable Term Bonds upon the Special Mandatory Redemption thereof in accordance with the provisions of this Indenture.

The Trustee is authorized and directed to withdraw sufficient funds from the applicable account of the Debt Service Fund to pay principal of, Accreted Value, redemption premium, if any, and interest on the applicable series of Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, Accreted Value, redemption premium, if any, and interest.

The Trustee, upon the written instructions from the Issuer, shall use excess moneys in an account of the Debt Service Fund to redeem all or part of the applicable series of Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, 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 Issuer, in accordance with the provisions of **Article III** hereof with respect to the Series 2026 Bonds and the provisions of the Supplemental Indenture pursuant to which such Bonds were issued with respect to any Additional Bonds, and to the extent said moneys are in excess of the amount required for payment of such Bonds theretofore matured or called for redemption. The Issuer may cause such excess money in an account of the Debt Service Fund or such part thereof to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of the applicable series of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued

interest thereon to the date of such purchase (in the case of Current Interest Bonds) or the Accreted Value as of the date of such purchase (in the case of Capital Appreciation Bonds).

After payment in full of the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee, any Paying Agents and the Issuer, and any other amounts required to be paid under this Indenture and the Financing Documents, all amounts remaining in the Debt Service Fund shall be paid to the Issuer.

Section 406. Debt Service Reserve Fund.

(a) The Debt Service Reserve Fund shall be maintained in an amount equal to the Debt Service Reserve Requirement with respect to the Bonds. The Trustee shall deposit and credit to the applicable account of the Debt Service Reserve Fund, as and when received, as follows:

(i) The initial deposit required by **Section 402** hereof in an amount equal to the Debt Service Reserve Requirement with respect to the Series 2026 Bonds.

(ii) Any amount required by the Tax Distribution Agreement to be transferred to a Debt Service Reserve Account established with respect to a series of Bonds to fund or make up a deficiency in such Debt Service Reserve Account.

(iii) Any amount required to be transferred from a Project Account of the Project Fund to the related Debt Service Reserve Account of the Debt Service Reserve Fund upon completion of the portion of the Project being financed with the proceeds of the related series of Bonds pursuant to **Section 403** hereof.

(iv) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Reserve Fund pursuant to **Section 502** hereof.

(v) Any amounts required by a Supplemental Indenture authorizing the issuance of Bonds to be deposited in the applicable account of the Debt Service Reserve Fund, as specified in such Supplemental Indenture.

(vi) All other moneys received by the Trustee under and pursuant to any of the provisions of any Financing Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Debt Service Reserve Fund.

(b) Moneys in a Debt Service Reserve Account established with respect to a series of Bonds shall be disbursed and expended by the Trustee solely for the payment of the principal of, Accreted Value, redemption premium, if any, and interest on such series of Bonds if sufficient moneys therefor are not available in the applicable accounts, *first*, in the Debt Service Account established with respect to such series of Bonds, *second* (with respect to interest only), in the Capitalized Interest Account established with respect to such series of Bonds, and *third*, in the Special Mandatory Redemption Subaccount established within the Debt Service Account with respect to such series of Bonds. In the event the balance of moneys in the Debt Service Account established with respect to such series of Bonds, the Capitalized Interest Account established with respect to such series of Bonds (with respect to interest only), or the Special Mandatory Redemption Subaccount established within the Debt Service Account with respect to such series of Bonds is insufficient to pay principal of, Accreted Value, redemption premium, if any, or interest on such series of Bonds when due and payable, moneys in the Debt Service Reserve Account established with respect to such series of Bonds shall be transferred into the Debt Service Account with respect to such series

of Bonds in an amount sufficient to make up such deficiency. The Trustee may use moneys in such Debt Service Reserve Account for such purpose whether or not the amount in such Debt Service Reserve Account at that time equals the Debt Service Reserve Requirement with respect to such series of Bonds. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal and Accreted Value with respect to such series of Bonds.

(c) On the first Interest Payment Date on which all of the Outstanding Bonds of a series can be paid in full with the sum of (i) moneys on deposit in the Debt Service Reserve Account with respect to such series of Bonds and (ii) Revenues available on such Interest Payment Date for the payment of the principal, Accreted Value and interest on such Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), all of the moneys in the Debt Service Reserve Account with respect to such series of Bonds shall be transferred to the Debt Service Account with respect to such series of Bonds and applied to the payment of the principal, Accreted Value and interest on such Bonds on such Interest Payment Date (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), which amount shall be applied to the payment of such Bonds prior to the application of Revenues to the payment of such Bonds.

(d) Except as may be otherwise provided in a Supplemental Indenture, the Trustee shall determine the Value of cash and Permitted Investments in each account of the Debt Service Reserve Fund each February 1 and August 1 and at the time of any withdrawal from each account of the Debt Service Reserve Fund and at such other times as the Trustee deems appropriate. If on any such valuation date, the Value of cash and Permitted Investments on deposit in an account of the Debt Service Reserve Fund is less than the applicable Debt Service Reserve Requirement, or at any time any amount is withdrawn from an account of the Debt Service Reserve Fund for the purposes described above, the Trustee shall immediately notify the Issuer and the Credit Enhancer with respect to the applicable series of Bonds, if any, of such deficiency. If at any time of valuation, the Value of cash and Permitted Investments on deposit in such account of the Debt Service Reserve Fund is in excess of the applicable Debt Service Reserve Requirement, the amount of such excess shall be transferred to the applicable account of the Debt Service Fund.

(e) The Debt Service Reserve Requirement may be satisfied by deposits in cash, Permitted Investments, or, in lieu of such required deposits into an account of the Debt Service Reserve Fund, the Issuer may cause to be deposited in such account a surety bond, an insurance policy, a letter of credit or other credit facility, with a term of no less than five years, payable to the Trustee that in each case shall be in an amount equal to the difference between the Debt Service Reserve Requirement and the sums, if any, then on deposit to the credit of the Debt Service Reserve Fund; provided, that no such surety bond, insurance policy, letter of credit or other credit facility may be used without the prior written consent of the Credit Enhancer with respect to the applicable series of Bonds, if any, as to the provider and the terms thereof. If the Issuer elects to deposit a letter of credit, surety bond, insurance policy or other credit facility in an account of the Debt Service Reserve Fund in lieu of moneys on deposit therein, upon any such deposit, the Trustee shall transfer to the applicable account of the Debt Service Fund from the applicable account of the Debt Service Reserve Fund cash in an amount equal to, or Permitted Investments held therein having a market value equal to, the face amount of the letter of credit, surety bond, insurance policy or other credit facility then being deposited to the extent that such face amount, together with the cash and Permitted Investments in such account of the Debt Service Reserve Fund exceeds the applicable Debt Service Reserve Requirement.

(f) In the event of a transfer of moneys from the Series 2026 Escrowed Project Account of the Escrowed Project Fund to the Series 2026 Debt Service Account of the Debt Service Fund pursuant to **Section 409(b)** of this Indenture, the Trustee shall transfer on the same day from the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund to the Series 2026 Debt Service Account of the

Debt Service Fund an amount equal to the product of the Debt Service Reserve Requirement with respect to the Series 2026 Bonds ($[_____]) multiplied by the quotient of the amount so transferred from the Series 2026 Escrowed Project Account to the Series 2026 Debt Service Account divided by $[_____], which amount shall be applied to the redemption of the Series 2026 Bonds pursuant to **Section 306**.

Section 407. Rebate Fund. There shall be deposited in the applicable account of the Rebate Fund such amounts as are required to be deposited therein pursuant to the applicable Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither the Issuer nor the owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).

Pursuant to the Tax Compliance Agreement, the Trustee shall remit all required rebate installments and a final rebate payment to the United States. Neither the Trustee nor the Issuer shall have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Rebate Fund created under this Indenture as provided in this Indenture and the Tax Compliance Agreement. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Issuer.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds until all rebatable arbitrage shall have been paid.

Section 408. Extraordinary Expense Fund.

(a) The Trustee shall deposit and credit to the Extraordinary Expense Fund, as and when received, as follows:

(i) Any amount required by the Tax Distribution Agreement to be transferred to the Extraordinary Expense Fund; and

(ii) All other moneys received by the Trustee under and pursuant to any of the provisions of any Financing Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Extraordinary Expense Fund.

(b) Amounts on deposit in the Extraordinary Expense Fund shall be used solely for the purpose of paying the fees, expenses and other costs, including legal fees, incurred by the Issuer in connection with an audit, questionnaire or other request for information from the Internal Revenue Service in connection with any Tax-Exempt Bonds or from the Securities and Exchange Commission in connection with the Bonds and the final payment of principal of and interest on the Bonds. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a requisition signed by the Issuer Representative, including invoices for such fees, expenses and other costs. In making payment and disbursements pursuant to this Section, the Trustee may conclusively rely upon the requisitions of the Issuer Representative and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the requisitions.

Section 409. Escrowed Project Fund.

(a) Prior to the Escrow Transfer Date with respect to the Series 2026 Bonds, the Escrowed Amount (or a portion thereof) on deposit in the Series 2026 Escrowed Project Account of the Escrowed Project Fund shall be transferred by the Trustee to the Series 2026 Project Account of the Project Fund upon receipt by the Trustee, on or prior to such Escrow Transfer Date, of a certificate executed by the Developer Representative and the Issuer Representative in substantially the form of **Exhibit F**. The Trustee shall provide a copy of such certificate to the Original Purchaser of the Series 2026 Bonds.

(b) In the event that the Escrow Release Conditions have not been satisfied on or before the Escrow Transfer Date with respect to the Series 2026 Bonds, the Escrowed Amount (or remaining portion thereof) on deposit in the Series 2026 Escrowed Project Account of the Escrowed Project Fund shall be transferred on such Escrow Transfer Date to the Series 2026 Debt Service Account of the Debt Service Fund and applied to the redemption of the Series 2026 Bonds pursuant to **Section 306.**

(c) Prior to an Escrow Transfer Date with respect to a series of Additional Bonds, the related Escrowed Amount (or a portion thereof) on deposit in the applicable Escrowed Project Account of the Escrowed Project Fund established with respect to such series of Bonds shall be transferred by the Trustee to the Project Account of the Project Fund established with respect to such series of Bonds upon receipt by the Trustee, on or prior to such Escrow Transfer Date, of a certificate executed by the Developer Representative and the Issuer Representative stating that the related Escrow Release Conditions have been satisfied with respect to the portion of the Escrowed Amount requested to be transferred, which certificate shall be in substantially the form provided in the applicable Supplemental Indenture with respect to any Additional Bonds for which an Escrowed Project Account is established. The Trustee shall provide a copy of such certificate to the Original Purchaser of such Additional Bonds.

(d) Amounts in an Escrowed Project Account established with respect to a series of Additional Bonds shall be transferred on the Escrow Transfer Dates with respect to such series of Additional Bonds to the related Debt Service Account of the Debt Service Fund and applied to the redemption of such series of Additional Bonds pursuant to the redemption provisions of the related Supplemental Indenture, in accordance with the Escrow Release Conditions and the provisions specified in the Supplemental Indenture authorizing such series of Additional Bonds.

Section 410. Records and Reports of Trustee. The Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Trustee pursuant to the provisions of this Indenture as are requested in writing by the Issuer. The Trustee shall furnish to the Issuer quarterly on the tenth Business Day after the end of each calendar quarter, a report on the status of each of the funds, accounts and subaccounts established under this Article which are held by the Trustee, showing the balance in each such fund, account or subaccount as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund, account or subaccount, the dates of such deposits and disbursements, and the balance in each such fund, account or subaccount on the last day of the preceding month. The Trustee shall render an annual accounting for each calendar year ending December 31 to the Issuer, the Credit Enhancer, if any, and any bondowner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period, including investment earnings and the balance in any funds, accounts or subaccounts created by this Indenture as of the beginning and close of such accounting period.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the funds, accounts and subaccounts held under 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 other Financing Documents, and, until used or applied as herein provided, shall (except for moneys in the Costs of Issuance Fund, the Extraordinary Expense Fund and the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Issuer except as provided under **Section 502** hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except to the extent such moneys are invested in Permitted Investments.

Section 502. Investment of Moneys. Moneys held in each of the funds, accounts and subaccounts under this Indenture shall, pursuant to written directions of the Issuer Representative, or in the absence of such direction at the discretion of the Trustee, be invested and reinvested by the Trustee in accordance with the provisions of this Indenture and the Tax Compliance Agreements in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. The Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department or that of any affiliate of the Trustee and may pool moneys for investment purposes, except moneys held in any fund, account or subaccount that are required to be yield restricted in accordance with a Tax Compliance Agreement, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount in which such moneys are originally held.

Except as may be otherwise provided in a Supplemental Indenture, the interest accruing on each fund, account or subaccount and any profit realized from such Permitted Investments (other than any amounts required to be deposited in an account of the Rebate Fund pursuant to **Section 407** hereof) shall be credited to such fund, account or subaccount, and any loss resulting from such Permitted Investments shall be charged to such fund, account or subaccount; provided, that interest accruing on amounts on deposit in an account of the Project Fund, the Escrowed Project Fund, and the Debt Service Reserve Fund shall be credited to the related account of the Debt Service Fund. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund, account or subaccount for the purposes of such fund, account or subaccount and the Trustee shall not be liable for any loss resulting from such investments.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 601. Authority to Issue Bonds and Execute Indenture. The Issuer covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 602. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof) solely out of the Trust Estate including, with respect to the Bonds, the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the Issuer, the State or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any political subdivision thereof, but shall be payable solely from the Trust Estate. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, Accreted Value, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

Section 603. Payment of Bonds. The Issuer shall duly and punctually pay, but solely from the Trust Estate, the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

Section 604. Performance of Covenants. The Issuer shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 605. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Financing Documents, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee or any bondholder may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Financing Documents, and the transactions relating thereto, shall be open to inspection by the Issuer and any bondholder during business hours upon reasonable notice.

Section 606. Enforcement of Rights. The Issuer agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the Issuer may enforce all rights of the Issuer and the Trustee and all obligations of the Developer under and pursuant to any Financing Documents for and on behalf of the bondowners, whether or not the Issuer is in default hereunder. Copies of the Financing Documents shall be delivered to and held by the Trustee.

Section 607. Tax Covenants. The Issuer (to the extent within its power or direction) will not use or permit the use of any proceeds of the Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and will not take any action or permit any action to be taken that would adversely affect the excludability of the interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Issuer will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Internal Revenue Code to maintain the exclusion from gross income for federal income tax purposes of the interest on any Tax-Exempt Bonds.

The Issuer shall file all appropriate returns, reports and attachments to income tax returns required by the provisions of the Internal Revenue Code, including without limitation the Information Return for Governmental Bond Issues (Form 8038–G) required under the Internal Revenue Code.

The Trustee agrees to comply with the provisions of each Tax Compliance Agreement, and may rely upon such Tax Compliance Agreements and any Opinion of Bond Counsel that sets forth such requirements, to comply with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the excludability of the interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Trustee from time to time may cause a firm of attorneys, consultants or independent accountants or an investment banking firm to supply the Trustee, on behalf of the Issuer, with such information as the Trustee, on behalf of the Issuer, may request in order to determine in a manner reasonably satisfactory to the Trustee, on behalf of the Issuer, all matters relating to (a) the actuarial yield on any Tax-Exempt Bonds as the same may relate to any data or conclusions necessary to verify that such Tax-Exempt Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the Issuer.

The Issuer may cease to comply with any requirement set forth in this Section, provided it provides the Trustee with an Opinion of Bond Counsel addressed to the Trustee that the Issuer's failure to comply with such requirement will not adversely affect the excludability of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes.

The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article X** of this Indenture or any other provision of this Indenture, until the final maturity date of all Tax-Exempt Bonds Outstanding and payment thereof.

Section 608. Certain Opinions to be Provided to the Issuer. Each Opinion of Bond Counsel required to be addressed and delivered to the Trustee under any provision of this Indenture shall also be addressed and delivered to the Issuer.

Section 609. Continuing Disclosure. Under the Continuing Disclosure Agreement with respect to the Series 2026 Bonds, the Issuer and the Developer have undertaken all responsibility for compliance with continuing disclosure requirements with respect to S.E.C. Rule 15c2-12. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Issuer Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure of the Issuer, the Developer or the dissemination agent to comply with a Continuing Disclosure Agreement shall not be considered an event of default under this Indenture, and the sole remedy in the event of such failure shall be such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such Person to comply with its obligations under the Continuing Disclosure Agreement.

Section 610. No Repeal of City or County Sales Tax. So long as any Bonds are Outstanding, the Issuer shall not adopt an ordinance repealing the city sales tax or county sales tax.

Section 611. Provisions of Tax Distribution Agreement to Control. Notwithstanding anything to the contrary contained herein, in the event of a conflict between the provisions of this Indenture and the provisions of the Tax Distribution Agreement, the provisions of the Tax Distribution Agreement shall control.

Section 612. Development Agreement.

(a) The Issuer agrees that it will use reasonable efforts to enforce against the Developer the provisions of the Development Agreement for which noncompliance by the Developer would have a material adverse effect on the amount of Revenues to be transferred to the Trustee hereunder. Notwithstanding any other provision of this Indenture to the contrary, in the event that the Issuer fails to comply with the covenant set forth in the immediately preceding sentence, such failure to comply shall not constitute an event of default hereunder, and in such event the sole and exclusive remedy available to bondowners is that the Trustee may pursue, on behalf of the Issuer and upon prior written notice to the Issuer, any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer under the Development Agreement. The Trustee shall be obligated to exercise such remedy as the Trustee shall deem most expedient in the interests of the bondowners if requested in writing to do so by the owners of not less than a majority of the Bond Obligation of the affected series of Bonds and if indemnified as provided in **Section 802(e)** of this Indenture; provided, however, that so long as Credit Enhancement is in effect with respect to the affected series of Bonds and the Credit Enhancer has not wrongfully failed to honor its obligations under the Credit Enhancement, the Trustee shall not exercise any such rights or remedies without the written consent or direction of the Credit Enhancer.

(b) The Issuer agrees that it will not enter into any amendment to the Development Agreement that would have a material adverse effect on the amount of Revenues to be transferred to the Trustee hereunder.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. Subject to the provisions of **Section 709** hereof, the term **"event of default,"** wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) as it applies to any one series of Bonds:

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

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

(c) default of the Issuer in the performance, or breach, of any covenant or agreement contained in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically addressed elsewhere in this Section), and continuance of such default or breach for a period of **60** days after there has been given to the Issuer by the Trustee or to the Issuer and the Trustee by the owners of at least **10%** of the Bond Obligation of the affected series of Bonds, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **60**-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Issuer shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

In addition to the foregoing, the Supplemental Indenture relating to a series of Bonds may specify additional events of default applicable only to such series of Bonds.

Notwithstanding the foregoing, an event of default that affects only one series of Bonds shall not constitute an event of default with respect to any other series of Bonds.

Section 702. Exercise of Remedies by the Trustee.

(a) Upon the occurrence and continuance of any event of default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies in addition to any other rights and remedies provided under this Indenture or by law:

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

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

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

(iv) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 706** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

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

(b) Upon the occurrence and continuance of any event of default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall be obligated to exercise one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the bondowners if requested in writing to do so by the owners of not less than a majority of the Bond Obligation of the affected series of Bonds and if indemnified as provided in **Section 802(e)** of this Indenture; provided, however, that so long as Credit Enhancement is in effect with respect to the affected series of Bonds and the Credit Enhancer has not wrongfully failed to honor its obligations under the Credit Enhancement, the Trustee shall not exercise any such rights or remedies without the written consent or direction of the Credit Enhancer.

(c) The Bonds are not subject to acceleration upon an Event of Default.

Section 703. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal or Accreted Value of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, Accreted Value, redemption premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

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

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is authorized by each bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 804**.

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

Section 704. Limitation on Suits by Bondowners. No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless

(a) such owner has previously given written notice to the Trustee of a continuing event of default;

(b) the owners of not less than a majority of the Bond Obligation of the affected series of Bonds shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;

(c) such owner or owners have offered to the Trustee indemnity as provided in **Section 802(e), Section 802(k)** and **Section 804** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

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

(e) no direction inconsistent with such written request has been given to the Trustee during such **60**-day period by the owners of a majority of the Bond Obligation of the affected series of Bonds;

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

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

Section 705. Control of Proceedings by Bondowners. The owners of a majority of the Bond Obligation of the affected series of Bonds shall have the right, during the continuance of an event of default, provided indemnity has been provided to the Trustee in accordance with **Section 802(e), Section 802(k)** and **Section 804**:

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

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

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

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

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

Section 706. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, Accreted Value, redemption premium, if any, or interest, upon presentation of the affected Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment to the Trustee of all undeducted amounts due the Trustee under **Section 804** of this Indenture;

(b) **Second:** To the payment to the Owners entitled thereto of all installments of interest then due and payable on affected series of Bonds in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

(c) **Third:** To the payment to the Owners entitled thereto of the unpaid principal of any of the affected series of 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, with interest on the principal amount of such Bonds at the respective rates specified therein from the respective dates upon which such Bonds became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the Owners entitled thereto without any discrimination or preference;

(d) **Fourth:** To the payment to the Credit Enhancer, if any, of any amounts due and owing to the Credit Enhancer for reimbursement of any payment of principal of, Accreted Value and interest on the Bonds made by the Credit Enhancer; and

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

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of

the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 707. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 708. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondowners, as the case may be.

Section 709. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority of the Bond Obligation of the affected series of Bonds may, by written notice delivered to the Trustee and the Issuer, on behalf of the owners of all such Bonds waive any past default hereunder and its consequences, except a default

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

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

Notwithstanding the foregoing, so long as Credit Enhancement is in effect with respect to the affected series of Bonds, the Trustee shall not waive any event of default without the prior written consent of the Credit Enhancer.

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

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

(a) Except during the continuance of an event of default,

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

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) If an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable person would exercise or use under the circumstances in the conduct of its own affairs.

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

(i) this subsection shall not be construed to limit the effect of subsection (a) of this section;

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

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

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

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

Section 802. Certain Rights of Trustee. Except as otherwise provided in **Section 801** of this Indenture:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely upon a certificate of an Issuer Representative as to the sufficiency of any request or direction of the Issuer mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution or ordinance in the form therein set forth has been duly adopted by the governing body of the Issuer, and is in full force and effect.

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

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

(e) Notwithstanding anything in this Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture whether at the request or direction of any of the bondowners pursuant to this Indenture or otherwise, except the duty to pay the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds and to give notice of redemptions as provided herein unless such bondowners or other party shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in connection with such rights or powers.

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

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer under any provision of this Indenture.

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

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or

by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder except as to investments authorized and directed pursuant to **Section 502** of this Indenture.

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture other than the payment of debt service on the Bonds from monies on deposit with the Trustee or giving notice of redemption of the Bonds, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action.

(l) The Trustee may elect not to proceed in accordance with the directions of the bondowners or the Credit Enhancer, if any, without incurring any liability to the bondowners or the Credit Enhancer, if any, if, in the opinion of the Trustee such direction may result in environmental liability to the Trustee, in its individual capacity for which the Trustee has not received indemnity pursuant to **Section 802** and **Section 804** hereof from the bondowners or the Credit Enhancer, if any, and the Trustee may rely upon an Opinion of Counsel addressed to the Issuer and the Trustee in determining whether any action directed by the bondowners or the Credit Enhancer, if any, may result in such liability.

(m) The Trustee may inform the bondowners or the Credit Enhancer, if any, of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists, which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to **Section 802** and **Section 804** hereof.

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

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

Section 803. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by **Article IV** of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the Issuer, the Credit Enhancer, if any, or the owners of at least **10%** of the Bond Obligation of the affected series of Bonds, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within **30** days after the Trustee has received notice of any default or the occurrence of any default hereunder of which the Trustee is deemed to have notice, the Trustee shall give written notice of such default by first class mail to all owners of Bonds of the affected series as shown on the bond register maintained by the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the

principal of, Accreted Value, redemption premium, if any, or interest on any Bond, the Trustee shall be protected in withholding such notice to such bondowners if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the bondowners. For the purpose of this Section, the term **"default"** means any event which is, or after notice or lapse of time or both would become, an event of default as defined in **Section 701**.

Section 804. Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement:

(a) on the date of issuance of the Series 2026 Bonds, payment of an acceptance fee in the amount of $5,000.00, plus the first one (1) year of annual Trustee fees with respect to the Series 2026 Bonds in the amount of $10,000.00;

(b) on each February 15 and August 15 (or if such day is not a Business Day, on the next succeeding Business Day), commencing [August] 15, 202[6], payment of a reasonable semiannual fee for its services rendered hereunder, which semiannual fee with respect to the Series 2026 Bonds shall be an amount equal to $5,000.00 for each semiannual fee;

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

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

All such payments and reimbursements shall be made by the Issuer, but only from the Escrow Fund established under the Tax Distribution Agreement pursuant to the terms of the Tax Distribution Agreement.

Section 805. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least **$100,000,000**. If such bank or trust company publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 806. Resignation and Removal of Trustee.

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

(b) If the Trustee has or shall acquire any conflicting interest, it shall, within **90** days after ascertaining that it has a conflicting interest, or within **30** days after receiving written notice from the Issuer that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Issuer and the Trustee signed by the owners of a majority of the Bond Obligation or, so long as the Issuer is not in default and no condition that with the giving of notice or passage of time, or both, would constitute a default hereunder, by the Issuer. The Issuer or any bondowner may at any time petition any court of competent jurisdiction for the removal of the Trustee for cause.

(d) If at any time

(i) the Trustee shall fail to comply with subsection (b) after written request therefor by the Issuer or by any bondowner, or

(ii) the Trustee shall cease to be eligible under **Section 805** and shall fail to resign after written request therefor by the Issuer or by any such bondowner, or

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

then, in any such case, the Issuer may remove the Trustee or any bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

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

(f) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 808**.

Section 807. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer or the owners of a majority of the Bond Obligation (if an event of default hereunder has occurred and is

continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Issuer or the bondowners. If, within **30** days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, any bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 808. Acceptance of Appointment by Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee and the duties and obligations of the retiring Trustee shall cease and terminate; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

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

Section 809. Merger, Consolidation and Succession to Business. Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 810. Co-Trustees and Separate Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein

granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least **25%** of the Bond Obligation, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Issuer does not join in such appointment within **15** days after the receipt by it of a request so to do, or in case an event of default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

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

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

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

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

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

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

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

Section 811. Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds of any series, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, Accreted Value, redemption premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Issuer in connection with the appointment of any successor Trustee.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 901. Supplemental Indentures Without Consent of Bondowners. Without the consent of the owners of any Bonds, the Issuer and the Trustee may at any time or from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the delivery of Bonds or the issuance of other evidences of indebtedness;

(b) to add to the limitations and restrictions in this Indenture other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(c) to add to the covenants and agreements of the Issuer in this Indenture other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(d) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Indenture of the Revenues or of any other moneys, securities or funds;

(e) to modify any of the provisions of this Indenture in any respect whatever, provided that such modification shall be and shall be expressed to be ineffective as to Bonds of any series Outstanding as of the date of the adoption of such Supplemental Indenture;

(f) to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in this Indenture;

(g) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect;

(h) to make such modifications or changes herein that are not materially adverse to the interests of any bondowner, as determined by the Trustee in its discretion (which determination shall be binding and conclusive on the Issuer and the bondowners); or

(i) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in **Section 203**.

Section 902. Supplemental Indentures with Consent of Bondowners. With the written consent of the owners of not less than a majority of the Bond Obligation affected by such Supplemental Indenture, the Issuer and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the owners of the Bonds under the Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

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

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

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

(d) modify any of the provisions of this Section or **Section 709**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(e) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee in its discretion may determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the Issuer and the bondowners, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

A Supplemental Indenture shall not be effective unless and until there shall have been filed with the Trustee (i) an Opinion of Counsel stating that the execution and delivery of such Supplemental Indenture is authorized or permitted by this Indenture and the Act, complies with the respective terms thereof, and is valid and binding upon the Issuer and enforceable in accordance with its terms, and (ii) an Opinion of Bond Counsel to the effect that such Supplemental Indenture will not adversely affect the excludability of interest on any Tax-Exempt Bond from gross income for federal income tax purposes.

Section 903. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the Issuer shall be entitled to receive, and, subject to **Article VIII**, shall be fully protected in relying upon, an Opinion of Counsel addressed and delivered to the Trustee and the Issuer stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and the Act, and will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms, and an Opinion of Bond Counsel stating that the execution and delivery thereof will not adversely affect the excludability of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 904. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 905. Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE X

SATISFACTION AND DISCHARGE

Section 1001. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, Accreted Value, redemption premium, if any, and interest on such Bonds, as and when the same become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to:

(i) pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, Accreted Value, redemption premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); and

(ii) with respect to any Defeased Term Bonds, redeem such Defeased Term Bonds, at a redemption price equal to the principal amount thereof, plus accrued interest

thereon to the redemption date, in the amounts and on the dates set forth in the mandatory redemption schedule (the "Mandatory Defeasance Redemption Schedule") with respect to the Defeased Term Bonds of such maturity, which Mandatory Defeasance Redemption Schedule shall be determined as follows:

(A) the Trustee shall prepare a redemption schedule by applying the total Outstanding principal amount of all Term Bonds of such maturity to the amounts listed in the column "Projected Special Mandatory Redemption Amounts" in the Projected Special Mandatory Redemption Schedule with respect to the Term Bonds of such maturity in reverse chronological order, so that projected Special Mandatory Redemption amounts in the Projected Special Mandatory Redemption Schedule are preserved from the end of such Projected Special Mandatory Redemption Schedule (*i.e.,* the last Interest Payment Date) forward (*i.e.*, towards the earlier Interest Payment Dates) until the aggregate principal amount of all Outstanding Term Bonds of such maturity has been accounted for;

(B) the redemption schedule determined in accordance with clause (A) above shall be modified so that the redemption amounts set forth in such schedule for each Interest Payment Date that occurs on or before the date of defeasance of the Defeased Term Bonds shall be subtracted from the redemption amounts for such Interest Payment Date and an equal redemption amount shall be added to the redemption amount otherwise determined for the first Interest Payment Date that occurs after the date of defeasance of the Defeased Term Bonds; and

(C) the redemption schedule determined in accordance with clauses (A) and (B) above shall be further modified so that the redemption amounts in such schedule for each Interest Payment Date are adjusted pro rata based upon the relationship between the aggregate principal amount of the Defeased Term Bonds of such maturity and the aggregate principal amount of all Outstanding Term Bonds of such maturity (*i.e*., each redemption amount shall be multiplied by a ratio, the numerator of which is the aggregate principal amount of the Defeased Term Bonds of such maturity and the denominator of which is the aggregate principal amount of all Outstanding Term Bonds of such maturity);

provided that, if any such Bonds are to be redeemed prior to the maturity thereof, irrevocable notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

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

providing for the payment of any Bonds will not cause the interest on any Tax-Exempt Bond to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture.

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

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

Section 1002. Satisfaction and Discharge of Indenture. This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein provided for) if the following conditions are met:

(a) the principal of, Accreted Value, redemption premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1001**;

(b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment; and

(c) the Trustee receives an Opinion of Counsel to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Indenture have been complied with.

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

Notwithstanding anything herein to the contrary, in the event that the principal, Accreted Value and/or interest due on a series of Bonds shall be paid by the Credit Enhancer pursuant to the Credit Enhancement, such Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid, and all covenants, agreements and other obligations of the Trustee to the registered owners shall continue to exist and shall run to the benefit of the Credit Enhancer, and the Credit Enhancer shall be subrogated to the rights of such registered owners.

Section 1003. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under **Section 804** shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, Accreted Value, redemption premium, if any, or interest on any Bond remaining

unclaimed for one year after the principal and Accreted Value of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption as provided herein, shall then be paid as provided in **Section 212** and all liability of the Trustee or any Paying Agent or the Issuer with respect to such moneys shall thereupon cease.

ARTICLE XI

NOTICES, CONSENTS AND OTHER ACTS

Section 1101. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following Persons, if the same shall be delivered in person, delivered by prepaid overnight delivery service, mailed by registered or certified mail, postage prepaid, or communicated via electronic mail, with confirmation of receipt by delivery receipt, read receipt or otherwise (provided, however, that notice to the Trustee shall be deemed given only upon receipt), addressed as follows:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Attention: County Administrator
E-mail: djohnston@wycokck.org

(b) To the Trustee at:

Security Bank of Kansas City, as Trustee
One Security Plaza
701 Minnesota
Kansas City, Kansas 66101
Attention: Corporate Trust Department
E-mail: pgardner@securitybankkc.com

(c) To the Developer at:

American Royal Association
1701 American Royal Court
Kansas City, Missouri 64102
Attention: President
E-mail: jackiem@americanroyal.com

with a copy to:

Polsinelli, P.C.
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Korb Maxwell
E-mail: kmaxwell@polsinelli.com

A copy of the form of any notice from the Trustee to the bondowners shall be given by the Trustee to the Issuer.

Notice to bondowners shall be given by first class mail at the addresses of the bondowners as shown on the bond register maintained by the Trustee, and neither the failure to receive such notice, nor any defect in any notice so mailed, shall affect the sufficiency of such notice. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by bondowners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1102. Acts of Bondowners. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Indenture to be given or taken by bondowners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such bondowners in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or of the ownership of Bonds other than the assignment of the ownership of a Bond, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Issuer and the Trustee, if made in the following manner:

(a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution.

(b) The fact and date of execution of any such instrument or writing and the authority of any Person executing the same may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

(c) The 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 bond register maintained by the Trustee.

In determining whether the owners of the requisite percentage of the Bond Obligation have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds registered on the bond register in the name of the Issuer shall be disregarded and deemed not to be Outstanding.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1103. Form and Contents of Documents Delivered to Trustee. Whenever several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect

to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an official of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such official knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an official or officials of the Issuer stating that the information with respect to such factual matters is in the possession of the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Whenever any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Wherever in this Indenture, in connection with any application or certificate or report to the Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report.

Section 1104. Compliance Certificates and Opinions. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Trustee a certificate of an Issuer Representative stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

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

(a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and

(d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Credit Enhancement. Each Supplemental Indenture authorizing the issuance of a series of Bonds secured by a Credit Enhancement shall contain provisions relating to such Credit Enhancement, including the procedures for the payment of the principal of, Accreted Value and interest on such series of Bonds pursuant to such Credit Enhancement, any additional notices to be provided to the Credit Enhancer, any control over remedies given to the Credit Enhancer, any consent rights given to the Credit Enhancer, any rights of the Credit Enhancer to remove the Trustee, any rights of access of the Credit Enhancer to information, books and records, and any additional rights to be provided to the Credit Enhancer.

Section 1202. Further Assurances. The Issuer shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Indenture.

Section 1203. Immunity of Officials, Directors, Members, Employees and Agents of Issuer. No recourse shall be had for the payment of the principal of, Accreted Value or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future official, director, member, employee or agent (including any municipal advisor, consultant, structuring agent or escrow agent) of the Issuer, or of any successor municipal corporation, either directly or through the Issuer or any successor municipal corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, directors, members, employees or agents (including any municipal advisors, consultants, structuring agents or escrow agents) as such is expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of Bonds.

Section 1204. Limitation on Issuer Obligations. Any other term or provision in this Indenture or in any other Financing Documents or elsewhere to the contrary notwithstanding:

(a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Issuer or its officials, agents, employees, representatives, advisors or assigns, whether under this Indenture or any of the other Financing Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the "Obligations"), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

(i) Bond proceeds and investments therefrom; and

(ii) the Revenues pledged under the Indenture (including the Trust Estate to the extent provided in this Indenture);

(the above provisions (i) and (ii) being collectively referred to as the "exclusive sources of the Obligations").

(b) The Obligations shall not be deemed to constitute a debt or liability of the Issuer 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 Issuer, but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the Issuer or any charge upon their general credit or taxing power.

(c) In no event shall any official, agent, employee, representative or advisor of the Issuer, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Indenture be construed as:

(i) depriving the Issuer of any right or privilege; or

(i) requiring the Issuer or any member, officer, agent, employee, representative or advisor of the Issuer to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate or result in the Issuer's being in violation of the Act or any other applicable state or federal law.

Section 1204. Benefit of Indenture. This Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Indenture, nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under **Section 810** and the owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1205. Severability. If any provision in this Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1206. Electronic Transactions. The transaction described herein may be conducted and related documents may be executed, sent, received and 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 1207. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1208. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Indenture to be duly executed by their duly authorized officers, all as of the day and year first above written.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Name: Christal Watson
Title: Mayor/CEO

[SEAL]

ATTEST:

By: _____
Name: Monica L. Sparks
Title: Unified Government Clerk

SECURITY BANK OF KANSAS CITY, as Trustee

By: _____
Name: Peter B. Gardner
Title: Vice President

EXHIBIT A

FORM OF BONDS

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF KANSAS

Registered
No. R-1 $_____

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

SALES TAX SPECIAL OBLIGATION REVENUE BOND
(NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT)
SERIES 2026

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

DATED DATE:	**MATURITY DATE:**	**INTEREST RATE:**	**CUSIP:**
_____	_____	_____	_____

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns, the Principal Amount stated above on the Maturity Date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the Interest Rate per annum stated above, computed on the basis of a 360 day year of twelve 30 day months, from the Dated Date of this Bond stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semi-annually on March 1 and September 1 in each year beginning on [September 1, 2026], until said principal amount is paid.

Method and Place of Payment. The payment of interest on this 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 the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the registered owner at the maturity or redemption date upon presentation and surrender of this Bond at the principal corporate trust office of Security Bank of Kansas City, in the City of Kansas City, Kansas (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the registered owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such payment date and shall be paid by (a) check or draft of the Trustee mailed to such registered owner at his address as it appears on such bond register or at such other address furnished in writing by such registered owner to the Trustee, or (b) by electronic transfer in the case of a principal or interest payment to (A) the Securities Depository or (B) a registered owner upon written notice delivered to the Trustee not less than five days prior to the Record Date from and signed by such registered owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such registered owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee is payable.

Limited Obligations. The Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of the Trust Estate, including, but not limited to, the Revenues (as defined in the Indenture) and are secured by a pledge and assignment of such Revenues as provided in the Indenture. The Bonds shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture. The issuance of the Bonds shall not directly or indirectly obligate the Issuer or its officials, directors or employees to provide any funds for the payment of such Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State, the Issuer or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or its taxing power.

The Bonds. This Bond is one of a duly authorized series of bonds of the Issuer designated "Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026" in the aggregate principal amount of $[Principal Amount] (the "Bonds"). The Bonds are issued pursuant to the authority of and in full compliance with the Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-17,160 *et seq.*, as amended (the "Act"), and pursuant to proceedings duly had by the Issuer. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Bond Trust Indenture, dated as of March 1, 2026 (said Bond Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Indenture"), between the Issuer and the Trustee, on a parity with any Additional Bonds issued pursuant to the Indenture, for the purpose of financing the Project (as defined in the Indenture), funding deposits to the capitalized interest fund and debt service reserve fund established under the Indenture and paying costs of issuance of the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Issuer, the Trustee and the registered owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

Redemption Prior to Maturity. The Bonds are subject to optional and mandatory redemption and payment prior to maturity as described in the Indenture.

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by registered, certified or first class mail at least 20 days (or, in certain circumstances described in the Indenture, at least 15 days) and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody or that of the Trustee as the Securities Depository's "FAST" Agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Trustee will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal of, and redemption premium, if any, and interest on, this Bond, (b) notices and (c) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Trustee and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee at the above mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefore 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 on the bond register maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due

hereon and for all other purposes. The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of $5,000 or any integral multiple of thereof.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions 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 proceeding 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. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Authentication. This Bond shall not be valid or become obligatory for any purpose 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 law.

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 and attested by the manual or facsimile signature of its Clerk and its seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Name: Christal Watson
Title: Mayor/CEO

[SEAL]

ATTEST:

By: _____
Name: Monica L. Sparks
Title: Unified Government Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

Date of Authentication:

SECURITY BANK OF KANSAS CITY,
Trustee

By: _____
Authorized Signature

CERTIFICATE OF CLERK

I, Monica L. Sparks, Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby certify that this Bond has been duly registered in my office as of _____ ____, 2026.

WITNESS my hand and official seal.

_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, Steven Johnson, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office and that this Bond was registered in my office as of _____, 2026.

WITNESS my hand and official seal.

By: _____
State Treasurer of the State of Kansas

State Treasurer I.D. No.: _____.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to

_____
(Name)

_____
(Address)

_____
(Social Security or Taxpayer Identification No.)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated: _____.

_____
Name

_____
Signature (Sign Here Exactly as Name Appears on the Face of the Bond)

Medallion Signature Guarantee:

EXHIBIT B

Request No: _____
Date: _____

DISBURSEMENT REQUEST

(COSTS OF ISSUANCE FUND)

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: Unified Government of Wyandotte County/Kansas City, Kansas Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of March 1, 2026 (the "Indenture"), as supplemented and amended, between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to pay from moneys in the Series 2026 Costs of Issuance Account of the Costs of the Issuance Fund, pursuant to **Section 402(a)** of the Indenture, to the following payees the following amounts for the following Costs of Issuance (as defined in the Indenture):

Payee	**Amount**	**Description of Costs of Issuance**

The undersigned Issuer Representative hereby states and certifies that each item listed above is a proper Costs of Issuance that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Issuer Representative

EXHIBIT C

Request No: _____
Date: _____

DISBURSEMENT REQUEST

(PROJECT FUND)

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: Unified Government of Wyandotte County/Kansas City, Kansas Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of March 1, 2026 (the "Indenture"), between the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") and you, as Trustee, to pay from moneys in the Series 2026 Project Account of the Project Fund, pursuant to **Section 403** of the Indenture, to the following payees the following amounts for the following Costs of the Project (as defined in the Indenture):

Payee	**Amount**	**Description of Costs of Project**

The undersigned Developer Representative and Issuer Representative hereby state and certify that:

1. Each item included in the above request is a valid "cost" of implementing the STAR Bond District Plan as authorized under the Act and is a proper Cost of the Project. As such, each item included in the above request is a cost of implementing the STAR Bond District Plan that is identified as a "project cost" in K.S.A. 12-17,162(u)(1) through (18), as amended from time to time, or that has been separately approved by the Secretary of Commerce of the State of Kansas pursuant to K.S.A. 12-17,162(u)(21), as amended from time to time. No cost included in the above request is a prohibited cost under K.S.A. 12-17,162(u)(22), as amended from time to time.

2. The costs included in the above request are presently due and payable or have been paid by the Developer and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the Series 2026 Project Account of the Project Fund. These costs have been incurred by the Developer under its control.

3. No item included in the above request has previously been paid or reimbursed from moneys in the Series 2026 Project Account of the Project Fund and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed to the Developer from Bond proceeds.

4. There has not been filed with or served upon the Developer or the Issuer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

5. Each item included in the above request is of a type that was (at the time incurred) chargeable to a capital account for Federal income tax purposes (or would have been so chargeable with a proper election) under Federal income tax principles.

6. For each item included in the above request, the Developer has demonstrated, to the reasonable satisfaction of the Issuer and in accordance with the Development Agreement, a full capital stack (as generally defined in Section 3.1(a)(i) of the Development Agreement) for the applicable component of the Project for which the Developer requested reimbursement.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Indenture.

AMERICAN ROYAL ASSOCIATION

By: _____
Developer Representative

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Issuer Representative

EXHIBIT D

LEGAL DESCRIPTION OF STAR BOND DISTRICT

The following real property located in Wyandotte County, Kansas:

All that part of the Northeast Quarter and Southeast Quarter of Section 4, and all that part of Section 3, and all that part of the north half of Section 2, all in Township 11 South, Range 23 East, all that part of Lot 1, PIPER PLAZA, all that part of Lots 1, 2, 3, 4, and 5 of PIPER PLAZA SECOND PLAT, all that part of Lots 1 and 2 SECURITY BANK, all that part of Lots 14, 24, 25 and C of PLAZA AT THE SPEEDWAY, and all that part of Lots D and 53, PLAZA AT THE SPEEDWAY SECOND PLAT, and all that part of Lots 38, 39, 40, 41, and 42, PLAZA AT THE SPEEDWAY THIRD PLAT, and all that part of Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, and 52, PLAZA AT THE SPEEDWAY FOURTH PLAT, and all that part of Lots 53, 54, and 55, PLAZA AT THE SPEEDWAY FIFTH PLAT, and all that part of Lots 56, 57, Tract E1, and Tract E2, PLAZA AT THE SPEEDWAY SIXTH PLAT, and all that part of the Southeast Quarter and Southwest Quarter of Section 34, and all that part of the Southeast Quarter of Section 33, both in Township 10 South, Range 23 East, all being in the City of Kansas City, Wyandotte County, Kansas being generally described as follows: Beginning at the intersection of the south right-of-way line of Parallel Parkway and the west right-of-way line of N. 118th Street, thence southerly, with the west right-of-way line of N. 118th Street to the north line of Parcel 953101; thence westerly with the north line of parcel 953101, to the northwest corner of said Parcel 953101; thence southerly, with the west line of Parcel 953101, and with the west line of Parcels 953103 and 953104 to the north right-of-way line of State Avenue; thence easterly, with the north right-of-way line of State Avenue to the east right-of-way line of N. 110th Street; thence northerly, with the east right-of-way line of N. 110th Street, to the south right-of-way line of Parallel Parkway; thence easterly, with the south right-of-way line of Parallel Parkway, to the west right-of-way line of Village West Parkway; thence northerly, with the west right-of-way line of Village West Parkway, to the north right-of-way line of Parallel Parkway; thence easterly, with the north right-of-way line of Parallel Parkway, to the easterly line of PLAZA AT THE SPEEDWAY SIXTH PLAT; thence northerly, with the east line of PLAZA AT THE SPEEDWAY SIXTH PLAT to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY SIXTH PLAT, to the northwest corner thereof, said point also being on the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT; thence westerly and northerly, with the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT, to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY FIFTH PLAT, and with the north line of PLAZA AT THE SPEEDWAY, to the northwest corner thereof, said point being on the east right-of-way line of Hutton Road; thence southwesterly, with the easterly right-of-way line of Hutton Road to the north right-of-way line of Parallel Parkway; thence westerly, with the north right-of-way line of Parallel Parkway, to the intersection of the north right-of-way line Parallel Parkway and the northerly prolongation of the west right-of-way line of N. 118th Street; thence southerly, with the northerly prolongation of the west right-of-way line of N. 118th Street, to the point of beginning.

Except all of Lot 1, LEGENDS APARTMENTS, and except all of Lot 1, VILLAGE WEST APARTMENTS, and except 3.6 acres more or less described in Book 1861 at Page 550.

The above described tract contains approximately 550 acres, more or less.

EXHIBIT E

SERIES 2026 PROJECTED SPECIAL MANDATORY REDEMPTION SCHEDULE

EXHIBIT F

CERTIFICATE WITH RESPECT TO THE ESCROW RELEASE CONDITIONS

Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Piper Sandler & Co.,
11635 Rosewood Street
Leawood, Kansas 66211

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of March 1, 2025 (the "Indenture"), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to transfer $_____ on deposit in the Series 2026 Escrowed Project Account of the Escrowed Project Fund, pursuant to **Section 409(a)** of the Indenture, to the Series 2026 Project Account of the Project Fund. Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

The undersigned Developer Representative and Issuer Representative hereby state and certify that the Escrow Release Conditions have been satisfied for the disbursement of the above amount.

Dated: _____ ___, 202_.

AMERICAN ROYAL ASSOCIATION

By: _____
Developer Representative

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Issuer Representative

$_____
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
SALES TAX SPECIAL OBLIGATION REVENUE BONDS
(NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT)
SERIES 2026

PURCHASE CONTRACT

February __, 2026

Unified Government of Wyandotte County/Kansas City, Kansas
One Municipal Office Building
701 North 7th Street
Kansas City, Kansas 66101-3064

On the basis of the representations and covenants and upon the terms and conditions contained in this Purchase Contract (this **"Purchase Contract"**), Piper Sandler & Co. (**"Underwriter"**) hereby offers to purchase $_____ aggregate principal amount of Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026 (the **"Series 2026 Bonds"**).

This offer is made subject to the acceptance by the Unified Government of Wyandotte County/Kansas City, Kansas (the **"Issuer"**) of this Purchase Contract, which acceptance shall be evidenced by the execution of this Purchase Contract by the Mayor/CEO or County Administrator of the Issuer prior to 10:00 p.m., Central Time, on February __, 2026.

Terms not otherwise defined herein shall have the meanings assigned thereto in the Indenture or the Preliminary Official Statement, each as hereinafter defined and described.

Section 1. Representations and Agreements. By the Issuer's acceptance of this Purchase Contract, the Issuer hereby represents and agrees with the Underwriter that:

(a) The Issuer is a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Kansas (the **"State"**) as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class. The Issuer is authorized and empowered to issue and sell the Series 2026 Bonds pursuant to the provisions of the laws of the State, particularly K.S.A. 12-17,160, et seq., as amended (the **"STAR Bond Act"**), and a Bond Trust Indenture dated as of March 1, 2026 (the **"Indenture"**), between the Issuer and Security Bank of Kansas City, as trustee (the **"Trustee"**).

(b) The Issuer will apply the proceeds from the sale of the Series 2026 Bonds as specified in the Indenture to provide funds to (i) finance a portion of the Costs of the Project, (ii) fund a deposit to the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund (iii) fund a deposit to the Series 2026 Capitalized Interest Account of the Capitalized Interest Fund and (iv) pay Costs of Issuance of the Series 2026 Bonds. The Series 2026 Bonds are special, limited obligations of the Issuer payable solely from and secured by a pledge of, and lien upon, the Trust Estate established under the Indenture on a parity basis with any other Additional Bonds issued pursuant to the Indenture in the future. The Series 2026 Bonds are payable from the Incremental Tax Revenues on a parity lien basis to any Additional Bonds issued from time to time pursuant to

the Indenture and secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee, as provided in the Indenture. The Incremental Tax Revenues will be collected and distributed by the State pursuant to a Tax Distribution Agreement dated as of March 1, 2026 (the **"Tax Distribution Agreement"**) among the Issuer, the Trustee, the State Treasurer and Security Bank of Kansas City (the **"Escrow Agent"**).

(c) The Issuer has complied with all provisions of the STAR Bond Act, the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by this Purchase Contract, the Indenture, the Tax Distribution Agreement, the Development Agreement, the Tax Compliance Agreement, the Continuing Disclosure Agreement, and the Series 2026 Bonds (collectively, the **"Financing Documents"**). To the Issuer's knowledge, there exists no Event of Default (and no failure in the observance or performance of any covenant, agreement, condition or provision contained in the Financing Documents which may become an Event of Default with the giving of notice, the passage of time and failure to remedy the same) under the Financing Documents. Neither the issuance of the Series 2026 Bonds, nor the execution and delivery of the Financing Documents, nor the consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene the ordinances, rules, regulations of the Issuer or the laws of the State. All consents, authorizations, approvals and orders required to be obtained, and all notices and filings required to be made, with any court, governmental authority, regulatory body or third party for the issuance of the Series 2026 Bonds and the due execution, delivery and performance by the Issuer of the Financing Documents and the consummation of the transactions contemplated thereby, have been duly obtained or made. As used in this Purchase Contract, the term "Issuer's knowledge" shall be deemed to mean the actual knowledge of the following employees of Issuer: David Johnston, Shelley Kneuvean, Alyse Villarreal, Debbie Jonscher, Chelsee Chism and Angie Lawson, Esq., without any duty of inquiry.

(d) The Financing Documents constitute valid and binding special obligations of the Issuer, enforceable in accordance with their respective terms (subject in each case to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and subject to the exercise of judicial discretion in accordance with general principles of equity). The Series 2026 Bonds, when issued, delivered and paid for as herein provided, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding special obligations of the Issuer under the Indenture. The Series 2026 Bonds and the interest thereon are special, limited obligations of the Issuer payable (except to the extent paid out of Series 2026 Bond proceeds or the income from the temporary investment thereof) solely out of the Trust Estate, pledged under the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Series 2026 Bonds, as provided in the Indenture.

(e) The Preliminary Official Statement dated January __, 2026 (the **"Preliminary Official Statement"**) has been duly authorized and delivered by the Issuer. The Issuer confirms that the Preliminary Official Statement was *"deemed final"* as of its date for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the **"Rule"**), except for certain information permitted to be omitted by the Rule. The Issuer hereby ratifies, confirms and approves of the use of the Preliminary Official Statement and the Issuer has delivered a certificate to the Underwriter, dated the date of the Preliminary Official Statement, to evidence compliance with the Rule, a copy of which is attached as **Exhibit A** hereto.

(f) The Issuer agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the final Official Statement (hereinafter defined) dated

the date of this Purchase Contract relating to the Series 2026 Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The Issuer agrees to deliver such copies of the Official Statement (which shall be the final Official Statement, as such term is defined in the Rule, as of its date) within seven business days after the execution of this Purchase Contract. The Issuer hereby consents to the filing by the Underwriter of the Official Statement with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (**"EMMA"**).

(g) To Issuer's knowledge, the information contained in the Preliminary Official Statement, as of its date did not, and the final Official Statement, in substantially the form of the Preliminary Official Statement, and in any amendment or supplement that may be authorized for use by the Issuer with respect to the Series 2026 Bonds (hereinafter collectively referred to as the **"Official Statement"**) did not, does not and, as of the Closing Time (hereinafter defined), will not contain any untrue statement of a material fact and did not, does not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, excluding the sections therein captioned **"DEVELOPMENT IN THE STAR BOND DISTRICT," ["PROJECTED SEMI-ANNUAL REDEMPTIONS AND AVERAGE LIFE OF THE SERIES 2026 BONDS]," "NO LITIGATION – The Developer," "TAX MATTERS," APPENDIX A – "REVENUE STUDY," APPENDIX E – "FORM OF BOND COUNSEL OPINION"** and **APPENDIX G – "BOOK-ENTRY ONLY SYSTEM"** and related portions of the **"INTRODUCTION."**

(h) The Issuer covenants and agrees to enter into a written agreement constituting an undertaking (the **"Undertaking"**) to provide ongoing disclosure for the benefit of the Bondholders on or before the date of delivery of the Series 2026 Bonds as required by paragraph (b)(5)(i) of the Rule, which Undertaking shall be for the benefit of the Underwriter and the holders and beneficial owners of the Series 2026 Bonds, and in the form attached as an appendix to the Official Statement.

(i) The Issuer has duly authorized all necessary action to be taken for: (i) the issuance and sale of the Series 2026 Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Preliminary Official Statement and the approval and execution of the final Official Statement; (iii) the execution, delivery, receipt and due performance by the Issuer of the Financing Documents and any and all such other agreements and documents as may be required to be executed, delivered and received in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iv) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Official Statement.

(j) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to Issuer's knowledge, threatened against or affecting the Issuer, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Financing Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(k) The execution and delivery by the Issuer of the Official Statement, the Financing Documents, and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, to Issuer's knowledge and in reliance in part upon advice of legal counsel, has not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) applicable constitutional provision, law or administrative regulation of

the State or the United States or any agency or instrumentality of either, (ii) applicable judgment or decree, or (iii) loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Issuer is, or will on the date of Closing (hereinafter defined) be, a party or to which the Issuer or any of its property or assets otherwise is or will be subject on the date of Closing.

(l) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(m) Any certificate signed by the Issuer and delivered to the Underwriter shall be deemed a representation made by the Issuer to the Underwriter as to the statements made therein.

(n) The Issuer will not amend or supplement the Official Statement without prior notice to and the consent of the Underwriter and will advise the Underwriter promptly in the event the Issuer learns of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Official Statement in connection with the offer and sale of the Series 2026 Bonds.

(o) If at any time prior to the earlier of (i) receipt of notice from the Underwriter that the final Official Statement is no longer required to be delivered under the Rule or (ii) 90 days after the *"end of the underwriting period,"* (as such term is defined in the Rule), but in no case less than twenty-five (25) days following the *"end of the underwriting period,"* any event occurs as a result of which the Official Statement might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter in writing of such event. If in the opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer agrees, at its expense, to promptly prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with EMMA and mail such amendment or supplement to each record owner of the Series 2026 Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner approved by the Underwriter.

(p) The Issuer will reasonably cooperate with the Underwriter in qualifying the Series 2026 Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer is not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that the Issuer might have under the laws of the State or of the United States of America and all costs shall be paid by the Underwriter. The Issuer consents to the use by the Underwriter in the course of the Underwriter's compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Series 2026 Bonds, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Underwriter. Prior to the earlier of (i) receipt of written notice from the Underwriter that the Official Statement is no longer required under the Rule or (ii) 90 days after the *"end of the underwriting period"* (as such term is defined in the Rule) or (iii) if a copy of the Official Statement is available to any person from EMMA, 25 days after the *"end of the underwriting period,"* the Issuer shall provide the Underwriter with such information regarding the Incremental Tax Revenues and such other information concerning the Issuer as the Underwriter may reasonably request.

(q) Except as may be described in the Preliminary Official Statement and the Official Statement relating to the Series 2026 Bonds, at no time in the past five years has the Issuer failed

to comply in any material respect with any of the informational reporting undertakings contained in any financing documents that are intended to comply with the requirements of the Rule.

(r) The issuance and sale of the Series 2026 Bonds to the Underwriter are not subject to any transfer or other documentary or stamp taxes of the State or any political subdivision thereof.

(s) The Issuer is not, and at the time of the Closing will not be, in breach of or default under, any of the following, which breach or default would have a material adverse effect upon the Issuer, the Series 2026 Bonds or the transactions contemplated by this Purchase Contract: (i) any applicable constitutional provision, law or administrative regulation of the State or the United States or any agency or instrumentality of either, (ii) any applicable judgment or decree, or (iii) any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Issuer is, or will on the date of Closing be, a party or to which the Issuer or any of its property or assets otherwise is or will be subject on the date of Closing. Further, to the Issuer's knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a breach of or default or event of default under any of the foregoing that would have a material adverse effect upon the Issuer, the Financing Documents or the transactions contemplated by this Purchase Contract.

Section 2. Purchase, Sale and Delivery of the Series 2026 Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the Series 2026 Bonds at a purchase price of $_____ (which is equal to the aggregate principal amount of the Series 2026 Bonds of $_____, [less [net] original issue discount / plus [net] original issue premium] of $_____ and less an underwriting discount of $_____), plus accrued interest, if any.

The Issuer acknowledges and agrees that (a) the primary role of the Underwriter is to purchase the Series 2026 Bonds for resale to investors in an arm's-length commercial transaction between the Issuer and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Issuer; (b) the Underwriter is acting solely as principal and is not acting as municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services to the Issuer on other matters); (c) the only obligations the Underwriter has with respect to its role as Underwriter with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract; and (d) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

The Underwriter intends to make an initial bona fide public offering of all of the Series 2026 Bonds at the price set forth in **Schedule I**; provided, however, that the Underwriter may subsequently change such offering price. The Underwriter agrees to notify the Issuer of such change, if such change occurs prior to Closing, but failure to so notify shall not invalidate such change. The Underwriter may offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing Series 2026 Bonds into investment trusts) at prices lower than the principal amount thereof.

Delivery of the Series 2026 Bonds shall be made in New York, New York, at the Closing Time, to the Underwriter through the facilities of The Depository Trust Company in New York, New York ("**DTC**") or the Series 2026 Bonds shall be delivered to and held by the Trustee in accordance with DTC's FAST procedures for the benefit of DTC at the Closing Time. Payment for the Series 2026 Bonds shall be made

by the Underwriter by electronic transfer of federal funds payable to the Trustee for the account of the Issuer at 10:00 A.M., Central Time, on March __, 2026, or at such other time and date as shall be mutually agreed upon by the Issuer and the Underwriter. Except for purposes of delivery of the Series 2026 Bonds to the Underwriter, the Closing shall take place in the offices of Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108. The delivery of and payment for the Series 2026 Bonds are herein called the **"Closing."** The date of such delivery and payment is herein called the **"Closing Date,"** and the hour and date of such delivery and payment is herein called the **"Closing Time."** The Series 2026 Bonds shall be delivered to DTC or the Trustee as its "FAST" agent at least one business day prior to the Closing Date in the form of one fully registered bond per maturity as set forth in the Indenture. The Issuer shall authorize the Trustee to release or authorize the release of the Series 2026 Bonds on the Closing Date upon receipt of payment for the Series 2026 Bonds as aforesaid. In addition, the Issuer and the Underwriter agree that there shall be a preliminary Closing held at the same place as the Closing, commencing at least one business day prior to the Closing Date.

Section 3. Conditions to Underwriter's Obligations. The Underwriter's obligations hereunder shall be subject to the due performance by the Issuer of the obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions being satisfied as of the Closing Time:

(a) The Series 2026 Bonds shall have been duly authorized, executed and delivered in substantially the form provided for by the Indenture with only such changes therein as shall be mutually agreed upon by the Issuer and the Underwriter.

(b) At the time of the Closing, the Issuer Continuing Disclosure Agreement constituting the **"Undertaking"** described in **Section 1(h)** of this Purchase Contract, this Purchase Contract and the other Financing Documents shall be in full force and effect, and none of the foregoing shall have been amended, modified or supplemented nor shall the Official Statement have been amended, modified or supplemented, except as may have been reasonably approved in writing by the Underwriter.

(c) At the Closing Time, the Underwriter shall receive:

(i) the approving opinion of Gilmore & Bell, P.C., Kansas City, Missouri (herein called **"Bond Counsel"**), dated the Closing Date and addressed to the Issuer, the Trustee and the Underwriter substantially in the form of Appendix E to the Official Statement;

(ii) the opinion of Polsinelli PC (**"Polsinelli"**), Kansas City, Missouri, counsel to the American Royal Association, a Missouri not-for-profit corporation (the **"Developer"**), addressed to the Issuer, Bond Counsel and the Underwriter, dated the Closing Date, in form and substance satisfactory to the Underwriter to the effect that: (A) the Development Agreement and appendices thereto have been duly authorized, executed and delivered by the Developer and, assuming due execution by the other parties hereto, constitute the valid and binding agreement of the Developer, enforceable in accordance with their terms; and (B) because the primary purpose of Polsinelli's professional engagement was not to establish factual matters and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Official Statement, Polsinelli will not pass upon and will not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and will make no representation that it has

independently certified the accuracy, completeness or fairness of any such statements; however, in Polsinelli's capacity as counsel to the Developer regarding negotiation of the Development Agreement with the Issuer, real estate-related issues and agreements related to the Project, and preparation of the Official Statement, it met in conference or had discussions with various parties related to the contents of the Official Statement and, based upon such participation in the above-mentioned conferences, to the actual knowledge of Polsinelli, the statements contained in the Official Statement regarding the Developer and the Project (as defined in the Development Agreement), under the captions **"DEVELOPMENT IN THE STAR BOND DISTRICT," "EXISTING AND ANTICIPATED DEVELOPMENT AROUND THE STAR BOND DISTRICT," "NO LITIGATION – The Developer"** and such portions of the **"INTRODUCTION"** as correspond with such sections, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(iii) the opinion of Bond Counsel, addressed to the Issuer and the Underwriter, dated the Closing Date, in form and substance satisfactory to the Underwriter to the effect that: (A) this Purchase Contract has been duly authorized, executed and delivered by the Issuer and constitutes the valid and binding agreement of the Issuer, enforceable in accordance with its terms; (B) the statements contained in the Official Statement under the captions **"THE SERIES 2026 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS," "TAX DISTRIBUTION AGREEMENT," "CERTAIN LEGAL MATTERS"** and **"TAX MATTERS,"** and **Appendices B, C** and **E**, and such portions of the **"INTRODUCTION"** as correspond with such sections, insofar as such statements purport to summarize certain provisions of the Series 2026 Bonds, the Financing Documents, or provisions of federal or State of Kansas income tax laws relating to interest on the Series 2026 Bonds, are accurate and present a fair summary of the matters purported to be described therein; and (C) the Series 2026 Bonds are exempt from registration under the Securities Act of 1933, as amended (the **"Securities Act"**), and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(iv) the opinion of Angela Lawson, Acting Chief Counsel for the Issuer, addressed to the Underwriter and the Issuer, dated the Closing Date, and in form and substance satisfactory to the Underwriter, substantially in the form of **Exhibit B** hereto;

(v) the opinion of Stinson LLP, Kansas City, Missouri, counsel to the Issuer, addressed to the Underwriter and the Issuer, dated the Closing Date, and in form and substance satisfactory to the Underwriter;

(vi) the opinion of Thompson Coburn LLP, counsel to the Underwriter (**"Underwriter's Counsel"**), addressed to the Underwriter, and in form and substance satisfactory to the Underwriter, to the effect that: (A) based upon their participation in the preparation of the Official Statement as Underwriter's Counsel and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, Underwriter's Counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no belief or

opinion is stated regarding the financial statements or other financial, operating, accounting, forecast, technical and statistical statements and data contained or incorporated in the Official Statement, including historical projected tax revenue data, the Revenue Study and such portions of the Official Statement that reference, are sourced to or derived from the Revenue Study, the statements and information set forth in **Appendices A, B, C, E, F,** and **G** to the Official Statement, and the information describing the opinions of Bond Counsel under the caption **"TAX MATTERS"** and (B) the Issuer Continuing Disclosure Agreement is in compliance with Section (b)(5)(i) of the Rule;

(vii) a certificate of the Issuer, dated as of the Closing Date and in form and substance satisfactory to the Underwriter, to the effect that: (A) the Issuer has duly performed all of its obligations to be performed at or prior to the Closing Time and that each of its representations contained herein is true as of the Closing Time; (B) the Issuer has authorized, by all necessary action, the execution, delivery, receipt and due performance of the terms and provisions of the Financing Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; (C) no litigation is pending, or, to Issuer's knowledge, threatened, to restrain or enjoin the issuance or sale of the Series 2026 Bonds or in any way affecting any authority for or the validity of the Series 2026 Bonds or the Issuer's existence, powers or right to use the proceeds of the Series 2026 Bonds or the due execution, delivery and performance of the Financing Documents; (D) the execution, delivery, receipt and due performance of the Financing Documents and the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated hereby and thereby and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the Issuer is subject or by which it is or may be bound; (E) to Issuer's knowledge, the statements contained in the Official Statement reasonably and fairly summarize the principal terms and provisions of the Financing Documents, and other agreements and matters of law addressed therein and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading excluding the sections therein captioned "**DEVELOPMENT IN THE STAR BOND DISTRICT," ["PROJECTED SEMI-ANNUAL REDEMPTIONS AND AVERAGE LIFE OF THE SERIES 2026 BONDS,"] "NO LITIGATION – The Developer," "TAX MATTERS," APPENDIX A – "REVENUE STUDY," APPENDIX E – "FORM OF BOND COUNSEL OPINION" and APPENDIX G – "BOOK-ENTRY ONLY SYSTEM"** and related portions of the **"INTRODUCTION;"** and (F) to Issuer's knowledge, the statements and information contained in the Official Statement in **Appendix F**, reasonably and fairly summarize the information set forth therein and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(viii) original counterparts of the Financing Documents;

(ix) a written acceptance of the Trustee and Escrow Agent of its appointment to serve as Trustee, Registrar and Paying Agent for the Series 2026 Bonds under the Indenture and Escrow Agent under the Tax Distribution Agreement;

(x) an original counterpart of the Issuer Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement;

(xi) evidence satisfactory to the Underwriter that DTC has accepted or agreed to accept the Series 2026 Bonds in definitive form and that DTC will take the actions with respect to the Series 2026 Bonds described in the Official Statement **APPENDIX G – "BOOK-ENTRY ONLY SYSTEM"** attached to the Official Statement;

(xii) evidence satisfactory to the Underwriter that PGAV Planners, LLC (**"PGAV"**) has consented to the use, description and incorporation of the Revenue Study in the Official Statement and a certificate of PGAV, dated as of the Closing Date, and in form satisfactory to the Underwriter, to the effect that the information contained in the Official Statement regarding the Revenue Study under the captions **"INTRODUCTION – Revenue Study"** and **"BONDOWNERS' RISKS – Accuracy of Assumptions in the Revenue Study"** and in **Appendix A – "REVENUE STUDY"** is accurate and complete and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xiii) written approval of the Series 2026 Bonds by the Secretary of Commerce of the State, as required by the STAR Bond Act;

(xiv) evidence satisfactory to the Underwriter that the Developer has satisfied all conditions to closing on the Series 2026 Bonds contained in Section 3.1(a) of the Development Agreement, including that the Issuer and the Developer have closed or will close simultaneously with the Closing on the Series 2026 Bonds on an issue of industrial revenue bonds for the Exhibition Hall and the applicable infrastructure necessary to open and operate the same; and

(xv) such other certificates, documents and opinions as the Underwriter, Underwriter's Counsel and Bond Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Contract shall be deemed to be in compliance with this Purchase Contract if, but only if, they are in form and substance satisfactory to the Underwriter and Underwriter's Counsel.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall have any further obligations hereunder, except as provided in **Section 7**. However, the Underwriter may in its discretion waive one or more of the conditions imposed by this Purchase Contract for the protection of the Underwriter and proceed with the Closing.

Section 4. Underwriter's Right to Cancel. The Underwriter shall have the right to cancel its obligation to purchase the Series 2026 Bonds and to terminate this Purchase Contract, without liability to the Underwriter, by written notice to the Issuer if, between the date of this Purchase Contract and the

Closing Time, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each, a **"Termination Event"**):

(a) The market price or marketability of the Series 2026 Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Series 2026 Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the Issuer pursuant to the Financing Documents, or upon interest on the Series 2026 Bonds or securities of the general character of the Series 2026 Bonds; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Financing Documents, or any comparable securities of the Issuer are not exempt from registration, qualification or other requirements of the Securities Act or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provisions of the federal securities laws.

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be

supplemented or corrected in a form and manner approved by the Underwriter or to supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Series 2026 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2026 Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Series 2026 Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Series 2026 Bonds shall not be exempt from registration under the Securities Act; or

(f) Any adverse event shall have occurred involving the development or operations in the STAR Bond District and the Incremental Tax Revenues, which, in the Underwriter's opinion, materially adversely affects the market price or marketability of the Series 2026 Bonds; or

(g) Any representation of the Issuer contained in any Financing Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the execution or delivery of any of the Series 2026 Bonds or the payment, collection or application of the proceeds of the Series 2026 Bonds or other moneys or securities pledged or to be pledged under the Financing Documents, (ii) the validity of any of the Financing Documents or any proceedings taken by the Issuer with respect to any of the foregoing, (iii) the Issuer's creation, organization or existence or the titles to office of any members of the Issuer or officers of the Issuer, or (iv) the legal power or authority of the Issuer to enter into and engage in any of the transactions contemplated by the Financing Documents.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Purchase Contract, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Purchase Contract and unless otherwise waived, this Purchase Contract shall terminate and neither the Underwriter or the Issuer shall be under further obligation hereunder, except that the obligations of the Underwriter and the Issuer as provided in **Section 7** and **Section 12** hereof shall continue in full force and effect.

Section 5. Indemnification.

(a) To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act or the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, at common

law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) a claim in connection with the public offering of the Series 2026 Bonds to the effect that the Series 2026 Bonds are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act; or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the final Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Issuer will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the final Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information (as such written information is identified in subsection (b) in this **Section 5**) furnished to the Issuer by or on behalf of the Underwriter specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Issuer may otherwise have.

(b) The Underwriter agrees to indemnify and hold harmless the Issuer, each of its officials, commissioners, officers and employees, and each person who controls the Issuer within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to written information relating to the Underwriter furnished to the Issuer specifically for inclusion in the Preliminary Official Statement or the final Official Statement (or in any amendment or supplement thereto). The Issuer acknowledges that the statements set forth in the Preliminary Official Statement and the final Official Statement in the last paragraph on the cover page regarding delivery of the Series 2026 Bonds and the legend in capital letters immediately following that paragraph, the statements therein under the section captioned **"UNDERWRITING"** and the statements in the section therein captioned **["PROJECTED SEMI-ANNUAL REDEMPTIONS AND AVERAGE LIFE OF THE SERIES 2026 BONDS"**] constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Preliminary Official Statement or the final Official Statement (or in any amendment or supplement thereto).

(c) Promptly after receipt by an indemnified party under this **Section 5** of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this **Section 5**, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall

bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this **Section 5** is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Issuer and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively **"Losses"**) to which the Issuer and the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and by the Underwriter on the other from the offering of the Series 2026 Bonds. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Issuer and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. In no case shall the Underwriter be responsible for any amount in excess of the purchase discount or commission applicable to the Series 2026 Bonds purchased by the Underwriter hereunder. Benefits received by the Issuer shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the final Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Issuer on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this **Section 5**, each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act, and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the Issuer within the meaning of either the Securities Act or the Exchange Act, and each official, commissioner, officer and employee of the Issuer shall have the same rights to contribution as the Issuer, subject in each case to the applicable terms and conditions of this paragraph (d).

Section 6. Conditions to Obligations. The obligations of the Issuer hereunder are subject to the performance by the Underwriter of its obligations hereunder.

Section 7. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the Issuer and the Underwriter, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing.

Section 8. Payment of Expenses. If the Series 2026 Bonds are sold to the Underwriter by the Issuer at or prior to the Closing Time, the Issuer shall pay out of the proceeds of the Series 2026 Bonds the following expenses incident to the performance of the Issuer's obligations hereunder: (a) the cost of the preparation, printing and distribution of the Financing Documents (for distribution on or subsequent to the date of execution of this Purchase Contract), including a reasonable number of copies (not to exceed 10) of the Preliminary Official Statement; (b) the cost of the preparation of the Official Statement, together with a reasonable number of copies (not to exceed 10) thereof; (c) the cost of preparation and printing of the definitive Series 2026 Bonds; (d) the fees and expenses of Bond Counsel, the municipal advisor to the Issuer, Underwriter's Counsel, the Trustee, the Escrow Agent and any other experts or consultants retained by the Issuer, (e) all advertising expenses in connection with the public offering of the Series 2026 Bonds, (f) all other expenses related to the Underwriter's cost of funds, marketing and sale of the Series 2026 Bonds, including IPREO, SOLVE, CUSIP Global Services, and DTC, except those to be paid by the Underwriter pursuant to the last paragraph of this section, and (g) all other fees and expenses reasonably incurred as determined by the Issuer in its discretion in connection with the preparation of the Financing Documents and the initial offering and sale of the Series 2026 Bonds.

If the Series 2026 Bonds are sold to the Underwriter by the Issuer at or prior to the Closing Time, the Issuer shall pay out of the proceeds of the Series 2026 Bonds the discount of the Underwriter, or the Purchase Price paid for the Series 2026 Bonds shall reflect such discount.

Except as otherwise provided above in this **Section 8**, the Underwriter shall pay its own expenses, including but not limited to, (i) all expenses incurred to qualify the Series 2026 Bonds for sale under any Blue Sky laws and (ii) any other expenses incurred by the Underwriter in connection with the public offering and distribution of the Series 2026 Bonds not otherwise paid as provided in the first paragraph of this **Section 8**.

Section 9. Establishment of Issue Price.

The Underwriter agrees to assist the Issuer and Bond Counsel in establishing the issue price of the Series 2026 Bonds and will execute and deliver at the Closing Time an "issue price" or similar certificate (the **"Issue Price Certificate"**), together with the supporting pricing wires or equivalent communications, substantially in the form attached as **Exhibit C**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds.

The Issuer will treat the first price or prices at which 10% of each maturity of the Series 2026 Bonds (the **"10% Test"**) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter will report to the Issuer and Bond Counsel the price or prices at which it has sold to the public each maturity of Series 2026 Bonds. For purposes of this section, if Series 2026 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds. If as of the execution of this

Purchase Contract the 10% Test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to comply with the Hold-The-Offering-Price Rule (as defined herein).

The Underwriter confirms that the Underwriter has offered the Series 2026 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the **"initial offering price"**) set forth in **Schedule I**, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026 Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the **"Hold-The-Offering-Price Rule"**). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Series 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(a) the close of the fifth (5^{th}) business day after the sale date; or

(b) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5^{th}) business day after the sale date whether it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter confirms that:

(a) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (i)(A) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (B) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter, (ii) to promptly notify the Underwriter of any sales of Series 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public and (iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter will assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(b) any selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Series 2026

Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (ii) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (a) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including but not limited to its agreement to comply with the Hold-The-Offering Price Rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (b) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such distribution agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including but not limited to its agreement to comply with the Hold-The-Offering Price Rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter will not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including but not limited to its agreement to comply with the Hold-The-Offering Price Rule, if applicable to the Series 2026 Bonds.

The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) will not constitute sales to the public for purposes of this section. Further, for purposes of the above:

(a) **"public"** means any person other than an underwriter or a related party,

(b) **"underwriter"** means (i) any person that agrees pursuant to a written contract with the Issuer to participate in the initial sale of the Series 2026 Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(c) a purchaser of any of the Series 2026 Bonds is a **"related party"** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) **"sale date"** means the date of execution of this Purchase Contract by each party.

Section 10. Third Party Beneficiary. The Issuer agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the Issuer in the Financing

Documents, to the same effect as if the Issuer had made such representations and warranties to the Underwriter in this Purchase Contract.

Section 11. Notices. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing at the address set forth above, and any notice or other communications to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at the following address:

Piper Sandler & Co.
11635 Rosewood Street
Leawood, Kansas 66211
Attn: Dustin Avey

Section 12. Successors. This Purchase Contract is made for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Series 2026 Bonds shall acquire or have any rights hereunder or by virtue hereof.

Section 13. Governing Law. This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 14. Effectiveness. This Purchase Contract shall become effective upon your acceptance hereof.

Section 15. Counterparts. This Purchase Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

Section 16. Electronic Transactions. The transaction described herein may be conducted and related documents may be executed, sent, received and 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.

Very truly yours,

PIPER SANDLER & CO.

By:_____
Dustin Avey
Managing Director

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By _____
David W. Johnston
County Administrator

SCHEDULE I
TO THE PURCHASE CONTRACT

$_____
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
SALES TAX SPECIAL OBLIGATION REVENUE BONDS
(NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT)
SERIES 2026

$_____ _____% Term Bond due __ 1, 20_ – Price: ____%; Yield ___%; CUSIP: _____

EXHIBIT A
TO THE PURCHASE CONTRACT

RULE 15c2-12 CERTIFICATE OF THE ISSUER

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
SALES TAX SPECIAL OBLIGATION REVENUE BONDS
(NORTHWEST SPEEDWAY STAR BOND DISTRICT PROJECT)
SERIES 2026 (THE "SERIES 2026 BONDS")

The undersigned hereby certifies and represents to Piper Sandler & Co. ("**Underwriter**") that the undersigned is the duly appointed Chief Financial Officer of the Unified Government of Wyandotte County/Kansas City, Kansas (the **"Issuer"**) and is authorized to certify the following:

1. This certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission (the **"Rule"**) in connection with the offering and sale by the Issuer of the above-referenced Series 2026 Bonds.

2. In connection with the offering and sale of the Series 2026 Bonds, there has been prepared a Preliminary Official Statement, dated January __, 2026, setting forth information concerning the Series 2026 Bonds and the Issuer (the **"Preliminary Official Statement"**).

3. As used herein, *"Permitted Omissions"* shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Series 2026 Bonds depending on such matters, all with respect to the Series 2026 Bonds.

4. The section of the Preliminary Official Statement entitled **"CONTINUING DISCLOSURE UNDERTAKINGS"** describes the agreement the Issuer expects to make, for the benefit of the holders of the Series 2026 Bonds, by which the Issuer will undertake to provide ongoing disclosure in accordance with paragraph (b)(5)(i) of the Rule.

5. The Preliminary Official Statement is, except for the Permitted Omissions, final within the meaning of the Rule as of its date.

IN WITNESS WHEREOF, I have hereunto set my hand as of January __, 2026.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By _____
Dr. Shelley Kneuvean
Chief Financial Officer

EXHIBIT B
TO THE PURCHASE CONTRACT

OPINION OF ISSUER'S COUNSEL

March __, 2026

Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Piper Sandler & Co.
Leawood, Kansas

Gilmore & Bell, P.C., as Bond Counsel
Kansas City, Missouri

Re: $_____ Unified Government of Wyandotte County/Kansas City, Kansas Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026

Ladies and Gentlemen:

I have acted as Acting Chief Counsel to the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") in connection with the issuance of the above referenced bonds (the "Series 2026 Bonds") pursuant to the terms and provisions of the Bond Trust Indenture dated as of March 1, 2026 (the "Indenture"), by and between the Issuer and Security Bank of Kansas City, as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

In connection with rendering my opinion, I have reviewed such agreements, documents and matters of fact and law as I have deemed necessary, including, without limitation, the following:

(a) Indenture.

(b) Tax Distribution Agreement dated as of March 1, 2026 (the "Tax Distribution Agreement") among the Issuer, the Trustee and the other parties named therein;

(c) Purchase Contract dated as of February __, 2026 (the "Bond Purchase Contract") between the Issuer and Piper Sandler & Co. (the "Underwriter");

(d) Issuer's Continuing Disclosure Agreement dated March __, 2026 between the Issuer and the Trustee, as dissemination agent;

(e) Tax Compliance Agreement dated as of March 1, 2026 between the Issuer and the Trustee; and

(f) American Royal Amended and Restated Development Agreement dated as of June 24, 2025, as modified by that First Amendment to American Royal Amended and Restated Development Agreement dated as of December 5, 2025 between the Issuer and the Developer.

Items (a) through (e) above are collectively referred to herein as the "Bond Documents" and items (a) through (f) above are collectively referred to herein as the "Issuer Documents."

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Issuer is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas.

2. Ordinance No. _____ adopted by the Issuer on [January 29, 2026] authorizing the issuance of the Series 2026 Bonds and the execution and delivery of the Bond Documents, was duly adopted pursuant to all applicable laws and is in full force and effect.

3. The Issuer has all requisite power and authority to issue the Series 2026 Bonds, to execute and deliver the Series 2026 Bonds and the Issuer Documents and to perform its obligations thereunder.

4. The Issuer has taken all necessary action to authorize the issuance of the Series 2026 Bonds, the execution and delivery of the Series 2026 Bonds and the Issuer Documents, and the performance of its obligations thereunder.

5. The Series 2026 Bonds and the Issuer Documents have been duly executed and delivered by the Issuer and are in full force and effect. The Issuer Documents constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms (except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and to the exercise of judicial discretion in appropriate cases).

6. Except as described in the Official Statement, there is no action, suit or proceeding or investigation at law or in equity before or by any court, public board or body pending, or, to my knowledge, threatened against or affecting the Issuer (a) to restrain or enjoin the sale, issuance or delivery of any of the Series 2026 Bonds or the collection or application of Revenues under the Indenture, (b) in any way contesting or affecting the power of the Issuer to sell or issue the Series 2026 Bonds or the validity of the Series 2026 Bonds or the Issuer Documents, or (c) in any way contesting the existence, powers or actions of the Issuer relating to the issuance of the Series 2026 Bonds or the execution, delivery or performance by the Issuer of the Issuer Documents..

7. Neither the issuance of the Series 2026 Bonds, nor the execution and delivery of the Issuer Documents, nor the consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene the ordinances, rules, regulations of the Issuer or the laws of the State of Kansas.

8. All consents, authorizations, approvals and orders required to be obtained, and all notices and filings required to be made, with any court, governmental authority, regulatory body or third party for the issuance of the Series 2026 Bonds and the due execution, delivery and performance by the Issuer of the Issuer Documents and the consummation of the transactions contemplated thereby, have been duly obtained or made.

9. The Preliminary Official Statement dated January __, 2026 and the Official Statement dated February __, 2026, relating to the Series 2026 Bonds (the "Final Official Statement" and collectively, the "Official Statement") have been duly authorized, executed (in the case of the Final Official Statement) and delivered by the Issuer. The information in the Official Statement under the captions

"**DEVELOPMENT IN THE STAR BOND DISTRICT," "TAX LEVY, REPORTING AND COLLECTION," "CONTINUING DISCLOSURE UNDERTAKINGS"** and **"NO LITIGATION – The Issuer,"** and **APPENDIX F – "CERTAIN INFORMATION CONCERNING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS"** and such portions of the "**INTRODUCTION"** as correspond with such sections, does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

In rendering the foregoing opinions, I have assumed the due authorization, execution and delivery of the Issuer Documents by the parties thereto other than the Issuer and the due authentication and delivery of the Series 2026 Bonds by the Trustee.

This opinion is limited to the matters expressly stated and no opinion is implied or may be inferred beyond such matters. This opinion letter is solely for the benefit of the Underwriter, the Trustee and Gilmore & Bell, P.C., as bond counsel, and may be relied upon by them only in connection with the issuance of the Series 2026 Bonds and the transactions contemplated by the Issuer Documents, and may not be used or relied upon by any other person for any purpose whatsoever, without in each instance my prior written consent. I express no opinion on the effect of the laws of any state than those of the State of Kansas. This opinion is issued only with respect to the present status of the law in Kansas and I undertake no obligation or responsibility to update or supplement this opinion in response to subsequent changes in the law or future events affecting the terms of the Issuer Documents.

Very truly yours,

Angela Lawson
Acting Chief Counsel

EXHIBIT C
TO THE PURCHASE CONTRACT

FORM OF UNDERWRITER'S CERTIFICATE

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

$_____
Unified Government of Wyandotte County/Kansas City, Kansas
Sales Tax Special Obligation Revenue Bonds
(Northwest Speedway STAR Bond District Project)
Series 2026

The undersigned, on behalf of Piper Sandler & Co. (the "***Underwriter***"), as the underwriter of the above-described bonds (the "***Series 2026 Bonds***"), being issued on the date of this Certificate by the Unified Government of Wyandotte County/Kansas City, Kansas (the "***Issuer***"), certifies and represents as of March __, 2026 as follows:

1. Purchase Contract; Compliance with Purchase Contract. On February __, 2026 (the "***Sale Date***"), the Underwriter and the Issuer entered into a Purchase Contract (the "***Purchase Contract***") providing for the purchase of the Series 2026 Bonds by the Underwriter. The Underwriter acknowledges that the conditions to closing set forth in Section 3 of the Purchase Contract have been satisfied (except to the extent they have been waived by the Underwriter).

2. Receipt for Series 2026 Bonds. The Underwriter acknowledges receipt on this date of the Series 2026 Bonds, consisting of fully-registered bonds numbered from R-1 consecutively upward, and dated the date hereof, in authorized denominations of $5,000 or integral multiples thereof. Each of said Series 2026 Bonds has been signed by the manual or facsimile signature of the Mayor/CEO of the Issuer and attested by the manual or facsimile signature of the Unified Government Clerk of the Issuer, and has been authenticated by the manual signature of an authorized signatory of Security Bank of Kansas City, as bond registrar.

3. Purchase of the Series 2026 Bonds. On the date of this Certificate, the Underwriter is purchasing the Series 2026 Bonds at a purchase price of $_____ (which is equal to the aggregate principal amount of the Series 2026 Bonds of $_____, [less [net] original issue discount / plus [net] original issuance premium] of $_____ and less an underwriting discount of $_____, plus accrued interest, if any).

4. Issue Price.

For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Contract became enforceable.

"Initial Offering Price" means the price listed on **Attachment 1** for each Maturity.

"Maturity" means Series 2026 Bonds with the same credit and payment terms; Series 2026 Bonds with different maturity dates, or Series 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

"Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Series 2026 Bonds of that Maturity were sold as of the Effective Time.

The Underwriter represents as follows:

(a) Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

(b) As of the Effective Time all Series 2026 Bonds were the subject of an initial offering to the Public.

(c) As of the Effective Time none of the Series 2026 Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

(d) As of the Effective Time there were no Undersold Maturities.

5. Debt Service Reserve Fund. The funding of the Debt Service Reserve Fund is reasonably required, was a vital factor in marketing the Series 2026 Bonds, facilitated the marketing of the Series 2026 Bonds at an interest rate comparable to that of bonds and other obligations of a similar type and is not in excess of the amount necessary for such purpose.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Agreement dated as of March 1, 2026 between the Issuer and Security Bank of Kansas City and with respect to compliance with the federal income tax rules affecting the Series 2026 Bonds, and by Gilmore & Bell, P.C., Kansas City, Missouri, in connection with rendering its opinion that the interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2026 Bonds.

[The remainder of this page intentionally left blank.]

PIPER SANDLER & CO.

By: _____
Name: Dustin Avey
Title: Managing Director

ATTACHMENT 1

INITIAL OFFERING PRICE DOCUMENTATION

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE, AND PRICE

$_____ _____% Term Bond due _____ 1, 20___ – Price: ____%; Yield ___%; CUSIP _____

TAX DISTRIBUTION AGREEMENT

Dated as of March 1, 2026

Among

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

SECURITY BANK OF KANSAS CITY,
as Trustee

TREASURER OF THE STATE OF KANSAS,

and

SECURITY BANK OF KANSAS CITY,
as Escrow Agent

TAX DISTRIBUTION AGREEMENT

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Exhibit A – Legal Description of STAR Bond District

TAX DISTRIBUTION AGREEMENT

This **TAX DISTRIBUTION AGREEMENT** (the "Tax Distribution Agreement") is entered into as of March 1, 2026, among the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the "Issuer"), **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas, as trustee under the herein described Indenture (the "Trustee"), the **TREASURER OF THE STATE OF KANSAS** (the "State Treasurer") and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas, acting as escrow agent hereunder for the benefit of the Trustee (the "Escrow Agent").

RECITALS

1. Pursuant to K.S.A. 12-17,160 *et seq*. (the "Act"), the Issuer is authorized to create a STAR bond project district within an eligible area of the Issuer for certain purposes set forth in the Act.

2. On October 27, 2016, the governing body of the Issuer adopted Resolution No. R-78-16 establishing its intent to create a STAR bond project district known as the "Northwest Speedway STAR Bond District" within the City of Kansas City, Kansas (the "STAR Bond District") and setting a date for a public hearing with respect thereto.

3. On December 14, 2016, the Secretary of Commerce of the State of Kansas (the "Secretary") determined that the STAR Bond District is an "eligible area" under the provisions of the Act.

4. A public hearing was held on December 15, 2016, after proper notice was published in accordance with the Act, regarding the creation of the STAR Bond District.

5. The governing body of the Issuer passed Ordinance No. O-75-16 on December 15, 2016, published on December 22, 2016, which created the STAR Bond District that includes one STAR Bond Project Area and approved the STAR Bond District Plan.

6. The Issuer prepared the Northwest Speedway STAR Bond District Project Plan for the STAR Bond District dated March 31, 2017 (the "Original Project Plan"), in consultation with the Issuer's Planning Commission, which Original Project Plan provides for the redevelopment of the STAR Bond District as described therein (the "Original Project").

7. On April 11, 2017, the Issuer's Planning Commission adopted Resolution 1 finding that the Original Project Plan was consistent with the intent of the comprehensive plan for the development of the Issuer.

8. On April 27, 2017, the governing body of the Issuer adopted Resolution No. R-18-17 setting a date for a public hearing with respect to the Original Project Plan.

9. A public hearing was held on June 15, 2017, after proper notice was published in accordance with the Act, regarding the Original Project Plan.

10. On October 26, 2017, the governing body of the Issuer passed Ordinance No. O-62-17 approving the Original Project Plan.

11. The Issuer prepared the Northwest Speedway STAR Bond District Amended STAR Bond Financing Project Plan dated November 28, 2018 (the "First Amended Project Plan"), which constituted a substantial change to the Original Project Plan under the Act.

12. The Issuer opened a public hearing on November 29, 2018, after proper notice was published in accordance with the Act, regarding the First Amended Project Plan, which hearing was continued and resumed on December 6, 2018.

13. On December 6, 2018, following the public hearing, the governing body of the Issuer passed Ordinance No. O-52-18 approving the First Amended Project Plan, which First Amended Project Plan repealed and replaced the Original Project Plan in its entirety.

14. The Issuer prepared the Second Amended and Restated Northwest Speedway STAR Bonds District STAR Bond Financing Project Plan dated December 1, 2024 (the "Project Plan"), which constituted a substantial change to the First Amended Project Plan under the Act.

15. A public hearing was held on April 24, 2025, after proper notice was published in accordance with the Act, regarding the Project Plan.

16. On April 24, 2025, following the public hearing, the governing body of the Issuer adopted Ordinance No. O-52-25 approving the Project Plan (the "Project Plan Ordinance"), which Project Plan repealed and replaced the First Amended Project Plan in its entirety.

17. In connection with the Project Plan and pursuant to the Project Plan Ordinance, the Issuer and American Royal Association, a Missouri not-for-profit corporation (the "Developer"), entered into that certain American Royal Amended and Restated Development Agreement dated as of June 24, 2025, as modified by that First Amendment to American Royal Amended and Restated Development Agreement dated as of December 5, 2025 (collectively, the "Development Agreement"), pursuant to which the prior development agreement relating to the STAR Bond District was amended and restated.

18. On [_____], 202[_], the Secretary approved the redevelopment of the STAR Bond District as described in the Project Plan (the "Project") as a "STAR bond project" within the meaning of the Act and approved the issuance of up to $[_____] of STAR Bonds (exclusive of approved financing costs) to be issued to implement the Project Plan.

19. The Issuer is authorized under the Act to issue special obligation bonds for the purpose of implementing the Project Plan.

20. Pursuant to the Act and Ordinance No. O-[__]-26 duly adopted by the governing body of the Issuer on [January 29], 2026 (the "Bond Ordinance"), the Issuer determined to issue a series of bonds hereunder in the original principal amount of $[PRINCIPAL AMOUNT] to be designated "Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) Series 2026" (the "Series 2026 Bonds," as more fully described herein) for the purpose of implementing the Project Plan by providing funds to (a) finance a portion of the Costs of the Project, (b) fund a deposit to the Debt Service Reserve Account established with respect to the Series 2026 Bonds, (c) fund a deposit to the Capitalized Interest Account established with respect to the Series 2026 Bonds, and (d) pay certain costs related to the issuance of the Series 2026 Bonds.

21. On [_____], 2026, the Secretary approved the issuance of the Series 2026 Bonds.

22. The Issuer, the Trustee, the State Treasurer, and the Escrow Agent now desire to enter into this Tax Distribution Agreement in order to set forth procedures for the collection and distribution of certain

tax revenues to pay the principal of, redemption premium, if any, and interest on the Series 2026 Bonds and any other bonds that may be issued by the Issuer in the future pursuant to the Indenture.

AGREEMENT

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. For all purposes of this Tax Distribution Agreement, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Tax Distribution Agreement shall have the following meanings:

"**Accreted Value**" shall have the meaning given such term in the Indenture.

"**Act**" means K.S.A. 12-17,160, *et seq.*, as amended and supplemented from time to time.

"**Base Year Issuer Tax Revenues**" means $3,146,955.

"**Base Year State Tax Revenues**" means $5,905,184.

"**Bonds**" means the Series 2026 Bonds, any Additional Bonds (as defined in the Indenture) issued under the Indenture, and any bonds issued for the purpose of refunding such bonds that are identified in the trust indenture under which such refunding bonds are issued as being secured by the amounts required to be transferred to the Debt Service Fund established with respect to the Bonds pursuant to this Tax Distribution Agreement.

"**Business Day**" means a day on which the State Treasurer, the Escrow Agent and the Trustee shall be scheduled in the normal course of their respective operations to be open for the conduct of regular business.

"**City Bond Finance Fund**" means the account relating to the STAR Bond District created within the City Bond Finance Fund created by K.S.A. 79-3620b, as amended, and established with the State Treasurer.

"**Continuing Disclosure Agreement**" means each Continuing Disclosure Agreement relating to a series of Bonds between a Disclosure Party (as defined in the Indenture) and a Dissemination Agent, as amended and supplemented from time to time.

"**Credit Enhancer**" shall have the meaning given such term in the Indenture.

"**Debt Service Reserve Account**" means, collectively, (a) the Series 2026 Debt Service Reserve Account established under the Indenture and (b) the Debt Service Reserve Account established under the Indenture with respect to any Additional Bonds.

"**Debt Service Reserve Fund**" means the Debt Service Reserve Fund established under the Indenture with respect to the Bonds.

"**Debt Service Reserve Requirement**" shall have the meaning given such term in the Indenture.

"**Department**" means the Department of Revenue of the State of Kansas.

"**Developer**" means American Royal Association, a Missouri not-for-profit corporation, and its successors and assigns.

"**Development Agreement**" means the American Royal Amended and Restated Development Agreement dated as of June 24, 2025, between the Issuer and the Developer, as modified by the First Amendment to American Royal Amended and Restated Development Agreement dated as of December 5, 2025, all as amended and supplemented from time to time.

"**Dissemination Agent**" means, collectively, each entity serving as dissemination agent from time to time under a Continuing Disclosure Agreement or engaged by the Issuer to assist the Issuer in complying with its obligations under a Continuing Disclosure Agreement.

"**Escrow Agent**" means Security Bank of Kansas City, and its successor or successors at the time acting as escrow agent under this Tax Distribution Agreement.

"**Escrow Fund**" means the "Incremental Tax Revenues Escrow Fund – Northwest Speedway STAR Bond District" created pursuant to **Section 301**.

"**Existing Hotels**" means the two hotels currently existing at the Plaza at the Speedway Property: (a) the Homewood Suites by Hilton, and (b) the Candlewood Suites.

"**Incremental Issuer Tax Revenues**" means:

(a) with respect to calendar year 2026, the portion of the difference between (i) the Issuer Tax Revenues during calendar year 2026 and (ii) the Base Year Issuer Tax Revenues that is received by the State Treasurer during the period from April 1, 2026 through December 31, 2026; and

(b) with respect to each calendar year commencing on and after January 1, 2027, the difference between (i) Issuer Tax Revenues received by the State Treasurer during such calendar year and (ii) the Base Year Issuer Tax Revenues.

"**Incremental State Tax Revenues**" means:

(a) with respect to calendar year 2026, the portion of the difference between (i) the State Tax Revenues during calendar year 2026 and (ii) the Base Year State Tax Revenues that is received by the State Treasurer during the period from April 1, 2026 through December 31, 2026; and

(b) with respect to each calendar year commencing on and after January 1, 2027, the difference between (i) State Tax Revenues received by the State Treasurer during such calendar year and (ii) the Base Year State Tax Revenues.

"**Incremental Tax Revenues**" means, collectively, the Incremental Issuer Tax Revenues and the Incremental State Tax Revenues.

"**Indenture**" means the Bond Trust Indenture dated as of March 1, 2026, between the Issuer and the Trustee, as amended and supplemented from time to time, pursuant to which the Series 2026 Bonds were issued.

"**Interest Payment Date**" means March 1 and September 1 of each year, commencing [September 1, 2026].

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"**Issuer**" means the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation and political subdivision duly organized and existing under the laws of the State, and its successors and assigns or any body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the Issuer.

"**Issuer Percentage**" means the percentage produced by the following formula:

$$IP = \frac{x}{x + y}$$

where

IP = Issuer Percentage,

x = the sum of (i) 1.00, or the then currently applicable city retail sales tax percentage that is not specifically dedicated to other uses by election of voters (including emergency medical services or public safety and neighborhood infrastructure), plus (ii) 0.931733, or the portion of the countywide retail sales tax percentage then currently allocated to the Issuer pursuant to K.S.A. 12-192, as amended, and

y = 6.50, or the then currently applicable statewide retailers sales tax percentage pursuant to K.S.A. 79-3601 *et seq.*, as amended.

"**Issuer Representative**" means the Mayor/CEO, County Administrator or Chief Financial Officer of the Issuer, and any other duly authorized officer of the Issuer whose authority to execute any particular instrument or take a particular action under this Tax Distribution Agreement shall be evidenced to the satisfaction of the Escrow Agent.

"**Issuer Sales Tax Revenues**" means gross receipts of the Issuer under K.S.A. 12-187 *et seq.*, as amended, and K.S.A. 12-198, as amended, from (a) the portion of the city retail sales and compensating use taxes that is not committed to other uses by election of voters (currently one percent (1.00%) of the total one and six hundred twenty-five thousandths percent (1.625%) imposed by the Issuer, consisting of the 1.00% general sales tax and excluding the 0.25% emergency medical services sales tax and the 0.375% public safety and neighborhood infrastructure tax) and any successor taxes thereto, and (b) the Issuer's share (currently 93.1733%) of the countywide retail sales and compensating use taxes that is not committed to other uses by election of voters (currently one percent (1.0%)) and any successor taxes thereto, in each case with respect to retail sales within the STAR Bond District, to the extent such amounts are received by the State Treasurer on or before [March 31, 2046]. Issuer Sales Tax Revenues shall be based on tax revenues payable to the Issuer after taking into account applicable destination-based sourcing rules of the State.

"**Issuer Tax Revenues**" means, collectively, the Issuer Sales Tax Revenues and the Issuer Transient Guest Tax Revenues.

"**Issuer Transient Guest Tax Payments**" means the gross collections of the State under the Issuer Transient Guest Tax Statute from the transient guest tax (currently eight percent (8.0%)) with respect to sleeping accommodations in any hotel, motel, or tourist court located within the STAR Bond District, exclusive of the following, which will not be Issuer Transient Guest Tax Payments: (a) any gross receipts derived from transient guest taxes imposed on the Existing Hotels; and (b) incremental transient guest taxes levied in excess of eight percent (8.0%), if any.

"**Issuer Transient Guest Tax Revenues**" means gross receipts of the Issuer under the Issuer Transient Guest Tax Statute, from the transient guest tax (currently seven and eighty-four one hundredths of one percent (7.84%)), based upon the current tax rate of eight percent (8.0%) less the administrative fee retained by the State on such amount as provided in the Issuer Transient Guest Tax Statute (currently two percent (2%)), with respect to sleeping accommodations in any hotel, motel, or tourist court located within the STAR Bond District to the extent such amounts are received by the State Treasurer on or before [March 31, 2046], exclusive of the following, which will not be Issuer Transient Guest Tax Revenues: (a) any gross receipts derived from transient guest taxes imposed on the Existing Hotels; and (b) incremental transient guest taxes levied in excess of eight percent (8.0%), if any.

"**Issuer Transient Guest Tax Statute**" means K.S.A. 12-1696 *et seq.*, as amended by Charter Ordinance No. [CO-__-25] adopted by the governing body of the City of Kansas City, Kansas on [December __, 2025], as amended and supplemented from time to time.

"**Plaza at the Speedway Property**" means the property described as the "Plaza at the Speedway" in the Project Plan and generally located within the STAR Bond District to the northeast of the intersection of Hutton Road and Parallel Parkway.

"**Rebate Analyst**" means any firm engaged by the Issuer to compute arbitrage rebate on any series of tax-exempt Bonds.

"**Secretary**" means the Secretary of Commerce of the State.

"**Series 2026 Bonds**" means the Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) Series 2026 in the original principal amount of $[PRINCIPAL AMOUNT], issued by the Issuer pursuant to the Indenture.

"**STAR Bond District**" means the "Northwest Speedway STAR Bond District" described in the Project Plan and in **Exhibit A** hereto, as constituted from time to time.

"**State**" means the State of Kansas.

"**State Percentage**" means the percentage produced by the following formula:

$$SP = \frac{y}{x + y}$$

where

SP = State Percentage,

x = the sum of (i) 1.00, or the then currently applicable city retail sales tax percentage that is not specifically dedicated to other uses by election of voters (including

emergency medical services or public safety and neighborhood infrastructure), plus, (ii) 0. 931733, or the portion of the countywide retail sales tax percentage then currently allocated to the Issuer pursuant to K.S.A. 12-192, as amended, and

y = 6.50, or the then currently applicable statewide retailers sales tax percentage pursuant to K.S.A. 79-3601 *et seq.*, as amended.

"**State Tax Revenues**" means gross receipts of the State from the taxes imposed by K.S.A. 79-3603, as amended, and K.S.A. 79-3703, as amended, with respect to retail sales within the STAR Bond District (currently six and five-tenths percent (6.50%)), to the extent such amounts are received by the State Treasurer on or before [March 31, 2046]. State Tax Revenues shall be based on tax revenues received by the State from sales occurring within the STAR Bond District, which may include tax revenues sourced to other locations within the State under applicable destination-based sourcing rules of the State.

"**State Transfer Amount**" shall have the meaning set forth in **Section 303(c)(iii)** hereof.

"**State Treasurer**" means the State Treasurer of the State or, if the functions and duties of the State Treasurer under K.S.A. 79-3620, K.S.A. 79-3620b and K.S.A. 79-3710(d) shall be given by law to any other person or entity, such person or entity.

"**Tax Distribution Agreement**" means this Tax Distribution Agreement dated as of March 1, 2026, among the Issuer, the Trustee, the State Treasurer and the Escrow Agent, relating to the collection and distribution of Tax Revenues, as amended and supplemented from time to time.

"**Tax Revenues**" means, collectively, the Issuer Tax Revenues, and the State Tax Revenues.

"**Trustee**" means Security Bank of Kansas City, Kansas City, Kansas, as trustee under the Indenture, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture, or any other corporation or association serving as trustee for any Bonds issued under a separate indenture.

Section 102. Rules of Construction. For all purposes of this Tax Distribution Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Tax Distribution Agreement:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Tax Distribution Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

ARTICLE II

COLLECTION OF TAX REVENUES; REPORTING REQUIREMENTS

Section 201. Collection of Issuer Tax Revenues; Reporting by the Department. The Department, pursuant to K.S.A. 12-187 *et seq.*, as amended, is required to administer, enforce and collect all Issuer Sales Tax Revenues and Issuer Transient Guest Tax Payments from taxpayers doing business within the STAR Bond District and to cause such Issuer Sales Tax Revenues and Issuer Transient Guest Tax Payments to be credited to the appropriate funds established with the State Treasurer in accordance with K.S.A. 12-189, as amended. The State Treasurer shall request that the Department determine and advise the State Treasurer and the Escrow Agent not later than the last Business Day of each calendar month of the total amount of Issuer Sales Tax Revenues and Issuer Transient Guest Tax Payments collected by the Department during the immediately preceding calendar month and the total amount of Incremental Issuer Tax Revenues, if any, with respect to the immediately preceding calendar month. Upon receipt of this information by the State Treasurer, the State Treasurer shall remit the Incremental Issuer Tax Revenues, if any, with respect to the immediately preceding calendar month to the Escrow Agent pursuant to **Section 302**. By way of example, no later than October 31 of each year: (a) as required by this **Section 201**, the Department shall determine and advise the State Treasurer and Escrow Agent of the total amount of Issuer Tax Revenues received during the immediately preceding month of September and the total amount of Incremental Issuer Tax Revenues with respect to such immediately preceding month of September, which amounts will be derived primarily from sales and compensating use and utilization of sleeping accommodations within the STAR Bond District during the immediately preceding month of August; and (b) as required by **Section 302**, the State Treasurer shall remit such Incremental Issuer Tax Revenues received during the immediately preceding month of September to the Escrow Agent.

Section 202. Reporting of Issuer Sales Tax Revenues and Issuer Transient Guest Tax Payments by Retailers. Pursuant to K.S.A. 12-189, each retailer that does business within the STAR Bond District is required to submit to the Department, at the times specified in such statute, (a) Issuer Sales Tax Revenues collected by such taxpayer and (b) returns detailing the collection of such Issuer Sales Tax Revenues. Pursuant to K.S.A. 12-1698, each business that levies and collects transient guest taxes pursuant to the Issuer Transient Guest Tax Statute within the STAR Bond District is required to submit to the Department, at the times specified in such statute, (i) Issuer Transient Guest Tax Payments collected by such taxpayer and (ii) returns detailing the collection of such Issuer Transient Guest Tax Payments. The Developer has agreed in the Development Agreement, that so long as any Bonds are outstanding, each time the Developer (or any party holding or operating by, through or under it, or otherwise operating on or from the Site (as defined in the Development Agreement)), submits a return relating to Issuer Sales Tax Revenues or Issuer Transient Guest Tax Payments to the Department, such entity shall, simultaneously therewith, or within 10 days thereafter, submit a copy of such return to the Escrow Agent and the Issuer. The Escrow Agent also may request that the Issuer request the Department to provide, and the Department shall provide if requested, information with respect to Issuer Sales Tax Revenues and Issuer Transient Guest Tax Payments collected by any retailer that does business within the STAR Bond District pursuant to the provisions of K.S.A. 12-17,174.

Section 203. Collection of State Tax Revenues; Reporting by the Department. The Department, pursuant to K.S.A. 79-3601 *et seq.*, as amended, and K.S.A. 79-3701 *et seq.*, is required to administer, enforce and collect all State Tax Revenues from taxpayers doing business within the STAR Bond District and to cause the Incremental State Tax Revenues to be credited to the City Bond Finance Fund pursuant to K.S.A. 79-3620(d), as amended, and K.S.A. 79-3710(d), as amended, until the date upon which the aggregate amount deposited therein is equal to an amount sufficient to retire the principal of, Accreted Value, and interest on the Bonds. The State Treasurer shall request that the Department determine and advise the State Treasurer and the Escrow Agent not later than the last Business Day of each calendar month of the total amount of State Tax Revenues collected by the Department during the immediately preceding calendar month, the total amount of Incremental State Tax Revenues deposited into the City Bond Finance Fund during the immediately preceding calendar month and the balance in the City Bond Finance Fund at the close of business on the last day of the immediately preceding calendar month. By

way of example, no later than October 31 of each year, the Department shall determine and advise the State Treasurer and Escrow Agent of the total amount of State Tax Revenues received during the immediately preceding month of September and the total amount of Incremental State Tax Revenues with respect to such immediately preceding month of September, which amounts will be derived primarily from sales and compensating use within the STAR Bond District during the immediately preceding month of August.

Section 204. Reporting of State Tax Revenues by Retailers. Pursuant to K.S.A. 79-3607 and 79-3706, each retailer that does business within the STAR Bond District is required to submit to the Department, at the times specified in such statutes, (i) State Tax Revenues collected by such taxpayer and (ii) returns detailing the collection of such State Tax Revenues. The Developer has agreed in the Development Agreement, that so long as any Bonds are outstanding, each time the Developer (or any party holding or operating by, through or under it, or otherwise operating on or from the Site (as defined in the Development Agreement), submits a return relating to State Tax Revenues to the Department, such entity shall, simultaneously therewith, or within 10 days thereafter, submit a copy of such return to the Escrow Agent and the Issuer. The Escrow Agent also may request that the Issuer request the Department to provide, and the Department shall provide if requested, information with respect to State Tax Revenues collected by any retailer that does business within the STAR Bond District pursuant to the provisions of K.S.A. 12-17,174.

Section 205. Information to be Provided to Escrow Agent.

(a) *Notice Regarding Principal and Accreted Value Payments.* Each time any principal or Accreted Value is paid with respect to the Bonds of any series, the Trustee shall notify the Escrow Agent of the following within two (2) Business Days of such payment: (i) the date and amount of such payment; (ii) the outstanding principal amount or Accreted Value of such series of Bonds following such payment; and (iii) the schedule for payment of principal or Accreted Value, if applicable, and interest on such series of Bonds following such payment.

(b) *Notices Regarding Tax Rates*. The State Treasurer shall request that the Department promptly advise the State Treasurer, the Escrow Agent and the Issuer of any adjustments in State or local retail sales or use tax rates applicable with respect to retail sales within the STAR Bond District and any adjustments to the Issuer's share of the countywide retail sales and use tax. The Issuer shall promptly advise the Escrow Agent of any adjustments in the transient guest tax rates applicable to sleeping accommodations in hotels, motels and tourist courts located within the STAR Bond District.

Section 206. Semi-Annual Report to Issuer. Within 20 days after each March 1 and September 1, the Escrow Agent shall prepare and send to the Issuer by first class mail or electronic mail, a report containing the amount of Incremental State Tax Revenues and Incremental Issuer Tax Revenues received for the most recent semi-annual period ending February 28/29 or August 31, as applicable.

Upon receipt of such report, (a) the Issuer shall compare the amount of Incremental State Tax Revenues and Incremental Issuer Tax Revenues received by the Escrow Agent as set forth in such report with the copies of tax returns detailing the collection of State Tax Revenues and Issuer Tax Revenues received by the Issuer from businesses operating within the STAR Bond District during the same period, and (b) if any discrepancies exist, the Issuer shall contact the Escrow Agent or the Department, as appropriate, to reconcile such discrepancies and ensure that all Incremental State Tax Revenues and Incremental Issuer Tax Revenues received by the Department were properly applied and credited.

Section 207. Confidentiality of Tax Information and Identity of Certain Bondowners. The Escrow Agent hereby agrees that it shall not use or communicate, publish or disclose to any third party any sales, use or transient guest tax information of any individual taxpayer or group of less than five taxpayers for any purpose other than carrying out the Escrow Agent's obligations under this Tax Distribution

Agreement, without the prior written consent of the individual taxpayer that submitted such tax information to the Department; provided, however, that such restriction on use and disclosure shall not apply to information that, in the opinion of counsel to the Escrow Agent, is required to be disclosed by applicable law, court order or other governmental authority.

ARTICLE III

CREATION OF ESCROW FUND; REMITTANCE OF INCREMENTAL TAX REVENUES TO ESCROW AGENT

Section 301. Establishment of Escrow Fund. The Escrow Agent shall establish a special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the "Incremental Tax Revenues Escrow Fund – Northwest Speedway STAR Bond District" (the "Escrow Fund"). Moneys in the Escrow Fund shall be held in trust by the Escrow Agent and applied solely in accordance with the provisions of this Tax Distribution Agreement.

Section 302. Remittance of Incremental Issuer Tax Revenues to Escrow Agent; Deposit Into Escrow Fund. The Issuer hereby directs, and the State Treasurer hereby covenants and agrees, that all Incremental Issuer Tax Revenues collected by the Department and credited to the appropriate funds established with the State Treasurer pursuant to **Section 201** shall be remitted by the State Treasurer to the Escrow Agent for deposit in the Escrow Fund monthly by not later than the last Business Day of the calendar month immediately succeeding the calendar month in which such amounts were collected. The Escrow Agent shall provide a monthly report to the Issuer by not later than the 10th day of each month stating the amount of Incremental Issuer Tax Revenues remitted to the Escrow Agent by the State Treasurer during the immediately preceding month and deposited to the Escrow Fund. By way of example, (a) no later than October 31 of each year the State Treasurer shall remit the Incremental Issuer Tax Revenues received during the immediately preceding month of September to the Escrow Agent, which amounts will be derived primarily from sales and compensating use and utilization of sleeping accommodations within the STAR Bond District during the immediately preceding month of August; and (b) no later than November 10 of each year, the Escrow Agent shall provide a monthly report to the Issuer stating the amount of such Incremental Issuer Tax Revenues remitted to the Escrow Agent by the State Treasurer during the preceding month of October.

Section 303. Application of Moneys in City Bond Finance Fund.

(a) The State Treasurer shall cause the Incremental State Tax Revenues credited to the City Bond Finance Fund pursuant to K.S.A. 79-3620(d), as amended, and K.S.A. 79-3710(d), as amended, to be transferred biannually to the Escrow Agent for deposit in the Escrow Fund to (i) pay or reimburse principal and Accreted Value of (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption or optional redemption) and interest on the Bonds, or (ii) replenish any debt service reserve fund that was initially funded with Bond proceeds and was subsequently depleted in order to pay principal of, Accreted Value, or interest on a series of Bonds (i.e., the Debt Service Reserve Accounts established with respect to the Bonds), all in accordance with this Tax Distribution Agreement. Moneys in the City Bond Finance Fund shall not be used to (A) pay arbitrage rebate due and payable with respect to the Bonds, (B) pay the fees and expenses of the Credit Enhancer, if any, the Trustee, the Escrow Agent, the Dissemination Agent or the Rebate Analyst, (C) make deposits into the Extraordinary Expense Fund established with respect to the Bonds, (D) pay any premium payable on any Bonds upon the redemption or purchase thereof or (E) pay any fees or other transaction costs relating to the redemption, purchase or defeasance of any Bonds. Interest earnings on amounts on deposit in the City Bond Finance Fund shall be transferred to the State general fund.

(b) On each February 5 and August 5:

(i) The State Treasurer shall advise the Escrow Agent of the amount then on deposit in the City Bond Finance Fund.

(ii) The Trustee shall advise the Escrow Agent of the following: (A) the amount of any due and unpaid principal of, Accreted Value, and interest on each series of Bonds; (B) the amount of principal of, Accreted Value, and interest becoming due at maturity or upon mandatory sinking fund redemption on the upcoming Interest Payment Date on each series of Bonds (less any amounts that will be on deposit in the related Debt Service Accounts on such Interest Payment Date, after making transfers, if any, from the related Capitalized Interest Accounts established under the Indenture); (C) the extent, if any, to which the amount on deposit in the Debt Service Reserve Account established with respect to a series of Bonds under the Indenture is less than the Debt Service Reserve Requirement with respect to such series of Bonds; (D) the balance on deposit in the Extraordinary Expense Fund established under the Indenture; (E) the amount of any arbitrage rebate then due and payable with respect to the Bonds; and (F) the amount on deposit in the Rebate Accounts established with respect to the Bonds available to pay arbitrage rebate then due and payable.

(c) On or prior to each February 10 and August 10, the Escrow Agent shall take the following actions:

(i) The Escrow Agent shall make a determination of the allocation and distribution on the upcoming Interest Payment Date of available Incremental Tax Revenues with respect to such upcoming Interest Payment Date pursuant to the provisions of **Section 401**.

(ii) The Escrow Agent shall advise the Trustee of the allocation and distribution of the moneys on deposit in the Escrow Fund prior to the upcoming Interest Payment Date, including each payment or transfer to be made on the upcoming Interest Payment Date with respect to the Bonds. The Trustee shall in turn give notice of any redemption of Bonds to the owners of such Bonds as required by the provisions of the Indenture.

(iii) The Escrow Agent shall advise the State Treasurer of the amount of Incremental State Tax Revenues on deposit in the City Bond Finance Fund to be transferred to the Escrow Agent for deposit in the Escrow Fund to pay or reimburse debt service on the Bonds on the upcoming Interest Payment Date (the "State Transfer Amount"). Such amount shall be equal to the lesser of (A) the amount on deposit in the City Bond Finance Fund on the preceding February 5 or August 5, and (B) the amount that will be used on the upcoming Interest Payment Date to pay or reimburse principal of, Accreted Value, and interest on the Bonds (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) and to replenish any Debt Service Reserve Accounts established with respect to the Bonds under the Indenture pursuant to the provisions of **Section 401(b)**.

(d) Not less than two (2) Business Days prior to each Interest Payment Date, the State Treasurer shall transfer the State Transfer Amount to the Escrow Agent for deposit in the appropriate accounts of the Escrow Fund.

(e) The Escrow Agent shall provide to the Issuer, by not later than 20 days after each Interest Payment Date, a report stating the amount of the State Transfer Amount remitted by the State Treasurer in connection with such Interest Payment Date and deposited to the Escrow Fund.

Section 304. Allocation of Incremental State Tax Revenues and Incremental Issuer Tax Revenues. In making distributions of Incremental State Tax Revenues and Incremental Issuer Tax Revenues pursuant to **Article IV**:

(a) *first*, all Incremental State Tax Revenues shall be allocated (i) *first*, to pay or reimburse interest on the Bonds, (ii) *second*, to fund or replenish the Debt Service Reserve Accounts established with respect to the Bonds pursuant to the Indenture and (iii) third, to pay or reimburse principal and Accreted Value (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) of the Bonds.

(b) *second*, the Incremental Issuer Tax Revenues and any investment earnings thereon shall be allocated (i) *first*, to pay arbitrage rebate due and payable to the United States; (ii) *second*, to pay the fees and expenses of the Credit Enhancer, if any, the Trustee, the Escrow Agent, the Dissemination Agent and the Rebate Analyst, (iii) *third*, to make deposits into the Extraordinary Expense Fund established with respect to the Bonds, (iv) *fourth*, to pay any premium payable on any Bonds upon the redemption or purchase thereof, (v) *fifth*, to pay any fees or other transaction costs relating to the redemption, purchase or defeasance of any Bonds, (vi) *sixth*, to pay or reimburse interest on the Bonds, (vi) *seventh*, to replenish the Debt Service Reserve Accounts established with respect to the Bonds under the Indenture, and (viii) *eighth*, to pay or reimburse principal or Accreted Value (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) of the Bonds.

Section 305. Investment of Moneys. Moneys held in the Escrow Fund shall, pursuant to written directions of the Issuer Representative, or in the absence of such direction at the discretion of the Escrow Agent, be invested and reinvested by the Escrow Agent in Permitted Investments (as defined in the Indenture) which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be used or transferred as provided in this Tax Distribution Agreement. The Escrow Agent may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department or that of any affiliate of the Escrow Agent and may pool moneys for investment purposes. Any such Permitted Investments shall be held by or under the control of the Escrow Agent and shall be deemed at all times a part of the account in which such moneys are originally held.

The interest accruing on the Escrow Fund and any profit realized from such Permitted Investments shall be credited to such fund and any loss from such Permitted Investment shall be charged to such fund. The Escrow Agent shall sell or present for redemption and reduce to cash a sufficient amount of Permitted Investments whenever it shall be necessary to use or transfer moneys in any account pursuant to the provisions of this Tax Distribution Agreement and the Escrow Agent shall not be liable for any loss resulting from such investments.

ARTICLE IV

APPLICATION OF MONEYS ON DEPOSIT IN ESCROW FUND

Section 401. Application of Incremental Tax Revenues in Escrow Fund Prior to Each Interest Payment Date. Not less than one (1) Business Day prior to each Interest Payment Date, the Escrow Agent shall allocate and distribute Incremental Tax Revenues on deposit in the Escrow Fund in the following order of priority:

(a) *Debt Service on Bonds*. The Escrow Agent shall transfer to the Trustee, for deposit in the applicable Debt Service Accounts established with respect to the Bonds under the Indenture, an amount

equal to the sum of (i) the amount of any due and unpaid principal of, Accreted Value, and interest on the Bonds (the "Past Due Debt Service"), plus (ii) the amount of principal of and interest becoming due on the upcoming Interest Payment Date on the Bonds, less any amounts then on deposit in such Debt Service Accounts and any applicable Capitalized Interest Accounts, in accordance with the provisions of the Indenture (the "Current Debt Service"). Such amount shall be applied by the Trustee *first*, to the payment of Past Due Debt Service, and *second*, to the payment of Current Debt Service.

(b) *Funding or Replenishing of Debt Service Reserve Accounts for Bonds*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsection (a) of this **Section 401** have been made, the Escrow Agent shall transfer to the Trustee, for deposit in the Debt Service Reserve Accounts established with respect to the Bonds under the Indenture, an amount equal to the amount, if any, necessary to be deposited in the Debt Service Reserve Accounts in order to cause the aggregate amount on deposit in the Debt Service Reserve Accounts as of the close of business on the upcoming Interest Payment Date to be equal to the aggregate Debt Service Reserve Requirement with respect to the Bonds (or, if applicable, to reimburse the provider of a surety bond or other credit facility satisfying the Debt Service Reserve Requirement with respect to Bonds for a prior payment of debt service on the Bonds).

(c) *Deposit to Extraordinary Expense Fund for Bonds*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a) and (b) of this **Section 401** have been made, the Escrow Agent shall transfer to the Trustee, for deposit in the Extraordinary Expense Fund established with respect to the Bonds, an amount equal to the lesser of (i) $[_____], or (ii) the amount, if any, necessary to be deposited in such Extraordinary Expense Fund to cause the aggregate amount on deposit in such Extraordinary Expense Fund to be equal to $[_____].

(d) *Reserve for Next Scheduled Debt Service Payments for Bonds*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a), (b) and (c) of this **Section 401** have been made, the Escrow Agent shall determine the aggregate scheduled principal payments (whether at maturity or upon mandatory sinking fund redemption) and interest payments required to be made with respect to the Bonds pursuant to the terms of the Indenture on the next succeeding Interest Payment Date (*i.e.*, the Interest Payment Date immediately succeeding the upcoming Interest Payment Date), less any amounts then on deposit in the applicable Debt Service Accounts and Capitalized Interest Accounts established with respect to the Bonds under the Indenture (the "Next Scheduled Debt Service Payment") and shall reserve in the Escrow Fund (or, with respect to the State Percentage of the hereinafter defined Reserved Revenues, in the City Bond Finance Fund, as provided in the last sentence of this subsection (d)) an aggregate amount (the "Reserved Revenues") equal to the Next Scheduled Debt Service Payment. An amount equal to the State Percentage of the Reserved Revenues shall be retained in the City Bond Finance Fund until the next succeeding Interest Payment Date (*i.e.*, the Interest Payment Date immediately succeeding the upcoming Interest Payment Date) and an amount equal to the Issuer Percentage of the Reserved Revenues shall be retained in the Escrow Fund until such next succeeding Interest Payment Date, at which time the Reserved Revenues shall be applied along with other amounts on deposit in the Escrow Fund as provided in this **Section 401**.

Notwithstanding anything to the contrary in this subsection (d), if the Bonds of a particular series would be paid in full on the upcoming Interest Payment Date if the portion of the Reserved Revenues allocable to such series of Bonds were available to be applied to the redemption of such Bonds pursuant to the provisions of this **Section 401** on the upcoming Interest Payment Date, then the Escrow Agent shall transfer to the Trustee the Reserved Revenues allocable to such series of Bonds that is needed to pay such series of Bonds in full, which amount shall be applied to the redemption of such series of Bonds in accordance with the applicable subsection of this **Section 401**.

(e) *Special Mandatory Redemption of Bonds on the Upcoming Interest Payment Date*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required in subsections (a),

(b) and (c) of this **Section 401** have been made, and the amount to be retained in the Escrow Fund under subsection (d) of this **Section 401** has been reserved, the Escrow Agent shall transfer to the Trustee, for deposit in the Debt Service Accounts established with respect to any series of Bonds under the Indenture, an amount sufficient to redeem the outstanding Bonds pursuant to the terms of the Indenture on the upcoming Interest Payment Date. The Trustee shall use the moneys so deposited in the Debt Service Accounts to redeem the outstanding Bonds on such date. If there is more than one series of such outstanding Bonds and the moneys to be transferred pursuant to this subsection (e) are insufficient to redeem all such outstanding Bonds, such moneys shall be allocated among such outstanding Bonds as provided in the Indenture.

(f) *Payment of Junior or Subordinate Lien Obligations*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a), (b), (c) and (e) of this **Section 401** have been made, in which case provision for payment of all Bonds shall have been made, then the Escrow Agent shall apply such remaining moneys to the payment of any obligations that are subordinate and junior to the Bonds and payable from the Revenues (as defined in the Indenture) in such manner, proportions and priority and on such dates as shall be determined as set forth in an amendment to this Tax Distribution Agreement to be effective at the date of issuance of the first series of such obligations.

(g) *Payments to State Treasurer and Issuer*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a), (b), (c), (e) and (f) of this **Section 401** have been made, in which case no Bonds or other obligations will be outstanding under the Indenture at the close of business on the upcoming Interest Payment Date, the Escrow Agent shall (i) transfer to the State Treasurer, for deposit in the State general fund, an amount equal to the State Percentage of such remaining moneys, and (ii) transfer to the Issuer, an amount equal to the Issuer Percentage of such remaining moneys.

Section 402. Application of Incremental Issuer Tax Revenues to Payment of Rebate and Certain Fees on Each February 15 and August 15. On each February 15 and August 15, the Escrow Agent shall, from Incremental Issuer Tax Revenues and any investment earnings thereon on deposit in the Escrow Fund:

(a) *first*, pay to the Trustee, for deposit in the applicable Rebate Accounts of the Rebate Fund established with respect to the Bonds under the Indenture, the amount of any arbitrage rebate then due and payable to the United States with respect to the Bonds, less any amounts then on deposit in such Rebate Accounts, in accordance with the provisions of the Indenture;

(b) *second*, pay to the Credit Enhancer, the sum of (i) the Credit Enhancer's fees and expenses due on such date, as provided in the related reimbursement agreement, and (ii) any due and unpaid fees and expenses of the Credit Enhancer under the related reimbursement agreement (other than reimbursement of such Credit Enhancer for payment of the principal of and interest on the related series of Bonds);

(c) third, pay to the Trustee the sum of (i) the Trustee's fees and expenses due on such date, as provided in the Indenture (including a semiannual payment in an amount not to exceed $[_____] for the Trustee's fees and ordinary expenses with respect to the Series 2026 Bonds), and (ii) any due and unpaid fees and expenses of the Trustee;

(c) *fourth*, pay to the Dissemination Agent the sum of (i) the Dissemination Agent's semiannual fees and expenses due on such date, and (ii) any due and unpaid fees and expenses of the Dissemination Agent;

(d) *fifth*, pay to itself, as Escrow Agent, the sum of (i) the Escrow Agent's fees and expenses due on such date, as provided in **Section 503** (including a semiannual payment in an amount not to exceed

$[_____] for its fees and ordinary expenses hereunder) and (ii) any due and unpaid fees and expenses of the Escrow Agent, to the extent such fees and expenses were determined on the date originally due to be payable from moneys on deposit in the Escrow Fund pursuant to this **Section 402**; and

(e) *sixth*, pay to the Rebate Analyst, the sum of (i) the Rebate Analyst's fees and expenses due on such date, if any, and (ii) any due and unpaid fees and expenses of the Rebate Analyst.

Section 403. Limitation on Tax Revenues to be Transferred to Trustee in the Event that a Series of Bonds Will be Paid in Full on an Interest Payment Date. On any Interest Payment Date on which all of the outstanding Bonds of a series can be paid in full with the sum of (a) moneys on deposit in the Debt Service Reserve Account established with respect to such series of Bonds and (b) Incremental Tax Revenues available on such Interest Payment Date pursuant to the provisions of **Section 401** for the payment of the principal, Accreted Value, and interest on such Bonds (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase), the Escrow Agent, in making the calculations required by **Section 401**, shall assume that all of the moneys on deposit in such Debt Service Reserve Account shall be applied to the payment of the principal, Accreted Value, and interest on such Bonds on such Interest Payment Date (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) prior to the allocation of any Tax Revenues to the payment of such Bonds pursuant to **Section 401**, in which case the amount of Tax Revenues to be transferred to the Trustee, with respect to such series of Bonds, shall not exceed the difference between (i) the amount of money necessary to pay all of the outstanding Bonds of such series in full and (ii) the amount on deposit in such Debt Service Reserve Account.

ARTICLE V

THE ESCROW AGENT

Section 501. Duties of Escrow Agent. The Escrow Agent agrees to perform the duties imposed upon it by this Tax Distribution Agreement, but only upon the following terms and conditions:

(a) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Tax Distribution Agreement, and no implied covenants or obligations shall be read into this Tax Distribution Agreement against the Escrow Agent.

(b) No provision of this Tax Distribution Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

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

(ii) no provision of this Tax Distribution Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 502. Certain Rights of Escrow Agent.

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

(b) The Escrow Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Escrow Agent hereunder in good faith and in reliance thereon.

(c) The Escrow Agent shall not be bound to make any investigation into the facts or matters stated in any certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document, but the Escrow Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(d) The Escrow Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Escrow Agent.

(e) All money received by the Escrow Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Escrow Agent in trust hereunder need not be segregated from other funds except to the extent required by law or by this Tax Distribution Agreement. The Escrow Agent shall be under no liability for interest on any money received by it hereunder except as to investments authorized and directed pursuant to **Section 305** of this Tax Distribution Agreement. The liability of the Escrow Agent to make the payments required by this Tax Distribution Agreement shall be limited to the money and Permitted Investments within the Escrow Fund.

(f) The Escrow Agent may perform any duties hereunder either directly or by or through agents or attorneys and the Escrow Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 503. Compensation. The Escrow Agent shall be entitled to payment and reimbursement as follows:

(a) on each February 15 and August 15, commencing [August 15, 2026], a reasonable semiannual fee for its services rendered hereunder not to exceed $[_____] for each semiannual fee; and

(b) upon its request, payment or reimbursement of all reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in accordance with any provision of this Tax Distribution Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Escrow Agent's negligence or bad faith.

All such payments and reimbursements shall be made only from amounts in the Escrow Fund as provided herein.

Section 504. Corporate Escrow Agent Required; Eligibility. There shall at all times be a Escrow Agent hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a

combined capital and surplus of at least $100,000,000. If such bank or trust company publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Escrow Agent shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 505. Resignation and Removal of Escrow Agent.

(a) The Escrow Agent may resign at any time by giving written notice thereof to the Issuer, the Trustee and the State Treasurer. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

(b) If the Escrow Agent has or shall acquire any conflicting interest, it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the Issuer that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Escrow Agent may be removed at any time, with or without cause, by an instrument in writing delivered to the Escrow Agent by the Issuer. The Trustee may at any time petition any court of competent jurisdiction for the removal of the Escrow Agent for cause.

(d) The Escrow Agent shall give notice of each resignation and each removal of the Escrow Agent and each appointment of a successor Escrow Agent by mailing written notice of such event by first-class mail, postage prepaid, to the Issuer, the Trustee, and the State Treasurer. Each notice of the appointment of a successor Escrow Agent shall include the name and address of the successor Escrow Agent and the address of its principal corporate trust office.

(e) No resignation or removal of the Escrow Agent and no appointment of a successor Escrow Agent pursuant to this Article shall become effective until the acceptance of appointment by the successor Escrow Agent under **Section 507**.

Section 506. Appointment of Successor Escrow Agent. If the Escrow Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Escrow Agent for any cause, the Issuer, by an instrument in writing delivered to the retiring Escrow Agent, shall promptly appoint a successor Escrow Agent. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Escrow Agent shall be appointed in the manner herein provided, the successor Escrow Agent so appointed shall, forthwith upon its acceptance of such appointment, become the successor Escrow Agent and supersede the retiring Escrow Agent. If no successor Escrow Agent shall have been so appointed and accepted appointment in the manner herein provided, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Escrow Agent appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 507. Acceptance of Appointment by Successor Escrow Agent. Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Escrow Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Escrow Agent shall become effective and such successor Escrow Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Escrow Agent and the duties and obligations of the retiring Escrow Agent shall cease and terminate; but, on request of the Issuer or the successor Escrow Agent, such retiring Escrow Agent shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Escrow Agent upon the trusts herein expressed all the rights, powers and trusts of the retiring Escrow Agent, and shall duly assign, transfer and deliver to such successor Escrow Agent all property and money held by such retiring Escrow Agent hereunder. Upon request of any such successor Escrow Agent, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Escrow Agent all such estates, properties, rights, powers and trusts.

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

Section 508. Merger, Consolidation and Succession to Business. Any entity into which the Escrow Agent may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Escrow Agent shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent, shall be the successor of the Escrow Agent hereunder, provided such entity shall be otherwise qualified and eligible under this Article, and shall be vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 509. Representations of the Escrow Agent. The Escrow Agent hereby represents and warrants to the Issuer, the Trustee and the State Treasurer as follows:

(a) The Escrow Agent is a state banking corporation duly organized and existing under the laws of the State of Kansas, is authorized and empowered to execute and deliver this Tax Distribution Agreement and has full power and authority to act as Escrow Agent as provided in this Tax Distribution Agreement.

(b) This Tax Distribution Agreement has been duly executed and delivered on behalf of the Escrow Agent by the duly authorized officer of the Escrow Agent. The execution and delivery by the Escrow Agent of this Tax Distribution Agreement and the performance by the Escrow Agent of its express duties under this Tax Distribution Agreement has been duly authorized by all necessary action on the part of the Escrow Agent. This Tax Distribution Agreement constitutes the valid and binding obligation of the Escrow Agent, enforceable in accordance with its terms.

(c) The Escrow Agent is eligible to serve as Escrow Agent hereunder in accordance with the provisions of **Section 504**.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 601. Non-Business Days. If any provision of this Tax Distribution Agreement provides that an action shall be performed on a day other than a Business Day, such action need not be performed on such day but instead may be performed on the next succeeding Business Day.

Section 602. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or communicated via electronic mail, with confirmation of receipt by delivery receipt, read receipt or otherwise (provided, however, that notice to the Trustee shall be deemed given only upon receipt), addressed as follows:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Attention: County Administrator
E-mail: djohnston@wycokck.org

(b) To the Trustee at:

Security Bank of Kansas City, as Trustee
One Security Plaza
701 Minnesota
Kansas City, Kansas 66101
Attention: Corporate Trust Department
E-mail: pgardner@securitybankkc.com

(c) To the State Treasurer at:

State Treasurer of Kansas
900 S.W. Jackson, Suite 201
Topeka, Kansas 66612
Attention: State Treasurer
E-mail: shauna@treasurer.ks.gov

(d) To the Department at:

Department of Revenue
109 SW 9th Street, 5th Floor
Topeka, Kansas 66625
Attention: Director of Taxation
E-mail: steve.stotts@ks.gov

(e) To the Escrow Agent at:

Security Bank of Kansas City, as Escrow Agent
One Security Plaza
701 Minnesota
Kansas City, Kansas 66101
Attention: Corporate Trust Department
E-mail: pgardner@securitybankkc.com

A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer, the Trustee, the State Treasurer or the Escrow Agent to any other shall also be given to the Department. The Issuer, the Trustee, the State Treasurer and the Escrow Agent may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 603. Amendments.

(a) *Amendments Without Consent of Bondowners*. This Tax Distribution Agreement may be amended or otherwise modified by a written instrument executed by all parties hereto for any one or more of the following purposes, at any time or from time to time:

(i) to add to the limitations and restrictions herein other limitations and restrictions to be observed by the other parties to this Tax Distribution Agreement which are not contrary to or inconsistent with this Tax Distribution Agreement as theretofore in effect;

(ii) to add to the covenants and agreements of any of the other parties hereto other covenants and agreements to be observed by such parties which are not contrary to or inconsistent with this Tax Distribution Agreement as theretofore in effect;

(iii) to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in this Tax Distribution Agreement;

(iv) to insert such provisions clarifying matters or questions arising hereunder as are necessary or desirable and are not contrary to or inconsistent with this Tax Distribution Agreement as theretofore in effect; and

(v) to make such modifications or changes herein that are not materially adverse to the interests of the owner of any outstanding Bond, as determined by the Escrow Agent its discretion (which determination shall be binding and conclusive on the Issuer and the owners of the outstanding Bonds).

(b) *Amendments With Consent of Bondowners*. This Tax Distribution Agreement may be amended or otherwise modified by a written instrument executed by all parties hereto at any time or from time to time for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Tax Distribution Agreement with the written consent of the owners of not less than a majority of the Bond Obligation (as defined in the Indenture) of the outstanding series of Bonds affected by such amendment; provided, however, that no such amendment shall, without the consent of the owner of each outstanding Bond affected thereby:

(i) affect the amount of Incremental Tax Revenues to be transferred from the Escrow Agent to the Trustee pursuant to this Tax Distribution Agreement; or

(ii) reduce the percentage of the principal amount of the outstanding Bonds, the consent of whose owners is required for any such amendment.

The Trustee in its discretion may determine whether or not any Bonds would be affected by any such amendment to this Tax Distribution Agreement and any such determination shall be conclusive upon the Issuer and the owners of the Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

Section 604. Governing Law. This Tax Distribution Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 605. Severability. If for any reason any provision of this Tax Distribution Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 606. Binding Effect; Benefit of Tax Distribution Agreement. This Tax Distribution Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Trustee, the State Treasurer and the Escrow Agent and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Tax Distribution Agreement, nothing in this Tax Distribution Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder and the owners of outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Distribution Agreement.

Section 607. Electronic Transactions. The transaction described herein may be conducted and related documents may be executed, sent, received and 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 608. Execution in Counterparts. This Tax Distribution 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.

IN WITNESS WHEREOF, the parties hereto have caused this Tax Distribution 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: _____
Name: Christal Watson
Title: Mayor/CEO

[SEAL]

ATTEST:

By: _____
Name: Monica L. Sparks
Title: Unified Government Clerk

SECURITY BANK OF KANSAS CITY, as Trustee under the Indenture

By: _____
Name: Peter B. Gardner
Title: Vice President

TREASURER OF THE STATE OF KANSAS

By: _____
Name:
(SEAL) Title:

SECURITY BANK OF KANSAS CITY, as Escrow Agent

By: _____
Name: Peter B. Gardner
Title: Vice President

EXHIBIT A

LEGAL DESCRIPTION OF STAR BOND DISTRICT

The following real property located in Wyandotte County, Kansas:

All that part of the Northeast Quarter and Southeast Quarter of Section 4, and all that part of Section 3, and all that part of the north half of Section 2, all in Township 11 South, Range 23 East, all that part of Lot 1, PIPER PLAZA, all that part of Lots 1, 2, 3, 4, and 5 of PIPER PLAZA SECOND PLAT, all that part of Lots 1 and 2 SECURITY BANK, all that part of Lots 14, 24, 25 and C of PLAZA AT THE SPEEDWAY, and all that part of Lots D and 53, PLAZA AT THE SPEEDWAY SECOND PLAT, and all that part of Lots 38, 39, 40, 41, and 42, PLAZA AT THE SPEEDWAY THIRD PLAT, and all that part of Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, and 52, PLAZA AT THE SPEEDWAY FOURTH PLAT, and all that part of Lots 53, 54, and 55, PLAZA AT THE SPEEDWAY FIFTH PLAT, and all that part of Lots 56, 57, Tract E1, and Tract E2, PLAZA AT THE SPEEDWAY SIXTH PLAT, and all that part of the Southeast Quarter and Southwest Quarter of Section 34, and all that part of the Southeast Quarter of Section 33, both in Township 10 South, Range 23 East, all being in the City of Kansas City, Wyandotte County, Kansas being generally described as follows: Beginning at the intersection of the south right-of-way line of Parallel Parkway and the west right-of-way line of N. 118th Street, thence southerly, with the west right-of-way line of N. 118th Street to the north line of Parcel 953101; thence westerly with the north line of parcel 953101, to the northwest corner of said Parcel 953101; thence southerly, with the west line of Parcel 953101, and with the west line of Parcels 953103 and 953104 to the north right-of-way line of State Avenue; thence easterly, with the north right-of-way line of State Avenue to the east right-of-way line of N. 110th Street; thence northerly, with the east right-of-way line of N. 110th Street, to the south right-of-way line of Parallel Parkway; thence easterly, with the south right-of-way line of Parallel Parkway, to the west right-of-way line of Village West Parkway; thence northerly, with the west right-of-way line of Village West Parkway, to the north right-of-way line of Parallel Parkway; thence easterly, with the north right-of-way line of Parallel Parkway, to the easterly line of PLAZA AT THE SPEEDWAY SIXTH PLAT; thence northerly, with the east line of PLAZA AT THE SPEEDWAY SIXTH PLAT to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY SIXTH PLAT, to the northwest corner thereof, said point also being on the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT; thence westerly and northerly, with the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT, to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY FIFTH PLAT, and with the north line of PLAZA AT THE SPEEDWAY, to the northwest corner thereof, said point being on the east right-of-way line of Hutton Road; thence southwesterly, with the easterly right-of-way line of Hutton Road to the north right-of-way line of Parallel Parkway; thence westerly, with the north right-of-way line of Parallel Parkway, to the intersection of the north right-of-way line Parallel Parkway and the northerly prolongation of the west right-of-way line of N. 118th Street; thence southerly, with the northerly prolongation of the west right-of-way line of N. 118th Street, to the point of beginning.

Except all of Lot 1, LEGENDS APARTMENTS, and except all of Lot 1, VILLAGE WEST APARTMENTS, and except 3.6 acres more or less described in Book 1861 at Page 550.

The above described tract contains approximately 550 acres, more or less.

ISSUER CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated March __, 2026 (this **"Continuing Disclosure Agreement"**) is executed and delivered by the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the **"Issuer"**) and **SECURITY BANK OF KANSAS CITY,** as dissemination agent (the **"Dissemination Agent"**).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the Issuer of its $_____ Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026 (the **"Series 2026 Bonds"**) pursuant to a Bond Trust Indenture, dated as of March 1, 2026 (the **"Indenture"**), between the Issuer and Security Bank of Kansas City, as trustee (the **"Trustee"**). The Series 2026 Bonds are to be issued by the Issuer, pursuant to and in accordance with the provisions of K.S.A. 12-17,160 *et seq*., as amended and supplemented from time to time (the **"STAR Bond Act"**).

2. The Issuer, the Trustee, the Treasurer of the State of Kansas (the **"State Treasurer"**) and Security Bank of Kansas City, as Escrow Agent, have entered into the Tax Distribution Agreement dated as of March 1, 2026 (the **"Tax Distribution Agreement"**) providing for the collection and distribution of certain sales tax revenues and transient guest tax revenues, including Incremental Issuer Tax Revenues and Incremental State Tax Revenues (collectively, the **"Incremental Tax Revenues"**), as further defined and described in the Tax Distribution Agreement, for the benefit of the owners of the Series 2026 Bonds and any Additional Bonds, as defined in the Indenture.

3. The Issuer and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Issuer and the Dissemination Agent acknowledge that the Issuer is the only "obligated person" with responsibility for continuing disclosure.

In accordance with the Indenture and in consideration of the mutual covenants and agreements herein, the Issuer and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Official Statement (defined herein), the Indenture and the Tax Distribution Agreement, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

"Beneficial Owner" means any registered owner of any of the Series 2026 Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

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

"Developer" means American Royal Association, a Missouri not-for-profit corporation, and its successors and assigns.

"Development Agreement" means the American Royal Amended and Restated Development Agreement dated as of June 24, 2025, as modified by that First Amendment to American Royal Amended and Restated Development Agreement dated as of December 5, 2025, between the Issuer and the Developer, as further amended and supplemented from time to time.

"Disclosure Representative" means the Chief Financial Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing from time to time.

"Dissemination Agent" means Security Bank of Kansas City, Kansas City, Kansas, acting in its capacity as Dissemination Agent hereunder, or any successor dissemination agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

"Incremental Tax Revenues" means, collectively, the Incremental Issuer Tax Revenues and the Incremental State Tax Revenues as such terms are defined in the Tax Distribution Agreement.

"Material Events" means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Official Statement" means the Official Statement dated February __, 2026 used in connection with the offering and sale of the Series 2026 Bonds.

"Participating Underwriter" means Piper Sandler & Co., as the underwriter of the Series 2026 Bonds required to comply with the Rule in connection with offering of the Series 2026 Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semi-Annual Report" means any Semi-Annual Report provided by the Dissemination Agent on behalf of the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement and in substantially the form as set forth in **Exhibit B**.

"Semi-Annual Report Date" means each April 1 (for the Semi-Annual Reporting Period ending March 1) and October 1 (for the Semi-Annual Reporting Period ending September 1), commencing on October 1, 2026.

"Semi-Annual Reporting Period" means the semi-annual period ending March 1 and September 1 of each year.

Section 2. Provision of Annual Reports and Semi-Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than **365** days after the end of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2026, file with the MSRB, through EMMA, the following financial information and operating data (the **"Annual Report"**):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States of America. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.

(2) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

(3) In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) Not later than the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall either (1) provide the Annual Report to the Dissemination Agent, with written instructions to file the Annual Report as specified in subsection (a), or (2) provide written notice to the Dissemination Agent that the Issuer has filed the Annual Report with the MSRB (or will do so prior to the deadline specified in subsection (a)).

(c) If the Dissemination Agent has not received either an Annual Report with filing instructions or a written notice from the Issuer that it has filed an Annual Report with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in a timely manner in substantially the form attached as **Exhibit A**.

(d) The Dissemination Agent shall, unless the Issuer has certified in writing that the Issuer (or another entity on behalf of the Issuer) has provided an Annual Report to the MSRB, via

EMMA, promptly following receipt of an Annual Report and instructions required in subsection (b) above, file the Annual Report with the MSRB, via EMMA, and shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the required Annual Report has been provided to the MSRB, via EMMA, pursuant to this Continuing Disclosure Agreement, and stating the date it was filed with the MSRB.

(e) The Dissemination Agent shall send notice, no later than September 1 of each year, commencing September 1, 2026, to the Issuer of the Issuer's obligation to provide the Annual Report.

(f) The Dissemination Agent shall notify the Issuer each year not later than 60 days and again not later than 30 days prior to each Semi-Annual Report Date that the Semi-Annual Report must be provided to the Dissemination Agent or the MSRB, via EMMA.

(g) Not later than the Semi-Annual Report Date, the Issuer shall either (1) provide each Semi-Annual Report to the Dissemination Agent, with written instructions to file the Semi-Annual Report, or (2) provide written notice to the Dissemination Agent that the Issuer has filed the Semi-Annual Report with the MSRB (or will do so prior to the Semi-Annual Report Date).

(h) The amount of Incremental Issuer Tax Revenues and Incremental State Tax Revenues will not be included in a Semi-Annual Report unless at least **5** businesses that generate Incremental Issuer Tax Revenues and Incremental State Tax Revenues are open and operating in the STAR Bond District during the Semi-Annual Reporting Period.

(i) The Dissemination Agent shall, unless the Issuer has certified in writing that the Issuer (or another entity on behalf of the Issuer) has provided a Semi-Annual Report to the MSRB, via EMMA, within **5** Business Days following receipt of a Semi-Annual Report and instructions required in subsection (g) above, file the Semi-Annual Report with the MSRB, via EMMA, and shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the required Semi-Annual Report has been provided to the MSRB, via EMMA, pursuant to this Continuing Disclosure Agreement, and stating the date it was filed with the MSRB.

(j) If the Dissemination Agent has not received the Semi-Annual Report by the Semi-Annual Report Date, the Dissemination Agent shall, in a timely manner, so notify the MSRB within **5** Business Days of the Semi-Annual Report Date. Such notice shall be filed in substantially the form attached hereto as **Exhibit A**.

Section 3. Reporting of Material Events.

(a) No later than **10** Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given notice of the occurrence of any of the following events with respect to the Series 2026 Bonds (**"Material Events"**):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) modifications to rights of security holders, if material;

(8) bond calls, if material, and, whether or not material, tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the securities, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Issuer;

(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) the appointment of a successor or additional trustee, whether or not material, or the change of name of a trustee, if material;

(15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) In addition to the above, the Issuer shall give, or cause to be given, notice of the occurrence of an uncured default under the Development Agreement.

(c) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Chief Financial Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection 3(d). If in response to a request under this subsection 3(c), the Issuer determines that the event does not constitute a Material Event, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection 3(d).

(d) Whenever the Issuer obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection 3(c) or otherwise, the Issuer shall report the occurrence to the MSRB pursuant to subsection 3(a), or notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection 3(e), in either event so that notice is given within **10** Business Days after the occurrence of the event.

(e) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, via EMMA, with a copy to the Issuer. Notwithstanding the foregoing, notice of Material Events described in subsections (a)(8) and (9) need not be given under

this subsection any earlier than the notice (if any) of the underlying event is given to the registered owners of affected Series 2026 Bonds pursuant to the Indenture.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2026 Bonds. If the Issuer's obligations under this Continuing Disclosure Agreement or the Indenture are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2026 Bonds, the Issuer shall cause the Dissemination Agent to give notice of such termination or substitution in the same manner as for a Material Event under **Section 3(e)**.

Section 5. Dissemination Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The initial Dissemination Agent shall be Security Bank of Kansas City. The Dissemination Agent may resign at any time upon giving 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including, without limitation, any Semi-Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Agreement.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Issuer) and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer and the Dissemination Agent with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, (a) notice of such change shall be given in the same manner as for a Material Event under **Section 3** and (b) the Issuer shall describe such amendment or waiver in the next Semi-Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Issuer chooses to include any information in any Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Issuer shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Material Event.

Section 8. Default. Any failure by the parties to perform in accordance with this Continuing Disclosure Agreement shall not constitute an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. If either of the parties fail to comply with this Continuing Disclosure Agreement, any

Participating Underwriter or any Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such party to comply with its obligations hereunder.

Section 9. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or other communications to or among any of the parties to this Continuing Disclosure Agreement shall be sufficiently given and shall be deemed given upon receipt if delivered in person or by overnight courier, if given by facsimile, receipt confirmed by telephone, or if mailed by registered certified mail, return receipt requested, postage prepaid, and will be deemed given on the second day following the date on which such notice or communication is so mailed, addressed, as follows:

To the Issuer:	Unified Government of Wyandotte County / Kansas City, Kansas 701 N. 7th Street, Suite 945 Kansas City, Kansas 66101 Attention: County Administrator
With A Copy To:	Unified Government of Wyandotte County / Kansas City, Kansas 701 N. 7th Street, Suite 961 Kansas City, Kansas 66101 Attention: Chief Counsel
To the Dissemination Agent:	Security Bank of Kansas City Attention: Corporate Trust Department 701 Minnesota, Suite 206 Kansas City, Kansas 66101

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Series 2026 Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 15. Electronic Transactions. The arrangement described herein may be conducted and related documents may be executed, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[*Signatures appear on the following page*]

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

_____

Name: Christal E. Watson
Title: Mayor/CEO

SECURITY BANK OF KANSAS CITY, as Dissemination Agent

By:_____

Name: Peter B. Gardner
Title: Executive Vice President

EXHIBIT A

NOTICE OF FAILURE TO FILE [ANNUAL][SEMI-ANNUAL] REPORT

Name of Issuer: Unified Government of Wyandotte County/Kansas City, Kansas (the **"Issuer"**)

Name of Issue: $_____ Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026 (the **"Series 2026 Bonds"**)

Date of Issuance: March __, 2026

NOTICE IS HEREBY GIVEN that the Issuer has not provided [an Annual][a Semi-Annual] Report with respect to the above-named Series 2026 Bonds as required by the Continuing Disclosure Agreement dated March __, 2026, between the Issuer and Security Bank of Kansas City, as Dissemination Agent. The Issuer has notified the Dissemination Agent that the Issuer anticipates that [an Annual][a Semi-Annual] Report will be filed by _____.

Dated:_____

SECURITY BANK OF KANSAS CITY, as Dissemination Agent on behalf of the Unified Government of Wyandotte County/Kansas City, Kansas

By: _____
Title: _____

cc: Unified Government of Wyandotte County/Kansas City, Kansas

EXHIBIT B

FORM OF SEMI-ANNUAL REPORT

Name of Issuer/
Obligated Person: Unified Government of Wyandotte County/Kansas City, Kansas (the **"Issuer"**)

Name of Issue: $_____ Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project), Series 2026 (the **"Series 2026 Bonds"**)

Date of Issuance: March __, 2026

Date of Report: _____, 20__

This Semi-Annual Report relates only to the Issuer's continuing disclosure obligation undertaken in connection with the delivery of the Series 2026 Bonds pursuant to SEC Rule 15c2-12. The Issuer may have additional continuing disclosure obligations in connection with other municipal debt that are not covered by this Semi-Annual Report.

For the Semi-Annual Reporting Period ended [March 1][September 1], 20___:

1. Summary of the open and operating retailers located in the Plaza at the Speedway.

2. To the extent information is available to the Issuer, description of any development activity occurring in the portion of the STAR Bond District located outside the Plaza at the Speedway property and outside the East Core Royal Property and the West Core Royal Property, as such terms are defined in the Official Statement.

3. [The amount of Incremental Issuer Tax Revenues received was $_____;] [There are fewer than five businesses that generate Incremental Issuer Tax Revenues open and operating in the STAR Bond District.]

4. [The amount of Incremental State Tax Revenues received was $_____;] [There are fewer than five businesses that generate Incremental State Tax Revenues open and operating in the STAR Bond District.]

5. The amount on deposit in the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund is $_____.

6. The amount on deposit in the Series 2026 Rebate Account of the Rebate Fund is $_____.

7. For the Semi-Annual Reporting Period ended [March 1][September 1], 20___, the amount of principal on the Series 2026 Bonds paid from Revenues on each Interest Payment Date pursuant to the special mandatory redemption provisions of the Indenture, and the interest paid on each Interest Payment Date, was as follows:

[insert or attach table with payment information]

8. The Series 2026 Bonds were outstanding in the principal amount of $_____ at the end of the Semi-Annual Reporting Period ended [March 1][September 1], 20___.

9. For any Semi-Annual Reporting Period in which there are proceeds of the Series 2026 Bonds on deposit in either the Series 2026 Project Account of the Project Fund or the Series 2026 Escrowed Project Account of the Escrowed Project Fund, also include the following:

[Based on a written disbursement request of the Developer and the Issuer received by the Trustee, the Trustee disbursed moneys on deposit in the Series 2026 Project Account of the Project Fund in the amount of $_____ to the Developer to pay or as reimbursement for payment made for the Costs of the Project, in the Semi-Annual Reporting Period ended [March 1][September 1], 20___.]

[The Escrow Release Conditions (as defined in the Indenture) did not occur in the Semi-Annual Reporting Period ended [March 1][September 1], 202_.]

[The Escrow Release Conditions (as defined in the Indenture) occurred and the amount on deposit in the Series 2026 Escrowed Project Account of the Escrowed Project Fund of $_____ was withdrawn from the Series 2026 Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2026 Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20___.]

[$_____ was withdrawn from the Series 2026 Escrowed Project Account of the Escrowed Project Fund, $_____ was withdrawn from the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2026 Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 202_. $_____ remains in the Series 2026 Escrowed Project Account of the Escrowed Project Fund.]

TAX COMPLIANCE AGREEMENT

Dated as of March 1, 2026

Between

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

And

SECURITY BANK OF KANSAS CITY,
as Trustee

$[Principal Amount]
Sales Tax Special Obligation Revenue Bonds
(Northwest Speedway STAR Bond District Project)
Series 2026

TAX COMPLIANCE AGREEMENT

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* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Agreement") is entered into as of March 1, 2026, between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation and political subdivision duly 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 validly existing under the laws of the State of Kansas, as trustee (the "Trustee").

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Issuer of $[Principal Amount] principal amount of Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) Series 2026 (the "Bonds"), under a Bond Trust Indenture dated as of March 1, 2026 (as so supplemented, the "Indenture"), between the Issuer and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The Issuer has adopted a Tax-Exempt Financing Compliance Policy and Procedure (the "Tax Compliance Procedure"), for the purpose of setting out general procedures for the Issuer to monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Agreement is entered into as required by the Tax Compliance Procedure, in part, to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer and the Trustee represent, covenant and agree as follows:

ARTICLE I

GENERAL

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases

have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"Adjusted Gross Proceeds" means the Gross Proceeds of the Bonds, reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or investment proceeds of any purpose Investment.

"Bona Fide Debt Service Fund" means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

"Bond" or **"Bonds"** means any bond or bonds of the Issuer's Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) Series 2026, described in the recitals and authenticated and delivered under the Indenture.

"Bond Compliance Officer" means the Issuer's Chief Financial Officer, or the other person to whom the responsibilities of this position are delegated in writing.

"Bond Counsel" means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending March 1, or another one-year period selected by the Issuer.

"**City Bond Finance Fund**" means the account relating to the Northwest Speedway STAR Bond District within the City Bond Finance Fund created by K.S.A. 79-3620b, as amended, and established with the Treasurer of the State of Kansas.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date on which arbitrage rebate for the Bonds is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and

(c) the date the last Bond is discharged is the final Computation Date.

The Issuer selects March 1, 2031 as the first Computation Date, but reserves the right to select a different date consistent with the Regulations.

"Costs of Issuance" means, generally, any cost or expense incurred on account of and in connection with the borrowing including, (a) underwriters' spread (whether realized directly or derived

through purchase of the Bonds at a discount below the price at which they are expected to be sold to the public); (b) counsel fees (including bond counsel, underwriter's counsel, issuer's counsel, company counsel in the case of borrowings such as those for exempt facilities, as well as any other specialized counsel fees incurred in connection with the borrowing); (c) financial advisor fees incurred in connection with the borrowing; (d) rating agency fees; (e) trustee fees incurred in connection with the borrowing; (f) paying agent and certifying and authenticating agent fees related to issuance of the Bonds; (g) accountant fees (e.g., accountant verifications in the case of advance refundings) related to issuance of the bonds; (h) printing costs (for the Bonds and of preliminary and final offering materials); (i) costs incurred in connection with the required public approval process (e.g., publication costs for public notices generally and costs of the public hearing or voter referendum); and (j) costs of engineering and feasibility studies necessary to the issuance of the Bonds (as opposed to such studies related to completion of the Financed Facility, but not to the financing). However, Costs of Issuance do not include fees and expenses directly related to the cost of credit enhancement for the Bonds to the extent such fees or expenses may be included as a qualified guaranty in the calculation of the yield on the Bonds.

"Debt Service Reserve Requirement" means, with respect to the Bonds, $[_____], reduced by amounts transferred to the Series 2026 Debt Service Account from the Series 2026 Debt Service Reserve Account upon a failure to satisfy certain conditions for the release of Bond proceeds from the Series 2026 Escrowed Project Account to the Series 2026 Project Account.

"Developer" means American Royal Association, a Missouri not-for-profit corporation.

"**Escrow Agent**" means Security Bank of Kansas City, and its successor or successors at the time acting as escrow agent under the Tax Distribution Agreement.

"**Escrow Fund"** means the Incremental Tax Revenues Escrow Fund – Northwest Speedway STAR Bond District, established under the Tax Distribution Agreement.

"Financed Facilities" means the portion of the Project financed or refinanced with the proceeds of the Bonds, as described on **Exhibit C**.

"Final Written Allocation" means the written allocation of the expenditure of proceeds of the Bonds for the Project, a sample form of which is attached as **Exhibit G**.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) investment proceeds (any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

(1) Series 2026 Project Account.
(2) Series 2026 Escrowed Project Account.
(3) Series 2026 Costs of Issuance Account.
(4) Series 2026 Debt Service Account, including a Series 2026 Special Mandatory Redemption Subaccount.
(5) Series 2026 Capitalized Interest Account.
(6) Series 2026 Debt Service Reserve Account.
(7) Escrow Fund (to the extent allocable to the Bonds).

(8) City Bond Finance Fund (to the extent allocable to the Bonds).

(9) Series 2026 Rebate Account (to the extent funded with sale proceeds or investment proceeds of the Bonds).

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

"Incremental Tax Revenues" means, collectively, the Incremental Issuer Tax Revenues and the Incremental State Tax Revenues (as each such capitalized term is defined in the Tax Distribution Agreement).

"Indenture" means the Bond Trust Indenture dated as of March 1, 2026, between the Issuer and the Trustee, as amended and supplemented from time to time.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include tax-exempt bonds, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C).

"IRS" means the United States Internal Revenue Service.

"Issue Date" means March __, 2026.

"Issuer" means the Unified Government of Wyandotte County/Kansas City, Kansas, and its successors and assigns, or any body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the Unified Government of Wyandotte County/Kansas City, Kansas.

"Net Proceeds" means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all investment earnings on such sale proceeds.

"Non-Qualified Use" means use of Bond proceeds or the Financed Facilities (1) in a trade or business carried on by any Non-Qualified User, or (2) in any activity of a Tax-Exempt Organization that constitutes an "unrelated trade or business" under Code § 513(a). The rules set out in Regulations § 1.141-3, as modified by § 1.145-2, determine whether Bond proceeds or the Financed Facilities are "used" in a trade or business.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel concluding that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facilities and the investment of Gross Proceeds that apply after the Issue Date.

"Project" means all of the property within the STAR Bond District (as defined in the Indenture) described on **Exhibit C** financed or refinanced with proceeds of the Bonds and other money, and specifically the acquisition, construction, and improvement of an entertainment, education and exhibition complex and related infrastructure.

"Qualified User" means (1) a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States, or (2) a Tax-Exempt Organization.

"Rebate Analyst" means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

"Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

"Tax Agreement" means this Tax Compliance Agreement, as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the Issuer's Tax-Exempt Financing Compliance Policy and Procedure, dated as of January 19, 2012, as amended and supplemented in accordance with the provisions thereof.

"Tax Distribution Agreement" means the Tax Distribution Agreement dated as of March 1, 2026, among the Issuer, the Trustee, the Treasurer of the State of Kansas and the Escrow Agent.

"Tax-Exempt Bond File" means documents and records for the Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"Tax-Exempt Organization" means a nonprofit organization, organized under the laws of the United States of America or any state, that is described in Code § 501(c)(3) and is exempt from federal income taxes under Code § 501(a).

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

"Trustee" means Security Bank of Kansas City, and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as trustee under the Indenture.

"Underwriter" means Piper Sandler & Co., the underwriter of the Bonds.

"Yield" means Yield on the Bonds, computed under Regulations § 1.148-4, and Yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority*. The Issuer (1) is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Representation and Covenants*. In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the Issuer, to the extent within its power or direction, (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code, (2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Issuer, in a manner that would violate applicable provisions of the Code, and (3) will not use, or permit the use of, any portion of the Financed Facilities in a manner that would violate applicable provisions of the Code.

(c) *501(c)(3) Bonds.* The Issuer understands that the Bonds are being issued as "qualified 501(c)(3) bonds" under Code § 145. Based solely on the representations of the Developer in the Certificate of Developer attached hereto as **Exhibit D**, the Issuer understands that the Developer is and expects to be, a Tax-Exempt Organization for at least as long as any Bonds remain outstanding, and the Developer has received a letter from the IRS concerning its status as a Tax-Exempt Organization, a copy of which is attached to this Tax Agreement as part of **Exhibit D**.

(c) *No Private Security or Payment; No Impermissible Agreements*.

(1) In General. As of the Issue Date, the Issuer expects that none of the principal of or interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(A) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(B) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

(2) Incremental Tax Revenues. For purposes of this subsection (d), "generally applicable taxes" within the meaning of Regulations § 1.141-4(e) are not treated as private payments or as private security. Incremental Tax Revenues will be the primary source of repayment of the Bonds. Incremental Tax Revenues are generally applicable taxes, because each tax is an enforced contribution exacted pursuant to legislative authority as part of the taxing

power, is imposed and collected for the purpose of raising revenue to be used for governmental purposes, has a uniform rate of collection that applies to all persons of the same classification in the appropriate jurisdiction and has a generally applicable manner of collection and determination.

(3) No Impermissible Agreements. No taxpayer has entered into any "impermissible agreement" relating to the payment of Incremental Tax Revenues, which generally includes any agreement described in Regulations § 1.141-4(e)(4)(ii), including the following:

(A) An agreement to be personally liable for a tax that does not impose personal liability.

(B) An agreement to provide additional credit support such as a guaranty or to pay unanticipated shortfalls in tax collections.

(C) An agreement as to the minimum market value of property subject to a property tax.

(D) An agreement not to challenge or to seek deferral of a tax.

(E) Any similar agreement that causes a tax to fail to have a generally applicable manner of determination or collection.

(4) Developer Payments. For purposes of this subsection (d), any payments received from the Developer (or another Tax-Exempt Organization) are not treated as private payments or as private security with respect to the Bonds.

(5) Issuer's Covenant. The Issuer will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* No proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Public Hearing and Approval*. In connection with the issuance of the Bonds, the Issuer held a public hearing regarding the proposed issuance of the Bonds, at _____ on _____, 2026, at the Issuer's main offices, 701 N 7th St. Trafficway, Kansas City, Kansas, after posted notice of the hearing advised the public that a public hearing would be held on such date to discuss the proposed issuance of the Bonds and that interested parties would have an opportunity to express their views at that hearing. The hearing was open to the public, and those present were invited to express their views relating to the issuance of the Bonds and the proposed use of the Bond proceeds. After the public hearing, the Mayor/Chief Executive Officer of the Issuer approved the issuance of the Bonds. The approval certificate of the Mayor/Chief Executive Officer, together with evidence of posting of the notice of the hearing is attached to this Tax Agreement as **Exhibit E**.

(g) *Limit on Maturity of Bonds*. A list of the assets included in the Financed Facilities and a computation of the "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit C**. Based on this computation, the "average maturity" of the Bonds of [____] years, as shown on **Exhibit A**, based on the expected receipt of Incremental Tax Revenues and the repayment of the Bonds, does not exceed 120% of the average reasonably expected economic life of the Financed Facilities.

(h) *Reimbursement of Expenditures.* The Issuer does not expect to reimburse itself for Project expenditures made prior to the Issue Date, but reserves the ability to make such a reimbursement allocation in the future in accordance with Regulations § 1.150-2, *provided that*: (1) no Bond proceeds will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the Issuer declared its official intent via ordinance to issue the Bonds for the Project, (2) no reimbursement allocation will be made for an expenditure paid more than three years before the date of the reimbursement allocation, and (3) no reimbursement allocation will be made more than 18 months following the later of the date the expenditure is paid or the date the Project is placed in service.

(i) *Registered Bonds*. The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(j) *No Federal Guarantee*. The Issuer will not take any action or permit any action to be taken which would cause any Bond to be "federally guaranteed" within the meaning of Code § 149(b).

(k) *IRS Form 8038*. Bond Counsel has prepared Form 8038 (Information Return for Tax-Exempt Private Activity Bond Issues) based on the representations and covenants of the Issuer and the Developer contained in this Tax Agreement or otherwise provided by the Issuer or the Developer. Bond Counsel has signed the return as a paid preparer and will deliver copies to the Issuer for execution and for the Issuer's records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038 for filing with the IRS. A copy of the Form 8038 filed with the IRS, along with proof of filing, will be included as **Exhibit B**.

(l) *Limit on Costs of Issuance*. Not more than 2% of the sale proceeds of the Bonds will be used to pay Costs of Issuance.

(m) *No Hedge Bonds*. Based in part on the representations of the Developer in the Certificate of Developer attached hereto as **Exhibit D**, the Issuer expects that at least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements*. The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues*. The Bonds constitute a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for the investment of any Gross Proceeds of the Bonds. The Issuer will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(r) *Bank Qualified Tax-Exempt Obligation.* The Bonds are *not* "qualified tax-exempt obligations" under Code § 265(b).

(s) *Issuer Reliance on Other Parties*. The expectations, representations and covenants of the Issuer concerning uses of Bond proceeds and certain other money described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the Developer and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement, including without limitation **Exhibit C** to this Tax Agreement. Although the Issuer has made no independent investigation of the representations of other parties, including the Developer, the Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting at the written direction of the Issuer, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The Issuer will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting at the written direction of the Issuer, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by such parties related to the Post-Issuance Tax Requirements in accordance with **Section 4.2** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of the Bonds or any obligation issued to refund the Bonds; *provided*, however, that if the Trustee is not retained to serve as trustee for any obligations issued to refund the Bonds, then the Trustee may satisfy its record retention duties under this subsection (c) by providing copies of all such records related to the Bonds to the trustee for the refunding obligations or other party agreed upon by the Issuer.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the Issuer and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts

existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purposes of providing funds to finance a portion of the costs of the Project.

Section 3.4. Funds and Accounts. The following funds and accounts have been established with respect to the Bonds under the Indenture:

(a) Series 2026 Project Account.
(b) Series 2026 Escrowed Project Account.
(c) Series 2026 Costs of Issuance Account.
(d) Series 2026 Debt Service Account, and therein a Series 2026 Special Mandatory Redemption Subaccount.
(e) Series 2026 Capitalized Interest Account.
(f) Series 2026 Debt Service Reserve Account.
(g) Series 2026 Rebate Account.
(h) Extraordinary Expense Fund.

In addition, the Escrow Fund is established with the Escrow Agent under the Tax Distribution Agreement, and the City Bond Finance Fund is established with the State Treasurer pursuant to Kansas State law.

Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

Principal Amount	$[Principal Amount].00
Original Issue Discount/Premium	
Underwriting Discount	
Net Proceeds	$

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) $[_____] will be deposited in the Series 2026 Project Account and used to pay costs of the Project;

(2) $[_____] will be deposited in the Series 2026 Escrowed Project Account and, upon satisfaction of the applicable escrow release conditions specified in the Indenture, used to pay costs of the Project;

(3) $[_____] will be deposited in the Series 2026 Costs of Issuance Account and used to pay Costs of Issuance of the Bonds;

(4) $[_____] will be deposited in the Series 2026 Capitalized Interest Account and used to pay capitalized interest on the Bonds; and

(5) $[_____] will be deposited in the Series 2026 Debt Service Reserve Account to satisfy the Debt Service Reserve Requirement.

Section 3.6. No Multipurpose Issue. The Bonds are being issued for the sole purpose of financing the Project.

Section 3.7. No Refunding. No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligations of the Issuer.

Section 3.8. Project Completion. Based in part on the representations of the Developer in the Certificate of Developer attached hereto as **Exhibit D**, the Issuer expects that (a) a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Bonds on the Financed Facilities has been incurred or will be incurred within 6 months after the Issue Date, (b) the completion of the Financed Facilities and the allocation of the proceeds of the Bonds to expenditures will proceed with due diligence, and (c) at least 85% of the proceeds of the Bonds will be allocated to expenditures on the Financed Facilities within three years after the Issue Date.

Section 3.9. Sinking Funds. Under the Indenture, the Issuer is required to cause payments to be made to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds, subject to available Incremental Tax Revenues. Under the Tax Distribution Agreement, the Incremental Tax Revenues will be transferred from the Treasurer of the State of Kansas to the Escrow Agent for deposit in the Escrow Fund in an amount sufficient to pay the debt service on the Bonds, whereby the Escrow Agent (on behalf of the Issuer) will semiannually transfer to the Trustee for deposit in the Series 2026 Debt Service Account the Incremental Tax Revenues in an amount sufficient to pay the debt service on the Bonds. Except for the Series 2026 Debt Service Reserve Account, the Series 2026 Debt Service Account, the Series 2026 Capitalized Interest Account, and the portions of the Escrow Fund and the City Bond Finance Fund allocable to the Bonds, no sinking fund or other similar fund that is expected to be used to pay the principal of or interest on the Bonds has been established or is expected to be established. The

Series 2026 Debt Service Account, the Series 2026 Capitalized Interest Account and the portions of the Escrow Fund and the City Bond Finance Fund allocable to the Bonds are expected to be used primarily to achieve a proper matching of revenues with the principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Series 2026 Debt Service Account, the Series 2026 Capitalized Interest Account and the portions of the Escrow Fund and the City Bond Finance Fund allocable to the Bonds will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Series 2026 Debt Service Reserve Account*. The Indenture establishes the Series 2026 Debt Service Reserve Account to be funded from Bond proceeds in an amount equal to the Debt Service Reserve Requirement. The Debt Service Reserve Requirement does not exceed the least of (1) 10% of the aggregate original [issue price] [principal amount] of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds, or (3) 125% of the average annual principal and interest requirements on the Bonds, each determined as of the Issue Date. In the Underwriter's Receipt for Bonds and Closing Certificate, included in the Transcript as Item #[__], the Underwriter has certified that the funding of the Series 2026 Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement is reasonably required, was an essential factor in marketing the Bonds and facilitated the marketing of the Bonds at an interest rate comparable to that of similar bond issues.

(b) *No Other Replacement or Pledged Funds*. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facilities, and that instead has been or will be used to acquire higher Yielding Investments. Except for the Series 2026 Debt Service Reserve Account, the Series 2026 Debt Service Account, and the portions of the Escrow Fund and the City Bond Finance Fund allocable to the Bonds, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds.

Section 3.11. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price*. Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, included in the Transcript as Item #[__], the Issuer hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds is $[_____].

(b) *Bond Yield*. Based on the aggregate issue price of the Bonds and information provided by the Underwriter relating to the expected receipt of Incremental Tax Revenues and the repayment of the Bonds, the Yield on the Bonds is [_____]%, computed in accordance with Regulations § 1.148-4(b)(2)(i), as shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-

exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article*. The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements for the Bonds that apply after the Bonds are issued. The Issuer recognizes that the interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that the interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The Bond Compliance Officer will be responsible for working with the Developer and other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to comply with the Post-Issuance Tax Requirements.

(d) *Future Action; Costs.* The Issuer will, in order to comply with the Post-Issuance Tax Requirements, take any action that is necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes, which may include signing Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participating in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertaking a remedial action procedure pursuant to Regulations § 1.141-12. The Issuer will pay all costs in connection with any action taken related to the Post-Issuance Tax Requirements. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds, and

the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facilities.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of the Bonds or any obligation issued to refinance the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures*. The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds and other money for the Project. The proceeds of the Bonds and other money are expected to be allocated to expenditures for the Project, as shown on **Exhibit C**. Upon completion of the Project, the Issuer will supplement this expected allocation with a Final Written Allocation of the Bond proceeds to the Project, a sample form of which is attached to this Tax Agreement as **Exhibit G**.

(c) *Annual Compliance Checklist*. Attached as **Exhibit F** is a form of annual compliance checklist for the Bonds. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Bonds at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Series 2026 Project Account; Series 2026 Escrowed Project Account; Series 2026 Costs of Issuance Account.* Bond proceeds deposited in the Series 2026 Project Account, the Series 2026 Escrowed Project Account, or the Series 2026 Costs of Issuance Account, and investment earnings on those proceeds, may be invested without Yield restriction for up to 3 years after the Issue Date. If any such unspent proceeds remain after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c).

(b) *Series 2026 Debt Service Account; Series 2026 Capitalized Interest Account; Escrow Fund; City Bond Finance Fund*. To the extent that the Series 2026 Debt Service Account, the Series 2026 Capitalized Interest Account and the portions of the Escrow Fund and the City Bond Finance Fund allocable to the Bonds, in the aggregate, qualify as a Bona Fide Debt Service Fund, money in such accounts may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Series 2026 Debt Service Reserve Account*. Money in the Series 2026 Debt Service Reserve Account up to the Debt Reserve Requirement may be invested without Yield restriction.

(d) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the lesser of $100,000 or 5% of the sale proceeds of the Bonds may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market*. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer and the Trustee retain the following records with the bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.,* as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate, the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions*. The following optional rebate spending exceptions can apply to the Bonds:

(1) 6-month exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
(2) 18-month exception (Regulations § 1.148-7(d)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions. At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether the spending exception has been satisfied.

(d) *Bona Fide Debt Service Fund*. To the extent the Series 2026 Debt Service Account, the Series 2026 Capitalized Interest Account and the portions of the Escrow Fund and the City Bond Finance Fund allocable to the Bonds, in the aggregate, qualify as a Bona Fide Debt Service Fund, investment earnings therein cannot be taken into account in computing arbitrage rebate.

(e) *General Requirements for Spending Exception.* The following general requirements apply in determining whether the spending exception is met.

(1) Using Adjusted Gross Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds, as applicable, are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	**Minimum Percentage of Adjusted Gross Proceeds Spent**
6 months	15%
12 months	60%
18 months (Final)	100%

(4) For purposes of applying the 18-month spending exception, the failure to satisfy the **final** spending requirement is disregarded if the Financed Facilities is completed with due diligence and the failure does not exceed the lesser of 3% of the aggregate issue price of the Bonds or $250,000.

(5) For purposes of applying the 18-month spending exception, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Covenants.* The Trustee (1) will engage, at the expense of the Issuer, a Rebate Analyst to compute arbitrage rebate on the Bonds in accordance with the Regulations, and (2) will pay to the United States, but solely from amounts held in the Series 2026 Rebate Account or money provided by the Issuer, all such arbitrage rebate in accordance with this Tax Agreement and the Regulations. The Issuer will make payments to the Trustee as necessary to comply with the rebate requirements of Code § 148(f) and the Regulations.

(b) *Computation of Rebate Amount*. The Trustee will provide the Rebate Analyst with investment reports for the funds and accounts held by the Trustee at such times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The Issuer will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Series 2026 Rebate Account and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay the amount of the deficiency for deposit into the Series 2026 Rebate Account. If the sum of the amount on deposit in the Series 2026 Rebate Account and the value of prior rebate payments is greater than the rebate amount, the Trustee will transfer such surplus in the Series 2026 Rebate Account to the Series 2026 Debt Service Account. After the final Computation Date or at any other time if the Rebate Analyst has advised the Issuer and the Trustee, any money left in the Series 2026 Rebate Account will be paid to the Issuer and may be used for any purpose not prohibited by law.

(c) *Rebate Payments*. Within 60 days after each Computation Date, the Trustee must pay (but solely from amounts in the Series 2026 Rebate Account or otherwise provided by the Issuer) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(d) *Successor Rebate Analyst*. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the

responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the Issuer fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.7. Filing Requirements. The Trustee and the Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.8. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate and yield reduction amounts to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; *provided that*, the provisions of **Section 4.6** of this Tax Agreement regarding payment of arbitrage rebate and yield reduction amounts, and all related penalties and interest, will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** hereof relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bond owners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Section 5.4. Reliance. In delivering this Tax Agreement, the Issuer and the Trustee are making only those certifications, representations and agreements as are specifically attributed to each in this Tax Agreement. Neither the Issuer nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of their knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer and the Trustee each understands that its certifications, representations and agreements in this Tax Agreement will be relied

upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the excludability from gross income of the interest on the Bonds for federal income tax purposes.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Issuer and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bond owners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be executed, sent, received and 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.

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The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the date first above written.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Name: Christal Watson
Title: Mayor/CEO

SECURITY BANK OF KANSAS CITY, as Trustee

By: _____
Name: Peter B. Gardner
Title: Executive Vice President

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

PROJECT DESCRIPTION

EXHIBIT D

CERTIFICATE OF DEVELOPER

Unified Government of Wyandotte County/Kansas City, Kansas
Sales Tax Special Obligation Revenue Bonds
(Northwest Speedway STAR Bond District Project)
Series 2026

March __, 2026

The undersigned, a duly authorized representative of American Royal Association, a Missouri not-for-profit corporation (the "Developer"), as developer of a major entertainment, education and exhibition complex (the "Project") to be financed, in whole or in part, by the above-captioned bonds (the "Bonds") issued on the date of this Certificate by the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer"), hereby certifies and represents on behalf of the Developer with respect to the Bonds as of the date hereof, as follows:

1. The Developer has been determined to be and presently is a nonprofit organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and is exempt from federal income taxes under Section 501(a) of the Code. The Developer has received a letter from the Internal Revenue Service as to such tax-exempt status, a copy of which is attached to this certificate. Such letter has not been withdrawn, and no audit or investigation by the Internal Revenue Service of such tax-exempt status is presently being conducted, and there has been no change or threatened change in such tax-exempt status as of the date hereof. As long as any Bonds remain outstanding, the Developer will maintain its tax-exempt status, and will take no action or permit any action to be taken that could result in the alteration or loss of its tax-exempt status. If the event of any audit or investigation, or any change or threatened change, by the Internal Revenue Service of the Developer's tax-exempt status, the Developer will promptly notify the Issuer in writing.

2. The Developer's federal employment identification number is _____.

3. The Developer expects to own, for federal income tax purposes, all of the Project for the entire term of the Bonds, and, for as long as any Bonds remain outstanding, the Developer will not sell or otherwise dispose of any portion of the Project, without first obtaining the written consent and approval by the Issuer.

4. Except as described in this Section 3, as of the date hereof, the Developer has not entered into, and does not expect to enter into, any leases, management/operating agreements, licenses, or other agreements or arrangements with any person or entity relating to the Project, and for as long as any Bonds remain outstanding, the Developer will not enter into any such agreement or arrangement relating to the Project, without first obtaining the written consent and approval by the Issuer. The Developer will maintain documents and records of any such agreements and arrangements other than the general public. The representations, covenants and restrictions of this Section 3 shall not apply to: (i) any agreement or arrangement entered into with a governmental entity or another Code Section 501(c)(3) nonprofit entity; or (ii) any agreement or arrangement for up to 50 days in duration if entered into pursuant to a negotiated arm's length arrangement at fair market value; or (iii) any agreement or arrangement previously consented to and approved in writing by the Issuer.

5. As of the date hereof, the Developer has not conducted any activity, and does not expect to conduct any activity, with respect to the Project that would constitute an "unrelated trade or business" of the Developer (within the meaning of Section 513(a) of the Code), and, for as long as any Bonds remain outstanding, the Developer will not conduct any such activity with respect to the Project for as long as any Bonds remain outstanding, without first obtaining the written consent and approval by the Issuer.

6. The Developer reasonably expects that at least 85% of the proceeds of the Bonds will be expended for the Project within 3 years after the date hereof. In the event the foregoing is not satisfied, the Developer reasonably expects that the proceeds of the Bonds will be expended for the Project as follows: (a) at least 10% thereof will be spent within 1 year after the date hereof; (b) at least 30% thereof will be spent within 2 years after the date hereof; (c) at least 60% thereof will be spent within 3 years after the date hereof; and (d) at least 85% thereof will be spent within 5 years after the date hereof.

7. The Developer reasonably expects that the completion of the Project and the allocation of the proceeds of the Bonds to expenditures will proceed with due diligence.

8. As of the date hereof, a binding obligation has been entered into to spend at least 5% of the proceeds of the Bonds on the Project.

9. The costs to be financed or refinanced from the proceeds of the Bonds constitute or will constitute "capital expenditures," meaning any cost of a type that is properly chargeable to capital account (or would be so chargeable with a proper election) under general federal income tax principles, except for a *de minimis* amount not in excess of 5% of the proceeds of the Bonds.

10. The Developer understands that, under the Bond Trust Indenture dated as of March 1, 2026 (the "Indenture"), between the Issuer and Security Bank of Kansas City, as trustee, certain of the Bond proceeds are being deposited into the Series 2026 Escrowed Project Account to be released only upon satisfaction of the Escrow Release Conditions, as each such capitalized term is defined in the Indenture; the Developer reasonably expects that all such conditions will be satisfied, and therefore that all such Bond proceeds will be timely released from the Series 2026 Escrowed Project Account and deposited into the Series 2026 Project Account and ultimately used to pay costs of the Project.

11. No proceeds of the Bonds will be used to finance or refinance any airplane, skybox, or other private luxury box, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, as such terms are used in Section § 147(e) of the Code.

12. The Developer will reasonably cooperate with the Issuer, when necessary, in an effort to establish and maintain the tax-exempt status of interest on the Bonds, including without limitation responding to Issuer requests for information and documentation, to the extent relating to matters within the Developer's knowledge and control, in connection with any federal income tax audit of the Bonds by the Internal Revenue Service.

This certificate may be relied upon by the Issuer in executing and delivering the Tax Compliance Agreement, dated as of March 1, 2026, between the Issuer and Security Bank of Kansas City, as trustee, and by Gilmore & Bell, P.C., Bond Counsel, in delivering its opinion relating to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

IN WITNESS WHEREOF, the Developer has caused this Certificate to be executed by its duly authorized officer as of the date hereof.

AMERICAN ROYAL ASSOCIATION,
a Missouri not-for-profit corporation

By: _____
Name:
Title:

EXHIBIT E

TEFRA MATERIALS

EXHIBIT F

FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligations (the "Bonds") financing Financed Facilities:	**$[Principal Amount] Unified Government of Wyandotte County/Kansas City, Kansas Sales Tax Special Obligation Revenue Bonds (Northwest Speedway STAR Bond District Project) Series 2026**
Issue Date of Bonds:	**March __, 2026**
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1. Rebate Calculations	Has the Issuer obtained required rebate calculations for the Bonds?	☐ Yes ☐ No
	If Yes, include a copy in the Tax-Exempt Bond File, if No; consult with the Rebate Analyst and include all correspondence in the Tax-Exempt Bond File.	
2. Private Security or Payment	Other than payments received from the American Royal, has the Issuer entered into any agreement or arrangement with any entity whereby the entity pays for the use of any portion of the Financed Facilities (for example, rent) or agrees to provide security for the Bonds (for example, a guarantee)?	☐ Yes ☐ No
	If Yes, consult with Bond Counsel and include correspondence – including any Written Opinion of Bond Counsel – in the Tax-Exempt Bond File.	
3. Private Use	Note: Check with the American Royal for this question. Has the American Royal entered into any leases, management or operating agreements, licenses, or other agreements or arrangements with any person or entity relating to the Project? Note: this does <u>not</u> include any agreement or arrangement for up to 50 days in duration if entered into pursuant to a negotiated arm's length arrangement at fair market value.	

Signature, Name and Title of Person Completing Questionnaire:

By: _____
Printed Name: _____
Title: _____
Date Completed: _____

EXHIBIT G

FORM OF FINAL WRITTEN ALLOCATION

$[Principal Amount]
Unified Government of Wyandotte County/Kansas City, Kansas
Sales Tax Special Obligation Revenue Bonds
(Northwest Speedway STAR Bond District Project)
Series 2026

Final Written Allocation

The undersigned is the Director of Finance of the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the "Issuer"), and in that capacity is authorized to execute federal income tax returns required to be filed by the Issuer and to make certain elections and designations regarding federal income tax matters on behalf of the Issuer. This allocation of the proceeds of the above-captioned bonds (the "Bonds") is necessary for the Issuer to satisfy ongoing reporting and compliance requirements relating to the Bonds under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Issuer or, if later, the date the "Project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Background. The Bonds were issued by the Issuer on March __, 2026, under the Bond Trust Indenture dated as of March 1, 2026 (the "Indenture") between the Issuer and Security Bank of Kansas City, as trustee, for the purpose of financing certain costs of a redevelopment and improvement project, and specifically the acquisition, construction, and improvement of a major entertainment, education and exhibition complex and related infrastructure (the "Project").

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. Certain Project costs were paid from sale and investment proceeds of the Bonds, as well as other amounts contributed by the Developer (American Royal Association, a Missouri not-for-profit corporation) or other parties, as shown on ***Schedule I*** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (*i.e.*, the "Financed Facilities" referenced in the Tax Compliance Agreement for the Bonds) are listed on ***Schedule II*** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules under Code § 148, the Issuer allocates Bond proceeds to the various expenditures described in the invoices, requisitions or other substantiation attached as ***Schedule II*** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Issuer for an amount previously paid or incurred.

Placed in Service. The Project was "placed in service" on the dates set out on ***Schedule II*** to this Final Written Allocation. For this purpose, assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (a) the acquisition, construction and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Issuer reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

_____

By: _____

Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

_____

Date of Review: _____

Schedule I to Final Written Allocation

Allocation of Sources and Uses

[To be Completed at Time of Final Written Allocation]

Schedule II to Final Written Allocation

Description of Financed Facilities

[To be Completed at Time of Final Written Allocation]

CONSENT AGENDA ITEM NO. _____

Unified Government of Wyandotte County and Kansas City, Kansas

Board of Commissioners

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

Mayor Christal E. Watson
Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Andrew Kump –
Commissioner Dist. 1 Jermaine Howard – Commissioner Dist. 2 Bill Burns –
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Evelyn Hill –
Commissioner Dist. 5 Carlos Pacheco III – Commissioner Dist. 6 Phil Lopez –
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis

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MINUTES

Thursday, December 18, 2025
7:00 PM – 10:03 PM

Attendance:

Commissioner's Present:

- Mayor Christal E. Watson
- Commissioner Hill
- Commissioner Pacheco
- Commissioner Lopez
- Commissioner Stites
- Commissioner Davis
- Commissioner Bynum
- Commissioner Kump
- Commissioner Howard
- Commissioner Burns
- Commissioner Ramirez

Commissioner's Absent:

- None

Staff Present:

- Monica L. Sparks (UG Clerk)
- Angela J. Lawson (Acting Chief Counsel)
- Wendy Green (Deputy Chief Counsel)
- David Johnston (County Administrator)
- Terrie Garrison (Interim Health Director, Health Department)
- Wesley McCain (Community Health Division Manager, Health Department)
- Dr. Shelley Kneuvean (Chief Financial Officer)
- Chelsee Chism (Economic Development Director)
- Troy Shaw (Public Works Director)
- Dwayne Smith (Street Department Manager)
- Dilini Lankachandra (Legal Department)
- Captain Barton Richardson (Fire Department)
- Chief Chad Womble (Fire Department)

1. Call to Order:

Mayor Christal E. Watson called the meeting to order at 7:00 PM. The invocation was led by Commissioner Hill, followed by the Pledge of Allegiance

4. Revisions to Agenda:

No revisions to the agenda were reported.

Commissioner Ramirez made a motion to adjourn and reconvene as the Wyandotte County Board of Health. The motion was seconded by Commissioner Davis. (Discussion Begins 19:53)

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

5. Board of Health Agenda (Discussion Begins 21:23)

Item No. 1 – QUARTERLY UPDATE: BOARD OF HEALTH (Discussion Begins 21:23)

County Administrator David Johnston introduced Terrie Garrison, Interim Director of the Unified Government Public Health Department, for a quarterly report on substance abuse response, infectious diseases in the metro area, substance use, and opioid information.

Infectious Disease Update. Terrie Garrison presented program details:

- Terrie Garrison reported that the TB outbreak was declared over on November 14, 2025, by the Kansas Department of Health and Environment
- Total tuberculosis cases in 2025 in Kansas: 49 active cases, 337 latent cases
- Wyandotte County: 12 active cases, 159 latent cases
- Pertussis (whooping cough) cases increased five times over 2024 levels
- Measles exposure reported at Kansas City International Airport in November

Substance Misuse and Peer Support Program. Wesley McCain, Community Health Division Manager, presented program details:

- Wyandotte County was identified as having the biggest difference between treatment need and treatment capacity in Kansas
- One in five Kansans meet criteria for substance use disorder, including alcohol and drug use (approximately 25,000 adults in Wyandotte County)
- Distributed 2,000 doses of Narcan in 2025
- Distributed 250 harm reduction kits containing Narcan, hygiene supplies, first aid supplies, condoms, and other supplies
- Peer support specialist available to provide peer support services funded through the Department of Justice grant

Opioid Awareness Campaign. Nordia Epps from Mid America Regional Council presented results of the $170,000 "Today's Drugs Are Different" campaign:

- 30.3 million impressions across the multiple media platforms used
- Campaign included outdoor ads, radio spots, streaming audio, online advertising, and social media
- First Call KC website visits doubled during the campaign period
- Calls to First Call KC tripled during the campaign period

This item was for information only, and no action was required.

Commissioner Davis made a motion to adjourn and reconvene as the Land Bank Board of Trustees. The motion was seconded by Commissioner Ramirez. (Discussion Begins 55:25)

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

6. Land Bank Consent Agenda (Discussion Begins 55:30)

Item No. 1 – LAND BANK OPTIONS

Item No. 2 – LAND BANK PROPERTY TRANSFERS

Commissioner Davis made a motion to approve all items on the Land Bank Consent Agenda as submitted. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

Commissioner Kump made a motion to adjourn and reconvene as the Board of Commissioners. The motion was seconded by Commissioner Burns. (Discussion Begins 57:01)

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

7. Regular Consent Agenda: (Discussion Begins 57:35)

Item No. 2 – RESOLUTION: CASH INVESTMENT POLICY ANNUAL UPDATE

Item No. 3 – APPOINTMENT: BOARDS AND COMMISSIONS

Item No. 4 – MINUTES

Item No. 5 – WEEKLY BUSINESS

Commissioner Bynum made a motion to approve all remaining items on the consent agenda except set aside Item No. 7.1. The motion was seconded by Commissioner Stites.

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

A request was made by Commissioner Ramirez to set aside Item No. 7.1.

Item No. 1 – RESOLUTION: UPDATED PURCHASING POLICY (Discussion Begins 58:50)

Dr. Shelley Kneuvean explained the policy required a cleanup.

Commissioner Bynum made a motion to adopt the resolution. The motion was seconded by Commissioner Kump.

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

8. Standing Committee's Agenda (Discussion Begins 1:05:00)

Item No. 1 – ORDINANCE: AMENDING CHAPTER 15, ARTICLE IV, FIREWORKS (Discussion Begins 4:54:40)

Dilini Lankachandra from the Unified Government Legal Department explained the ordinance would:

- Extend fireworks sales period from June 29-July 4 to June 27-July 4
- New language "soft-close" will allow customers who enter by 10 PM to complete purchases after the cutoff time

Captain Barton Richardson and Chief Chad Womble, both from the Fire Department, presented operational challenges:

- Five fire inspectors currently handle 31 stands
- The additional two days would require overtime at $75/hour for 14-hour days
- "Soft close" language creates enforcement difficulties
- Security concerns with multiple robbery incidents at stands

Commissioner Burns made a motion to approve the ordinance. The motion was seconded by Commissioner Stites.

Vote: Motion fails 3/7

- Ayes: Lopez, Stites, Burns
- Nays: Hill, Pacheco, Davis, Bynum, Kump, Howard, Ramirez

Commissioner Kump made a motion to send it back to the Public Works & Safety Standing Committee meeting. The motion was seconded by Commissioner Bynum.

Vote: Motion carries 7/3

- Ayes: Hill, Pacheco, Davis, Bynum, Kump, Howard, Ramirez
- Nays: Lopez, Stites, Burns

9. Administrator's Agenda (Discussion Begins 1:57:45)

Item No. 1 – RESOLUTION: SETTING PUBLIC HEARING (BUC-EE'S PROJECT TIF PLAN) (Discussion Begins 1:57:52)

Key Points:

- The resolution was introduced to set a public hearing date regarding the redevelopment project plan and TIF (Tax Increment Financing) for the Buc-ee's Family Travel Center.
- The proposed hearing date is January 29, 2026.
- This step is part of the standard process for establishing a TIF district, as required by state statute; it is a procedural (not substantive) action within the previously approved development agreement.

Commissioner Ramirez made a motion to adopt the resolution. The motion was seconded by Commissioner Burns.

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

Item No. 2 – PRESENTATION: SNOW OPERATIONS (Discussion Begins 2:00:14)

Troy Shaw, Public Works Director, introduced Dwayne Smith, Street Department Manager to do the presentation.

Key Points:

- Overview & Priorities:
    A. The public works department's main objective is to restore safe traction to roadways after a snow event.
    B. Priority is given to "hot routes" (major arterials), then secondary routes (collectors, schools), then neighborhoods.
    C. Goal: hot/secondary routes cleared within 12 hours after snow ends; neighborhoods within 24–48 hours.
- Materials & Methods:
    A. Use salt, sand, and treated brine, applying each based on storm intensity and environmental needs.
    B. Sand is used only when necessary because it can clog stormwater infrastructure and, if used on ice, can polish it and make roads slipperier.
- Workforce & Coverage:
    A. The street department has 31 staff and 8 supervisors; seasonal help comes from parks (10 employees) and environmental services (3 employees) departments.

B. Many staff are new (67% have one year or less experience in snow plowing); ongoing CDL certification is required for new hires.

C. Compared to Overland Park, which covers 2000 lane miles with 139 employees, Wyandotte County covers 2400 lane miles with 39 core employees.

- Challenges:
    A. Major infrastructure is old and deteriorating, making plowing difficult and sometimes causing more rapid road damage.
    B. Limited workforce and extended shifts lead to risk of burnout.
    C. Growing population increases demand.
- New Initiatives:
    A. Introduction of a new fleet tracking system ("Precise") for better data collection and route monitoring.
- Community Requests:
    A. Residents are encouraged to avoid driving during storms and not to park on roadways.
    B. Secure mailboxes, push snow to the driveway's right side, and avoid playing/sledding in streets.
    C. For emergencies, use 911; non-emergencies, use 311.

This item was for information only, and no commission action was required.

Item No. 3 – PRESENTATION: PUBLIC WORKS ACCREDITATION (Discussion Begins 2:18:20)

David Johnston, County Administrator, introduced Troy Shaw, Director of Public Works, to introduce his team. APWA Regional Director Bill Stogsdale attended and highlighted the rarity and significance of the accreditation, honoring the department for exceptional achievement.

This item was for information only, and no commission action was required.

<u>10. Mayor's Agenda</u> (Discussion Begins 2:34:00)

Item No. 1 – RESOLUTION: ADOPTION OF 2026 STATE LEGISLATIVE PROGRAM (Discussion Begins 13:44) (Discussion Begins 2:34:02)

David Johnston, County Administrator, introduced Paul Davis, lobbyist, to introduce the proposed state legislative agenda.

Key Points:

1. **Protecting Medicaid Funding:**
    - Urges the state to maintain Medicaid funding (especially as federal support changes) and continue working toward Medicaid expansion.
2. **Local Revenue Flexibility:**
    - Opposes new legislative limits on local governments' ability to raise necessary revenue (especially affecting sales tax exemptions and property taxes).
3. **Property Tax Relief & Local Control:**
    - Seeks meaningful reductions in property tax but defends against state-imposed caps or valuation restrictions that would undermine local budget authority.
4. **Infrastructure Funding:**
    - Supports continued adequate funding for the state transportation plan ("IKE program"), critical for local bridge and road repairs.
5. **Access to Childcare:**
    - Advocates for expanded state support and regulatory streamlining to address workforce and family needs.
6. **Prevailing Wage/Local Labor Control:**
    - Supports the ability of local governments to determine prevailing wage requirements for local projects.
7. **Increased Funding for Mental Health and Substance Abuse:**
    - Pushes for additional support to address growing behavioral health crisis and addiction issues.
8. **Housing Availability & Support for the Unhoused:**
    - Opposes further restriction of the LIHTC (Low Income Housing Tax Credit) program; calls for more housing and homelessness solutions.
9. **Reauthorization of STAR Bonds Legislation:**
    - Seeking continuation of this economic development tool, important for major local projects.
10. **Adequate Funding & Fair Formula for Public Education.**
    - Monitors any changes to the statewide school finance formula to protect local schools.
11. **Cannabis Legalization:**
    - Supports safe and legal access, with local regulatory authority and a focus on medical access.
12. **State Support for Sewer & Stormwater Infrastructure:**
    - Seeks additional funding for needed improvements and repairs.

13. **Motor Vehicle Services Funding:**
    - Requests a greater share of fees stay local to support service modernization.
14. **Protecting SNAP (Food Assistance):**
    - Opposes state or federal changes that would reduce support for vulnerable residents.
15. **Illegal Tire Dumping Enforcement:**
    - Urges more robust state enforcement of tire hauler regulations to prevent blight and local cleanup costs.

Commissioner Bynum made a motion to adopt the resolution. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 9/1

- Ayes: Hill, Pacheco, Lopez, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: Stites

Item No. 2 – RESOLUTION: APPROVING TWO-YEAR MEETING SCHEDULE (Discussion Begins 2:57:43)

David Johnston, County Administrator, introduced Monica L. Sparks, Unified Government, to present the calendar.

Key Points:

- The resolution set the official Board of Commissioners and standing committee meeting schedule for the next two years.
- Two options:
    A. Option A: Two meetings per month (first and last Thursday), both for regular business, with the last meeting also covering planning and zoning.
    B. Option B: Three meetings per month (first/third Thursday for regular business, last Thursday for planning and zoning—with mayoral option to add critical business).
- Discussion included rationales for more vs. fewer meetings, balancing efficiency, public accessibility, and keeping long planning & zoning hearings manageable.
- The commission discussed—and approved—a change to move the regular start time earlier, from 7:00 PM to 5:30 PM, making meetings more accessible and aiming for improved efficiency.
- The calendar schedule will begin in February and requires ordinance amendment at the next meeting to formally codify the change.

Commissioner Ramirez made a motion to adopt the resolution, option B, and change time to start at 5:30 PM. The motion was seconded by Commissioner Burns.

Vote: Motion carries 7/3

- Ayes: Hill, Lopez, Stites, Bynum, Kump, Burns, Ramirez
- Nays: Pacheco, Davis, Howard

Item No. 3 – PROCLAMATION: VERDIS JEUNE ROBINSON DAY (Discussion Begins 3:13:30)

This item was read into the record of the meeting, and no commission action was required.

13. Adjournment: (Discussion Begins 3:17:53)

Commissioner Kump made a motion to adjourn. The motion was seconded by Commissioner Stites.

Vote: Motion carries 10/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez
- Nays: None

MAYOR WATSON

ADJOURNED THE MEETING AT 10:03 P.M.

December 18, 2025

Monica L. Sparks, CMC

Unified Government Clerk

ML

CONSENT AGENDA ITEM NO. _____

Unified Government of Wyandotte County and Kansas City, Kansas

BOARD OF COMMISSIONERS

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

Mayor Christal E. Watson
Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Andrew Kump –
Commissioner Dist. 1 Jermaine Howard – Commissioner Dist. 2 Bill Burns –
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Evelyn Hill –
Commissioner Dist. 5 Carlos Pacheco – Commissioner Dist. 6 Phil Lopez –
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis

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MINUTES

Thursday, January 8, 2026
7:01 PM – 7:39 PM

Attendance:

Commissioners Present:

- Mayor CEO Crystal E. Watson
- Commissioner Melissa Bynum
- Commissioner Andrew Kump
- Commissioner Jermaine Howard
- Commissioner Bill Burns
- Commissioner Christian Ramirez
- Commissioner Evelyn Hill
- Commissioner Carlos Pacheco
- Commissioner Phil Lopez
- Commissioner Chuck Stites
- Commissioner Andrew Davis

Commissioners Absent:

- None

Staff Present:

- David Johnston (County Administrator)
- Monica L. Sparks (Unified Government Clerk)
- Angela Lawson (Acting Chief Counsel)
- Alan Howze (Assistant County Administrator)
- Osiris Espinoza (Planning Department)

1. Call to Order

Mayor Watson called the meeting to order at 7:00 PM. Chaplain George Kemper Sr, Ebenezer Ministries, led the invocation, followed by the Pledge of Allegiance.

4. Revisions to Agenda (Discussion Begins 3:40)

Clerk Monica Sparks announced one revision to the agenda: adding item 7.3 to the regular consent agenda for appointments to the Quindaro Ruins Archaeological Park Task Force

5. Clerk's Statement (Statement Read 4:06)

6. Planning and Zoning Consent Agenda (Discussion Begins 8:24)

Clerk Monica Sparks read all items on the Planning and Zoning consent agenda, including:

6.1. CHANGE OF ZONE APPLICATIONS

6.1.A: COZ2025-029 - JEROME NIENABER

6.2. SPECIAL USE PERMIT APPLICATIONS

6.2.A: SP2025-076 - ESTUARDO VASQUEZ WITH LA MACHAEA SPORTS BAR

6.2.B: SP2025-077 - KARLA PEREZ WITH BOSS JUANITO TIRE

6.2.C: SP2025-078 - KATRINA BADOWSKI

6.2.D: SP2025-081 - TATUM PHILIP

6.3. PLAN REVIEW APPLICATION

6.3.A: PR2025-034 - DOUG CLEMENTS

Commissioner Bynum made a motion to approve all items on the Planning and Zoning Consent Agenda as submitted, excluding the items set aside 6.2.E and 6.4.A. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: None

Set Aside Items:

6.2.E: SP2025-082 - JAIME GARCIA (Discussion Begins 14:11)

Gail Townsend requested to set aside 7.1.5 (COZ 2025-027).

Staff and the Applicant presented opening comments.

The Mayor opened the public hearing. Comments were received.

Comments in Opposition:

- **Gail Townsend (Comment Begins: 15:40)**

The public hearing was closed.

Commissioner Howard made a motion to send back to Planning and Zoning to check on the zoning. The motion was seconded by Commissioner Davis.

Vote: Motion carries 9/1

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Ramirez, Hill
- Nays: Burns
- Absent: None

6.4. MISCELLANEOUS

6.4.A: REDEVELOPMENT PROJECT PLAN FOR BUC-EE'S FAMILY TRAVEL CENTER REDEVELOPMENT DISTRICT (Discussion Begins 29:20)

Scott Harding, requested to set aside Item 6.4.A.

Staff presented opening comments. The Applicant was not present.

The Mayor opened the public hearing. Comments were received.

Comments in Opposition:

- **Scott Harding (Comment Begins: 30:59)**

The public hearing was closed.

Commissioner Burns made a motion to approve the item. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: None

7. Regular Consent Agenda (Discussion Begins 35:12)

Item No. 1 – MINUTES

Item No. 2 – WEEKLY BUSINESS

Item No. 3 – APPOINTMENT: BOARDS AND COMMISSIONS (ADDED PER AGENDA UPDATE)

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

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: None

8. Mayor's Agenda (Discussion Begins 36:10)

Item No. 1 - ORDINANCE: AMENDING RULES OF PROCEDURE (Discussion Begins 1:45:30)

Mayor Watson introduced the item, explaining that it would amend the Unified Government Code of Ordinances, specifically the Rules of Procedure

Key Points:

- Commission meetings will begin at 5:30 PM starting in February 2026.
- The agenda for Board of Commissioners meetings will close (be finalized and published) on Friday immediately preceding the date of the meeting.

- The ordinance update aims to ensure meetings start and end at reasonable times for both commissioners and the public.
- Committees will retain a separate deadline for their own agendas (this only affects full commission meetings).

Commissioner Burns made a motion to approve the ordinance. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: None

15. Adjournment: (Discussion Begins 38:26)

Commissioner Stites made a motion to adjourn. The motion was seconded by Commissioner Davis.

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None

MAYOR WATSON

ADJOURNED THE MEETING AT 7:39 P.M.

January 8, 2026

_____

Monica L. Sparks, CMC

Unified Government Clerk

ML

CONSENT AGENDA ITEM NO. _____

Unified Government of Wyandotte County and Kansas City, Kansas

BOARD OF COMMISSIONERS

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

Mayor Christal E. Watson
Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Andrew Kump –
Commissioner Dist. 1 Jermaine Howard – Commissioner Dist. 2 Bill Burns –
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Dr. Evelyn Hill –
Commissioner Dist. 5 Carlos Pacheco – Commissioner Dist. 6 Phil Lopez –
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis

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MINUTES

SPECIAL MEETING

Thursday, January 8, 2026
5:30 PM – 6:50 PM

Attendance:

Commissioners Present:

- Mayor Christal E. Watson
- Commissioner Bynum
- Commissioner Kump
- Commissioner Howard
- Commissioner Burns
- Commissioner Ramirez
- Commissioner Hill
- Commissioner Pacheco
- Commissioner Lopez
- Commissioner Stites
- Commissioner Davis

Commissioners Absent:

- None

Staff Present:

- Monica L. Sparks (Unified Government Clerk)
- David Johnston (County Administrator)
- Angela Lawson (Interim Chief Counsel)

Call to Order:

Mayor Christal E. Watson called the meeting to order at 5:30 PM.

Notice and Consent to Meeting:

NOTICE OF SPECIAL MEETING: You are hereby notified that a special meeting of the Unified Government of Wyandotte County/Kansas City, Kansas is scheduled to be conducted on Thursday, January 8, 2026, beginning at **5:30 p.m.** in the Fifth-Floor Conference Room of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas for the following:

1. Executive session for consultation with attorneys on matters that would be deemed privileged in an attorney-client relationship such as litigation or claims against the city. **The executive session portion of the meeting is closed to the public under the Kansas Open Meetings Act.**

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Motion made by Commissioner Bynum that the Commission convene into Executive Session until 6:30 pm in the 5th floor conference room to discuss potential litigation regarding fire department equipment, litigation on behalf of the BPU, and the advisability of entering into an economic agreement pursuant to the consultation with our attorneys which would be deemed privileged justification, as permitted under the Kansas Open Meetings Act under K.S.A. 75-4319(b)(2); and that David Johnston, Wendy Green, Angela Lawson, Alan Howze, Chief Rubin, Assistant Chief McCoy, Captain Allen and Casey Meyer remain to participate in the first discussion; David Johnston, Angela Lawson and Casey Meyer remain for the second discussion;

and David Johnston, Angela Lawson, Todd LaSala and Chelsee Chism remain for the final discussion; and that we reconvene in open session at 6:30 pm here in the Fifth Floor Conference room.

The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: None

Present for the Executive Session: Bynum, Kump, Howard, Burns, Ramirez, Hill, Pacheco, Lopez, Stites, Davis, and Watson, Mayor/CEO; presiding. Staff Present: David Johnston, County Administrator, Angela Lawson, Interim Chief Counsel, Wendy Green, Deputy Chief Counsel, Casey Meyer, Senior Counsel, Chief Dennis Rubin, Assistant Chief McCoy and Captain Allen, Kansas City Kansas Fire Department, Chelsee Chism, Economic Development Director, Todd LaSala, Outside Counsel, and Alan Howze, Assistant County Administrator.

Mayor Watson reconvened back into Special Meeting at 6:30 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 6:50 p.m.
The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: None

Adjournment:

Commissioner Bynum made a motion to adjourn. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

- Ayes: Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: None

MAYOR WATSON ADJOURNED

THE MEETING AT 6:50 p.m.

_____

Monica L. Sparks
Unified Government Clerk

MLS

CONSENT AGENDA NO. _____

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: January 1, 2026

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

1. **CLAIMS FOR DAMAGES:**
   - Edward L. Brown, Kansas City, MO, alleging unlawful detention on 09/24/2025.
   - Sher Kevin Her, Kansas City, KS, alleging damage to personal vehicle on 12/02/2025.
   - Renee Thomas-Gullion, Kansas City, MO, alleging personal injury on 12/21/2025.

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

2. **SUMMONS:**
   - Neal H. Palmer and Haskell Farms LLC v. Unified Government of Wyandotte County/Kansas City, Kansas, Case No. WY-2025-CV-000623.

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

CONSENT AGENDA NO. _____

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: January 8, 2026

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

1. **CLAIMS FOR DAMAGES:**
   - Deontay Holley, Kansas City, MO, alleging damage to personal vehicle on 01/02/2026.
   - Roberto Pino, Kansas City, MO, alleging damage to personal vehicle on 12/08/2025.

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

2. **SUMMONS:**
   - Towd Point Mortgage Trust 2019-4, U.S. Bank National Association vs. the Heirs at Law of Helen Marie Fotovich, Case No. WY-2025-CV-001028.

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

5. **APPLICATIONS FOR PRIVATE SECURITY:**
   - GY6 Services LLC, d/b/a GY6 Services LLC, 1414 E Thompson Dr, Sapulpa, OK 74066.
   - PBM Security, d/b/a PBM Security, 10707 Augusta Dr, Kansas City, KS 66109.

   Action: Referred to License.

Tracking ID: 2137

Report to
Board of Commissioners

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

AGENDA ITEM #10.1.

PUBLIC HEARING AND ORDINANCE: ESTABLISHMENT OF A REDEVELOPMENT DISTRICT FOR THE BUC-EE'S PROJECT

BACKGROUND

Commission action related to the BUC-EE's project:
1. Conduct a public hearing to receive comments regarding the establishment of a redevelopment district;
2. Adopting an ordinance establishing a TIF District;

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Ordinance - TIF Project Plan - Buc-ee's (UG), Buc-ee's - Redevelopment Project Plan (UG)

Approved by Mayor/Administrator to add to agenda.

(Published in ***The Wyandotte Echo*** on February __, 2026)

ORDINANCE NO. O- _____-26

AN ORDINANCE OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ADOPTING A REDEVELOPMENT PROJECT PLAN PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO (BUC-EE'S FAMILY TRAVEL CENTER)

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") is authorized to adopt redevelopment project plans within established redevelopment districts, as said terms are defined in the Act, and to finance all or a portion of redevelopment project costs from tax increment revenues and various fees collected within such redevelopment district, revenues derived from redevelopment projects, revenues derived from local sales taxes, other revenues described in the Act, or a combination thereof; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), by the passage of Ordinance No. O-152-25 on October 30, 2025, created a redevelopment district (the "Redevelopment District") consisting of one redevelopment project area (the "Project Area"), all pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act"); and

WHEREAS, the Redevelopment Project Plan for Buc-ee's Family Travel Center Redevelopment District (the "Project Plan") was filed with the Unified Government Clerk which provides for the redevelopment of the Project Area within the Redevelopment District; and

WHEREAS, on December 8, 2025 the Planning Commission of the Unified Government made a finding that the Project Plan was consistent with the intent of the Unified Government's comprehensive plan for the development; and

WHEREAS, a copy of the Project Plan was delivered by the Unified Government to the Board of Commissioners of the Unified Government and to the Board of Education of Unified School District No. 204; and

WHEREAS, the Governing Body adopted Resolution No. R-103-25 on December 18, 2025 calling for a public hearing considering the adoption of the Project Plan to be held by the Governing Body on January 29, 2026; and

WHEREAS, notice of the public hearing was given as required by the Act, and the public hearing was held and closed on January 29, 2026.

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

Section 1. **Approval of Project Plan**. The Governing Body finds and determines that all required notice of the public hearing and the Project Plan were properly given in accordance with the Act. The Governing Body hereby adopts the Project Plan pursuant to the Act for the Project Area within the Redevelopment District, which is depicted on **Exhibit A** and legally described on **Exhibit B** attached hereto.

Section 2. Relocation Assistance Plan. The Governing Body finds and determines that the Project Plan does not require a relocation assistance plan under the Act.

Section 3. Transmittal of Project Plan. Copies of the Project Plan and this Ordinance shall be filed with the Clerk and also transmitted by the Clerk to the County Appraiser, County Treasurer, and the governing boards of the County and the school district in which the Redevelopment District is located.

Section 4. Further Action. The Mayor/CEO, County Administrator, Unified Government Clerk and other officials and employees of the Unified Government, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 5. Effective Date. This ordinance shall be in full force and take effect from and after its passage by 2/3 vote of the Governing Body and publication once in ***The Wyandotte Echo***.

[Balance of page intentionally left blank]

PASSED BY NO LESS THAN TWO-THIRDS OF THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 29TH DAY OF JANUARY, 2026.

[SEAL]

_____
Mayor/CEO

Attest:

_____
Unified Government Clerk

Approved as to form:

_____
Office of Chief Counsel

EXHIBIT A

MAP OF REDEVELOPMENT DISTRICT AND PROJECT AREA



EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT AND PROJECT AREA

The following property located in Wyandotte County, Kansas City, Kansas:

TRACT 1:

A Tract of land being part of Lot 1, KANSAS SPEEDWAY CORPORATION, a subdivision of land recorded October 29, 1999, file as Document Number 1312407, in Plat Book 39 at Page 6, a subdivision in Kansas City, Wyandotte County, Kansas, said Tract as surveyed by William C. Anderson, LS-1527 of BHC, CLS 175, prepared on June 18, 2024, and being more particular described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the West line of the Southwest Quarter of Section 11, Township 11 South, Range 23 East, having a bearing of South 02° 06' 17" East, referenced to the Kansas State Plane Coordinate System, North Zone, NAD83.)

COMMENCING at the Northwest corner, of the Southwest Quarter, Section 11, Township 11 South, Range 23 East, monumented by a found 1/2-inch reinforcing rod with no cap;

Thence South 02° 06' 17" East, 272.23 feet, on the West line of said Southwest Quarter;

Thence North 87° 53' 43" East, 63.31 feet, to its intersection with the South Right-of-Way line of Village West Parkway, as established by a Deed in Book 4469, Page 329, and the POINT OF BEGINNING of the Tract of land herein described;

Thence North 79° 46' 40" East, 123.41 feet, on said South Right-of-Way line;

Thence Northeasterly on a tangent curve, having a radius of 1557.02 feet, to the right, an arc length of 536.69 feet, on said South Right-of-Way line, said curve having a chord bearing of North 89° 39' 09" East, and a chord length of 534.04 feet;

Thence South 80° 28' 22" East, 751.04 feet, on said South Right-of-Way line;

Thence Southeasterly on a tangent curve, having a radius of 2371.83 feet, to the left, an arc length of 342.73 feet, on said South Right-of-Way line, said curve having a chord bearing of South 84° 36' 45" East, and a chord length of 342.43 feet;

Thence departing said South Right-of-Way line, South 02° 28' 12" East, 325.57 feet, to a point on the North Right-of-Way line of Interstate 70;

Thence South 85° 25' 40" West, 1027.78 feet, on said North Right-of-Way line;

Thence South 89° 22' 59" West, 352.53 feet, on said North Right-of-Way line;

Thence North 01° 59' 49" West, 69.95 feet, on said North Right-of-Way line;

Thence South 87° 37' 36" West, 310.78 feet, on said North Right-of-Way line, to its intersection with the East Right-of-Way line of Speedway Boulevard;

Thence North 10° 57' 02" West, 213.42 feet, on said East Right-of-Way line;

Thence South 87° 53' 47" West, 7.54 feet, on said East Right-of-Way line;

Thence North 02° 42' 33" West, 276.32 feet, to the POINT OF BEGINNING.

AND

TRACT 2:

A Tract of land being part of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011 in Plat Book 43, Page 59 and filed as Document Number 2011R-09133, in the City of Kansas City, Wyandotte County, Kansas said Tract being more particularly described by William C. Anderson, LS-1527, with BHC, KS CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on recorded plat of KANSAS ENTERTAINMENT, LLC -LOT 1.)

BEGINNING at the Southwest corner of said Lot 1, KANSAS ENTERTAINMENT, LLC- LOT 1, monumented by a found 5/8-inch reinforcing rod; Thence North 02° 10' 50" West, 155.13 feet, on the West line of said Lot 1, to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 680.00 feet; Thence Southeasterly, on said curve, to the right, an arc length of 64.43 feet, said curve having a chord bearing of South 53° 23' 36" East, and a chord distance of 64.41 feet; Thence South 50° 40' 44" East, 85.62 feet, to the beginning of a tangent curve, concave to the Northeast, having a radius of 520.00 feet; Thence Southeasterly, on said curve, to the left, an arc length of 330.54 feet, said curve having a chord bearing of South 68° 53' 20" East, and a chord length of 325.00 feet, to a point on the North Right-of-Way line of Village West Parkway, and the beginning of a non-tangent curve, concave to the North, having a radius of 2211.83 feet; Thence Westerly on said North Right-of-Way line, and said curve, to the right, an arc length of 255.79 feet, to a found 5/8-inch bar with cap marked CLS-175, said curve having a chord bearing North 83° 47' 09" West, and a chord distance of 255.64 feet; Thence North 80° 28' 22" West, continuing on said North Right-of-Way line, 163.34 feet to the POINT OF BEGINNING.

AND

TRACT 3:

A Tract of land being a part of Lot 1, KANSAS SPEEDWAY CORPORATION, a subdivision of land recorded October 29, 1999, in Plat Book 39, Page 10, and filed as Document Number 1312407, said Tract of land as surveyed by William C. Anderson, PS 1527, with BHC, CLS 175, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on recorded plat of KANSAS ENTERTAINMENT, LLC -LOT 1.)

BEGINNING at the Southwest corner of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011, in Plat Book 43, Page 59, and filed as Document Number 2011R-09133, monumented by a found 5/8-inch reinforcing rod; Thence North 80° 28' 22" West, 587.70 feet, on the North Right-of-Way line of Village West Parkway, to the beginning of a tangent curve, concave to the South, having a radius of 1717.02 feet; Thence Northwesterly, on said curve, to the left, and arc length of 591.84 feet, continuing on said North Right-of-Way line, said curve having a chord bearing North 89° 39' 09" West, and a chord distance of 588.91 feet; Thence South 79° 46' 40" West, 102.31 feet, on said North Right-of-Way Line, to its intersection with the East Right-of-Way line of 110th Street; Thence North

02° 42' 35" West, 86.13 feet, on said East Right-of-Way line; Thence North 65° 49' 33" East, 74.20 feet, to the beginning of a tangent curve, concave to the Southeast, having a radius of 680.00 feet; Thence, Northeasterly on said curve, to the right, an arc length of 263.13 feet, said curve having a chord bearing North 76° 54' 40" East, and a chord distance of 261.49 feet; Thence North 87° 59' 48" East, 279.72 feet; Thence North 60° 58' 54" East, 97.97 feet; Thence North 87° 59' 48" East, 40.00 feet; Thence South 64° 59' 18" East, 97.97 feet; Thence North 87° 59' 48" East, 48.05 feet, to the beginning of a tangent curve, concave to the Southwest, having a radius of 680.00 feet; Thence Southeasterly, on said curve, to the right, an arc length of 426.02 feet, said curve having a chord bearing South 74° 03' 20" East, and a chord distance of 419.08 feet, to the West of line of said Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1; Thence South 02° 10' 50" East, 155.13 feet, on said West line, to the POINT OF BEGINNING.

AND

ADDITIONAL ROW:

A TRACT OF LAND LOCATED IN THE NW QUARTER OF SECTION 11, TOWNSHIP 11 S, RANGE 23 E OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF KANSAS CITY, KANSAS, WYANDOTTE COUNTY, KANSAS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NW QUARTER OF SAID SECTION 11; THENCE N87° 25’ 44”E ALONG THE SOUTH LINE OF SAID NW QUARTER, 582.73 FEET; THENCE N02° 34’ 16”W, 47.89 FEET TO THE POINT OF BEGINNING; THENCE N69° 47’ 18”E, 106.91 FEET; THENCE N39° 22’ 48”E, 62.10 FEET; THENCE N87° 59’ 48”E, 117.50 FEET; THENCE S28° 16’ 50”E, 89.22 FEET; THENCE N64° 59’ 18”W, 97.97 FEET; THENCE S87° 59’ 48”W, 40.00; THENCE S60° 58’ 54”W, 97.97 FEET; THENCE S87° 59’ 48”W, 83.55 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 7975.62 SQUARE FEET (0. 18 AC) MORE OR LESS.

Subject to all easements and restrictions of record.

AND

TRACT 4:

A Tract of land, being part of Village West Parkway, lying and situated in Southwest Quarter of Section 11, Township 11 South, Range 23 East, said Tract as surveyed by William C. Anderson, LS-1527 with BHC CLS 175, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on the recorded plat of KANSAS ENTERTAINMENT, LLC -LOT 1.)

BEGINNING at the Southwest corner of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011, in Plat Book 43, Page 59, and filed as Document Number 2011R-09133, monumented by a found 5/8-inch reinforcing rod.; Thence South 80° 28' 22" East, 163.34 feet, on the North Right-of-Way line of Village West Parkway, to a found 5/8-inch reinforcing rod, with a cap stamped CLS 175, and the beginning of a tangent curve, concave to the Northeast, having a radius of 2211.83 feet; Thence Southeasterly on said curve, to the left, and said North Right-of-Way line, an arc length of 255.79 feet, said curve having a chord bearing of South 83° 47' 09" East, and a chord distance of 255.64 feet; Thence South 02° 54' 05" West 160.00 feet, to a point on the South Right-of-Way line of said Village West Parkway, and the beginning of a non-tangent curve, concave to the Northeast, having a radius of 2371.83 feet; Thence Northwesterly on said South Right-of-Way line, on a curve to the right, an arc length of 274.29 feet, said curve having a chord bearing of North 83° 47' 09" West, and a chord distance of 274.14 feet; Thence North 80° 28' 22" West, 751.04 feet, continuing on said South Right-of-Way line, to

the beginning of a tangent curve, concave to the Southeast, having a radius of 1557.02 feet; Thence Southwesterly on said curve, to the left, and said South line, an arc distance of 536.69 feet, said curve having a chord bearing of South 89° 39' 09" West, and a chord distance of 534.04 feet; Thence South 79° 46' 40" West, 123.41 feet, continuing on said South Right-of-Way line, to its intersection with the East Right-of-Way line of 110th Street; Thence North 02° 42' 33" West, 161.39 feet, on said East line, to its intersection with the North Right-of-Way line of Village West Parkway; Thence North 79° 46' 40" East, 102.31 feet, on said North Right-of-Way line, to the beginning of a tangent curve, concave to the Southeast, having a radius of 1717.02 feet; Thence Northeasterly on said curve, to the right, and said North Right-of-Way line, an arc length of 591.84 feet, said curve having a chord bearing of North 89° 39' 09" East, and a chord distance of 588.91 feet; Thence South 80° 28' 22" East, 587.70 feet, on said North Right-of-Way line, to the POINT OF BEGINNING.

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REDEVELOPMENT PROJECT PLAN

FOR BUC-EE'S FAMILY TRAVEL CENTER REDEVELOPMENT DISTRICT

SUBMITTED PURSUANT TO

K.S.A. 12-1770 *et seq.*, as amended

Submitted: November 2025

This Redevelopment Project Plan was prepared in consultation with the Unified Government of Wyandotte County/Kansas City, Kansas and the Planning Commission thereof.

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B-1. Map of District/Project Area
B-2. Legal Description of District/Project Area
C. Proposed Site Plan
D. TIF Revenue Projections
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I. INTRODUCTION

A) Redevelopment District

Pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et seq.*, as amended ("**TIF Act**"), Kansas municipalities are authorized to establish a redevelopment district and Tax Increment Financing ("**TIF**") redevelopment project plans for property within their jurisdiction. Redevelopment districts may be created based upon certain findings by the municipality, including that property is located within a designated enterprise zone (as defined by the TIF Act).

On October 30, 2025, the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**"), passed Ordinance No. O-___-25 (the "**Ordinance**", a copy of which is attached hereto as **Exhibit A**), which created the Buc-ee's Family Travel Center Redevelopment District within Kansas City, Kansas, the boundaries of which were defined in said Ordinance and are generally shown on the map attached hereto as **Exhibit B-1** and legally described on **Exhibit B-2** (the "**District**"). The District consists of one (1) redevelopment project area, which is identical with the boundaries of the District (the "**Project Area**") as generally depicted on **Exhibit B-1** and legally described on **Exhibit B-2**.

B) Redevelopment Project

If approved, this Redevelopment Project Plan for the Buc-ee's Family Travel Center Redevelopment District (the "**Redevelopment Plan**") shall not exceed fifteen (15) years and shall commence upon the effective date of the ordinance passed by the UG's governing body approving the same (the "**TIF Collection Period**").

This Redevelopment Plan contemplates the redevelopment of the District, which is comprised of approximately 25 acres of real property generally located at 601 Village West Parkway in Kansas City, Kansas. The redevelopment project contemplates the redevelopment of the District to become a prototypical Buc-ee's Family Travel Center comprised of an approximately 74,000 square-foot building, approximately one hundred twenty (120) gas pumps, approximately twelve (12) electric charging stations, site amenities and other related infrastructure (collectively, the "**Project**"). A site plan depicting the general development concept of the Project is attached hereto as **Exhibit C**.

It is important to note, however, that this description of uses contained in the Redevelopment Plan is not intended to be inflexible. This Redevelopment Plan contemplates reasonable variations from the descriptions above. The intent is to develop the District to promote the general and economic welfare of the UG. This Redevelopment Plan is premised on the need for a combination of public and private financing to reach the mutual goals of the UG and the Developer (as defined in Section II below) in developing the Project.

This Redevelopment Plan proposes to reimburse the Developer for TIF Eligible Expenses (as defined in Section III.D.2 below) by capturing a portion of the allowable sales taxes generated within the District in the amount of (i) 50% of the "**Incremental City Sales Tax**" (as defined in the Agreement, defined below), which includes sales and use taxes generated within the District which are imposed pursuant to K.S.A. 12-187 *et seq*., limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public

safety and neighborhood infrastructure tax) collected in excess of the amount of such sales taxes collected for the preceding 12 months before the publication of the Ordinance; and (ii) 25% of the "**Incremental County Sales Tax**" (as defined in the Agreement), which includes UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, collected in excess of the amount of such sales taxes collected for the preceding 12 months before the publication of the Ordinance (collectively, the "**TIF Revenues**").

For the avoidance of doubt, no ad valorem taxes will be captured by the District.

As shown on **Exhibit D**, based on projections of real property values within the Project Area over the TIF Collection Period, it is estimated that the Project Area will generate gross TIF Revenues of approximately $3,347,127. As permitted by the TIF Act, such TIF Revenues may be utilized to pay for TIF Eligible Expenses (including interest on TIF Eligible Expenses). Any ad valorem property taxes not captured by the District will be distributed to all taxing jurisdictions in accordance with their respective mill levies pursuant to State law.

II. PROJECT DEVELOPMENT TEAM

- The UG
- Buc-ee's Kansas City, LLC (the "**Developer**")

III. REDEVELOPMENT PROJECT PLAN

A) The Property

The Project Area and the District are comprised of approximately 25 acres of real property generally located at 601 Village West Parkway in Kansas City, Kansas, the boundaries of which are generally shown on the map attached hereto as **Exhibit B-1** and legally described on **Exhibit B-2**.

B) Established Redevelopment District

The Project Area is entirely within an established District approved by the UG on October 30, 2025, pursuant to the Ordinance. The proposed Redevelopment Plan is consistent with the stated purpose and intent of the approved District.

C) Description of the Proposed Project

The Redevelopment Plan provides for the redevelopment of the District/Project Area to include a prototypical Buc-ee's Family Travel Center comprising of an approximately 74,000 square-foot building, approximately one hundred twenty (120) gas pumps, approximately twelve (12) electric charging stations, site amenities and other related infrastructure, all as set forth in Section I.B and generally depicted on **Exhibit C**.

D) Feasibility Study

As required by the TIF Act, a study has been prepared to determine whether the Project's

estimated benefits and tax increment revenues are expected to exceed or be sufficient to pay for the Project's estimated costs. This effort involved utilization of consultants with experience and expertise in the actual design, development, financing, management, and leasing of projects of similar scope and nature. Further, outside resources were consulted to compare and verify cost and revenue projections including outside industry sources and actual taxing jurisdiction data where available. The results of this study are as follows:

1. **Project Costs**

As set out on **Exhibit E**, total estimated cost to complete the Project, including land acquisition, site development, building construction and soft costs (not including financing costs), is approximately $94,753,438.

2. **Eligible Costs**

"**TIF Eligible Expenses**" shall consist of all costs eligible for TIF financing and reimbursement under the TIF Act, including the costs of public infrastructure within the District. The Redevelopment Plan contemplates that, to the full extent permissible under the TIF Act and as further set forth in the Development Agreement dated as of March 27, 2025 between the UG and the Developer (collectively, as may be supplemented and amended, the "**Agreement**"), 50% of the Incremental City Sales Tax and 25% of the Incremental County Sales Tax will be made available to reimburse TIF Eligible Expenses previously paid by the Developer.

3. **Financing Method**

It is anticipated that TIF Eligible Expenses will be reimbursed to the Developer under this Redevelopment Plan on a "pay-as-you-go" method. There will be no bonds or other obligations issued by the UG in order to reimburse any TIF Eligible Expenses or other costs of the Project.

4. **Project Revenues**

a) No Ad Valorem Property Tax Increment Captured

No ad valorem property taxes will be captured by the District.

b) Sales Tax Revenues Captured

50% of the Incremental City Sales Tax and 25% of the Incremental County Sales Tax will be made available to reimburse TIF Eligible Expenses previously paid by the Developer.

c) Estimated Total TIF Revenues

TIF Eligible Expenses will be funded with certain sales tax revenue generated within the Project Area as detailed above, *i.e.,* the TIF Revenues. The TIF Revenues generated over the TIF Collection Period are estimated to be $3,347,127, based on the assumptions described in **Exhibit D**.

5. **Significant Contribution to Economic Development of the City**

The development contemplated in this Redevelopment Plan will provide significant economic development for the UG by, among other things, providing increased tax revenues to the UG, creating a development that will draw additional consumers from both inside and outside the UG, and increasing employment opportunities and general commerce for area residents. The feasibility study demonstrates that the benefits and tax increment revenue and other available revenues derived from the development contemplated in this Redevelopment Plan will exceed the costs and be sufficient to pay the costs of the Project.

6. **Sufficiency of TIF Revenues Compared to Projects Costs**

The total of the TIF Eligible Expenses that can be financed under the TIF Act are limited by the amount of TIF Revenues actually generated and subject to the TIF Cap (as defined in the Agreement). Based on the Redevelopment Plan's estimates of (1) TIF Eligible Expenses and (2) TIF Revenues, the TIF Revenues are expected to be sufficient to pay for the TIF Eligible Expenses as contemplated under the TIF Act when combined with private debt and equity and other incentive revenues (e.g., community improvement district financing).

Sources of Funds	**Amount**
TIF Revenues	$3,347,127
Community Improvement District Revenues	$10,041,382
Developer Debt/Equity	$81,364,928
ESTIMATED PROJECT COSTS	**$94,753,438***

*Does not include interest or finance costs.

There is no anticipated effect on special obligation bonds payable from revenues described in K.S.A. 12-1774(a)(1)(D) because no such special obligation bonds are outstanding or planned to be issued to finance the Project.

E) Relocation Assistance Plan

The UG and Developer have determined pursuant to K.S.A. 12-1777 that no relocation assistance plan is required for the Project.

IV. CONCLUSION

Based on the foregoing, this Redevelopment Plan proposes to utilize portions of the ad valorem tax increment, certain sales tax revenue, and certain other funds described herein to finance the costs of the Project. The UG hereby submits this Redevelopment Plan for public hearing and due consideration.

V. EXHIBITS

[Exhibits Follow]

Exhibit A

Redevelopment District Ordinance No. O-__-25

[To be attached.]

Exhibit B-1

Map of Redevelopment District/Project Area



Exhibit B-2

Legal Description of Redevelopment District/Project Area

The following property located in Wyandotte County, Kansas City, Kansas:

TRACT 1:

A Tract of land being part of Lot 1, KANSAS SPEEDWAY CORPORATION, a subdivision of land recorded October 29, 1999, file as Document Number 1312407, in Plat Book 39 at Page 6, a subdivision in Kansas City, Wyandotte County, Kansas, said Tract as surveyed by William C. Anderson, LS-1527 of BHC, CLS 175, prepared on June 18, 2024, and being more particular described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the West line of the Southwest Quarter of Section 11, Township 11 South, Range 23 East, having a bearing of South 02° 06' 17" East, referenced to the Kansas State Plane Coordinate System, North Zone, NAD83.)

COMMENCING at the Northwest corner, of the Southwest Quarter, Section 11, Township 11 South, Range 23 East, monumented by a found 1/2-inch reinforcing rod with no cap;

Thence South 02° 06' 17" East, 272.23 feet, on the West line of said Southwest Quarter;

Thence North 87° 53' 43" East, 63.31 feet, to its intersection with the South Right-of-Way line of Village West Parkway, as established by a Deed in Book 4469, Page 329, and the POINT OF BEGINNING of the Tract of land herein described;

Thence North 79° 46' 40" East, 123.41 feet, on said South Right-of-Way line;

Thence Northeasterly on a tangent curve, having a radius of 1557.02 feet, to the right, an arc length of 536.69 feet, on said South Right-of-Way line, said curve having a chord bearing of North 89° 39' 09" East, and a chord length of 534.04 feet;

Thence South 80° 28' 22" East, 751.04 feet, on said South Right-of-Way line;

Thence Southeasterly on a tangent curve, having a radius of 2371.83 feet, to the left, an arc length of 342.73 feet, on said South Right-of-Way line, said curve having a chord bearing of South 84° 36' 45" East, and a chord length of 342.43 feet;

Thence departing said South Right-of-Way line, South 02° 28' 12" East, 325.57 feet, to a point on the North Right-of-Way line of Interstate 70;

Thence South 85° 25' 40" West, 1027.78 feet, on said North Right-of-Way line;

Thence South 89° 22' 59" West, 352.53 feet, on said North Right-of-Way line;

Thence North 01° 59' 49" West, 69.95 feet, on said North Right-of-Way line;

Thence South 87° 37' 36" West, 310.78 feet, on said North Right-of-Way line, to its intersection with the East Right-of-Way line of Speedway Boulevard.

Thence North 10° 57' 02" West, 213.42 feet, on said East Right-of-Way line;

Thence South 87° 53' 47" West, 7.54 feet, on said East Right-of-Way line;

Thence North 02° 42' 33" West, 276.32 feet, to the POINT OF BEGINNING.

AND

TRACT 2:

A Tract of land being part of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011 in Plat Book 43, Page 59 and filed as Document Number 2011R-09133, in the City of Kansas City, Wyandotte County, Kansas said Tract being more particularly described by William C. Anderson, LS-1527, with BHC, KS CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on recorded plat of KANSAS ENTERTAINMENT, LLC -LOT 1.)

BEGINNING at the Southwest corner of said Lot 1, KANSAS ENTERTAINMENT, LLC- LOT 1, monumented by a found 5/8-inch reinforcing rod; Thence North 02° 10' 50" West, 155.13 feet, on the West line of said Lot 1, to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 680.00 feet; Thence Southeasterly, on said curve, to the right, an arc length of 64.43 feet, said curve having a chord bearing of South 53° 23' 36" East, and a chord distance of 64.41 feet; Thence South 50° 40' 44" East, 85.62 feet, to the beginning of a tangent curve, concave to the Northeast, having a radius of 520.00 feet; Thence Southeasterly, on said curve, to the left, an arc length of 330.54 feet, said curve having a chord bearing of South 68° 53' 20" East, and a chord length of 325.00 feet, to a point on the North Right-of-Way line of Village West Parkway, and the beginning of a non-tangent curve, concave to the North, having a radius of 2211.83 feet; Thence Westerly on said North Right-of-Way line, and said curve, to the right, an arc length of 255.79 feet, to a found 5/8-inch bar with cap marked CLS-175, said curve having a chord bearing North 83° 47' 09" West, and a chord distance of 255.64 feet; Thence North 80° 28' 22" West, continuing on said North Right-of-Way line, 163.34 feet to the POINT OF BEGINNING.

AND

TRACT 3:

A Tract of land being a part of Lot 1, KANSAS SPEEDWAY CORPORATION, a subdivision of land recorded October 29, 1999, in Plat Book 39, Page 10, and filed as Document Number 1312407, said Tract of land as surveyed by William C. Anderson, PS 1527, with BHC, CLS 175, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on recorded plat of KANSAS ENTERTAINMENT, LLC -LOT 1.)

BEGINNING at the Southwest corner of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a

subdivision of land recorded August 1, 2011, in Plat Book 43, Page 59, and filed as Document Number 2011R-09133, monumented by a found 5/8-inch reinforcing rod; Thence North 80° 28' 22" West, 587.70 feet, on the North Right-of-Way line of Village West Parkway, to the beginning of a tangent curve, concave to the South, having a radius of 1717.02 feet; Thence Northwesterly, on said curve, to the left, and arc length of 591.84 feet, continuing on said North Right-of-Way line, said curve having a chord bearing North 89° 39' 09" West, and a chord distance of 588.91 feet; Thence South 79° 46' 40" West, 102.31 feet, on said North Right-of-Way Line, to its intersection with the East Right-of-Way line of 110th Street; Thence North 02° 42' 35" West, 86.13 feet, on said East Right-of-Way line; Thence North 65° 49' 33" East, 74.20 feet, to the beginning of a tangent curve, concave to the Southeast, having a radius of 680.00 feet; Thence, Northeasterly on said curve, to the right, an arc length of 263.13 feet, said curve having a chord bearing North 76° 54' 40" East, and a chord distance of 261.49 feet; Thence North 87° 59' 48" East, 279.72 feet; Thence North 60° 58' 54" East, 97.97 feet; Thence North 87° 59' 48" East, 40.00 feet; Thence South 64° 59' 18" East, 97.97 feet; Thence North 87° 59' 48" East, 48.05 feet, to the beginning of a tangent curve, concave to the Southwest, having a radius of 680.00 feet; Thence Southeasterly, on said curve, to the right, an arc length of 426.02 feet, said curve having a chord bearing South 74° 03' 20" East, and a chord distance of 419.08 feet, to the West of line of said Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1; Thence South 02° 10' 50" East, 155.13 feet, on said West line, to the POINT OF BEGINNING.

AND

ADDITIONAL ROW:

A TRACT OF LAND LOCATED IN THE NW QUARTER OF SECTION 11, TOWNSHIP 11 S, RANGE 23 E OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF KANSAS CITY, KANSAS, WYANDOTTE COUNTY, KANSAS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NW QUARTER OF SAID SECTION 11; THENCE N87° 25’ 44”E ALONG THE SOUTH LINE OF SAID NW QUARTER, 582.73 FEET; THENCE N02° 34’ 16”W, 47.89 FEET TO THE POINT OF BEGINNING; THENCE N69° 47’ 18”E, 106.91 FEET; THENCE N39° 22’ 48”E, 62.10 FEET; THENCE N87° 59’ 48”E, 117.50 FEET; THENCE S28° 16’ 50”E, 89.22 FEET; THENCE N64° 59’ 18”W, 97.97 FEET; THENCE S87° 59’ 48”W, 40.00; THENCE S60° 58’ 54”W, 97.97 FEET; THENCE S87° 59’ 48”W, 83.55 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 7975.62 SQUARE FEET (0. 18 AC) MORE OR LESS.

Subject to all easements and restrictions of record.

AND

TRACT 4:

A Tract of land, being part of Village West Parkway, lying and situated in Southwest Quarter of Section 11, Township 11 South, Range 23 East, said Tract as surveyed by William C. Anderson, LS-1527 with BHC CLS 175, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on the recorded

plat of KANSAS ENTERTAINMENT, LLC -LOT 1.)

BEGINNING at the Southwest corner of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011, in Plat Book 43, Page 59, and filed as Document Number 2011R-09133, monumented by a found 5/8-inch reinforcing rod.; Thence South 80° 28' 22" East, 163.34 feet, on the North Right-of-Way line of Village West Parkway, to a found 5/8-inch reinforcing rod, with a cap stamped CLS 175, and the beginning of a tangent curve, concave to the Northeast, having a radius of 2211.83 feet; Thence Southeasterly on said curve, to the left, and said North Right-of-Way line, an arc length of 255.79 feet, said curve having a chord bearing of South 83° 47' 09" East, and a chord distance of 255.64 feet; Thence South 02° 54' 05" West 160.00 feet, to a point on the South Right-of-Way line of said Village West Parkway, and the beginning of a non-tangent curve, concave to the Northeast, having a radius of 2371.83 feet; Thence Northwesterly on said South Right-of-Way line, on a curve to the right, an arc length of 274.29 feet, said curve having a chord bearing of North 83° 47' 09" West, and a chord distance of 274.14 feet; Thence North 80° 28' 22" West, 751.04 feet, continuing on said South Right-of-Way line, to the beginning of a tangent curve, concave to the Southeast, having a radius of 1557.02 feet; Thence Southwesterly on said curve, to the left, and said South line, an arc distance of 536.69 feet, said curve having a chord bearing of South 89° 39' 09" West, and a chord distance of 534.04 feet; Thence South 79° 46' 40" West, 123.41 feet, continuing on said South Right-of-Way line, to its intersection with the East Right-of-Way line of 110th Street; Thence North 02° 42' 33" West, 161.39 feet, on said East line, to its intersection with the North Right-of-Way line of Village West Parkway; Thence North 79° 46' 40" East, 102.31 feet, on said North Right-of-Way line, to the beginning of a tangent curve, concave to the Southeast, having a radius of 1717.02 feet; Thence Northeasterly on said curve, to the right, and said North Right-of-Way line, an arc length of 591.84 feet, said curve having a chord bearing of North 89° 39' 09" East, and a chord distance of 588.91 feet; Thence South 80° 28' 22" East, 587.70 feet, on said North Right-of-Way line, to the POINT OF BEGINNING.

Exhibit C

Proposed Site Plan

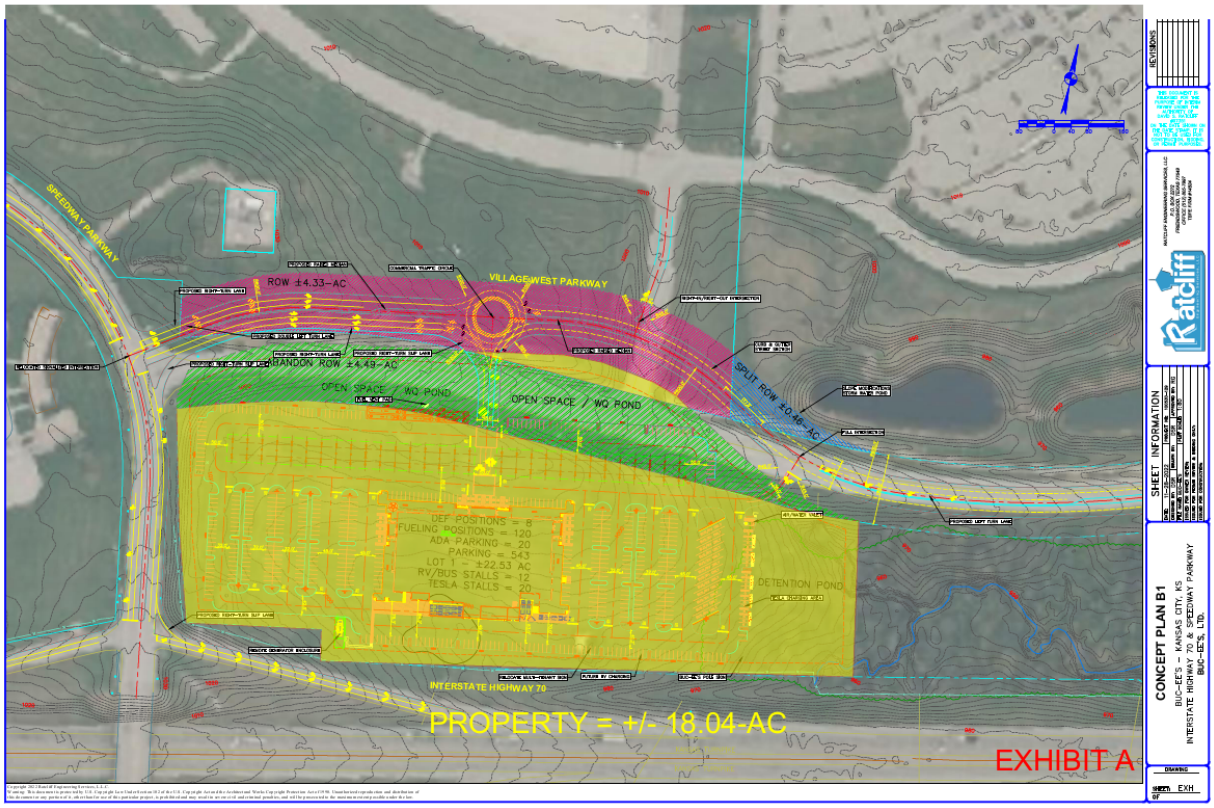


Exhibit D

TIF Revenue Projections

ESTIMATED SALES TAX AND TIF PROCEEDS FOR REPAYMENT

INCREMENTAL SALES TAX		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**	**Year 11**	**Year 12**	**Year 13**	**Year 14**	**Year 15**
Taxable Sales		30,000,000	30,600,000	31,212,000	31,836,240	32,472,965	33,122,424	33,784,873	34,460,570	35,149,781	35,852,777	36,569,833	37,301,229	38,047,254	38,808,199	39,584,363
Gross Incremental Sales Tax Revenue																
State Tax	0.065000	1,950,000	1,989,000	2,028,780	2,069,356	2,110,743	2,152,958	2,196,017	2,239,937	2,284,736	2,330,431	2,377,039	2,424,580	2,473,071	2,522,533	2,572,984
UG Combined	0.026250	787,500	803,250	819,315	835,701	852,415	869,464	886,853	904,590	922,682	941,135	959,958	979,157	998,740	1,018,715	1,039,090
GROSS TAX REVENUE	**0.091250**	2,737,500	2,792,250	2,848,095	2,905,057	2,963,158	3,022,421	3,082,870	3,144,527	3,207,418	3,271,566	3,336,997	3,403,737	3,471,812	3,541,248	3,612,073
Retained Incremental Sales Tax Revenue																
State Tax	0.065000	1,950,000	1,989,000	2,028,780	2,069,356	2,110,743	2,152,958	2,196,017	2,239,937	2,284,736	2,330,431	2,377,039	2,424,580	2,473,071	2,522,533	2,572,984
UG Combined (1)	0.018904	567,120	578,462	590,032	601,832	613,869	626,146	638,669	651,443	664,471	677,761	691,316	705,142	719,245	733,630	748,303
RETAINED TAX REVENUE	**0.083904**	2,517,120	2,567,462	2,618,812	2,671,188	2,724,612	2,779,104	2,834,686	2,891,380	2,949,207	3,008,191	3,068,355	3,129,722	3,192,317	3,256,163	3,321,286
TIF Reimbursement Revenue																
Net Incremental City Tax (2)	0.005000															
Net Incremental County Tax (3)	0.002346															
NET TIF REVENUE	**0.007346**	220,380	224,788	229,283	233,869	238,546	243,317	248,184	253,147	258,210	263,375	268,642	274,015	279,495	285,085	290,787
TIF Eligible Expenses (4)	**3,347,127**	(3,347,127)	(3,126,747)	(2,901,960)	(2,672,676)	(2,438,807)	(2,200,261)	(1,956,944)	(1,708,760)	(1,455,613)	(1,197,402)	(934,028)	(665,386)	(391,371)	(111,876)	-
Annual Payment		220,380	224,788	229,283	233,869	238,546	243,317	248,184	253,147	258,210	263,375	268,642	274,015	279,495	111,876	-
Outstanding Balance		(3,126,747)	(2,901,960)	(2,672,676)	(2,438,807)	(2,200,261)	(1,956,944)	(1,708,760)	(1,455,613)	(1,197,402)	(934,028)	(665,386)	(391,371)	(111,876)	-	-
TOTAL PAYMENTS		220,380	445,168	674,451	908,320	1,146,866	1,390,184	1,638,367	1,891,515	2,149,725	2,413,100	2,681,742	2,955,756	3,235,251	3,347,127	-

NOTES:
1) City/County sales tax after TIF reimbursement
2) As defined in the Agreement: 1/2 of 1% of the City sales tax
3) As defined in the Agreement: 1/4 of the UG's share (93.84%) of 1% Wyandotte County sales tax
4) As defined in the Agreement, Exhibit E

Exhibit E

Estimated Project Costs

BUC-EE'S KCK
ESTIMATED PROJECT COSTS
PRELIM SUMMARY SHEET

ITEM/DESCRIPTION	TOTAL BUDGET	TIF REIMBURSED	CID REIMBURSED	NON REIMBURSED
	100%	3.53%	10.60%	85.87%
Land Purchase	5,888,000	-	-	5,888,000
Closing Costs	58,880	-	-	58,880
Subtotal	**5,946,880**	-	-	**5,946,880**
Hard Costs - Site Development				
Village West Parkway (VWP) Relocation	6,393,799	1,598,450	4,795,349	-
VWP Waterline Relocation	700,500	175,125	525,375	-
VWP Electrical Relocation	4,145,880	1,036,470	3,109,410	-
Sanitary Sewer Extension	536,820	134,205	402,615	-
I-70 Interchange Improvements	1,611,510	402,878	1,208,633	-
Site Subtotal	**13,388,509**	**3,347,127**	**10,041,382**	-
Hard Costs - Building				
GC Contract	62,537,493	-	-	62,537,493
Buc-ee's Provided	7,317,556	-	-	7,317,556
Bldg Subtotal	69,855,048	-	-	69,855,048
Hard Costs Site and Building	**83,243,558**	**3,347,127**	**10,041,382**	**69,855,048**
Soft Costs				
Architecture and Engineering	1,500,000	-	-	1,500,000
Legal, Accounting, Insurance	253,000	-	-	253,000
Third Party Reports	140,000	-	-	140,000
Construction Loan Fees	285,000	-	-	285,000
Impact/Service Fees	760,000	-	-	760,000
Community Benefit Contribution	250,000	-	-	250,000
UG Administrative Fees	375,000	-	-	375,000
Project Contingency	2,000,000	-	-	2,000,000
Soft Costs Subtotal	**5,563,000**	-	-	**5,563,000**
TOTAL PROJECT COST	**94,753,438**	**3,347,127**	**10,041,382**	**81,364,928**
	100%	3.53%	10.60%	85.87%

Tracking ID: 2130

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Jud Knapp, Land Bank Manager jknapp@wycokck.org x5472	Economic Development

AGENDA ITEM #12.1.

RESOLUTION: ADOPT PUBLIC HEARING FOR NEIGHBORHOOD REVITALIZATION ACT PLAN RENEWAL

BACKGROUND

To renew the Neighborhood Revitalization Act Plan for 2026–2030 and adopt updates to program boundaries, participating taxing jurisdictions, and rebate percentages.

RECOMMENDATION

Approve

Adoption of a resolution to set a public hearing for February 19, 2026, on the designation of a Neighborhood Revitalization Area and the adoption of a Revitalization Plan.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Resolution setting public hearing, NRA Memo for Proposed Changes 2026 - 2030, 2026 - 2030 UG Area Plan - Final, 2026 - 2030 NRA Presentation Updated ED&F

Approved by Mayor/Administrator to add to agenda.

(Published in ***The Wyandotte Echo*** on _____, 2026
and _____, 2026.

RESOLUTION NO. R-_____-26

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE DESIGNATION OF A NEIGHBORHOOD REVITALIZATION AREA; THE ADOPTION OF A REVITALIZATION PLAN; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID HEARING.

WHEREAS, K.S.A. 12-17,114 *et. seq*. (the "Act") authorizes the governing body of any city or county to designate an area as a neighborhood revitalization area within such jurisdiction, and to adopt a plan ("Plan") for the revitalization of such area;

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") intends to designate as a neighborhood revitalization area, and adopt a Plan for the area encompassing Bonner Springs/Edwardsville USD 204, Kansas City Kansas USD 500, and the Kansas City, Kansas Community College; and

WHEREAS, the Act provides that prior to designating an area as a neighborhood revitalization area and adoption of a Plan, the governing body shall, by resolution, direct and order a public hearing thereon, and to give notice of the hearing by at least two publications, once each week for 2 consecutive weeks in the official newspaper;

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

SECTION 1. **Public Hearing**. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance the provisions of the Act, said public hearing to be held on **February 19, 2026 at 5:30 p.m.**, or as soon therafter as the matter can be heard, in the Commission Chambers, lobby level of the Municipal Office Building**,** 701 North 7th Street**,** Kansas City, Kansas, under the authority of the Act.

SECTION 2. **Notice of Hearing**. The Unified Government Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of a Notice of Public Hearing substantially in the form attached hereto as ***Exhibit A*** in the official newspaper. Such notice shall be published at least once each week for two consecutive weeks.

SECTION 3. Effective Date. This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF _____ 2026.

_____
Christal E. Watson, Mayor/CEO

Attest:

_____
Unified Government Clerk

Approved as to form:

_____
Wendy M. Green, Deputy Chief Counsel

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. R-_____-26 of the Unified Government of Wyandotte County/Kansas City, Kansas adopted by the Governing Body on _____, 2026 as the same appears of record in my office.

DATED: _____, 2026

_____
Unified Government Clerk

Exhibit A

NOTICE OF PUBLIC HEARING
NEIGHBORHOOD REVITALIZATION PLAN

A public hearing is scheduled for Thursday, February 19, 2026 at 5:30 p.m. during a regularly scheduled Unified Government of Wyandotte County/Kansas City, Kansas Commission Meeting. This meeting will be held in the Commission Chambers immediately to the south of the main floor lobby of the east Unified Office Building, 701 North 7th Street, Kansas City, Kansas. The purpose of the hearing is to discuss:

Adoption of a Neighborhood Revitalization Plan in an area encompassing the Bonner Springs/Edwardsville USD 204, Kansas City Kansas USD 500, and the Kansas City, Kansas Community College. The Plan offers tax rebates for rehabilitation, conservation or development.

A copy of the proposed Neighborhood Revitalization Plan is available for public inspection at the office of the Unified Government Clerk located on the 3rd Floor of the East Unified Office Building and may be inspected prior to the public hearing during regular business hours. All persons or anyone wishing to be heard either for or against this matter is invited to attend.

This Notice shall be published at least once each week for two consecutive weeks in a newspaper of general circulation within the City.

_____
UNIFIED GOVERNMENT CLERK

DEPARTMENT OF ECONOMIC DEVELOPMENT

Unified Government of Wyandotte County/Kansas City, Kansas

701 North 7th Street, Ste. 421
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax (913) 573-5745

NRA Proposed Changes

Residential

1. Change rebate amount for new construction from 95% to 50%

	Current	Proposed Change	
	95% Rebate	75% Rebate	50% rebate
Base value	$ 10,380	$ 10,380	$ 10,380
After construction	$ 242,800	$ 242,800	$ 242,800
Increment	$ 232,420	$ 232,420	$ 232,420
Taxes before rebate	$ 4,494	$ 4,494	$ 4,494
Rebate amount	**$ 4,204**	**$ 3,280**	**$ 2,157**
Taxes after rebate	**$ 290**	**$ 1,213**	**$ 2,236**

2. Increase the minimum required increase in assessed value for historic structures from 5% to 15% in both Area 1 and Area 2
    a. A 5% increase is too minimal to generate a meaningful rebate.

Commercial

1. Increasing the commercial cost cap from 3 million to 10 million
    a. This change reflects current market conditions and allows the program to support large scale developments.
2. Change rebate amount for new construction from 95% to 50%

Special Projects

1. Increasing the commercial cost cap from 3 million to over 10 million

Change in geographic areas

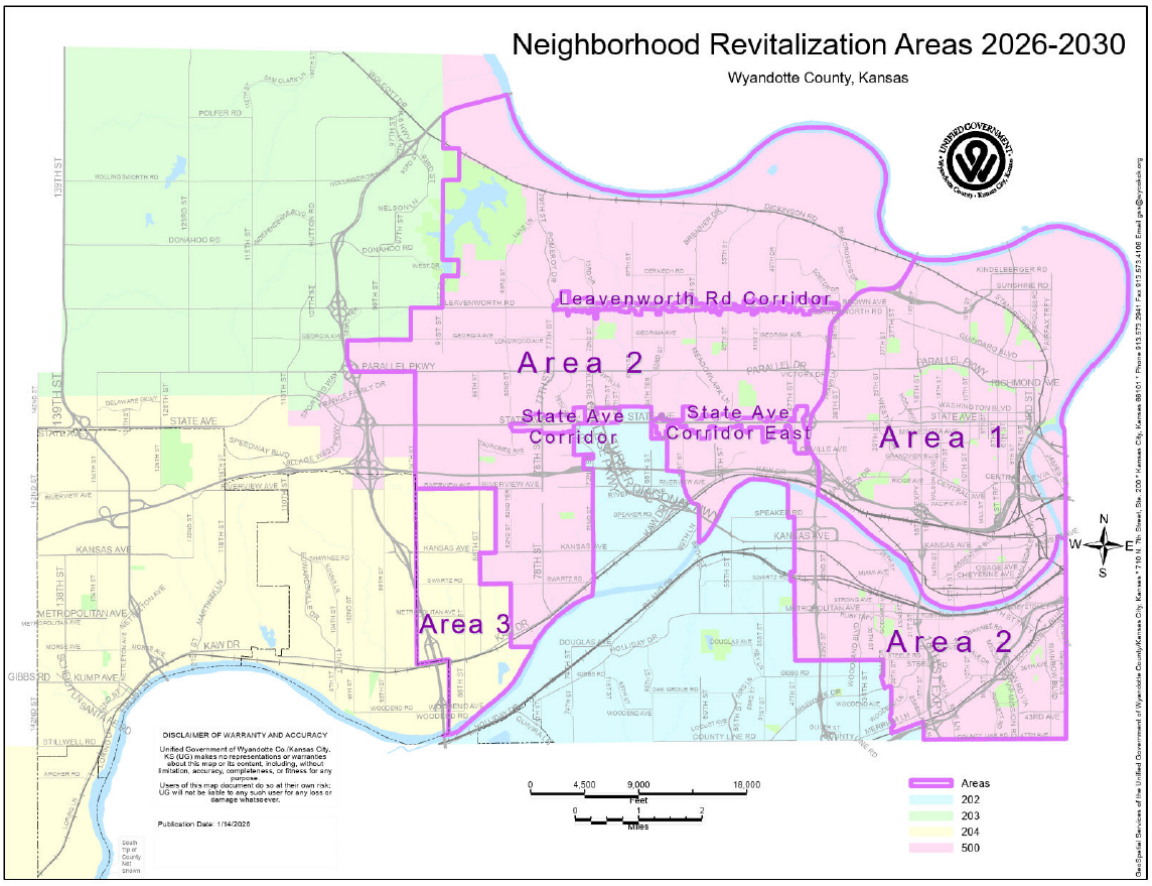
1. Redefine Area 1 to exclude the area south of the river, and reassign that portion to Area 2.
2. Remove the area around 94th and State from Area 2
3. Removed Turner School District
    a. Turner School District didn't approve the NRA program

DEPARTMENT OF ECONOMIC DEVELOPMENT

Unified Government of Wyandotte County/Kansas City, Kansas

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Kansas City, Kansas 66101

Phone: (913) 573-5730
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2026 - 2030

Unified Government of Wyandotte County/Kansas City, Kansas

Neighborhood Revitalization Act (NRA) Area Plan

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UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY KANSAS

NRA Plan 2026 - 2030

I. Purpose

This Plan is intended to promote revitalization through the rehabilitation, conservation, or redevelopment of designated Areas to protect the public health, safety, and welfare of Wyandotte County residents. More specifically, a tax rebate incentive will be available for certain improvements within the designated Areas.

In accordance with the provisions of the Neighborhood Revitalization Act (NRA), K.S.A. 12-17, 114 et seq., the Unified Government Commission has held a public hearing and considered the existing conditions and alternatives, with respect to the designated Areas, the criteria and standards for a tax rebate, and the necessity for interlocal cooperation among other taxing units. Accordingly, the Commission has carefully reviewed, evaluated, and determined the Areas meet one or more of the conditions to be designated as a "neighborhood revitalization area."

Interlocal cooperation between the Unified Government, Kansas City Kansas Unified School District 500, Bonner Springs/Edwardsville School District 204, and the Kansas City Kansas Community College is a requirement for the implementation of the Plan. Therefore, the effective eligible date is January 1, 2026.

II. Map of the NRA Plan Areas and Legal Descriptions

See Exhibit A.

III. Appraised and Assessed Valuation of Real Property

The assessed valuation of the real estate contained in the designated Areas is listed for each parcel with land and building values provided separately. The listing is available for public inspection at the Unified Government Clerk's Office located on the 3rd Floor of the Municipal Office Building at 701 North 7th Street, Suite 323, Kansas City, Kansas 66101. The listing may be inspected during regular business hours, or any time on the Unified Government website at www.wycokck.org.

The appraised and assessed valuation for the parcels contained within each Area is as follows:

	Appraised		
	Land Value	Improvement Value	Total Value
Area 1	$ 665,606,890	$ 3,087,391,870	$ 3,752,998,760
Area 2	$ 1,055,095,297	$ 5,436,097,990	$ 6,491,193,287
Area 2 – State Avenue East Corridor	$ 8,228,400	$ 46,368,830	$ 54,597,230
Area 2 – State Avenue West Corridor	$ 6,560,830	$ 96,992,150	$ 103,552,980
Area 2 – Leavenworth Road Corridor	$ 15,070,240	$ 108,747,800	$ 123,818,040
Area 3	$ 46,526,010	$ 98,895,040	$ 145,421,050

	Assessed		
	Land Value	Improvement Value	Total Value
Area 1	$ 105,258,396	$ 370,879,205	$ 476,137,601
Area 2	$ 128,421,287	$ 569,338,256	$ 697,759,543
Area 2 – State Avenue East Corridor	$ 1,475,670	$ 6,227,262	$ 7,702,932
Area 2 – State Avenue West Corridor	$ 1,487,674	$ 20,190,126	$ 21,677,800
Area 2 – Leavenworth Road Corridor	$ 2,206,456	$ 8,289,525	$ 10,495,981
Area 3	$ 7,292,266	$ 17,307,314	$ 24,599,580

IV. Listing of Owners of Record in the NRA Plan Areas

The owner of record for each parcel of land is listed together with the corresponding address and is available for public inspection during regular business hours at the Unified Government Clerk's Office, subject to redactions for privacy as provided for by State law.

V. General Eligibility Requirements for NRA Tax Rebate

- The NRA tax rebate percentage is based on the taxes levied by participating NRA taxing entities within the NRA Areas.
- Liquor stores, bars and establishments that sell alcohol with less than 50% in food sales are **not** eligible.
- Improving existing structures or construction of accessory structures such as gazebos, storage buildings, workshops, barns, or swimming pools are **not** eligible.
- The addition of or rehabilitation of a mobile home is **not** eligible.
- Garages are eligible.
- An individual project cannot receive IRB or EDX. However, a project may receive an IRB for sales tax exemption.
- See the NRA criteria matrices in this section for terms.

A. Residential Improvements

- New construction or rehabilitation of a structure.
- NRA projects are limited to Three Million and 00/100 Dollars ($3,000,000.00) in construction costs.
- Tax credits may be used in addition to the NRA tax rebate in certain situations.

Single-family, Duplex, and Townhomes (New or Rehabilitation):

- Single-family detached on one (1) parcel.
- Duplex on one (1) parcel is considered one (1) single duplex.
- Duplex on two (2) parcels is considered single-family attached.
- Townhomes with three (3) units on three (3) parcels are considered single-family attached.
  NOTE: All the above must be owner-occupied with the exception of a single duplex, or properties where a contract for deed has been filed with the Register of Deeds
- Unlimited transfer of the original application during the term of the rebate.
- There is no application fee for single-family, duplex, and townhouse residential improvements (both new and rehabilitation).

Multi-family Structure Projects (New or Rehabilitation):

- Subject to approval by the District Commissioner and At-Large Commissioner for proposed projects.
- Multi-family structures are considered three (3) or more units on one (1) parcel.
- Townhomes on one (1) parcel with three (3) or more units are considered multi-family.
- Application fees for multi-family new construction, rehabilitation, and expansion:
    1. All projects have a minimum fee of Five Hundred and 00/100 Dollars ($500.00).
    2. The application fee is waived for Land Bank properties.
    3. Application fees are non-refundable.

All residential improvements located in the NRA Plan Areas, as may be permitted by the Unified Government Code of Ordinances (including zoning ordinances) may be eligible for the NRA tax rebate.

Tax Increment Financing (TIF):

- NRA projects are ineligible within TIF districts.

NRA Residential Criteria

Area	Type of Investment	Minimum Value	Rebate	Yrs.
1	Single-family detached, Duplex single-family attached, and Townhomes single-family attached (Owner-Occupied), and Single Duplex – **Rehabilitation**	15% assessed value	95%	10
	Multi-family – **Rehabilitation**	15% assessed value	95%	10
	Historical Structures Owner/Rental – **Rehabilitation**	15% assessed value	100%	10
	Single-family detached, Duplex single-family attached, and Townhomes single-family attached (Owner-Occupied), and Single Duplex – **New**	15% assessed value	50%	10
	Multi-family – **New**	15% assessed value	50%	10
2 & 3	Single-family detached, Duplex single-family attached, and Townhomes single-family attached (Owner Occupied), and Single Duplex **– Rehabilitation**	15% assessed value	95%	5
	Multi-family – **Rehabilitation**	15% assessed value	95%	5
	Historic Structures Owner Occupied – **Rehabilitation**	15% assessed value	100%	5
	Single-family detached, Duplex single-family attached, and Townhomes single-family attached (Owner Occupied), and Single Duplex – **New**	15% assessed value	50%	5
	Multi-family – **New**	15% assessed value	50%	5

B. Commercial, Office, Industrial, Retail, and Mixed-Use Improvements

- New construction, rehabilitation, or expansion of a structure.
- NRA projects are under Ten Million and 00/100 Dollars ($10,000,000.00) in construction cost.
- Tax credits may be used in addition to the NRA tax rebate in certain situations.
- Unlimited transfer of the original application during the term.
    1. All projects have a minimum fee of One Thousand and 00/100 Dollars ($1,000.00).
    2. The application fee is waived for Land Bank properties.
    3. Application fees are non-refundable.
- New construction, rehabilitation, or expansion of any type of commercial, office, retail, or industrial structure located in the NRA Plan Areas, as may be permitted by the Unified Government Code of Ordinances (including zoning ordinances) may be eligible for the NRA tax rebate, provided the project is not eligible for an Investment Revenue Bond (IRB) or Economic Development Exemption (EDX), other than an IRB for sales tax purposes.

NRA Commercial Criteria

Area	Type of Investment	Minimum Value	Rebate	Yrs.
1	Rehabilitation/Expansion	15% assessed value	95%	10
	Rehabilitation/Expansion for Environmental Contamination	15% assessed value	95%	10
	Historic Rehabilitation	15% assessed value	100%	10
	New Construction	15% assessed value	50%	10
	New Construction for Environmental Contamination	15% assessed value	50%	10
2 & 3	Rehabilitation/Expansion	15% assessed value	95%	5
	Rehabilitation/Expansion for Environmental Contamination	15% assessed value	95%	5
	Historic Rehabilitation	15% assessed value	100%	5
	New Construction	15% assessed value	50%	5
	New Construction for Environmental Contamination	15% assessed value	50%	5

C. Special Project Areas

- Special projects are permitted in the following areas:
    1. Area 1

2. State Avenue East Corridor
3. State Avenue West Corridor
4. Leavenworth Road Corridor

- Special projects are those over Ten Million and 00/100 Dollars (10,000,000.00) in construction cost.
- Unlimited transfer of the original application during the term of the rebate.
- Application fee is $2,000.00 and is non-refundable.
- Special projects **must** meet one (1) of the following three (3) criteria:
    1. Retail in nature;
    2. Environmentally contaminated area; or
    3. Historic designation by either the State of Kansas or the Federal Register.
- Projects proposed under this provision will require specific approval by the Full Commission at a public meeting.

D. Determination of Base Land Value

Base land value is determined by the current use of the property as of January 1 of the application approval year.

E. Transfer of Ownership

The NRA tax rebate has unlimited transfer of ownership during the original application term.

F. Economic Development Staff Establishes Factors for Adjustments in NRA Base

G. Application Fees Waived for Land Bank Properties

H. The NRA Project Value Eligibility Is Based on the Market Value Increase After Completion of Project *(as of the January 1 Valuation Date)*

I. Appraiser Staff Checks Tax Delinquency Status

J. NRA Plan Implementation

The NRA Plan will only be implemented in the NRA Areas where the Unified Government, the Kansas City Kansas Unified School District 500, Bonner Springs/Edwardsville Unified School District 204, and the Kansas City Kansas Community

College all agree to participate. The School Districts and the Community College may not alter the Unified Government NRA Plan guidelines. However, the capital outlay portion of the tax levy for the School Districts and the Community College shall be excluded.

K. Effective Date of NRA Plan Implementation

The NRA Plan is effective from January 1, 2026, to December 31, 2030.

L. Administrative Fee

- An administrative fee of five percent (5%) of the tax increment remains in the Neighborhood Revitalization Trust Fund to cover administrative costs.
- The administrative fee is waived for properties with historic designation by the State of Kansas or Federal Register.

VI. Criteria for Determination of Eligibility

1. Application must be submitted within 30 days of permit issuance, or, if no permit is required, within 30 days after construction has commenced.

2. To be eligible, an applicant cannot have delinquent property taxes on any property currently owned by the applicant in Wyandotte County.

3. Upon submission of the project application, the improvement/construction must be completed within 24 months of the date of submission, unless otherwise approved in writing by the Economic Development Director, or his or her designee.

4. A project is deemed commenced when a completed application (pages 4 thru 8 of Part 2, Section A and Part 2, Section B and required pre-construction, renovation, or expansion documentation) is received by the Appraiser.

5. The following documentation is required to accompany Part 2, Section A and B:

Pre- and Post-Construction, Renovation, or Expansion Requirements

Pre-Construction -- The following required documentation must be submitted with the application within 30 days of permit issuance, or, if no permit is required,

within 30 days of construction, renovation, or expansion commencing to be eligible for the NRA tax rebate:

- *If applicable*, a copy of the building permit that shows the estimated project cost. In some cases, permits come in stages.
- Application fee (*if applicable*).
- Pictures of proposed interior/exterior improvement areas.
- Picture of the property with address (*if existing structure*).
- An aerial map of the parcel/property.
- Plans/Renderings:
  - Residential new - house plans
  - Residential renovation/addition – project renderings (this can be the same as what is submitted to Building Inspections Department)
  - Commercial new – architectural front elevation drawing
  - Commercial renovation/expansion – interior/exterior project renderings (this can be the same as what is submitted to Building Inspections Department)
- A list of improvement costs or improvement bid estimates.

<u>Post-Construction</u> -- Prior to receiving NRA tax rebate, the following required documentation must be submitted within 3 months of completion of the new construction/rehabilitation:

- A Certificate of Occupancy (CO) or an approved Final Inspection Slip signed by the Building Inspections Division of the Neighborhood Resource Center (NRC).
- Pictures of the completed improvement.
- Receipts or certification of construction expenses.

6. The assessed value of residential and commercial property must be increased as described in the NRA Plan for the designated Area(s) to be eligible for the tax rebate. **A rebate is based on the increase in value to the property due solely to Construction Improvements after the UG appraiser has established a new 100% project completed value.** If there is any percentage increase in assessed value and an increase in taxes during the construction or improvement period, then the applicant is required to pay the increase in taxes, and it is not subject to a rebate until construction or improvements are completed.

7. The improvements must conform to the Comprehensive Land Use Plan and Zoning Ordinance in effect at the time the improvements are made.

8. The new, as well as the existing improvements on property must conform to all other applicable codes, rules, ordinances, regulations, and building standards in effect at the time the improvements are made and for the length of the NRA tax rebate, or the rebate may be terminated. The Unified Government County

Administrator may request to review any updated drawings/renderings, and proposed landscaping, fencing, and lighting plans prior to approval of the NRA tax rebate incentive.

9. Any property that is delinquent in any tax payment or special assessment shall not be eligible for any NRA tax rebate or future rebate until such time as all taxes and special assessments have been paid. If such delinquency occurs after entry into the NRA tax rebate program, the owner shall have no more than ninety (90) days to bring the taxes current, or the property shall no longer be eligible for the NRA tax rebate and participation terminates. Any ineligibility does not extend the term of the program.

10. The NRA project value is based on the market value increase due to new improvements only *after* the project is 100% complete and does not include the land and existing building value.

VII. Unified Government Application for NRA Tax Rebate Sample Application

See Exhibits C, D and E.

VIII. Contents of Application for NRA Tax Rebate

Part 1, Section A: General Information (See Exhibit C)

Part 2, Section A: Application (See Exhibit D)

Part 2, Section B: Status of Construction Completion (See Exhibit E)

IX. Application Procedure

1. The application can be obtained on the Unified Government website at www.wycokck.org/Departments/Appraisers-Office/Neighborhood-Revitalization-Act, from the Appraiser's Office (8200 State Avenue, 2nd Floor), the Economic Development Department (701 N. 7th Street, Suite 421) or the Building Inspections Division of the NRC (4953 State Avenue), prior to or concurrent with a building permit.

2. Within 30 days of permit issuance for or, if a permit is not required, 30 days after the start of any new construction, renovation, or expansion, the applicant shall submit to staff at the Appraiser's Office a completed application pages 4 thru 8 of Part 2, Section A and Part 2, Section B and required pre-construction, renovation, or expansion documentation. When the project is completed, the applicant shall

submit required post-construction documentation within three months of completion prior to receiving the NRA tax rebate.

3. The applicant shall request the Building Inspections Division to reference in its files that the applicant is applying for the NRA tax rebate and to forward a copy of the building permit to the Unified Government Appraiser.

4. Prior to December 1, following commencement of construction, renovation, or expansion and each succeeding December 1 until and including the year of project completion, the applicant shall complete and sign a new copy of Part 2, Section B of the NRA application, indicating the anticipated status of the project as of the following January 1 to the Economic Development Department.

5. In Kansas, the effective date of appraisals for taxation purposes is January 1st. Therefore, the Wyandotte County Appraiser's Office will establish the new valuation as of January 1, but only after the project is fully complete. The Appraiser's Office shall submit a report on the new valuation and the revised tax information by June 1 to the Unified Government Treasurer.

6. Upon determination that the status of the improvements as of January 1 meets the eligibility criteria, the Appraiser's Office shall certify the percentage requirements of Part 2, Section C to the Unified Government Clerk, Treasurer, and Economic Development Department.

7. The Appraiser's Office staff will notify the Finance Department of completed NRA tax rebates on an annual basis.

8. Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year extending through the specified NRA tax rebate period, and within a thirty (30) day period following the date of tax distribution by the Unified Government to the other taxing units, the NRA tax rebate, less the appropriate administrative fee, shall be made to the applicant. The tax rebate shall be made by the Unified Government Treasurer from the Neighborhood Revitalization Fund established in conjunction with the Unified Government and the other taxing units participating by Interlocal Agreement. The Unified Government Finance Department, the Appraiser's Office, and the Economic Development Department staff will make reports to the Unified Government Commission and other taxing units.

9. Applicant is **required** to pay taxes each year. A **rebate check** will be issued to applicant from the Treasurer's Office **after taxes are paid**. The NRA tax rebate applies only to the **additional taxes** resulting from the increase in assessed value of the property based **solely** on the improvements and the participating taxing

jurisdictions. Therefore, it should be noted that the valuation subject to rebate will remain fixed for the term of the NRA, however the mill levy calculation is subject to change, which may impact the rebate amount.

For example, if taxes paid on vacant land is Five Hundred and 00/100 Dollars ($500.00) and a structure is built on the vacant land (improvement) that raises the taxes to Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) (assuming the required assessed value has occurred), the incremental increase in tax is Two Thousand and 00/100 Dollars ($2,000.00). The Two Thousand and 00/100 Dollars ($2,000) less an administrative fee is the portion that will be rebated.
NOTE: The above example is for illustrative purposes only.

10. Applicants appealing their appraised values may jeopardize their eligibility for NRA participation for that year and following tax years and may initially encounter a one (1) year delay in determining their eligibility for NRA participation.

11. A copy of the certification for transfer (NRA Transfer of Deed form at the end of the application) must be used when transferring the NRA tax rebate. The certification should be completed when the property is sold and then sent to the Appraiser's Office, Attention: NRA Program Staff, 8200 State Avenue, Kansas City, Kansas 66112. In such situations, the occupant may then be eligible to receive the NRA tax rebate pursuant to all other program criteria.

X. Planning and Development Zoning and District Regulations

See Exhibit B for a summary of the overall framework, design, districts, and definitions.

XI. Capital Improvements Planned for the NRA Plan Areas (2026 – 2030)

The 2026-2030 Proposed Capital Maintenance Improvement Program was adopted on August 26, 2025.

The Capital Improvements planned for the NRA Plan Areas is available for public inspection during regular business hours at the Unified Government Clerk's Office.

XII. Unified Government Tax Levy Schedule

See Exhibit G.

XIII. Neighborhood Revitalization Trust Fund

The Unified Government Commission established a Neighborhood Revitalization Trust Fund in accordance with the provisions of K.S.A. 12-17, 118.

XIV. Exhibits

Exhibit A Map of the NRA Plan Areas

Exhibit B Comprehensive Land Use and Zoning Ordinance
http://online.encodeplus.com/regs/kansascity-ks/doc-viewer.aspx#secid-1

Exhibit C NRA Application, Part 1, Section A: *General Information*

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

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

Exhibit F Certification of Transfer of Deed for NRA Program

Exhibit G Unified Government Tax Levy Schedule

Exhibit H NRA Project Area Legal Description

Exhibit A Map of the NRA Plan Areas

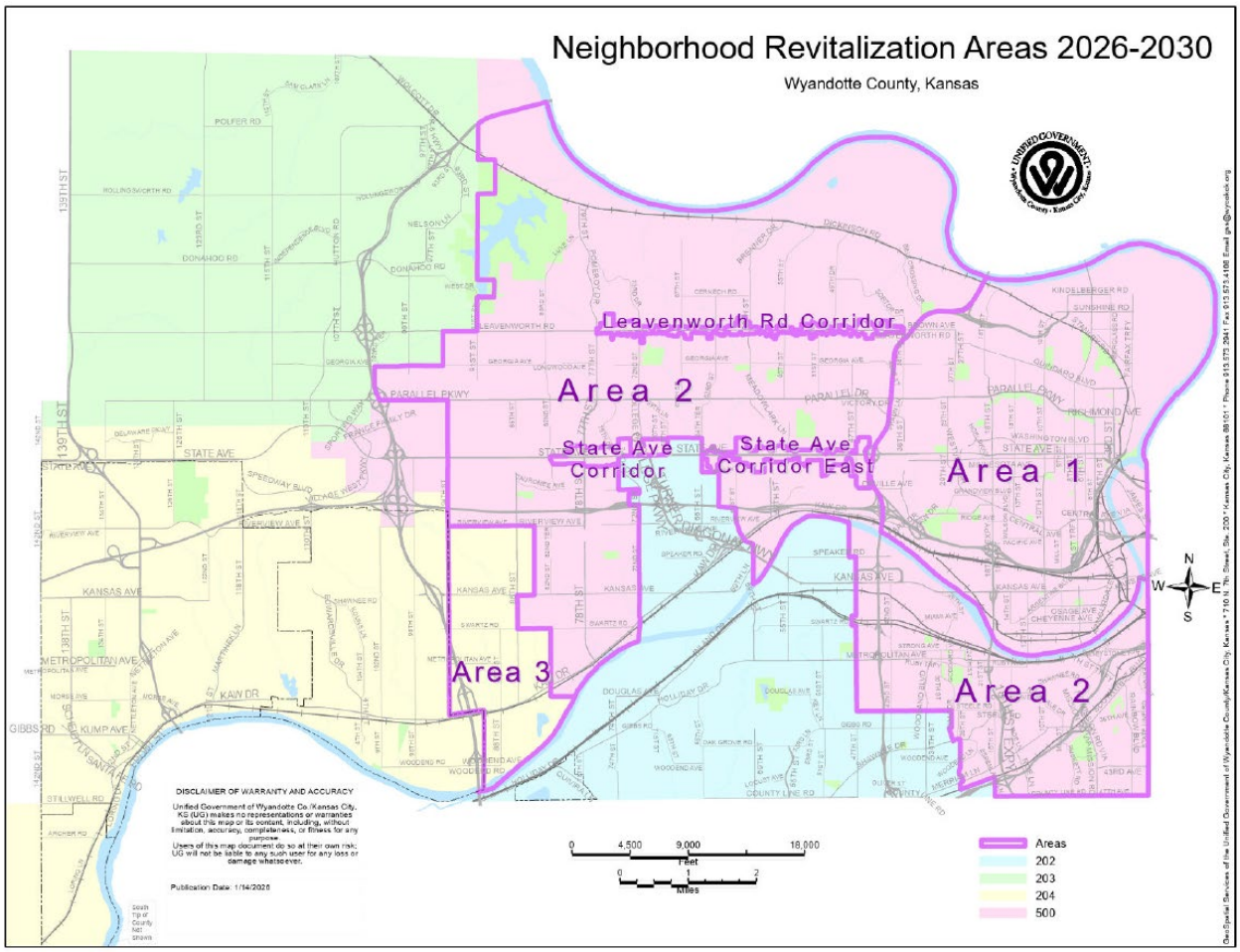


Exhibit B **Comprehensive Land Use and Zoning Ordinance**
http://online.encodeplus.com/regs/kansascity-ks/doc-viewer.aspx#secid-1

Exhibit C NRA Application, Part 1, Section A: *General Information*

The applicant is responsible for the following (as applicable) information and documentation when submitting the NRA application:

1. Application information
2. Property Area, Type, and Use
3. Improvement
4. Building Permits
5. Construction Timeline
6. Demolition of Structures
7. Tax Credits
8. Application Fee
9. Historic Designation
10. Pre- and Post-Construction, Renovation, or Expansion Requirements
11. Applicant Signature and Date.

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

Neighborhood Revitalization Act (NRA) Rebate Program

The Unified Government of Wyandotte County/Kansas City, Kansas, under the Neighborhood Revitalization Act (NRA) Program, allows property owners to receive a property tax rebate on additional taxes levied due to property improvements within designated NRA areas. The tax rebate program aims to promote revitalization through the rehabilitation, conservation, or redevelopment of property to protect the public health, safety, and welfare of Wyandotte County residents.

To make the process smoother, please have the following documents ready before you begin your application:

1. Project plans or pictures of the proposed project.
2. A cost breakdown of your project (Excel, PDF, builder estimate, etc.).
3. Before pictures (if this is a vacant lot, you can submit a Google Earth screenshot or something similar).

If you do not have these items ready, they must be submitted within 30 days of the start of your project/application for your rebate application to be considered. If you have questions, please contact edevelopment@wycokck.org.

Program Eligibility

Is your project located within a designated NRA Project Area? (See Map Below) (Select 1 option) Required

- ○ Yes
- ○ No

View the NRA Project Area Map.

Is Applicant the legal owner of the property? (Select 1 option) Required

- ○ Yes
- ○ No

Answer this question if you selected 'No' in *Program Eligibility > Is Applicant the legal owner of the property?*

Does applicant formally represent the legal owner of the property? (Select 1 option) Required

- ○ Yes
- ○ No

Does Applicant have any delinquent property taxes on any property currently owned in Wyandotte County? (Select 1 option) Required

- Yes
- No

New and existing improvements to the property will conform to all applicable codes, rules, ordinances, and regulations in effect at the time improvements are made, and for the length of the NRA tax rebate. Owner understands that failure to comply with this requirement will terminate the rebate. (Select 1 option) Required

- Yes
- No

Read this section if you selected 'Yes' in *Program Eligibility > Does Applicant have any delinquent property taxes on any property currently owned in Wyandotte County?*

Your Project May Be Ineligible At This Time

For your project to be eligible, you must first remedy any outstanding taxes on the property. You can pay pay property taxes online or by using our MyWyco Mobile App.

Read this section if you selected 'No' in *Program Eligibility > Is your project located within a designated NRA Project Area? (See Map Below)*

Your Project Area May Be Ineligible At This Time

Currently the NRA Program is only applicable to properties located within designated areas located on the map. Please contact the Economic Development department if you have any questions.

Read this section if you selected 'No' in *Program Eligibility > Does applicant formally represent the legal owner of the property?*

You may need to contact the Owner to proceed

To submit an application for the NRA Program, you must either be the legal owner of the property or a representative of the legal owner. Please contact the legal owner of the property for permission to submit an application.

Applicant Information

Is Applicant the Legal Owner or a Representative of the Legal Owner of the Property? (Select 1 option) Required

- Yes--Legal Owner
- Yes--Representative of the Legal Owner
- Yes - Applicant has a Land Bank Option agreement
- None of these

This information applies if you selected 'None of these' in *Applicant Information > Is Applicant the Legal Owner or a Representative of the Legal Owner of the Property?*

Applicant must be the Legal Owner of the property or a representative of the legal owner to be eligible for the Neighborhood Revitalization Act program. You can forward the link to this application to the Legal Owner via email or text message and they can complete and submit the application for the project.

Answer this question if you selected 'Yes--Representative of the Legal Owner' in *Applicant Information > Is Applicant the Legal Owner or a Representative of the Legal Owner of the Property?*

What is Applicant's Relationship to the Legal Owner? Required

Applicant's Full Name Required

Applicant's Phone Number Required

Applicant's Email Address Required

Answer this question if you selected 'Yes--Representative of the Legal Owner' in *Applicant Information > Is Applicant the Legal Owner or a Representative of the Legal Owner of the Property?*

Owner's Full Name Required

Answer this question if you selected 'Yes--Representative of the Legal Owner' in *Applicant Information > Is Applicant the Legal Owner or a Representative of the Legal Owner of the Property?*

Owner's Phone Number Required

Answer this question if you selected 'Yes--Representative of the Legal Owner' in *Applicant Information > Is Applicant the Legal Owner or a Representative of the Legal Owner of the Property?*

Owner's Email Address Required

Developer Information

Is the Developer the same as Owner? (Select 1 option) Required

- Yes
- No

Is Developer an individual or business entity? (Select 1 option) Required

- Individual
- Business Entity

Answer this question if you selected 'Business Entity' in *Developer Information > Is Developer an individual or business entity?*

Developer Company Name Required

Answer this question if you selected 'Business Entity' in *Developer Information > Is Developer an individual or business entity?*

How many total employees does developer employ? (Select 1 option) Required

- Less than 5
- More than 5, Less than 15
- More than 16, Less than 20
- More than 20

Answer this question if you selected 'No' in *Developer Information > Is the Developer the same as Owner?*

Developer Contact's Name Required

Answer this question if you selected 'No' in *Developer Information > Is the Developer the same as Owner?*

Developer Contact's Phone Number Required

Answer this question if you selected 'No' in *Developer Information > Is the Developer the same as Owner?*

Developer Contact's Email Address Required

Property Information

Street Address Required

City Required

State (Select 1 option) Required

- Alabama
- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- Florida
- Georgia
- Hawaii
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Mississippi
- Missouri
- Montana
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Rhode Island
- South Carolina
- South Dakota

- Tennessee
- Texas
- Utah
- Vermont
- Virginia
- Washington
- West Virginia
- Wisconsin
- Wyoming

Zip Code Required

Parcel Number Required

Need help finding your Parcel Identification Number or Legal Description? You can find this on your **tax statement** or on our **BuildItKCK** page, or by using DOT Maps.

If you have any issues locating your Parcel ID, please call the Unified Government Clerk at (913) 573-2874.

Which School District is property located within? (Select 1 option) Required

- Bonner Springs/Edwardsville Unified School District (USD #204)
- Kansas City Kansas Public Schools (USD #500)
- Piper Unified School District (USD #203)
- Turner Unified School District (USD #202)
- I'm not sure

Look up your school district.

This information applies if you selected 'Piper Unified School District (USD #203)' in *Property Information > Which School District is property located within?*

Unfortunately, Piper Unified School District (USD #203) is no longer part of the Neighborhood Revitalization Act plan. If you have any questions, please use our FAQ form to communicate your needs to our team. Thank you!

Project Information

Please use this map to answer Question 1.

Where is your project located? (Select 1 option) Required

- ○ Area 1
- ○ Area 2
- ○ Area 2 East--State Avenue East Corridor
- ○ Area 2 East--State Avenue West Corridor
- ○ Area 2 East--Leavenworth Road Corridor
- ○ Area 3

The Special Project Area Is (Please Check All That Apply) (Select 1 or more options) Required

- ☐ Retail
- ☐ Environmentally Contaminated
- ☐ Historic
- ☐ None of These

Answer this question if you made a selection that includes 'Historic' in *Project Information > The Special Project Area Is (Please Check All That Apply)*

Please upload proof of Historic State and/or Federal Designation here: Required

Please attach all files to the end of this form before submitting it.

The Project Is (Check All That Apply) (Select 1 or more options) Required

- ☐ New Construction
- ☐ Renovation
- ☐ Expansion

The Project Is (Please Check All That Apply) (Select 1 or more options) Required

- ☐ Residential
- ☐ Commercial
- ☐ Office
- ☐ Industrial

End use will be: (Select 1 option) Required

- ○ Owner Occupied
- ○ Rental
- ○ Leased

Tell us about your project (renovation, new kitchen, structural addition, etc.): Required

Estimated cost of your project (ex. $50,000) Required

Construction Start Date Required

M M D D Y Y Y Y

Estimated Date of Completion Required

M M D D Y Y Y Y

Are you demolishing any structures? (Select 1 option) Required

- Yes
- No

Complete this section if you selected 'Yes' in *Project Information > Are you demolishing any structures?*

Demolition Information

List of Buildings to be Demolished (or upload a copy of list in the field below) Required

You can upload a copy of your Demolition List here:

Please attach all files to the end of this form before submitting it.

Street Address of Structure to be demolished: Required

Answer this question if you selected 'Yes' in *Project Information > Are you demolishing any structures?*

Number of structures to be demolished: Required

Answer this question if you entered something in *Demolition Information > Number of structures to be demolished:*

Are there any tenants presently occupying the building? (Select 1 option) Required

- Yes
- No

Answer this question if you entered something in *Demolition Information > Number of structures to be demolished:*

Were there any tenants occupying the building on the purchase date? (Select 1 option) Required

- Yes
- No

Demolition Permit Number

Answer this question if you selected 'Yes' in *Demolition Information > Were there any tenants occupying the building on the purchase date?*

Please list tenants here (or upload a list of tenants in the field below)

Need help finding your permit number or help applying for a permit? We can assist you through our BuildItKCK page.

Additional Incentives

Do you plan to apply for any tax credits? (Select 1 option) Required

- Yes
- No
- I don't know

Answer this question if you selected 'Yes' in *Additional Incentives > Do you plan to apply for any tax credits?*

Which tax credits do you plan to apply for? (Select 1 or more options) Required

- Community Improvement District (CID)
- Economic Development Exemption (EDX)
- Industrial Revenue Bonds (IRB)
- Sales Tax Revenue Bonds (STAR)
- Small Business
- Tax Increment Financing (TIF)

This information applies if you made a selection that includes 'Tax Increment Financing (TIF)' in *Additional Incentives > Which tax credits do you plan to apply for?*

Unfortunately our new Neighborhood Revitalization Act program does not allow applicants to apply for NRA and Tax Increment Financing for the same project.

This information applies if you selected 'Yes' in *Additional Incentives > Do you plan to apply for any tax credits?*

Need more information on available programs? You can learn more by visiting the Wyandotte County Economic Development page.

What You Need To Know

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

1. A copy of the building permit that shows the estimated cost (this is different than the placard that is posted on site) *if applicable*. Not every project will require permits.
2. Application Fee must be paid for certain projects - there are no application fees for single family residential projects.
3. Before pictures of proposed interior/exterior improvement areas.
4. A picture of the property showing the address (for existing structures).
5. An aerial map showing the parcel/property (Google Earth, DotMaps, screenshots accepted)
6. Plans/Renderings:

   - New Residential = House plans

   - Residential Renovation/Addition = Project Renderings (this can be the materials you submitted to Building Inspection.

   - Commercial New = Architectural front elevation drawing

   - Commercial Renovation/Addition = Interior/Exterior project renderings (this can be the materials you submitted to Building Inspection.

7. A list of improvement cost or improvement bid estimates

Upload before photos of the property or existing lot:

Please attach all files to the end of this form before submitting it.

Upload building plans, project renderings, or proposed renovation plans:

Please attach all files to the end of this form before submitting it.

Upload the cost breakdown of the project (Excel, PDF, builder estimate, etc.): Required

Please attach all files to the end of this form before submitting it.

If available/applicable, upload any building permits:

Please attach all files to the end of this form before submitting it.

WHEN THE PROJECT IS DONE:

The following required post-construction documents **must be submitted within 3 months of project completion.** You will submit these documents to edevelopment@wycokck.org. Please include NRA Rebate (insert your address) in the subject line.

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

Finishing Your NRA Application

An application fee of **$500** is required for all **multi-family projects**.

An application fee of **$1000** is required for **commercial, industrial, office, retail, historical, and environmentally contaminated projects**.

If the project is **located in a Special Projects Area** and the **construction cost is over $3 Million**, the application fee is **$2000**.

Checks are payable to the Unified Government Treasurer.

Is Applicant, Owner, or Developer claiming Local, Minority, or Women-Owned Business status? (Select 1 option) Required

- ○ Yes
- ○ No

Answer this question if you selected 'Yes' in *Finishing Your NRA Application > Is Applicant, Owner, or Developer claiming Local, Minority, or Women-Owned Business status?*

Please Check all that Apply (Select 1 or more options) Required

- ☐ Locally-Owned Business
- ☐ Minority-Owned Business
- ☐ Women-Owned Business

This information applies if you selected 'Yes' in *Finishing Your NRA Application > Is Applicant, Owner, or Developer claiming Local, Minority, or Women-Owned Business status?*

Please contact the UG Contract Compliance Department at (913) 573-5440 for goals.

Applicant Signature

Answer this question if you selected 'Yes--Representative of the Legal Owner' in *Applicant Information > Is Applicant the Legal Owner or a Representative of the Legal Owner of the Property?*

I certify that I have permission from the property owner to apply on behalf of owner. (Select 1 option) Required

- ○ I Agree

Applicant Name Required

Applicant Signature Required

Date of Signature Required

M M D D Y Y Y Y

End of form

Don't forget to attach all files before submitting this form

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

Prior to December 1, following commencement of construction and each succeeding December 1 until and including the year of project completion, the applicant shall complete and sign a new copy of Part 2, Section B of the Neighborhood Revitalization Tax application, indicating the anticipated status of the project as of the following January 1 to the Appraiser's office Department Attention: NRA Program, at 8200 State Ave Kansas City, KS 66112.

Applicant's Name: _____

Property Address:_____

Parcel ID Number: _____

Status of Construction Completion:

◯ Incomplete project as of January 1 following commencement

◯ Completed project as of January 1 following commencement

Exhibit F Certification of Transfer of Deed for NRA Program

Developer Name/Builder Name: _____.
This is to certify that Parcel Number _____, commonly known as _____Kansas City, Kansas, 66_____, where an existing structure was renovated ◯, or built a new structure ◯, and was sold to the new owners:_____
on the _____ day of _____, 20_____.

The deed has been recorded at the Register of Deeds office on the _____day of _____ 20_____. Document Number _____

By: _____
(Print Name)

_____ _____
(Signature) *(Date)*

Please return completed form to:
Unified Government – Appraiser Office
Attention: NRA Program Staff
8200 State Ave
Kansas City, Kansas 66112

To: Unified Government Appraiser
Unified Government Treasurer

FROM: Unified Government Appraiser's Office

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

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

_____ _____
Appraiser's Office Staff *Title*

_____, 20 _____

<u>Exhibit G</u> Unified Government Tax Levy Schedule

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

Exhibit H NRA Project Area Legal Description
Legal Description for NRA Area 1

1/12/2026

Beginning at the intersection of the Kansas and Missouri State line and Kansas Avenue;

thence Westerly along Centerline of Kanas Avenue to left bank of the Kansas River;

thence Southerly along the left bank of the Kansas River to its intersection with the West line of Section 23, Township 11, Range 25, said line also being the East line of Section 22, Township 11, Range 25;

thence continuing Southwesterly along the left bank of the Kansas River to its intersection with the West line of Section 22, Township 11, Range 25, said line also being the East line of Section 21, Township 11, Range 25;

thence continuing Westerly along the left bank of the Kansas River to its intersection with the West line of Section 21, Township 11, Range 25, said line also being the East line of Section 20, Township 11, Range 25;

thence continuing Northwesterly along the left bank of the Kansas River to its intersection with the North line of Section 20, Township 11, Range 25, said line also being the South line of Section 17, Township 11, Range 25;

thence continuing Northwesterly along the left bank of the Kansas River to its intersection with the West line of Section 17, Township 11, Range 25, said line also being the East line of Section 18, Township 11, Range 25;

thence continuing Northwesterly along the left bank of the Kansas River to its intersection with centerline of Interstate Highway 635;

thence North along the centerline of Interstate Highway 635 to its intersection with the right bank of the Missouri River;

thence continuing in a Easterly direction along the right bank of the Missouri River to its intersection with the East line if Section 29, Township 10, Range 25, said line also being the West line of Section 28, Township 10, Range 25;

thence continuing in a Northeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 28, Township 10, Range 25, said line also being the West line of Section 27, Township 10, Range 25;

thence continuing in a Easterly direction along the right bank of the Missouri River to its intersection with the Northern extension of the East line if Section 27, Township 10, Range 25, said line also being the Northern extension of the West line of Section 26, Township 10, Range 25;

thence continuing in a Southeasterly direction along the right bank of the Missouri River to its intersection with the Eastern extension of the South line if Section 26, Township 10, Range 25, said line also being the Eastern extension of the North line of Section 35, Township 10, Range 25;

thence continuing in a Southwesterly direction along the right bank of the Missouri River to its intersection with the South line if Section 35, Township 10, Range 25, said line also being the North line of Section 35, Township 10, Range 25;

thence East along the South line of Section 35, Township 10, Range 25, to its intersection with the Kansas and Missouri State Line;

thence in a Southwesterly and Southerly direction along the Kansas and Missouri State Line to the point of beginning, all in Wyandotte County, Kansas.

Legal Description for NRA Araea 2

Beginning at the intersection of the Kansas and Missouri State line and the Wyandotte-Johnson County line said point being the Southeast corner of Section 35, Township 11, Range 25;

thence West along Wyandotte-Johnson County Line to the Southwest Corner of Section 33, Township 11, Range 25 said point being the intersection of 47th Avenue (County Line Road) and 18th Street Extended;

thence North along the west line of Section 33, Township 11, Range 25 to 18th Street;

thence continuing North on 18th Street to the Burlington Northern and Santa Fe Railroad tracks;

thence Southwesterly along the centerline of the tracks of the Burlington Northern and Santa Fe Railroad to the West line of the Southeast Quarter of Section 32, Township 11, Range 25;

thence North along the West line of the Southeast Quarter of Section 32, Township 11, Range 25 to the centerline of Merriam Lane;

thence Northeasterly along the centerline of Merriam Lane to its intersection with centerline of 26th Street;

thence Northerly along the centerline of 26th Street to the point where it ends said point being Woodend Road;

thence continuing North along the centerline of the extension of 26th Street to its intersection with North right-of-way line of Shawnee Drive;

thence Westerly along the North right-of-way line of Shawnee Drive to the Southwest corner of EDWARD STEELE SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of EDWARD STEELE SUBDIVISION to the Northwest corner of EDWARD STEELE SUBDIVISION;

thence East along the North line of EDWARD STEELE SUBDIVISION to the Southeast corner of KERRYCREEK, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the East line of KERRYCREEK to centerline of Steele Road;

thence West along the centerline of Steele Road to the point where Steel Road ends;

thence continuing west along the extension of Steele Road to its intersection of the line dividing Range 24 and Range 25;

thence North along said range line to its intersection with centerline of Swartz Road;

thence West along the centerline of Swartz Road, 1/16 mile;

thence North to the centerline of Probst Road;

thence East along the centerline of Probst Road;

thence North to the centerline of Speaker Road;

thence West along the centerline of Speaker Road, 1/10 of a mile;

thence North to the Centerline of the Kansas River;

thence Westerly along the Centerline of the Kansas River to the South line of Section 12, Township 11, Range 24 said line also being the North line of Section 13, Township 11, Range, 24;

thence continuing Southwesterly along the Centerline of the Kansas River to the West line of Section 13, Township 11, Range 24 said line also being the East line of Section 14, Township 11, Range, 24;

thence continuing Southwesterly along the Centerline of the Kansas River to the centerline of line of Section 14, Township 11, Range 24;

thence North along the centerline of Section 14, Township 11, Range 24, to its intersection with the centerline of 59th Lane;

thence Westerly and Northerly along the centerline of 59th Lane approximately 3,300 feet to its intersection with South right-of-way line of Interstate Highway 70;

thence West along the South right-of-way line of Interstate Highway 70 approximately 1/4 of a mile to the West line of Section 11, Township 11, Range 24 said line also being the East line of Section 10, Township 11, Range 24;

thence North along the East line of Section 10, Township 11, Range 24, to the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 10, Township 11, Range 24;

thence West 1/4 mile;

thence North 1/2 mile;

thence West 1/2 mile;

thence South 1/4 mile;

thence West 3,960 feet;

thence South 1/2 mile to the center of Section 9, Township 11, Range 24;

thence East approximately 1,650 feet;

thence South 330 feet;

thence West 792 feet;

thence South 990 feet;

thence east 792 feet to the intersection of the South line of Interstate Highway 70 and 72nd Street;

thence South along the centerline of 72nd Street to the point where it ends;

thence continuing South along the Southerly prolongation of the centerline of 72nd Street to centerline of the Kansas River;

thence Southwesterly along the centerline of the Kansas River to the South line of Section 21, Township 11, Range 24 said line also being the North line of Section 28, Township 11, Range 24;

thence continuing Southwesterly along the centerline of the Kansas River to the West line of Section 28, Township 11, Range 24 said line also being the East line of Section 29, Township 11, Range 24;

thence continuing Southwesterly along the e centerline of the Kansas River and its intersection with the East-West centerline of Section 29, Township 11, Range 24

thence West along said East-West centerline Section 29, Township 11, Range 24 to the Center of Section 29, Township 11, Range 24;

thence North along the North-South centerline of Section 29, Township 11, Range 24 to its intersection with the North line of Section 29, Township 11, Range 24 said line also being the South line of Section 20, Township 11, Range 24;

thence continuing North along the North-South centerline of Section 20, Township 11, Range 24 to the center of Section 20, Township 11, Range 24;

thence West along the East-West centerline of Section 20, Township 11, Range 24 to its intersection with the West line of Section 20, Township 11, Range 24;

thence North along the West line of Section 20, Township 11, Range 24 to the Northwest corner of Section 20, Township 11, Range 24;

thence East along the North line of Section 20, Township 11, Range 24 to the center of the North line of the Northwest Quarter Section of Section 20, Township 11, Range 24 said corner also being the center of the South line of the Southwest Quarter Section of Section 17, Township 11, Range 24;

thence North to the North line of Section 17, Township 11, Range 24 said line also being the south line of Section 8, Township 11, Range 24;

thence West along the South line of Section 8, Township 11, Range 24 to the Southeast corner of Section 8, Township 11, Range 24 said corner also being the Southwest corner of Section 7, Township 11, Range 24;

thence West along the South line of Section 7, Township 11, Range 24 to the Southwest corner of Section 7, Township 11, Range 24;

thence North along the West line of Section 7, Township 11, Range 24 to the center of the West line of Section 7, Township 11, Range 24 said line also being the East line of Section 12, Township 11, Range 23;

Thence West along the East-West centerline of Section 12, Township 11, Range 23 to the center of Section 12, Township 11, Range 23;

thence South along the North-South centerline of Section 12, Township 11, Range 23 to its intersection with the South right-of-way line of the Interstate Highway 70;

thence in a Westerly direction along the South right-of-way line of Interstate Highway 70 to its intersection with the centerline of Interstate Highway 435;

thence Northerly along the centerline of Interstate Highway 435 to a point that intersects the North-South centerline of Section 35, Township 10, Range 23;

thence North along the North-South centerline of Section 35, Township 10, Range 23 to the center of Section 35, Township 10, Range 23;

thence East along the East-West centerline of Section 35, Township 10, Range 23 to the center of the East line of Section 35, Township 10, Range 23 said line also being the West line of Section 36, Township 10, Range 23;

thence East along the East-West centerline of Section 36, Township 10, Range 23 to the center of Section 36, Township 10, Range 23;

thence North along the North-South centerline of Section 36, Township 10, Range 23 to the center of the North line of Section 36, Township 10, Range 23;

thence East along the North line of Section 36, Township 10, Range 23 to the Northeast corner of Section 36, Township 10, Range 23 said corner also being the Southeast corner of Section 25, Township 10, Range 23;

thence North along the East line of Section 25, Township 10, Range 23 to the center of the East line of Section 25, Township 10, Range 23 said line also being the West line of Section 30, Township 10, Range 24;

thence East along the East-West centerline of Section 30, Township 10, Range 24 to the center of the South line of Northwest Quarter of Section 30, Township 10, Range 24;

thence North to the center of the Northwest Quarter of Section 30, Township 10, Range 24: thence West to the West line of Section 30, Township 10, Range 24;

thence North along the West line of Section 30, Township 10, Range 24 to the Northwest corner of Section 30, Township 10, Range 24 said corner also being the Southwest corner of Section 19, Township 10, Range 24;

thence North along the West line of Section 19, Township 10, Range 24 to the Northwest corner of Section 19, Township 10, Range 24;

thence East along the North line of Section 19, Township 10, Range 24 to the center of the North line of the Northwest Quarter of Section 19, Township 10, Range 24 said line also being the South line of the Southwest Quarter of Section 18, Township 10, Range 24;

thence North to the East-West Centerline of Section 18, Township 10, Range 24;

thence West along the East-West centerline to the center of West line of Section 18, Township 10, Range 24;

thence North along the West line of Section 18, Township 10, Range 24 to the Northwest corner of Section 18, Township 10, Range 24 said corner also being the Southwest corner of Section 7, Township 10, Range 24;

thence North along the West line of Section 7, Township 10, Range 24 to its intersection with the centerline of Interstate Highway 435;

thence Northeasterly along the centerline of Interstate Highway 435 to its intersection with the right bank of the Missouri River;

thence continuing in a Southeasterly direction along the right bank of the Missouri River to its intersection with the South line if Section 17, Township 10, Range 24, said line also being the North line of Section 20, Township 10, Range 24;

thence continuing in a Southeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 20, Township 10, Range 24, said line also being the West line of Section 21, Township 10, Range 24;

thence continuing East along the right bank of the Missouri River to its intersection with the East line if Section 21, Township 10, Range 24, said line also being the West line of Section 22, Township 10, Range 24;

thence continuing East along the right bank of the Missouri River to its intersection with the East line if Section 22, Township 10, Range 24, said line also being the West line of Section 23, Township 10, Range 24;

thence in a Northeasterly direction along the right bank of the Missouri River to the North line if Section 23, Township 10, Range 24, said line also being the South line of Section 14, Township 10, Range 24;

thence continuing in a Northeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 14, Township 10, Range 24, said line also being the West line of Section 13, Township 10, Range 24;

thence continuing in a Northeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 13, Township 10, Range 24, said line also being the West line of Section 18, Township 10, Range 25;

thence continuing in an East and Southerly direction along the right bank of the Missouri River to its intersection with the South line if Section 18, Township 10, Range 25, said line also being the North line of Section 19, Township 10, Range 25;

thence continuing South along the right bank of the Missouri River to its intersection with the South line if Section 19, Township 10, Range 25, said line also being the North line of Section 30, Township 10, Range 25;

thence in a Southeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 30, Township 10, Range 25, said line also being the West line of Section 29, Township 10, Range 25;

thence continuing Easterly along the right bank of the Missouri River to its intersection with the Centerline of Interstate Highway 635;

thence South along the centerline of Interstate Highway 635 to its intersection with the left bank of the Kansas River;

thence Southeasterly along the left bank of the Kansas River to its intersection with the East line of Section 18, Township 11, Range 25, said line also being the West line of Section 17, Township 11, Range 25;

thence continuing Southeasterly along the left bank of the Kansas River to its intersection with the South line of Section 17, Township 11, Range 25, said line also being the North line of Section 20, Township 11, Range 25;

thence continuing Southeasterly along the left bank of the Kansas River to its intersection with the East line of Section 20, Township 11, Range 25, said line also being the West line of Section 21, Township 11, Range 25;

thence continuing Easterly along the left bank of the Kansas River to its intersection with the East line of Section 21, Township 11, Range 25, said line also being the West line of Section 22, Township 11, Range 25;

thence continuing Northeasterly along the left bank of the Kansas River to its intersection with the East line of Section 22, Township 11, Range 25, said line also being the West line of Section 23, Township 11, Range 25;

thence continuing Northeasterly along the left bank of the Kansas River to its intersection with the North line of Section 23, Township 11, Range 25, said line also being the South line of Section 14, Township 11, Range 25;

thence continuing Northerly along the left bank of the Kansas River to its intersection with the centerline of Kansas Avenue;

thence Easterly along the centerline of Kansas Avenue to its intersection of the Kansas and Missouri State line;

thence South along the Kansas and Missouri State Line to the point of beginning,

all in Wyandotte County, Kansas.

Legal Description for NRA Area 2

Beginning at the intersection of the Kansas and Missouri State line and the Wyandotte-Johnson County line said point being the Southeast corner of Section 35, Township 11, Range 25;

thence West along Wyandotte-Johnson County Line to the Southwest Corner of Section 33, Township 11, Range 25 said point being the intersection of 47th Avenue (County Line Road) and 18th Street Extended;

thence North along the west line of Section 33, Township 11, Range 25 to 18th Street;

thence continuing North on 18th Street to the Burlington Northern and Santa Fe Railroad tracks;

thence Southwesterly along the centerline of the tracks of the Burlington Northern and Santa Fe Railroad to the West line of the Southeast Quarter of Section 32, Township 11, Range 25;

thence North along the West line of the Southeast Quarter of Section 32, Township 11, Range 25 to the centerline of Merriam Lane;

thence Northeasterly along the centerline of Merriam Lane to its intersection with centerline of 26th Street;

thence Northerly along the centerline of 26th Street to the point where it ends said point being Woodend Road;

thence continuing North along the centerline of the extension of 26th Street to its intersection with North right-of-way line of Shawnee Drive;

thence Westerly along the North right-of-way line of Shawnee Drive to the Southwest corner of EDWARD STEELE SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of EDWARD STEELE SUBDIVISION to the Northwest corner of EDWARD STEELE SUBDIVISION;

thence East along the North line of EDWARD STEELE SUBDIVISION to the Southeast corner of KERRYCREEK, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the East line of KERRYCREEK to centerline of Steele Road;

thence West along the centerline of Steele Road to the point where Steel Road ends;

thence continuing west along the extension of Steele Road to its intersection of the line dividing Range 24 and Range 25;

thence North along said range line to its intersection with centerline of Swartz Road;

thence West along the centerline of Swartz Road, 1/16 mile;

thence North to the centerline of Probst Road;

thence East along the centerline of Probst Road;

thence North to the centerline of Speaker Road;

thence West along the centerline of Speaker Road, 1/10 of a mile;

thence North to the Centerline of the Kansas River;

thence Westerly along the Centerline of the Kansas River to the South line of Section 12, Township 11, Range 24 said line also being the North line of Section 13, Township 11, Range, 24;

thence continuing Southwesterly along the Centerline of the Kansas River to the West line of Section 13, Township 11, Range 24 said line also being the East line of Section 14, Township 11, Range, 24;

thence continuing Southwesterly along the Centerline of the Kansas River to the centerline of line of Section 14, Township 11, Range 24;

thence North along the centerline of Section 14, Township 11, Range 24, to its intersection with the centerline of 59th Lane;

thence Westerly and Northerly along the centerline of 59th Lane approximately 3,300 feet to its intersection with South right-of-way line of Interstate Highway 70;

thence West along the South right-of-way line of Interstate Highway 70 approximately 1/4 of a mile to the West line of Section 11, Township 11, Range 24 said line also being the East line of Section 10, Township 11, Range 24;

thence North along the East line of Section 10, Township 11, Range 24, to the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 10, Township 11, Range 24;

thence West 1/4 mile;

thence North 1/2 mile;

thence West 1/2 mile;

thence South 1/4 mile;

thence West 3,960 feet;

thence South 1/2 mile to the center of Section 9, Township 11, Range 24;

thence East approximately 1,650 feet;

thence South 330 feet;

thence West 792 feet;

thence South 990 feet;

thence east 792 feet to the intersection of the South line of Interstate Highway 70 and 72nd Street;

thence South along the centerline of 72nd Street to the point where it ends;

thence continuing South along the Southerly prolongation of the centerline of 72nd Street to centerline of the Kansas River;

thence Southwesterly along the centerline of the Kansas River to the South line of Section 21, Township 11, Range 24 said line also being the North line of Section 28, Township 11, Range 24;

thence continuing Southwesterly along the centerline of the Kansas River to the West line of Section 28, Township 11, Range 24 said line also being the East line of Section 29, Township 11, Range 24;

thence continuing Southwesterly along the e centerline of the Kansas River and its intersection with the East-West centerline of Section 29, Township 11, Range 24

thence West along said East-West centerline Section 29, Township 11, Range 24 to the Center of Section 29, Township 11, Range 24;

thence North along the North-South centerline of Section 29, Township 11, Range 24 to its intersection with the North line of Section 29, Township 11, Range 24 said line also being the South line of Section 20, Township 11, Range 24;

thence continuing North along the North-South centerline of Section 20, Township 11, Range 24 to the center of Section 20, Township 11, Range 24;

thence West along the East-West centerline of Section 20, Township 11, Range 24 to its intersection with the West line of Section 20, Township 11, Range 24;

thence North along the West line of Section 20, Township 11, Range 24 to the Northwest corner of Section 20, Township 11, Range 24;

thence East along the North line of Section 20, Township 11, Range 24 to the center of the North line of the Northwest Quarter Section of Section 20, Township 11, Range 24 said corner also being the center of the South line of the Southwest Quarter Section of Section 17, Township 11, Range 24;

thence North to the North line of Section 17, Township 11, Range 24 said line also being the south line of Section 8, Township 11, Range 24;

thence West along the South line of Section 8, Township 11, Range 24 to the Southeast corner of Section 8, Township 11, Range 24 said corner also being the Southwest corner of Section 7, Township 11, Range 24;

thence West along the South line of Section 7, Township 11, Range 24 to the Southwest corner of Section 7, Township 11, Range 24;

thence North along the West line of Section 7, Township 11, Range 24 to the Northwest corner of Section 7, Township 11, Range 24 said point also being the Southwest corner of Section 6, Township 11, Range 24;

thence North along the West line of Section 6, Township 11, Range 24 to the Northwest corner of Section 6, Township 11, Range 24 said point also being the Northeast corner of Section 1, Township 11, Range 23;

Thence West along the North line of Section 1, Township 11, Range 23 to its intersection with the centerline of Interstate Highway 435;

thence Northerly along the centerline of Interstate Highway 435 to a point that intersects the North-South centerline of Section 35, Township 10, Range 23;

thence North along the North-South centerline of Section 35, Township 10, Range 23 to the center of Section 35, Township 10, Range 23;

thence East along the East-West centerline of Section 35, Township 10, Range 23 to the center of the East line of Section 35, Township 10, Range 23 said line also being the West line of Section 36, Township 10, Range 23;

thence East along the East-West centerline of Section 36, Township 10, Range 23 to the center of Section 36, Township 10, Range 23;

thence North along the North-South centerline of Section 36, Township 10, Range 23 to the center of the North line of Section 36, Township 10, Range 23;

thence East along the North line of Section 36, Township 10, Range 23 to the Northeast corner of Section 36, Township 10, Range 23 said corner also being the Southeast corner of Section 25, Township 10, Range 23;

thence North along the East line of Section 25, Township 10, Range 23 to the center of the East line of Section 25, Township 10, Range 23 said line also being the West line of Section 30, Township 10, Range 24;

thence East along the East-West centerline of Section 30, Township 10, Range 24 to the center of the South line of Northwest Quarter of Section 30, Township 10, Range 24;

thence North to the center of the Northwest Quarter of Section 30, Township 10, Range 24: thence West to the West line of Section 30, Township 10, Range 24;

thence North along the West line of Section 30, Township 10, Range 24 to the Northwest corner of Section 30, Township 10, Range 24 said corner also being the Southwest corner of Section 19, Township 10, Range 24;

thence North along the West line of Section 19, Township 10, Range 24 to the Northwest corner of Section 19, Township 10, Range 24;

thence East along the North line of Section 19, Township 10, Range 24 to the center of the North line of the Northwest Quarter of Section 19, Township 10, Range 24 said line also being the South line of the Southwest Quarter of Section 18, Township 10, Range 24;

thence North to the East-West Centerline of Section 18, Township 10, Range 24;

thence West along the East-West centerline to the center of West line of Section 18, Township 10, Range 24;

thence North along the West line of Section 18, Township 10, Range 24 to the Northwest corner of Section 18, Township 10, Range 24 said corner also being the Southwest corner of Section 7, Township 10, Range 24;

thence North along the West line of Section 7, Township 10, Range 24 to its intersection with the centerline of Interstate Highway 435;

thence Northeasterly along the centerline of Interstate Highway 435 to its intersection with the right bank of the Missouri River;

thence continuing in a Southeasterly direction along the right bank of the Missouri River to its intersection with the South line if Section 17, Township 10, Range 24, said line also being the North line of Section 20, Township 10, Range 24;

thence continuing in a Southeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 20, Township 10, Range 24, said line also being the West line of Section 21, Township 10, Range 24;

thence continuing East along the right bank of the Missouri River to its intersection with the East line if Section 21, Township 10, Range 24, said line also being the West line of Section 22, Township 10, Range 24;

thence continuing East along the right bank of the Missouri River to its intersection with the East line if Section 22, Township 10, Range 24, said line also being the West line of Section 23, Township 10, Range 24;

thence in a Northeasterly direction along the right bank of the Missouri River to the North line if Section 23, Township 10, Range 24, said line also being the South line of Section 14, Township 10, Range 24;

thence continuing in a Northeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 14, Township 10, Range 24, said line also being the West line of Section 13, Township 10, Range 24;

thence continuing in a Northeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 13, Township 10, Range 24, said line also being the West line of Section 18, Township 10, Range 25;

thence continuing in an East and Southerly direction along the right bank of the Missouri River to its intersection with the South line if Section 18, Township 10, Range 25, said line also being the North line of Section 19, Township 10, Range 25;

thence continuing South along the right bank of the Missouri River to its intersection with the South line if Section 19, Township 10, Range 25, said line also being the North line of Section 30, Township 10, Range 25;

thence in a Southeasterly direction along the right bank of the Missouri River to its intersection with the East line if Section 30, Township 10, Range 25, said line also being the West line of Section 29, Township 10, Range 25;

thence continuing Easterly along the right bank of the Missouri River to its intersection with the Centerline of Interstate Highway 635;

thence South along the centerline of Interstate Highway 635 to its intersection with the left bank of the Kansas River;

thence Southeasterly along the left bank of the Kansas River to its intersection with the East line of Section 18, Township 11, Range 25, said line also being the West line of Section 17, Township 11, Range 25;

thence continuing Southeasterly along the left bank of the Kansas River to its intersection with the South line of Section 17, Township 11, Range 25, said line also being the North line of Section 20, Township 11, Range 25;

thence continuing Southeasterly along the left bank of the Kansas River to its intersection with the East line of Section 20, Township 11, Range 25, said line also being the West line of Section 21, Township 11, Range 25;

thence continuing Easterly along the left bank of the Kansas River to its intersection with the East line of Section 21, Township 11, Range 25, said line also being the West line of Section 22, Township 11, Range 25;

thence continuing Northeasterly along the left bank of the Kansas River to its intersection with the East line of Section 22, Township 11, Range 25, said line also being the West line of Section 23, Township 11, Range 25;

thence continuing Northeasterly along the left bank of the Kansas River to its intersection with the North line of Section 23, Township 11, Range 25, said line also being the South line of Section 14, Township 11, Range 25;

thence continuing Northerly along the left bank of the Kansas River to its intersection with the centerline of Kansas Avenue;

thence Easterly along the centerline of Kansas Avenue to its intersection of the Kansas and Missouri State line;

thence South along the Kansas and Missouri State Line to the point of beginning,

all in Wyandotte County, Kansas.

Legal Description for NRA Area 3

Beginning at the centerline of the Kansas River and its intersection with the East-West centerline of Section 29, Township 11, Range 24;

thence West along said East-West centerline Section 29, Township 11, Range 24 to the Center of Section 29, Township 11, Range 24;

thence North along the North-South centerline of Section 29, Township 11, Range 24 to its intersection with the North line of Section 29, Township 11, Range 24 said line also being the South line of Section 20, Township 11, Range 24;

thence continuing North along the North-South centerline of Section 20, Township 11, Range 24 to the center of Section 20, Township 11, Range 24;

thence West along the East-West centerline of Section 20, Township 11, Range 24 to its intersection with the West line of Section 20, Township 11, Range 24 said line also being the East line Section 19, Township 11, Range 24;

thence North along the East line of Section 19, Township 11, Range 24 to the to the Northeast corner of Section 19, Township 11, Range 24 said point also being the Southwest corner of Section 17, Township 11, Range 24;

thence East along the South line of Section 17, Township 11, Range 24 to the center of the South line of the Southwest Quarter Section of Section 17, Township 11, Range 24;

thence North to the North line of Section 17, Township 11, Range 24;

thence West along the North line of Section 17, Township 11, Range 24 to the Northwest corner Section 17, Township 11, Range 24 said point also being the Northeast corner of Section 18, Township 11, Range 24;

thence continuing West along the North line of Section 18, Township 11, Range 24 to the Northwest corner Section 18, Township 11, Range 24;

thence continuing South along the West line of Section 18, Township 11, Range 24 to the Southwest corner Section 18, Township 11, Range 24 said point also being the Northwest corner of Section 19, Township 11, Range 24;

thence continuing South along the West line of Section 19, Township 11, Range 24 to the Southwest corner Section 19, Township 11, Range 24 said point also being the Northwest corner of Section 30, Township 11, Range 24;

thence continuing South along the West line of Section 30, Township 11, Range 24 to the North right-of-way line of Kansas Highway No. 32;

thence in a easterly direction along the North right-of-way line of Kansas Highway No. 32 to its intersection with the North-South centerline of Section 30, Township 11, Range 24;

thence south along the North-South centerline of Section 30, Township 11, Range 24 to the South line Section 30, Township 11, Range 24 said line also being the North line of Section 31, Township 11, Range 24;

thence south along the North-South centerline of Section 31, Township 11, Range 24 to its intersection with the centerline of the Kansas River;

thence Northeasterly along the centerline of the Kansas River to the point of beginning;
all in Wyandotte County, Kansas.

Legal Description for NRA 2 State Avenue East Corridor

Beginning at the intersection of the South right-of-way line of State Avenue and the East right-of-way line of 57th Street;

thence South along the East right-of-way line of 57th Street to a point 487 feet South of the South right-of-way line of State Avenue;

thence East to the Southwest corner of Lot 1 AHEARN'S CORNER a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence East along the South line of Lots 1 and 2 AHEARN'S CORNER to the Southeast corner of Lot 2 AHEARN'S CORNER said corner being on the West right-of-way line of 55th Street;

thence East to the East right-of-way line of 55th Street;

thence North along the East right-of-way line of 55th Street to a point 310.96 feet South of the South right-of-way line of State Avenue;

thence East 433.73 feet;

thence North to a point 79 feet South of the South right-of-way line of State Avenue;

thence East to the West right-of-way line of 54th Street;

thence East to the East right-of-way line of 54th Street;

thence North along the East right-of-way line of 54th Street to a point 147.92 feet South of the South right-of-way line of State Avenue;

thence East to the West line of Lot 2 LENOX FARMS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line to the Southwest corner of Lot 2 LENOX FARMS;

thence East along the South line of Lot 1 and 2 LENOX FARMS to the Southeast corner of Lot 1 LENOX FARMS said corner being on the West line of Lot 9 THE ALDEN FARMS a subdivision of land in Kansas City, Wyandotte County, Kansas:

thence South along the West line of Lot 9 THE ALDEN FARMS to the Southwest corner of Lot 9 THE ALDEN FARMS;

thence East along the South line of Lot 9 THE ALDEN FARMS to the Southeast corner of Lot 9 THE ALDEN FARMS;

thence North along the East line of Lot 9 THE ALDEN FARMS to the Northeast corner of Lot 9 THE ALDEN FARMS said corner also being the Southwest corner of Lot 15 THE ALDEN FARMS;

thence East along the South line of Lots 13 through 15 THE ALDEN FARMS to the Southeast corner of Lot 13 THE ALDEN FARMS said corner also being on the East right-of-way line 52nd Street;

thence East to the Southwest corner of Lot 1 THE ALDEN FARMS;

thence East along the South line of Lot 1 THE ALDEN FARMS to the Southeast corner of Lot 1 THE ALDEN FARMS;

thence South to the North right-of-way line of Muncie Drive;

thence Northeasterly along the North right-of-way line of Muncie Drive to the North right-of-way line of Armstrong Avenue;

thence East along the North right-of-way line of Armstrong Avenue to the West right-of-way line of 48th Street;

thence North along the West right-of-way line of 48th Street to the North right-of-way line of Minnesota Avenue;

thence East along the North right-of-way line of Minnesota Avenue to the East right-of-way line of 47th Terrace;

thence Southeasterly along the East right-of-way line of 47th Terrace to the South right-of-way line of Ann Avenue;

thence West 151 feet along the South right-of-way line of Ann Avenue;

thence South 297 feet:

thence East 359 feet to the West right-of-way line of 47th Street;

thence East to the East right-of-way line of 47th Street:

thence South along the East right-of-way line of 47th Street to the North right-of-way line of Orville Ave:

thence East along the North right-of-way line of to the West right-of-way line of Interstate 635;

thence Northerly along the West right-of-way line of Interstate 635 to a point 549.57 feet North and 987 feet East of the Southwest corner of Section 6 Township 11 Range 25;

thence North 110.43 feet;

thence East 69 feet;

thence North to the South right-of-way line of Everett Avenue;

thence West along the South right-of-way line of Everett Avenue to a point 160 feet East of the East right-of-way line of 47th Street;

thence South to a point 312.5 feet South of the South right-of-way line of Everett Avenue

thence West 100 feet to the East right-of-way line of 47th Street;

thence West to the West right-of-way line of 47th Street said line also being the East line of COMBS PARK a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of COMBS PARK to the Northeast corner of Lot 14 COMBS PARK;

thence West along the North line of Lot 14 COMBS PARK to the Northwest corner of Lot 14 COMBS PARK said corner also being on the East line of Lot 15 COMBS PARK;

thence North along the East line of Lot 15 COMBS PARK to the Northeast corner of Lot 15 COMBS PARK;

thence Westerly along the North line of Lot 15 COMBS PARK to the Northwest corner of Lot 15 COMBS PARK;

thence South 110 feet along the West line of Lot 15 COMBS PARK;

thence West 60 feet:

thence North to the North line of Lot 16 COMBS PARK;

thence West to the East line of Lot 19 COMBS PARK;

thence Northeast along the East line of Lot 19 COMBS PARK to the Northwest corner of Lot 19 COMBS PARK said point also being the Southeast corner of Lot 35 COMBS PARK;

thence North along the East line of Lot 35 COMBS PARK to the Northeast corner of Lot 25 COMBS PARK:

thence East along the North line of Lot 35 COMBS PARK to the Northwest corner of Lot 35 COMBS PARK;

thence South along the West line of Lot 35 COMBS PARK to the Southwest corner of Lot 35 COMBS PARK said corner being on the East right-of-way line of 48th Terrace;

thence East to the West right-of-way line of 48th Terrace;

thence South along the West right-of-way line of 48th Terrace to a point 65 feet North of the Southwest corner of Lot 39 COMBS PARK;

thence West to the East line of Lot 47 COMBS PARK;

thence North along the East line of Lot 47 COMBS PARK to the Northeast corner of Lot 47 COMBS PARK;

thence West along the North line of Lot 47 COMBS PARK to the Northwest corner of Lot 47 COMBS PARK said corner also being on the East right-of-way line of 49th Street;

thence West to the Southeast corner of Lot 51 COMBS PARK;

thence North along the east line of Lot 51 COMBS PARK to the Northeast corner of Lot 51 COMBS PARK;

thence West along the North lint of Lot 51 COMBS PARK to the Northwest corner of Lot 51 COMBS PARK;

thence South along the West line of Lot 51 COMBS PARK to the Southwest corner of Lot 51 COMBS PARK said corner also being the Northeast corner of Lot 58 COMBS PARK;

thence West along the North line of Lot 58 COMBS PARK to the Northwest corner of Lot 58 COMBS PARK;

thence 180 feet South along the West line of Lots 58 and 59 COMBS PARK;

thence West to the West line of 50th Street said line also being the East line of Lot 71 COMBS PARK;

thence Northwesterly along the East line of lots 71 through 73 to a point 8 feet North of the Southeast corner of Lot 73 COMBS PARK;

thence West to the West line of Lot 73 COMBS PARK said line also being the East line of Lot A VILLANOVO a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the East line of Lot A VILLANOVO to the Northeast corner of Lot A VILLANOVO;

thence West along the North line of Lot A VILLANOVO to the Northwest corner of Lot A VILLANOVO;

thence South along the West line of Lot A VILLANOVO to the Southwest corner of Lot A VILLANOVO;

thence West to the West right-of-way line of 50th Place;

thence Northwesterly 312 feet more or less along the right-of-way line of 50th Place;

thence West 348.73 feet;

then North 343.35 feet to the South right-of-way line of Nebraska Avenue;

thence Southwesterly along the South right-of-way line of Nebraska Avenue 429.85 feet;

thence South 188.9 feet:

thence West 293 feet to the Northeast corner of Lot 2 REIDY RIDGE a subdivision of land in Kansas City, Wyandotte County, Kansas;
thence West along North line of Lot 2 REIDY RIDGE to the Northwest corner of Lot 2 REIDY RIDGE;

thence South along the West line of Lot 2 REIDY RIDGE to a point 160 feet North of the North right-of-way line of State Avenue;

thence West 150 feet;

thence North to a point 309.38 feet North of the North right-of-way line of State Avenue;

thence West to the East right-of-way line of 55th Street;

thence West to the West right-of-way line of 55th Street;

thence North along the West right-of-way line of 55th Street to a point 532 feet more or less North of the North right-of-way line of State Avenue;

thence Northwest 539.13 feet;

thence Southwest 457.97 feet;

thence South 117.7 feet;

thence Southwest 39.74 feet;

thence Southeasterly 69.75 feet;

thence West 207.71 feet to the East right-of-way line of Meadowlark Lane;

thence South along the East right-of-way line of Meadowlark Lane to the North right-of-way line of State Avenue;

thence South to the point of beginning.

Legal Description for NRA Area 2 State Avenue Corridor

Beginning at the Southwest corner of Southeast Quarter of Section 5, Township 11, Range 24, said point being on the intersection of 82nd Street and State Avenue;

thence North to the North right-of-way line of State Avenue;

thence East along the North right-of-way line of State Avenue to the Southwest corner of WESTFIELD GREEN, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West boundary line of WESTFIELD GREEN to the Southwest corner of DEWERCS, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence continuing North 175 feet more or less along the West boundary line of DEWERCS to a point that is due West of the Northwest corner of Lot 7 DEWERCS;

thence east to the Northwest corner of Lot 7 DEWERCS;

thence continuing East along the North boundary line of Lot 7 DEWERCS to the Northeast corner of Lot 7 DEWERCS, said point also being on the West right-of-way line of 79th Street;

thence North along the West right-of-way line of 79th Street to the its intersection with the North right-of-way line of Washington Avenue;

thence East along the North right-of-way line of Washington Avenue to its intersection with the East right of way line of 78th Street;

thence South along the East right-of-way line of 78th Street to a point that is 661.12 feet more or less south of the Northwest corner of the Southwest quarter of the Southwest quarter of Section 4, Township 11, Range 24;

thence East to the West boundary line of WHITE SUB, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West boundary line of WHITE SUB, to the Northwest corner of WHITE SUB;

thence East along the North boundary line of WHITE SUB, to the Northeast corner of WHITE SUB;

thence continuing East to the West boundary line of CANTERBURY MANOR NO 1, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence southeast along the West boundary line of CANTERBURY MANOR NO 1 to the Southwest corner of Block 4 Lot 12 CANTERBURY MANOR NO 1, said point also being on the North right-of-way line of Nebraska Avenue;

thence East along the South boundary line of Block 4 Lot 12 CANTERBURY MANOR NO 1, to the Southeast corner of Block 4 Lot 12 CANTERBURY MANOR NO 1 said point being on the East right-of-way line of 75th Drive;

thence Northeast to the Southwest corner Block 5 Lot 4 CANTERBURY MANOR NO 1;

thence East along the South boundary line of Block 5 Lot 4 CANTERBURY MANOR NO 1, to the Southeast corner of Block 5 Lot 4 CANTERBURY MANOR NO 1 said point being on the West line of the Southeast Quarter of Section 4, Township 11, Range 24;

thence North along the West line of the Southeast Quarter of Section 4, Township 11, Range 24 to the of the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 4, Township 11, Range 24;

thence East along the North line of the Southwest Quarter of the Southeast Quarter of Section 4, Township 11, Range 24 East to a point that is 577 feet more or less East of the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 4, Township 11, Range 24;

thence South to the North right-of-way line of State Avenue;

thence East along the North right-of-way line of State Avenue to the Wyandotte-Delaware Reserve Line;

thence North along the Wyandotte-Delaware Reserve line to a point 434.64 feet North of the South line of Section 4, Township 11, Range 24;

thence East to the West right-of-way line of College Parkway;

thence North along the West right-of-way line of College Parkway to a point 1233.19 feet more or less North of the South line of Section 4, Township 11, Range 24;

thence East to the West right-of-way line of 69th Street;

thence South along the East right-of-way line of 69th street to the North right of way line of State Avenue;

thence West along the North right-of-way line of State Avenue to the northern prolongation of the West right-ofway line of 69th Street;

thence South along the prolongation of the West right-of-way line of 69th Street to the South right-of-way line of State Avenue;

thence West along the South right-of-way line of State Avenue to the Northwest corner of JENKINS STATUTORY REQUIREMENT PLAT;

thence South along the West line of JENKINS STATUTORY REQUIREMENT PLAT, to the Southwest corner of JENKINS STATUTORY REQUIREMENT PLAT, said point being on the East right-of-way line of 74th Drive;

thence West to the intersection of the West right-of-way line of 74th Drive and the North right-of-way line of Armstrong Avenue;

thence West along the North right-of-way line of Armstrong Avenue to the West right-of-way line of 78th Street;

thence North along the West right-of-way of 78th Street to the Northeast corner of WESTRIDGE HEIGHTS, as subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the North boundary line of WESTRIDGE HEIGHTS to Northwest corner of WESTRIDGE HEIGHTS, said point being on the East boundary line of STONY POINT HEIGHTS, a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East boundary line of STONY POINT HEIGHTS to the North right-of-way line of Minnesota Avenue;

thence West along the North right-of-way line of Minnesota Avenue to the centerline of 82nd Street;

thence north along the centerline of 82nd Street to the Point of Beginning.

Legal Description for NRA 2 Leavenworth Road Corridor

Beginning at the intersection of 38th Street and Leavenworth Road;

thence North to the North right-of-way of Leavenworth Road;

thence West along the North right-of-way line of Leavenworth Road to the West right-of-way of 38th Street;

thence North along the West right-of-way of 38th Street 140 feet;

thence West 103.54 feet;

thence North 24 feet;

thence West 67 feet;

thence North 100 feet;

thence West to the Northeast corner of Lot 1 NEIDHARTS SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the North line of Lots 1 and 2 NEIDHARTS SUBDIVISION to the Northwest Corner of Lot 2 NEIDHARTS SUBDIVISION;

thence West 484.5 feet to the Northeast corner of Lot 7 NEIDHARTS SUBDIVISION;

thence West along the North line of Lots 7 and 8 NEIDHARTS SUBDIVISION to the Northwest Corner of Lot 8 NEIDHARTS SUBDIVISION;

thence North along the West line of Lot 9 and 20 NEIDHARTS SUBDIVISION to 427.4 feet;

thence West to the East right-of-way line of 42nd Terrace; thence South along the East right-of-way line of 42nd Terrace 566.4 feet;

thence West to the West right-of-way line of 42nd Terrace;

thence West to the East right-of-way line of 43rd Street;

thence West to the West right-of-way line of 43rd Street said line also being the East line of Lot 1 SEIFERTS ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the East line of Lot 1 SEIFERTS ADDITION to the Northeast corner of Lot 1 SEIFERTS ADDITION;

thence West along the North line of Lots 1 through 3 SEIFERTS ADDITION to the Northwest corner of Lot 3 SEIFERTS ADDITION;

thence North along the West line of SEIFERTS ADDITION to the Southeast corner of Lot 10 SEIFERTS ADDITION;

thence West along the South line of Lot 10 SEIFERTS ADDITION to the Southwest corner of Lot 10 SEIFERTS ADDITION;

thence Northerly along the West line of Lots 10 and 11 SEIFERTS ADDITION to the Northwest corner of Lot 11 SEIFERTS ADDITION;

thence West 281 feet;

thence Northly to the Southeast corner of Lot 10 CUTLER FARMS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the South line of Lot 10 CUTLER FARMS to the Southwest corner of Lot 10 said corner also being the Southeast corner of Tract B WESTERN FIELDS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the South line of Tract B and Lots 17 through 20 to the Southwest corner of Lot 20 WESTERN FIELDS said corner being on the East right-of-way line of 46th Street;

thence West to the West right-of-way line of 46th Street;

thence South along the West right-of-way line of 46th Street to the South right-of-way line of Farrow Avenue;

thence West along the South right-of-way line of Farrow Avenue to the West line of lot 8 LAUREL ACRES a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of Lot 8 LAUREL ACRES to the Southwest corner of Lot 8 LAUREL ACRES said point also being the Northeast corner of Lot 1 LAUREL ACRES;

thence West along the North line of Lot 1 LAUREL ACRES 50 feet;

thence South 104 feet;

thence West to the East right-of-way line of 47th Street;

thence West to the West right-of-way line of 47th Street said line also being the East line of GRAYS ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North 88 feet;

thence West 142 feet;

thence North 50 feet to the North line of Lot 1 GRAYS ADDITION;

thence West along the North line of Lot 1 GRAYS ADDITION to the Northwest corner of Lot 1 GRAYS ADDITION;

thence South 50.8 feet along the West line of Lot 1 GRAYS ADDITION said line also being the East right-of-way line of 47th Terrace;

thence West to the Northeast corner of Lot 9 GRAYS ADDITION;

thence West along the North line of Lot 9 GRAYS ADDITION to the Northwest corner Lot 9 GRAYS ADDITION;

thence North to the North line of Lot 7 GRAYS ADDITION;

thence West along the North line of Lot 7 GRAYS ADDITION to the Northwest corner of Lot 7 GRAYS ADDITION said corner being on the West line of Lot 9 LU ELLA CONNELY ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North to the Northeast corner of Lot 9 LU ELLA CONNELY ADDITION;

thence West along the North line of Lots 4 through 9 LU ELLA CONNELY ADDITION to the Northwest corner of Lot 4 LU ELLA CONNELY ADDITION said corner also being on the East right-of-way line of 49th Street;

thence continuing West to the West right-of-way line of 49th Street;

thence South along the West right-of-way line of 49th Street to the Southeast corner of Lot 7 BLUE LANE ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the South line of Lots 7 through 12 BLUE LANE ADDITION to the Southwest corner of Lot 12 BLUE LANE ADDITION;

thence North along the West line of BLUE LANE ADDITION to the Northwest corner of BLUE LANE ADDITION said corner being on the North line of Lot 1 LU ELLA CONNELY ADDITION;

thence West along the North line of LU ELLA CONNELY ADDITION to the East right-of-way line of 49th Drive; thence West to the West right-of-way line of 49th Drive;

thence Southwest along the West right-of-way line of 49th Drive to a point 173.97 feet Northeast of the North right-of-way line of Leavenworth Road;

thence West 229.02 feet;

thence North to the South line of NOSLEN ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the South line of NOSLEN ADDITION to the Southwest corner of NOSLEN ADDITION;

thence South to the Northwest corner of THE KASTERS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of THE KASTERS to the Southeast corner of THE KASTERS;

thence West along the South line of THE KASTERS to the Southwest corner of THE KASTERS said point begin on the West right-of-way line of 51st Street;

thence West to the East right-of-way line of 51st Street;

thence North along the East right-of-way line of 51st Street to the Southeast corner of BARKER'S ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence Northwest along the South line of BARKER'S ADDITION to the Northeast corner of MILGARDEN a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of MILGARDEN to the Southeast corner of MILGARDEN;

thence West along the South line of MILGARDEN to the Southwest corner of Lot 21 MILGARDEN;

thence North 268.50 feet along the West line of MILGARDEN to the South line of MILGARDEN;

thence West along the South line of MILGARDEN to the Southwest corner of Lot 15 MILGARDEN said point also being the Southeast corner of OSAGE HILLS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the South line of OSAGE HILLS to the Southeast corner of Lot 9 OSAGE HILLS;

thence South along the West line of OSAGE HILLS to the Southeast corner of Lot 14 OSAGE HILLS said point also being on the North right-of-way line of Leavenworth Road;

thence West along the North right-of-way line of Leavenworth Road to the Southeast corner of GLEASON PLACE a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of GLEASON PLACE to the Northeast corner of Lot 10 GLEASON PLACE;

thence West along the North line of Lots 9 through 10 GLEASON PLACE to the Northwest corner of Lot 9 GLEASON PLACE said point being on the East right-of-way line of 54th Street;

thence West to the West right-of-way line of 54th Street said point also being the Northeast corner of HAPPY FOODS SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the North line of HAPPY FOODS SUBDIVISION to the Northwest corner of HAPPY FOODS SUBDIVISION said point being on the East right-of-way line of 55th Street;

thence West to the West right-of-way line of 55th Street;

thence South along the West right-of-way line of 55th Street to a point 160 feet North of the North right-of-way line of Leavenworth Road;

thence West 107.25 feet;

thence North 175 feet;

thence West 220 feet;

thence South 75 feet;

thence West 109.85 feet

thence South 225 feet;

thence West 140 feet to the East right-of-way line of 55th Terrace;

thence West to the West right-of-way line of 55th Terrace;

thence North along the West right-of-way line of 55th Terrace to a point 107.5 feet North of the North right-of-way line of Leavenworth Road;

thence West 227.5 feet to the East right-of-way line for 56th Street;

thence West to the West right-of-way line for 56th Street said line also being the East line of Lot 18 LEON E NELSON'S SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North to a point 110 feet North of the North right-of-way line of Leavenworth Road;

thence West to the West line of Lot 16 LEON E NELSON'S SUBDIVISION;

thence North along the West line of Lot 16 LEON E NELSON'S SUBDIVISION to the Northwest corner of Lot 16 LEON E NELSON'S SUBDIVISION said point being on the South line of Lot 12 LEON E NELSON'S SUBDIVISION;

thence West along the South line of Lots 9, 11, 12 LEON E NELSON'S SUBDIVISION to the Southwest Corner of Lot 9 LEON E NELSON'S SUBDIVISION said point being on the East line of Lot 10 LEON E NELSON'S SUBDIVISION;

thence South along the East line of Lots 10 and 15 LEON E NELSON'S SUBDIVISION to the Southeast corner of Lot 15 LEON E NELSON'S SUBDIVISION;

thence West along the South line of Lot 15 LEON E NELSON'S SUBDIVISION to the Southwest corner of Lot 15 LEON E NELSON'S SUBDIVISION said point being on the East right-of-way line of 57th Street;

thence West to the West right-of-way line of 57th Street said line also being the West line of Lot 14 U S BRENNER'S SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of Lot 14 U S BRENNER'S SUBDIVISION to a point 95 feet North of the Southeast corner of U S BRENNER'S SUBDIVISION;

thence West to the West line of Lot 14 U S BRENNER'S SUBDIVISION;

thence North along the West line of Lot 14 U S BRENNER'S SUBDIVISION to the Northwest corner of U S BRENNER'S SUBDIVISION said point being on the South line of Lot 15 U S BRENNER'S SUBDIVISION;

thence West along the South line of Lots 13 and 15 U S BRENNER'S SUBDIVISION to the Southwest corner of Lot 13 U S BRENNER'S SUBDIVISION said point being on the East right-of-way line of 55th Street;

thence West to the West right-of-way line of 55th Street said line also being the East line of Lot 1 U S BRENNER'S SUBDIVISION;

thence North along the East line of Lot 1 U S BRENNER'S SUBDIVISION to the Northeast corner of Lot 1 U S BRENNER'S SUBDIVISION;

thence West along the North line of Lot 1 U S BRENNER'S SUBDIVISION to the Northwest line of Lot 1 U S BRENNER'S SUBDIVISION;

thence West to the East right-of-way line of 59th Street;

thence West to the West right-of-way line of 59th Street;

thence West to the East line of Lot 2 WESTGATE CENTER a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the East line of Lot 2 WESTGATE CENTER;

thence East 350 feet along the South line of Lot 2 WESTGATE CENTER

thence North 124.25 feet along the West line of Lot 2 WESTGATE CENTER;

thence West along North line of Lot 2 WESTGATE CENTER to the Southeast corner of Lot 1 WESTGATE CENTER;

thence North to the Northeast corner of Lot 1 WESTGATE CENTER;

thence West along the North line of Lot 1 WESTGATE CENTER to the Northwest corner of Lot 1 WESTGATE CENTER;

thence West 300 feet to a point 210.37 feet North of the Northwest corner of Lot 4 WESTGATE CENTER;

thence South 210.37 feet to the Northwest corner of Lot 4 WESTGATE CENTER;

thence South 39.63 feet along West line of Lot 4 WESTGATE CENTER;

thence South 45 degrees 8 minutes 19 West seconds 70.88 feet along the West line of Lot 4 WESTGATE CENTER;

thence South 29 degrees 59 minutes 47 West seconds 167.42 feet along the West line of Lot 4 WESTGATE CENTER;

thence West 25 feet along the West line of Lot 4 WESTGATE CENTER;

thence South 180 feet along West line of Lot 4 WESTGATE CENTER;

thence West 20 feet along the West line of Lot 4 WESTGATE CENTER;

thence West to the East right-of-way line of 61st Street;

thence West to the West right-of-way line of 61st Street;

thence South along the West right-of-way line of 61st Street to the Northeast corner of Lot 1 FRIEDBERG HEIGHTS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the North line of Lots 1 through 3 FRIEDBERG HEIGHTS to the Northwest corner of Lot 3 FRIEDBERG HEIGHTS said corner also being the Northeast corner of Lot 4 FRIEDBERG HEIGHTS;

thence Southwest along the North line of Lot 4 FRIEDBERG HEIGHTS to the Northwest corner of Lot 4 FRIEDBERG HEIGHTS said corner being on the East right-of-way line of May Lane;

thence West to the West right-of-way line of May Lane said line also being the Northeast line of Lot 5 RESURVEY OF FRIEDBERG HEIGHTS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence Northwest along the Northeast line of Lot 5 RESURVEY OF FRIEDBERG HEIGHTS to the North corner of Lot 5 RESURVEY OF FRIEDBERG HEIGHTS;

thence Southwest to the Northwest corner of Lot 5 RESURVEY OF FRIEDBERG HEIGHTS said corner also being the Northeast corner of Lot 4 RESURVEY OF FRIEDBERG HEIGHTS;

thence West along the North line of Lots 3 and 4 RESURVEY OF FRIEDBERG HEIGHTS to the Northwest corner of Lot 3 RESURVEY OF FRIEDBERG HEIGHTS;

thence North along the West line of Lots 1 and 2 RESURVEY OF FRIEDBERG HEIGHTS to the Northwest corner of Lot 1 RESURVEY OF FRIEDBERG HEIGHTS said corner also being on the North Line of Lot 7 FRIEDBERG HEIGHTS;

thence West along the North line of Lots 7 and 8 FRIEDBERG HEIGHTS to the Northwest corner of Lot 8 FRIEDBERG HEIGHTS;

thence South 88 feet along the West line of Lot 8 FRIEDBERG HEIGHTS said line also being the East line of Lot 9 FRIEDBERG HEIGHTS;

thence West to the West line of Lot 9 FRIEDBERG HEIGHTS said line also being the East line of 63rd Street;

thence West to the West line of 63rd Street;

thence South along the West line of 63rd Street to the Northeast corner of Lot 9 SUNSET HILLS ADDITION NO ONE a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the North line of Lots 9 through 28 SUNSET HILLS ADDITION NO ONE to the Northwest corner of Lot 28 SUNSET HILLS ADDITION NO ONE said corner also being the Northeast corner of Lot 79 SUNSET HILLS ADDITION NO THREE a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the North line of Lot 79 SUNSET HILLS ADDITION NO THREE to the Northeast corner of Lot 79 SUNSET HILLS ADDITION NO THREE said corner also being on the East right-of-way line of 66TH Terrace;

thence West to the West right-of-way line of 66th Terrace said line being the East line of Lot 78 SUNSET HILLS ADDITION NO THREE;

thence North along the West line of Lot 78 SUNSET HILLS ADDITION NO THREE to the Northeast corner of Lot 78 SUNSET HILLS ADDITION NO THREE said corner also being the Southeast corner of Lot 77 SUNSET HILLS ADDITION NO THREE;

thence West along the South line of Lot 77 SUNSET HILLS ADDITION NO THREE to the Southwest corner of Lot 77 SUNSET HILLS ADDITION NO THREE said corner also being on the East line of Lot 30 SUNSET HILLS ADDITION NO ONE;

thence South along the East line of Lot 30 SUNSET HILLS ADDITION NO ONE to the Southeast corner of Lot 30 SUNSET HILLS ADDITION NO ONE;

thence West along the South line of Lot 30 SUNSET HILLS ADDITION NO ONE to the Southwest corner of Lot 30 SUNSET HILLS ADDITION NO ONE said corner being on the East right-of-way line of 67th Street;

thence West to the West right-of-way line of 67th Street;

thence North along the West right-of-way line of 67th Street to a point 241 feet North of the North right-of-way line of Leavenworth Road;

thence West 170 feet;

thence South 90 feet;

thence West 136 feet to the East right-of-way line of 67th Terrace;

thence West to the West right-of-way line of 67th Terrace;

thence North along the West right-of-way line of 67th Terrace to a point 190 feet North of the North right-of-way line of Leavenworth Road;

thence West 134 feet;

thence North 32.62 feet;

thence West to the East line of LOUISVILLE SQUARE a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of LOUISVILLE SQUARE to the Northeast corner of Lot 10 LOUISVILLE SQUARE;

thence West along the North line of Lot 10 LOUISVILLE SQUARE to the Northwest corner of Lot 10 LOUISVILLE SQUARE said corner also being on the East right-of-way line of 68th Terrace;

thence West to the West right-of-way line of 68th Terrace;

thence South along the West right-of-way line of 68th Terrace to the Northeast corner of Lot 9 LOUISVILLE SQUARE;

thence West along the North line of Lot 9 LOUISVILLE SQUARE to the Northwest corner of Lot 9 LOUISVILLE SQUARE;

thence West 15 feet;

thence North to a point 337 feet North of the North right-of-way line of Leavenworth Road;

thence West 664 feet to the East line of J L SARTIN'S SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of J L SARTIN'S SUBDIVISION to the Northeast corner of Lot 3 J L SARTIN'S SUBDIVISION;

thence West 175 feet;

thence North 117.6 feet;

thence West 175 feet;

thence South 117.6 feet;

thence West 140 feet;

thence South 107.5 feet;

thence West to the East right-of-way line of 70th Terrace;

thence West to the West right-of-way line of 70th Terrace;

thence North to a point 242 feet North of the North right-of-way line of Leavenworth Road;

thence West 267.17 feet;

thence North 30 feet;

thence West 130 feet to the East right-of-way line of 71st Terrace;

thence West to the West right-of-way line of 71st Terrace said line being the East line of Block 2 Lot 6 VANCE a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence West along the North line of Block 2 Lot 6 VANCE to the Northwest corner of Block 2 Lot 6 VANCE said point being on the East line of the unimproved STREET right-of-way between Blocks 1 and 2 VANCE;

thence West to the West line of the unimproved STREET right-of-way between Blocks 1 and 2 VANCE said line also being the East line of Block 1 VANCE;

thence South along the East line of Block 1 VANCE to the Northeast corner of Block 1 Lot 13 VANCE;

thence West along the North line of Block 1 Lot 13 VANCE to the Northwest corner of Block 1 Lot 13 VANCE said corner also being the Southeast corner of Block 1 Lot 6 VANCE;

thence North along the East line of Block 1 Lot 6 VANCE to the Northeast corner of Block 1 Lot 6 VANCE;

thence West along the North line of Block 1 Lot 6 VANCE to the Northwest corner of Block 1 Lot 6 VANCE said corner also being on the East right-of-way line of 72nd Street;

thence West to the West right-of-way line of 72nd Street;

thence North along the West right-of-way line of 72nd Street to a point 465.62 feet North of the North right-of-way line of Leavenworth Road;

thence Westerly 301.02 feet;

thence North 314.37 feet to the South line of Lot 27 WASHINGTON HEIGHTS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence Southerly along the South line of Lots 27, 28 and 31 WASHINGTON HEIGHTS to the Southwest corner of Lot 31 WASHINGTON HEIGHTS said corner being on the South right-of-way line of Farrow Avenue;

thence Southerly along the South right-of-way line of Farrow Avenue to the East right-of-way line of 75th Street;

thence West to the West right-of-way line of 75th Street;

thence North 1286.5 feet;

thence West 653 feet;

thence South 705 feet;

thence West 332.13 feet;

thence South 185.3 feet;

thence West 75 feet;

thence South 100 feet;

thence West to the East right-of-way line of 77th Street;

thence South along the East right-of-way line of 77th Street to the North right-of-way line of Leavenworth Road;

thence South to the intersection of the East right-of-way line of 77th Street and the South right-of-way line of Leavenworth Road;

thence South along the East right-of-way line of 77th Street to a point 200 feet South of the South right-of-way line of Leavenworth Road;

thence East to the West line of MELODY APRIL ESTATES a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of MELODY APRIL ESTATES to the Northwest corner of MELODY APRIL ESTATES;

thence East along the North line of Lots 7 through 13 MELODY APRIL ESTATES to the Northeast corner of Lot 13 MELODY APRIL ESTATES;

thence East to the West right-of-way line of 75th Terrace;

thence East to the East right-of-way line of 75th Terrace said line also being the West line lot 47 LILLIE HEIGHTS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of Lot 47 LILLIE HEIGHTS to a point 125 South of the South right-of-way line of Leavenworth Road;

thence East 141 feet to the East line of Lot 48 LILLIE HEIGHTS;

thence South along the East line of Lots 45, 46 and 48 LILLIE HEIGHTS to the Southeast corner of Lot 45 LILLIE HEIGHTS;

thence East 99 Feet;

thence North 399 feet;

thence East 66 feet to the West line of Lot 1 MALLOTT'S 1ST SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of Lot 1 MALLOTT'S 1ST SUBDIVISION to the Southwest corner of Lot 1 MALLOTT'S 1ST SUBDIVISION;

thence East along the South line of Lots 1 and 2 MALLOTT'S 1ST SUBDIVISION to the Southeast corner of Lot 2 MALLOTT'S 1ST SUBDIVISION said corner being on the West right-of-way line of 74th Terrace;

thence East to the Northwest corner of Lot 3 MALLOTT'S 1ST SUBDIVISION HEIGHTS;

thence East along the South line of Lots 3 and 4 MALLOTT'S 1ST SUBDIVISION to the Southeast corner of Lot 3 MALLOTT'S 1ST SUBDIVISION said point being on the West right-of-way line of 74th Street;

thence East to the East right-of-way line of 74th Street;

thence North along the East right-of-way line of 74th Street to the Northwest corner of Lot 1 WASHINGTON COURT a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence East along the North line of Lot 1 WASHINGTON COURT to the Northeast corner of WASHINGTON COURT;

hence South 121.87 feet along the East line of Lots 1 and 2 WASHINGTON COURT to the North line of Lot 4 WASHINGTON COURT;

thence West along the North line of Lot 4 and 5 WASHINGTON COURT to the Northeast corner of Lot 5 WASHINGTON COURT set corner being on the West line of Lot 34 MALLOTT'S 1ST SUBDIVISION;

thence North along the West line of Lot 34 MALLOTT'S 1ST SUBDIVISION to the Northwest corner of Lot 34 MALLOTT'S 1ST SUBDIVISION said corner also being the Southwest corner of Lot 35 MALLOTT'S 1ST SUBDIVISION;

thence East along the South line of Lot 35 MALLOTT'S 1ST SUBDIVISION to the Southeast corner of Lot 35 MALLOTT'S 1ST SUBDIVISION said corner being on the West right-of-way line of 73rd Place;

thence East to the Southwest corner of Lot 36 MALLOTT'S 1ST SUBDIVISION;

thence East along the South line of Lots 36 and 37 MALLOTT'S 1ST SUBDIVISION to the Southeast corner of Loy 37 MALLOTT'S 1ST SUBDIVISION; thence South to a point 384 feet South of the South right-of-way line of Leavenworth Road;

thence East 90 feet to the West line of Lot 7 WASHINGTON VIEW a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of Lots 5 and 7 WASHINGTON VIEW to the Southwest corner of lot 1 WASHINGTON VIEW;

thence East along the South line of Lots 1 and 2 WASHINGTON VIEW to the Southeast corner of Lot 2 WASHINGTON VIEW said corner being the West right-of-way line of 73rd Street;

thence East to the Southwest corner of Lot 3 WASHINGTON VIEW;

thence East along the South line of Lot 3 and 4 WASHINGTON VIEW to the Southeast corner of Lot 4 WASHINGTON VIEW;

thence South to a point 453.3 feet South of the South right-of-way line of Leavenworth Road;

thence East 270 feet;

thence North to a point 143.51 feet South of the South right-of-way line of Leavenworth Road;

thence East to the West right-of-way line of 72nd Street;

thence East to the East right-of-way line of 72nd Street said line being on the West line of Lot 1 FAIR PLACE ESTATES a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of Lot 1 FAIR PLACE ESTATES to the Southwest corner of FAIR PLACE ESTATES;

thence East along the South line of Lot 1 FAIR PLACE ESTATES to the Southeast corner of Lot 1 FAIR PLACE ESTATES;

thence South to the North right-of-way line of Roswell Avenue;

thence East along the North right-of-way line of Roswell Avenue 217.8 feet;

thence North to a point 178.87 feet South of the South right-of-way line of Leavenworth Road;

thence East to the West right-of-way line of 71st Street;

thence East to the East right-of-way line of 71st Street;

thence South along the East right-of-way line of 71st Street to the Northwest corner of Lot 4 MIROS HEIGHTS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence East 165 feet;

thence North along the West line of Lots 3 and 4 MIROS HEIGHTS to the Northwest corner of Lot 3 MIROS HEIGHTS;

thence East along the North line of Lot 3 MIROS HEIGHTS to the Northeast corner of Lot 3 MIROS HEIGHTS said corner being on the West right-of-way line of 70th Terrace;

thence East to the Southwest corner of Lot 32 MIROS HEIGHTS;

thence East along the South line of Lots 29 through 32 MIROS HEIGHTS to the Southeast corner of Lot 29 MIROS HEIGHTS said corner being on the West right-of-way line of 70th Street;

thence East to the East right-of-way line of 70th Street said line also being the East line of Lot 27 MIROS HEIGHTS;

thence North along the East line of Lot 27 MIROS HEIGHTS to the Northwest corner of Lot 27 MIROS HEIGHTS;

thence East along the North line of Lot 27 MIROS HEIGHTS to the Northeast corner of Lot 27 MIROS HEIGHTS;

thence South along the East line of Lots 27 and 26 MIROS HEIGHTS to a point 217.5 feet South of the South right-of-way line of Leavenworth Road;

thence East 105 feet;

thence North to a point 127.5 feet South of the South right-of-way line of Leavenworth Road;

thence East to the East right-of-way line of 69th Street;

thence East to the West right-of-way line of 69th Street said line also being the West line of Lot 5 MALLOTT'S 2ND SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of Lot 5 MALLOTT'S 2ND SUBDIVISION to the Southwest corner of Lot 5 MALLOTT'S 2ND SUBDIVISION;

thence East along the South line of Lots 4 and 5 MALLOTT'S 2ND SUBDIVISION to the Southeast corner of Lot 4 MALLOTT'S 2ND SUBDIVISION said corner being on the West line of Lot 3 MALLOTT'S 2ND SUBDIVISION;

thence South along the West line of Lot 3 MALLOTT'S 2ND SUBDIVISION to the Southwest corner Lot 3 MALLOTT'S 2ND SUBDIVISION;

thence East along the South line of Lots 1 through 3 MALLOTT'S 2ND SUBDIVISION to the Southeast corner of Lot 1 MALLOTT'S 2ND SUBDIVISION said corner also being on the North line of Malott Cemetery MALLOTT'S 2ND SUBDIVISION;

thence East along the North line of Malott Cemetery MALLOTT'S 2ND SUBDIVISION to the Northeast corner of Malott Cemetery MALLOTT'S 2ND SUBDIVISION;

thence East 396 feet;

thence North to a point 227.5 feet South of the South right-of-way line of Leavenworth Road;

thence East to the West right-of-way line of 67th Street;

thence East to the East right-of-way line of 67th Street;

thence North along the East right-of-way line of 67th Street to a point 160 feet South of the South right-of-way line of Leavenworth Road;

thence East 157.92 feet;

thence South to a point 320 feet South of the South right-of-way line of Leavenworth Road;

thence East 125 feet;

thence South to a point 584.24 feet South of the South right-of-way line of Leavenworth Road;

thence East to the East line of Lot 1 TRULL SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of Lot 1 TRULL SUBDIVISION to the Southwest corner of Lot 1 TRULL SUBDIVISION;

thence East along the South line of Lot 1 TRULL SUBDIVISION to the Southeast corner of Lot 1 TRULL SUBDIVISION

thence North along the East line of Lot 1 TRULL SUBDIVISION to the South Line of Lot 2 TRULL SUBDIVISION;

thence East along the South line of Lot 2 TRULL SUBDIVISION to the Southeast corner of Lot 2 TRULL SUBDIVISION said corner being on the West right-of-way line of 65th Terrace;

thence East to the East line of 65th Terrace;

thence North along the East line of 65th Terrace to a point 118.71 feet South of the South right-of-way line of Leavenworth Road;

thence East 183.6 feet;

thence South to a point 178.71 feet South of the South right-of-way line of Leavenworth Road;

thence East 108.72 feet to the West line of Lot 1 SUNSET MANOR a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of Lot 1 SUNSET MANOR to a point 150 feet South of the Northwest corner of Lot 1 SUNSET MANOR;

thence East to the East line of Lot 1 SUNSET MANOR said line also being the West right-of-way line of 64th Terrace;

thence East to the East right-of-way line of 64th Terrace said line also being the West line of Lot 8 SUNSET MANOR;

thence South along the West line of Lot 8 SUNSET MANOR to the Southwest corner of Lot 8 SUNSET MANOR;

thence East along the South line of Lot 8 SUNSET MANOR to the Southeast corner of Lot 8 SUNSET MANOR;

thence South to a point 200 feet South of the South right-of-way line of Leavenworth Road;

thence East 310 feet to the West right-of-way line of 64th Street;

thence East to the East right-of-way line of 64th Street;

thence South along the East right-of-way line of 64th Street to a point 630 feet South of the South right-of-way line of Leavenworth Road;

thence East 314.72 feet;

thence North to a point 180 feet South of the South right-of-way line of Leavenworth Road;

thence East 110 feet;

thence North 100 feet to a point 80 feet South of the South right-of-way line of Leavenworth Road;

thence East 180 feet to the West right-of-way line of 63rd Street;

thence East to the East right-of-way line of 63rd Street;

thence South along the East right-of-way line of 63rd Street to a point 80 feet South of the South right-of-way line of Leavenworth Road;

thence East 308.48 feet;

thence South to a point 357.4 feet South of the South right-of-way line of Leavenworth Road said point on the South line of Lot 1 CHRISTINE BRUNE ESTATE a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence East along the South line of Lot 1 and 2 CHRISTINE BRUNE ESTATE 338.72 feet;

thence North to a point 118 feet South of the South right-of-way line of Leavenworth Road;

thence East to the West right-of-way line of 62nd Street;

thence East to the East right-of-way line of 62nd Street;

thence North along the East right-of-way line of 62nd Street to a point 120 feet South of the South right-of-way line of Leavenworth Road;

thence East 197 feet;

thence South to a point 300 feet South of the South right-of-way line of Leavenworth Road;

thence East 697.15 feet;

thence North 100 feet;

thence East 100 feet to the West right-of-way line of 60th Street;

thence East to the East right-of-way line of 60th Street;

thence North to a point 150 feet South of the South right-of-way line of Leavenworth Road;

thence East 100 feet;

thence South to a point 300 feet South of the South right-of-way line of Leavenworth Road;

thence East 200 feet;

thence North to a point 240 feet South of the South right-of-way line of Leavenworth Road;

thence East to the West right-of-way line of 59th Street;

thence East to the East right-of-way line of 59th Street;

thence East to a point 270.50 feet South of the South right-of-way line of Leavenworth Road and on the West right-of-way line of 58th St;

thence East to the East right-of-way line of 58th St;

thence East 270.5 feet;

thence South to a point 255.6 feet South of the South right-of-way line of Leavenworth Road;

thence East 100 feet;

thence North to the Southwest corner of Lot 1 RODGERS MANOR a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence East along the South line of Lot 1 RODGERS MANOR to the Southeast corner Lot 1 RODGERS MANOR said corner being on the West right-of-way line of 57th Street;

thence East to the East line of Lot 1 STUDTS HIGHLAND a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South to the Southeast corner of Lot 1 STUDTS HIGHLAND;

thence East along the South line of Lot 1 through 3 STUDTS HIGHLAND to the Southeast corner of Lot 3 STUDTS HIGHLAND said corner also being the Northeast corner of Lot 4 STUDTS HIGHLAND;

thence South along East line of Lot 4 STUDTS HIGHLAND to the Southeast corner of Lot 4 STUDTS HIGHLANDS said corner also being on the North right-of-way line of Lathrop Avenue;

thence East along the North right-of-way line of Lathrop Avenue 100 feet;

thence North to a point 300 feet South of the South right-of-way line of Leavenworth Road;

thence East 205 feet to the Southwest corner of Lot 3 KCKCC DEVELOPMENT a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of Lots 2 and 3 KCKCC DEVELOPMENT to the Northwest corner of Lot 2 KCKCC DEVELOPMENT said corner also being the Southwest corner of Lot 1 KCKCC DEVELOPMENT;

thence East along the South line of Lot 1 KCKCC DEVELOPMENT the Southeast corner Lot 1 KCKCC DEVELOPMENT said corner also being on the West line of 56th Street;

thence East to the West right-of-way line of 56th Street;

thence South along West right-of-way line of 56th Street to a point 465 feet South of the South right-of-way line of Leavenworth Road;

thence East 176.25 feet;

thence South 82 feet;

thence West 18.75 feet;

thence South 83 feet;

thence East to the West line of Lot 4 NEVA ACRES a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of Lot 4 NEVA ACRES to the Northwest corner Lot 4 NEVA ACRES said corner also being the Southwest corner Lot 7 RESURVEY OF LOTS 1-2-3 NEVA ACRES a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of Lots 7 and 8 RESURVEY OF LOTS 1-2-3 NEVA ACRES to the Northwest corner of Lot 8 RESURVEY OF LOTS 1-2-3 NEVA ACRES;

thence East along the North line of Lots 8 through 14 RESURVEY OF LOTS 1-2-3 NEVA ACRES to the Northeast corner of Lot 14 said corner being on the West right-of-way line of 55th Street;

thence East to the East right-of-way line of 55th Street said line also being the West line of Lot 4 BUDY'S SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of Lots 3 and 4 BUDY'S SUBDIVISION to the Northwest corner of Lot 3 BUDY'S SUBDIVISION;

thence East along the North line of Lot 3 BUDY'S SUBDIVISION to the Northeast corner of Lot 3 BUDY'S SUBDIVISION said corner being on the West line of Lot 52 BUDY HIEGHTS LOTS 20 TO 58 INC a subdivision of land in Kansas City, Wyandotte County, Kansas:

thence South along the West line of Lot 52 BUDY HIEGHTS LOTS 20 TO 58 INC to the Southwest corner of Lot 52 BUDY HIEGHTS LOTS 20 TO 58 INC;

thence East along the South line of Lots 50 through 52 BUDY HIEGHTS LOTS 20 TO 58 INC to the Southeast corner of Lot 50 BUDY HIEGHTS LOTS 20 TO 58 INC said corner also being on the West right-of-way line of 54th Street;

thence East Southwest corner of Lot 49 BUDY HIEGHTS LOTS 20 TO 58 INC;

thence East along the South line of Lots 47 through 49 BUDY HIEGHTS LOTS 20 TO 58 INC to the Southeast corner of Lot 47 BUDY HIEGHTS LOTS 20 TO 58 INC said corner also being the Northwest corner of Lot 35 BUDY HIEGHTS LOTS 20 TO 58 INC;

thence South along the West line of Lot 35 BUDY HIEGHTS LOTS 20 TO 58 INC to the Southwest corner of Lot 35 BUDY HIEGHTS LOTS 20 TO 58 INC;

thence East along the South line of Lot 35 BUDY HIEGHTS LOTS 20 TO 58 INC to the Southeast corner of Lot 35 BUDY HIEGHTS LOTS 20 TO 58 INC said corner also being on the West right-of-way line of 53rd Street;

thence East to the East right-of-way line of 53rd Street said lien also being the West line of Lot 27 BUDY HIEGHTS LOTS 20 TO 58 INC;

thence North along the West line of Lots 27 and 28 to the Northwest corner of Lot 28 BUDY HIEGHTS LOTS 20 TO 58 INC;

thence East along the North line of Lot 28 BUDY HIEGHTS LOTS 20 TO 58 INC to the Northeast corner of Lot 28 BUDY HIEGHTS LOTS 20 TO 58 INC said corner also being on the West line of Lot 20 HOLCOMBS WELBORN HEIGHTS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of Lot 20 HOLCOMBS WELBORN HEIGHTS to the Southwest corner of Lot 20 HOLCOMBS WELBORN HEIGHTS;

thence East along the South line of Lot 20 HOLCOMBS WELBORN HEIGHTS to the Southeast corner of Lot 20 HOLCOMBS WELBORN HEIGHTS said corner also being on the West right-of-way line of 52nd Street;

thence East to the East right-of-way line of 52nd Street said line also being the West line of Lot 4 HOLCOMBS WELBORN HEIGHTS;

thence North along the West line of Lot 4 HOLCOMBS WELBORN HEIGHTS to the Northwest corner of Lot 4 HOLCOMBS WELBORN HEIGHTS;

thence East along the North line of Lot 4 HOLCOMBS WELBORN HEIGHTS to the Northeast line of Lot 4 HOLCOMBS WELBORN HEIGHTS said corner also being on the West line of Lot 6 WELBORN ACRES a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of Lot 6 WELBORN ACRES to the Southwest corner of Lot 6 WELBORN ACRES;

thence East along the South line of Lot 5 and 6 WELBORN ACRES to the Southeast corner of Lot 5 WELBORN ACRES;

thence North along the East line of Lot 5 WELBORN ACRES to a point 458 feet South of the South right-of-way line of Leavenworth Road;

thence East to the East line of Lot 4 WELBORN ACRES;

thence North along the East line of Lot 4 WELBORN ACRES to the Southwest corner of Lot 1 WELBORN ACRES;

thence East along South line of Lot 1 WELBORN ACRES to the Southeast corner of Lot 1 WELBORN ACRES said corner also being on the West right-of-way line of 51st Street;

thence East to the East right-of-way line of 51st Street;

thence North along the East right-of-way line of 51st Street to a point 122.5 feet South of the South right-of-way line of Leavenworth Road;

thence East 193.60 feet;

thence South 7.5 feet

thence West 5 feet;

thence South 116 feet;

thence West 85.8 feet;

thence South 10 feet;

thence East 32 feet;

thence North 142 feet to the Southwest right-of-way line of Welborn Lane:

thence West to the Northeast right-of-way line of Welborn Lane;

thence Southeasterly along the Northeast right-of-way line of Welborn Lane to a point 475.4 feet Southeast of the South of the South right-of-way line of Leavenworth Road;

thence Northeast to the South corner of Lot 5 CASH'S SUBDIVISION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence Northeast along the Southeast line of Lot 5 CASH'S SUBDIVISION to the to the Southeast corner of Lot 5 CASH'S SUBDIVISION said corner also being the Southwest corner of Lot 4 CASH'S SUBDIVISION;

thence East along the South line of Lot 2 through 4 CASH'S SUBDIVISION to the Southeast corner of Lot 2 CASH'S SUBDIVISION said corner also being on the West right-of-way line of 49th Terrace;

thence East to the East right-of-way line of 49th Terrace said line also being on the West line of Lot 1 CASH'S SUBDIVISION;

thence South along the West line of Lot 2 CASH'S SUBDIVISION to the Southwest corner of Lot 1 CASH'S SUBDIVISION;

thence East along the South line of Lot 1 CASH'S SUBDIVISION to the Southeast corner of Lot 1 CASH'S SUBDIVISION said line also being the West line of LAKE WELBORN ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West line of LAKE WELBORN ADDITION to the Southwest corner of Lot 3 LAKE WELBORN ADDITION;

thence East along the South line of Lot 3 LAKE WELBORN ADDITION to the Southeast corner of Lot 3 LAKE WELBORN ADDITION;

thence North along the East line of Lots 1 through 3 LAKE WELBORN ADDITION to the Northeast corner of Lot 1 LAKE WELBORN ADDITION said corner being on the South right-of-way line of Leavenworth Road;

thence East along the South right-of-way line of Leavenworth Road to the Northwest corner of Lot 38 LAKE WELBORN ADDITION;

thence South along the West line of Lot 38 LAKE WELBORN ADDITION to a point 100 feet North of the South line of Lot 38 LAKE WELBORN ADDITION;

thence East to the East line of Lot 38 LAKE WELBORN ADDITION said line being on the West line of Lot 36 LAKE WELBORN ADDITION;

thence South along the West line of Lot 36 LAKE WELBORN ADDITION to a point 261 feet South of the South right-of-way line of Leavenworth Road;

thence East to the East line of Lot 36 LAKE WELBORN ADDITION;

thence North to a point 99 feet South of the South right-of-way line of Leavenworth Road;

thence East 121.25 feet to the West right-of-way line of 47th Terrace;

thence East to the East right-of-way line of 47th Terrace;

thence South to a point 205 feet South of the South right-of-way line of Leavenworth Road;

thence Southeast 112.5 feet to a point 2013 feet South of the South right-of-way line of Leavenworth Road;

thence South 24 feet; thence East 131.7 feet to the West line of Lot 1 WELBORN CLOVER FARMS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of Lot 1 WELBORN CLOVER FARMS to the Southwest corner of Lot 1 WELBORN CLOVER FARMS;

thence East along the South line Lot 1 WELBORN CLOVER FARMS to the Southeast corner of Lot 1 WELBORN CLOVER FARMS;

thence North along the East line of Lot 1 WELBORN CLOVER FARMS to a point 210.5 feet South of the South right-of-way line of Leavenworth Road;

thence East 213.8 feet to the East line of Lot 3 WELBORN CLOVER FARMS said lien also begin the West right-of-way line of 47th Street;

thence East to the East right-of-way line of 47th Street said line also being the West line of Lot 4 WELBORN CLOVER FARMS;

thence North along the West line of Lot 4 WELBORN CLOVER FARMS to a point 110 feet South of the South right-of-way line of Leavenworth Road;

thence East to the East line of Lot 4 WELBORN CLOVER FARMS said line also being the West line of Lot 5 WELBORN CLOVER FARMS;

thence South along the West line of Lot 5 WELBORN CLOVER FARMS to a point 246.95 feet South of the South right-of-way line of Leavenworth Road;

thence East to the East line of Lot 5 WELBORN CLOVER FARMS said line also being the West line of Lot 6 WELBORN CLOVER FARMS:

thence South along the West line of Lot 6 WELBORN CLOVER FARMS to the Southwest line of WELBORN CLOVER FARMS;

thence East along the South lien of Lot 6 WELBORN CLOVER FARMS to the Southeast corner of Lot 6 WELBORN CLOVER FARMS;

thence North to a point 246 feet South of the South right-of-way line of Leavenworth Road;

thence East 165 feet:

thence North 62 feet;

thence East 87.8 feet;

thence North 17 feet:

thence East 60 feet to the West right-of-way line of 45th Street;

thence East to the East right-of-way line of 45th Street;

thence East 150 feet to the East line of Lot 1 BROSE ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the East line of lot 1 BROSE ADDITION to the North line of Lot 4 BROSE ADDITION;

thence East along the North line of Lot 4 through 6 BROSE ADDITION to the Northeast corner of Lot 6 said corner being on the East right-of-way line of 44th Street;

thence North along the East right-of-way line of 44th Street to the North right-of-way line of Lathrop Avenue;

thence East along the North right-of-way line of Lathrop Avenue to the Southwest corner of Lot 11 COUNTRY HOME ADDITION a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence East along the South line of Lots 11 and 12 COUNTRY HOME ADDITION to the Southeast corner of Lot 12 COUNTRY HOME ADDITION:

thence North along the East line of Lot 12 COUNTRY HOME ADDITION to the Northeast corner of Lot 12 COUNTRY HOME ADDITION said corner also being the Southwest corner of Lot 8 COUNTRY HOME ADDITION;

thence East along the South line of Lot 8 COUNTRY HOME ADDITION to the Southeast corner of Lot 8 COUNTRY HOME ADDITION;

thence North along the East line of Lot 8 COUNTRY HOME ADDITION to a point 240 feet South of the North line of Lot 8 COUNTRY HOME ADDITION;

thence East to the East line of Lot 7 COUNTRY HOME ADDITION;

thence North along the East line of Lot 7 COUNTRY HOME ADDITION a point 165 feet South of the North line of Lot 7 COUNTRY HOME ADDITION;

thence East to the East line of Lot 6 COUNTRY HOME ADDITION said line also being the West right-of way line of 43rd Street;

thence East to the West right-of way line of 43rd Street said line being the West line of Lot 5 COUNTRY HOME ADDITION;

thence South along the West line of Lot 5 COUNTRY HOME ADDITION to the Southwest corner of lot 5 COUNTRY HOME ADDITION:

thence East along the South line of Lots 1 through 5 COUNTRY HOME ADDITION to the Southeast corner of Lot 1 COUNTRY HOME ADDITION;

thence North along the East line of Lot 1 COUNTRY HOME ADDITION to a point 153 feet South of the Northeast corner of Lot 1 COUNTRY HOME ADDITION;

thence East 188 feet to the West right-of-way line of 42nd Street;

thence East to the East right-of-way line of 42nd Street said line also being the West line ORCHARD HEIGHTS ANNEX a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence South along the West line of ORCHARD HEIGHTS ANNEX to the Southwest corner of ORCHARD HEIGHTS ANNEX:

thence East along the South line of ORCHARD HEIGHTS ANNEX to the Southeast corner of ORCHARD HEIGHTS ANNEX said corner being on the West right-of-way line of 40th Street;

thence East to the East right-of-way line of 40th Street said line also being the West line of Lot 15 ORCHARD HEIGHTS a subdivision of land in Kansas City, Wyandotte County, Kansas;

thence North along the West ling of Lot 15 ORCHARD HEIGHTS to the Northwest corner Lot 15 ORCHARD HEIGHTS

thence East along the North line of Lot 2 and 15 ORCHARD HEIGHTS to the Northeast corner Lot 2 ORCHARD HEIGHTS said corner being on the West right-of-way line of 38th Street;

thence North along the West right-of-way line of 38th Street to the South right-of-way line of Leavenworth Road;

thence East along the South right-of-way line of Leavenworth Road to the centerline of 38th Street;

thence North to the point of beginning.

Neighborhood Revitalization Act (NRA)

Condensed Presentation

Proposed Changes for the 2026 – 2030 NRA Plan

NRA TAX REBATE PROGRAM

What is the NRA Rebate program?

- The NRA program is a property tax rebate incentive. It encourages property owners to make improvements (like renovations or new construction) by returning a portion of the increased property taxes caused by those improvements

- Program started in 1999
- Used to promote revitalization and new construction projects
- Residential and commercial properties
- Approval needed from all taxing jurisdictions in the County

NRA PROGRAM BENEFITS

Long-term Revenue Growth

- Without the NRA, many vacant lots stay vacant
- With the NRA, lots are developed
- Once rebate period ends schools receive the property tax from a higher value property

Stability for the Tax base

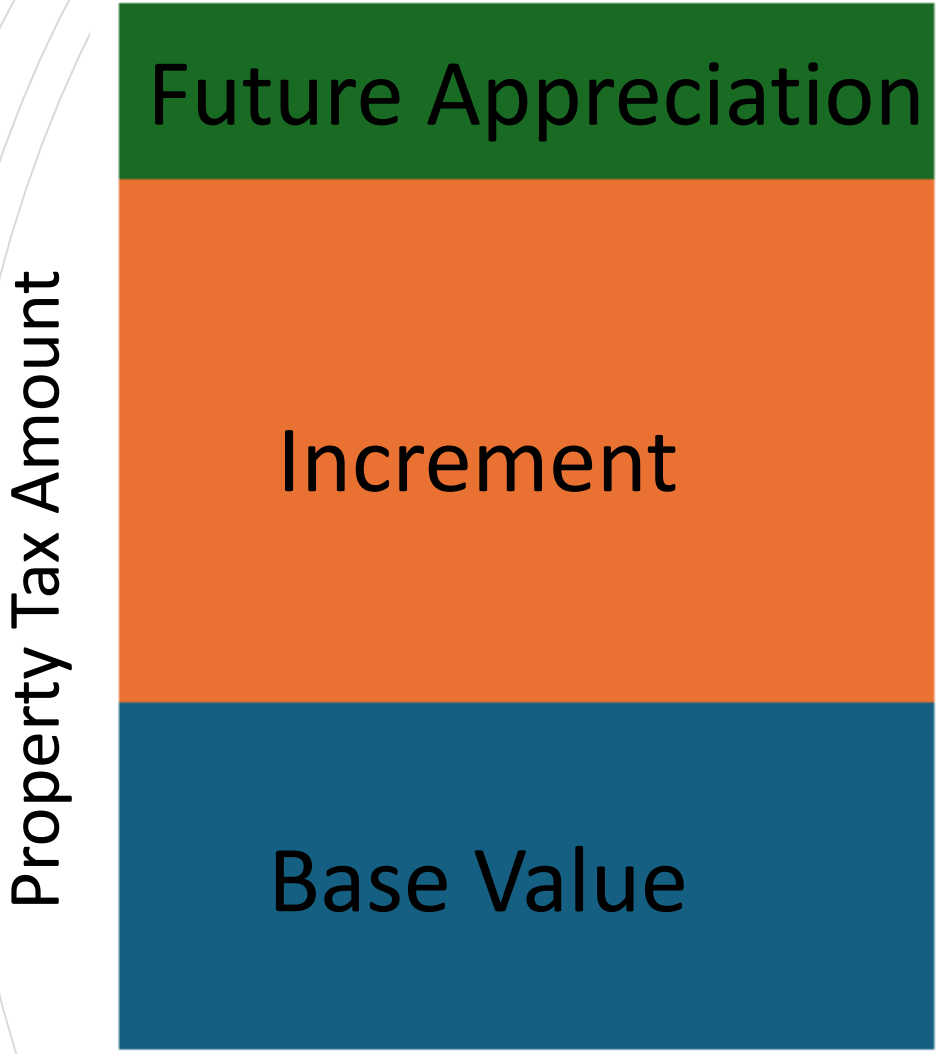
- Encourages investment in neighborhoods
- Reduces blight and vacancy
- Stronger neighborhoods attract more families

No Loss of Existing Revenue

- Schools keep collecting the base amount



BASE VALUE VS INCREMENT



Future Appreciation

- If property increases in value after year 1, this amount is not rebated

Increment

- Increase in value due to improvements
- This portion eligible for the tax rebate
- Just covers the improvements in the 1st year

Base value

- The value of the property before any improvements
- What you already pay taxes on

NRA
RESIDENTIAL REHAB

Current

95% tax rebate

Proposed Change

No change



Before Rehab

- Home value= $89,580 (Base Value)

After Rehab

- Property value $169,700

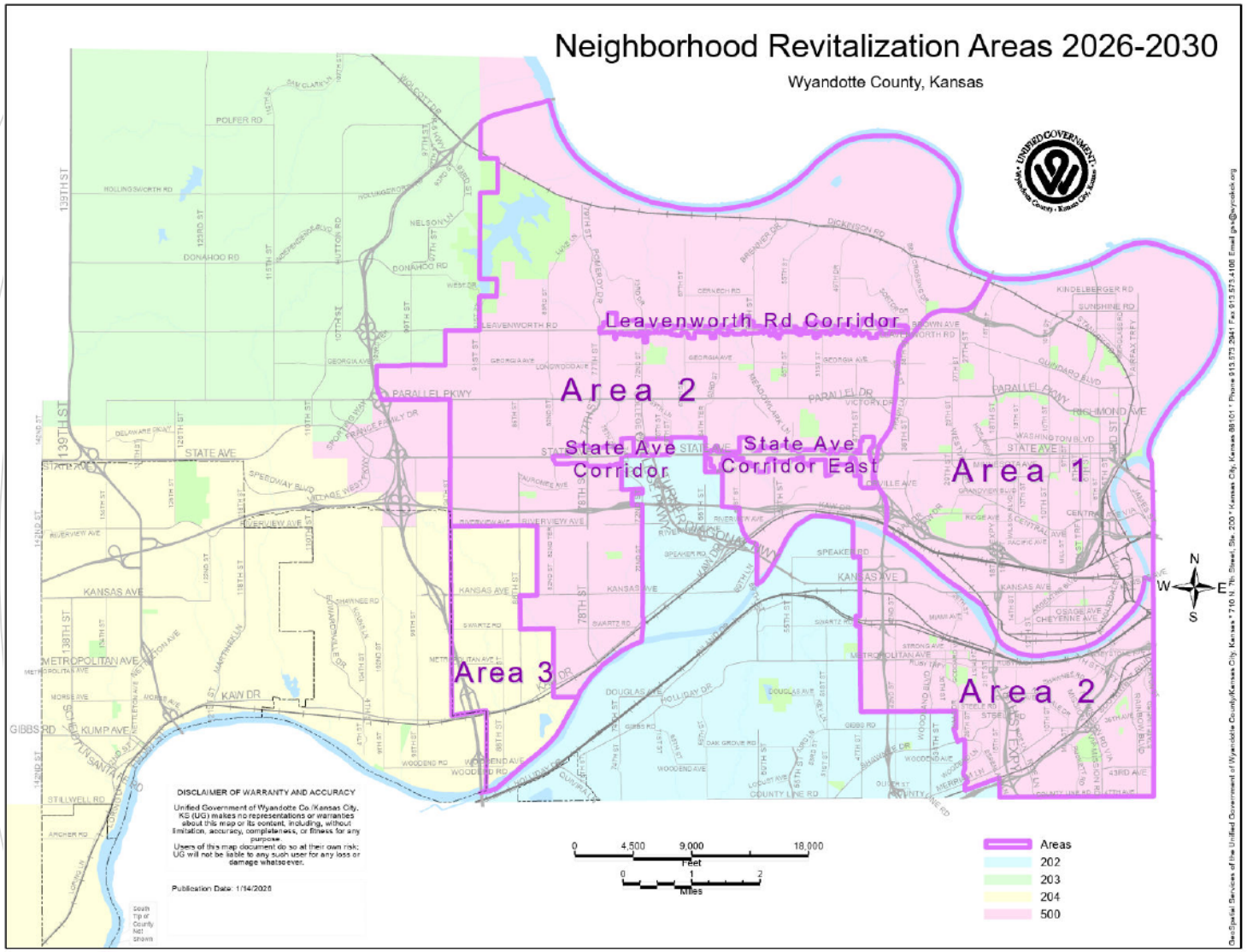
Increment

- The new value added - $80,120

95% Rebate

- 95% of the taxes paid on the $80,120 increment is rebated back to owner each year
- 2022 rebate amount - $1,535
- 2022 taxes paid - $1,637

NRA
BOUNDARIES CHANGES



Area 1 boundaries changes

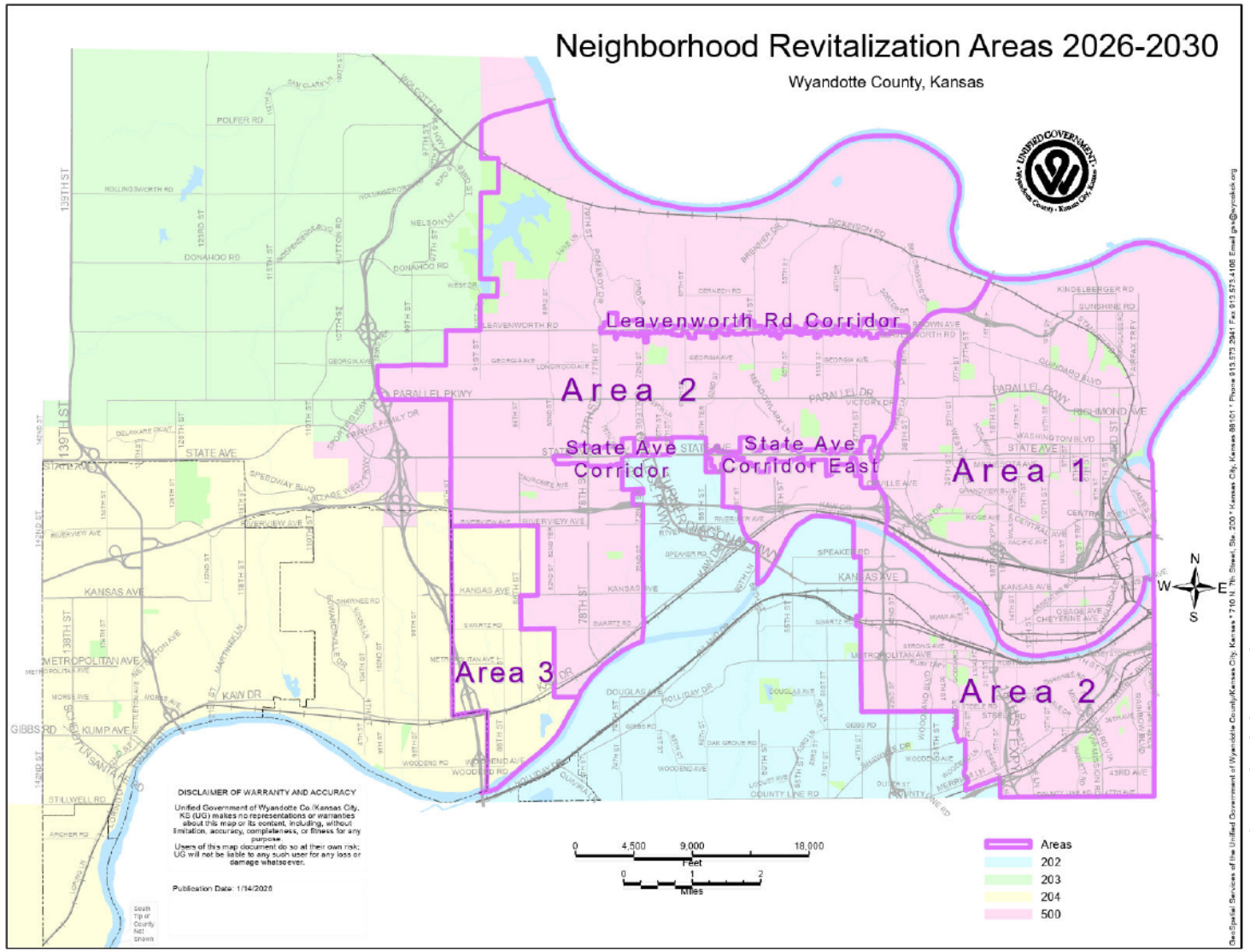
- Removed south of the Kansas River (added to area 2)

Area 2 boundaries changes

- Area 1 south of river added
- Removed Turner School District
- Removed State Ave to 94th St

NRA REBATES

- **Area 1 –**
  - Rehab - 95% rebate
  - New construction – 50% rebate
  - **10 year rebate**
- **Area 2 & 3 –**
  - Rehab – 95% rebate
  - New construction - 50% rebate
  - **5 year rebate**



NRA PROPOSED CHANGES

Residential

- Reduced rebate amount for new construction from 95% to 50%
- Increased the minimum increase in assessed value for historic structures from 5% to 15%

Commercial

- Increasing the cost cap from 3 million to 10 million
- Reduced rebate amount for new construction from 95% to 50%

Special Projects

- Increasing cost cap from 3 million to over 10 million

Neighborhood Revitalization Act (NRA)

Proposed Changes for the 2026 – 2030 NRA Plan

NRA TAX REBATE PROGRAM

What is the NRA Rebate program?

- The NRA program is a property tax rebate incentive. It encourages property owners to make improvements (like renovations or new construction) by returning a portion of the increased property taxes caused by those improvements

- Program started in 1999
- Used to promote revitalization and new construction projects
- Residential and commercial properties
- Approval needed from all taxing jurisdictions in the County

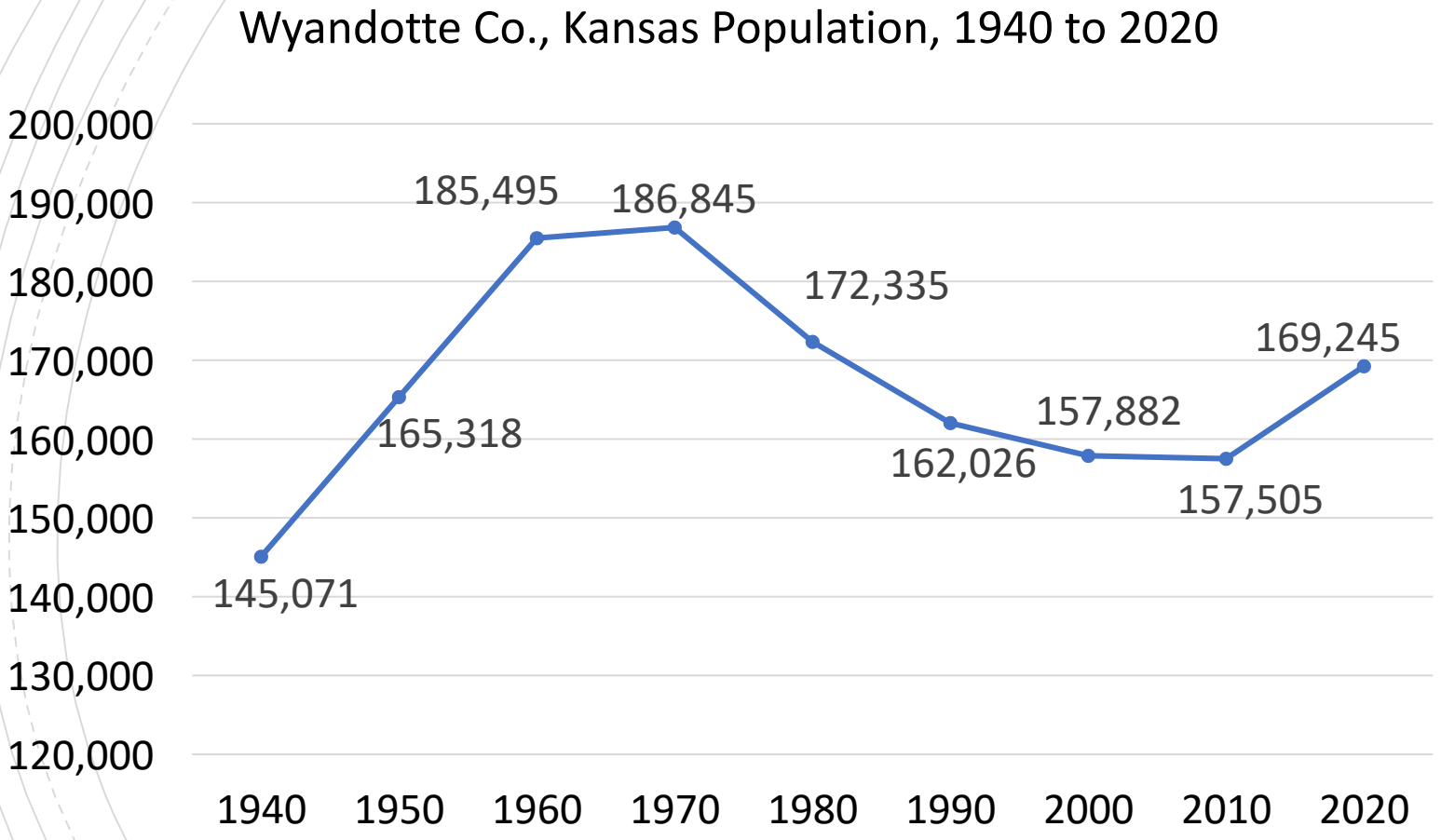
NRA PROGRAMS IN KANSAS*

	Residential		Commercial	
	Rate	Years	Rate	Years
Arkansas City	90%	10	75%	7
Coffeyville	100% (years 1–5), 50% (year	10	50% (years 1–5), 25% (years	10
Emporia	100%	10		
Sumner County	95%	5	95% (Downtown district)	10
Dodge City	95% (years 1–5), 50% (years	10	95% (years 1–5), 50% (years	10
Andover	45%	5	95% (rehab)	5
Topeka	Standard: 95% (5 yrs) then 50% (5 yrs); up to 95% for 10–20 yrs in special cases	10 to 20	Standard: 95% (5 yrs) then 50% (5 yrs); up to 95% for 10–20 yrs in special cases	10 to 20

- Abilene
- Arkansas City
- Augusta
- Bonner Springs
- Coffeyville
- Emporia
- Fort Scott
- Junction City
- Lawrence
- Leavenworth
- Lenexa
- Olathe
- Ottawa
- Shawnee
- Topeka
- Barber County
- Brown County
- Cherokee County
- Jackson County
- Miami County
- Marion County
- Osage County
- Republic County
- Sedgwick County
- Sumner County
- Wilson County

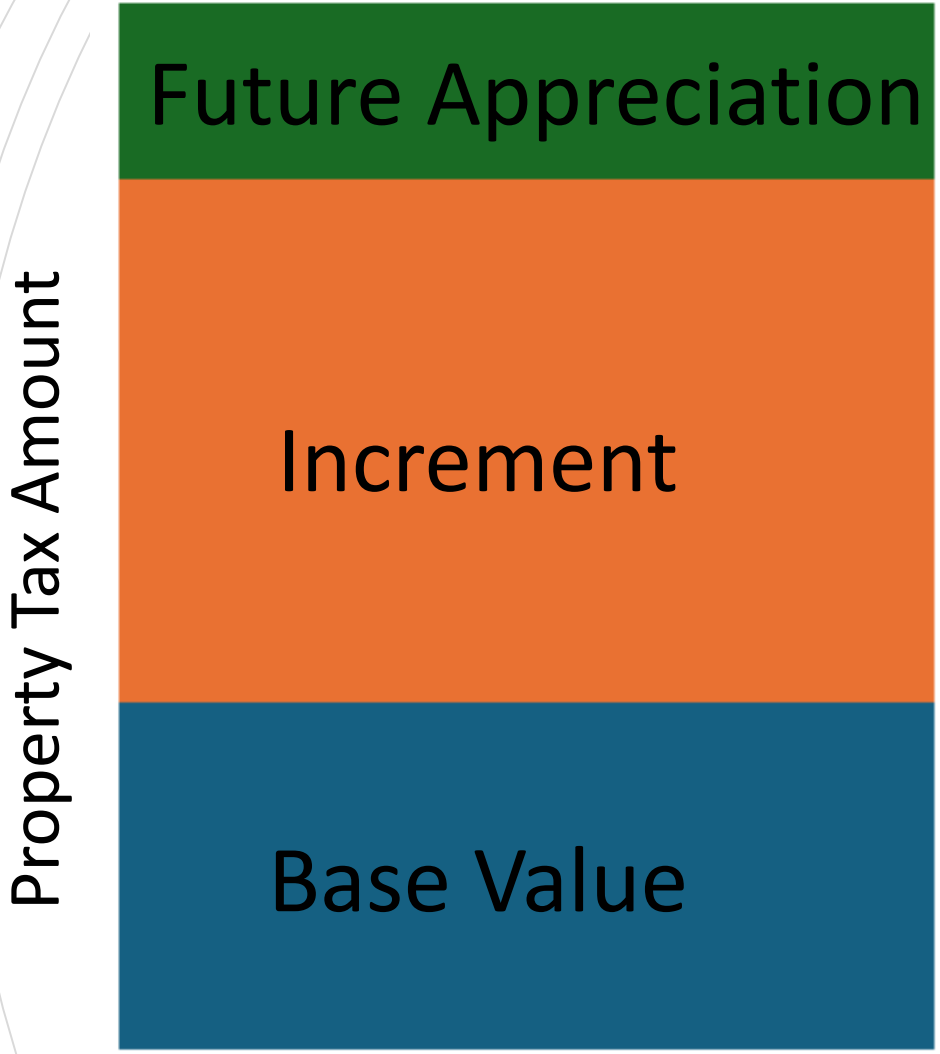
**Not a comprehensive list of all NRA Programs in Kansas*

WYANDOTTE CO. POPULATION



Source: U.S. Census Bureau, Decennial Census

BASE VALUE VS INCREMENT



Future Appreciation

- If property increases in value after year 1, this amount is not rebated

Increment

- Increase in value due to improvements
- This portion eligible for the tax rebate
- Just covers the improvements in the 1st year

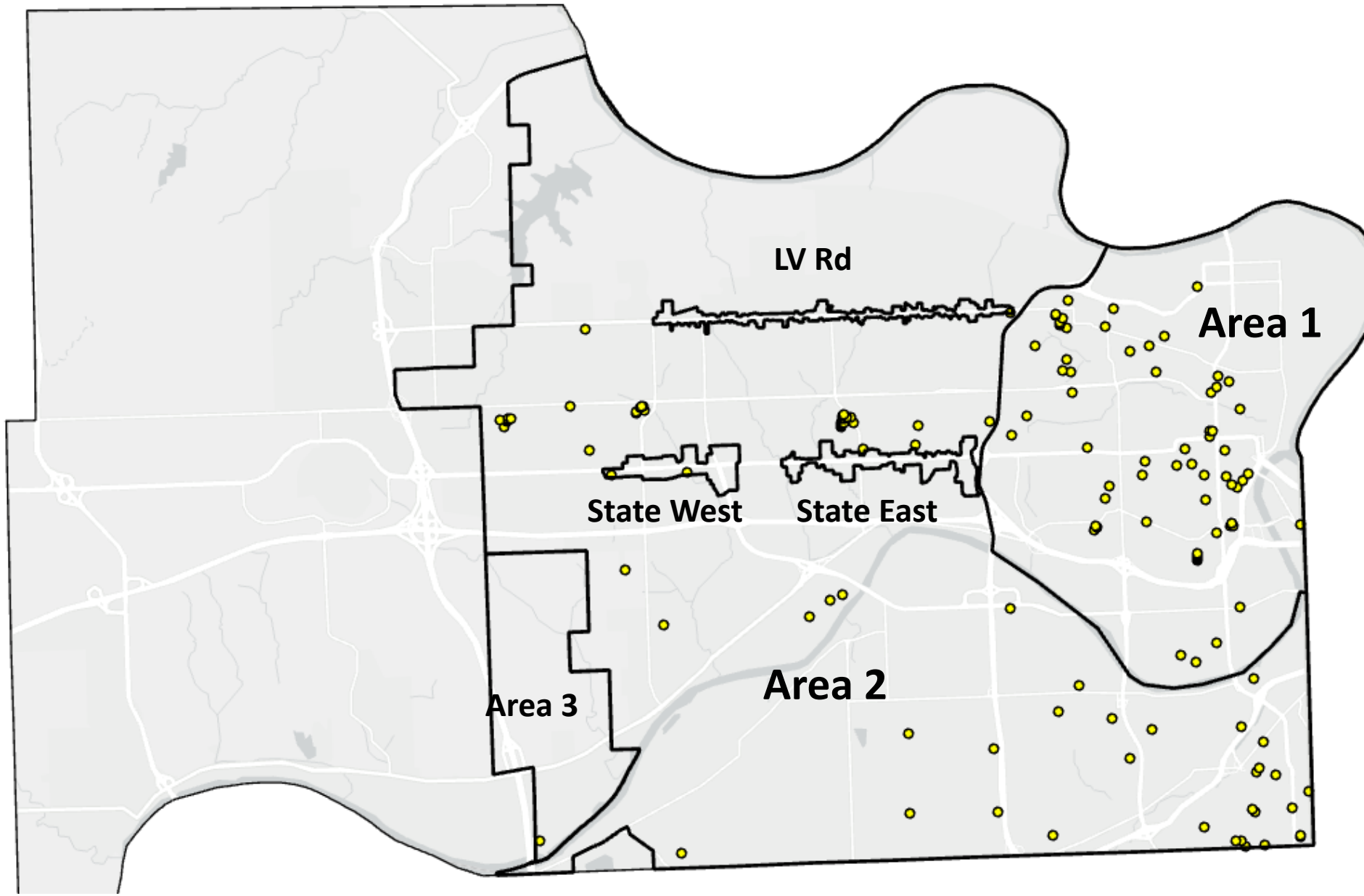
Base value

- The value of the property before any improvements
- What you already pay taxes on

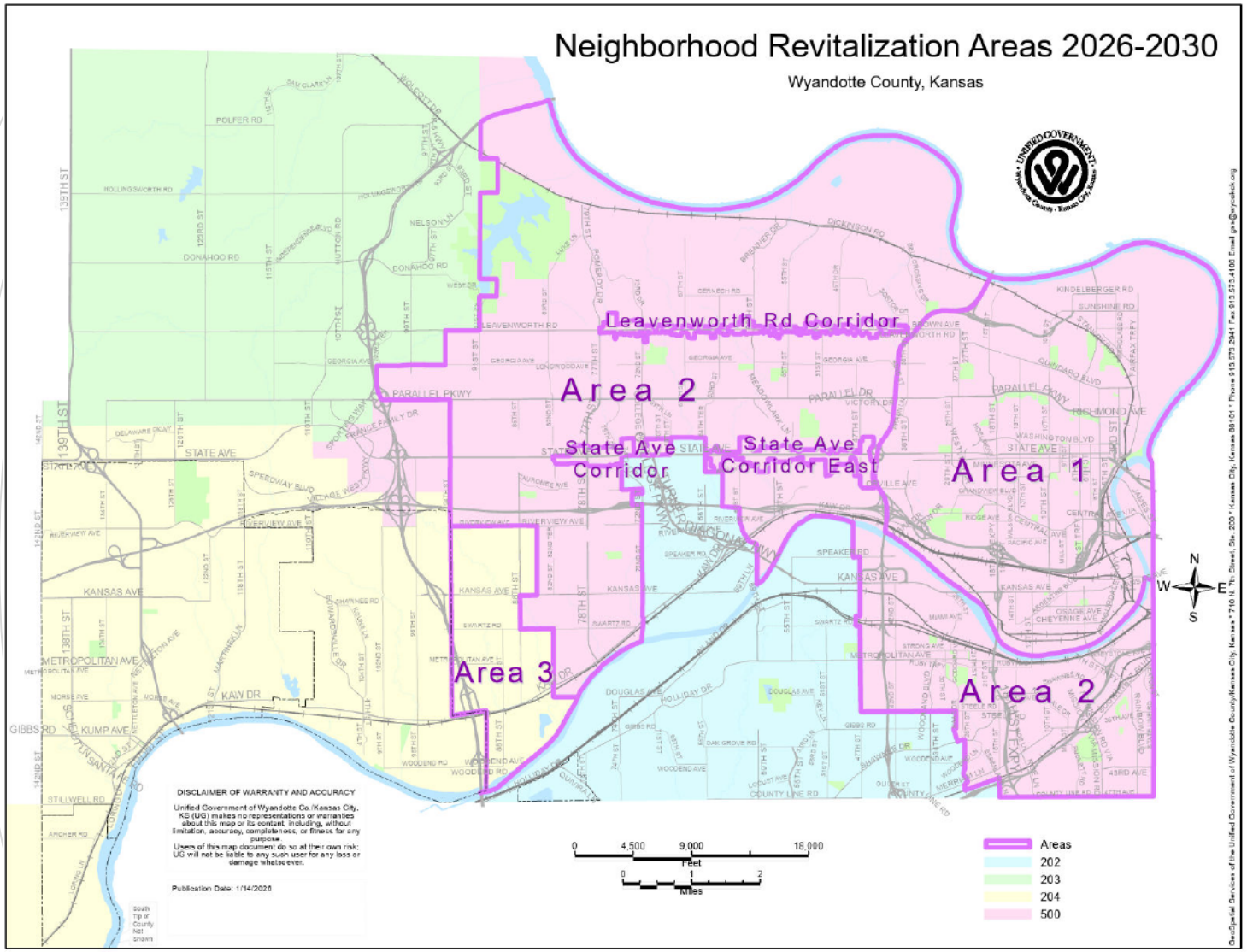
NRA Applications 2021 – 2024

NRA Applications by Area

Area 1	69
Area 2	67
Area 2 LV Rd	1
Area 2 State East	0
Area 2 State West	2
Area 3	1



NRA
BOUNDARIES CHANGES



Area 1 boundaries changes

- Removed south of the Kansas River (added to area 2)

Area 2 boundaries changes

- Area 1 south of river added
- Removed Turner School District
- Removed State ave to 94th St

NRA REBATE BY YEAR

	New NRA Applications	Active NRA	Rebate Amount
2021	45	418	$ 3,829,592
2022	48	386	$ 3,861,446
2023	26	311	$ 4,071,570
2024	41	324	$ 4,430,327

**2021 includes applications under Bonner Springs NRA program*

NRA
RESIDENTIAL

Current

- Renovation – 95% Rebate
- New construction – 95% rebate
  - **Proposed change 50% - 75% rebate**

Fees

- Single family, duplex, & Townhomes – no application fees
- Multi family – application fee $500
  - Fees waived for Land Bank

Eligibility Requirements

- Property owner
  - Waived for Land Bank
- Located in NRA area
- Applicant current on all property taxes
- Must be approved before construction starts
- Must increase value by 15% of assessed value
  - Historical structures 5% - 15%
- Mobile homes not allowed
- Improvements to existing accessory dwelling units (ADU's) are not allowed
- New garage ADU’s are eligible

NRA
RESIDENTIAL REHAB

Current

95% tax rebate

Proposed Change

No change



Before Rehab

- Home value= $89,580 (Base Value)

After Rehab

- Property value $169,700

Increment

- The new value added - $80,120

95% Rebate

- 95% of the taxes paid on the $80,120 increment is rebated back to owner each year
- 2022 rebate amount - $1,535
- 2022 taxes paid - $1,637

NRA PROPOSED CHANGES
RESIDENTIAL NEW CONSTRUCTION

Current – 95% Tax Rebate



Before Construction

- Vacant lot = $10,380 (Base Value)

After Construction

- New home is built
- Property value $242,800

Increment

- The new value added - $232,420

95% Rebate

- 95% of the taxes paid on the $232,420 increment is rebated back to owner each year
- 2023 rebate - $4,204
- 2023 property taxes paid - $290

TAX REVENUE FROM ONE HOME
NEW CONSTRUCTION



Population Increase

2.74

U.S. Census Bureau

Annual Estimated Revenue from One Home with NRA Rebates				
		NRA Rebates		
	Vacant Lot	95%	75%	50%
Property Tax	0	$ 290	$ 1,213	$ 2,236
Sales Tax	0	$ 366	$ 366	$ 366
Total	0	$ 656	$ 1,579	$ 2,602

**First tax year following completion of construction*

NRA PROPOSED CHANGES
RESIDENTIAL NEW CONSTRUCTION

Current

95% tax rebate

Base Value - $10,380
After Construction - $242,800
Increment - $232,420
Taxes before rebate - $4,494
95% rebate - $4,204

95% rebate
$4,204
Total taxes paid per year
$290*

Proposed Change

75% tax rebate

Base Value - $10,380
After Construction - $242,800
Increment - $232,420
Taxes before rebate - $4,494
75% rebate - $3,280

75% rebate
$3,280
Total taxes paid per year
$1,214*

Proposed Change

50% tax rebate

Base Value - $10,380
After Construction - $242,800
Increment - $232,420
Taxes before rebate - $4,494
50% rebate - $2,157

50% rebate
$2,157
Total taxes paid per year
$2,337*

**First tax year following completion of construction*

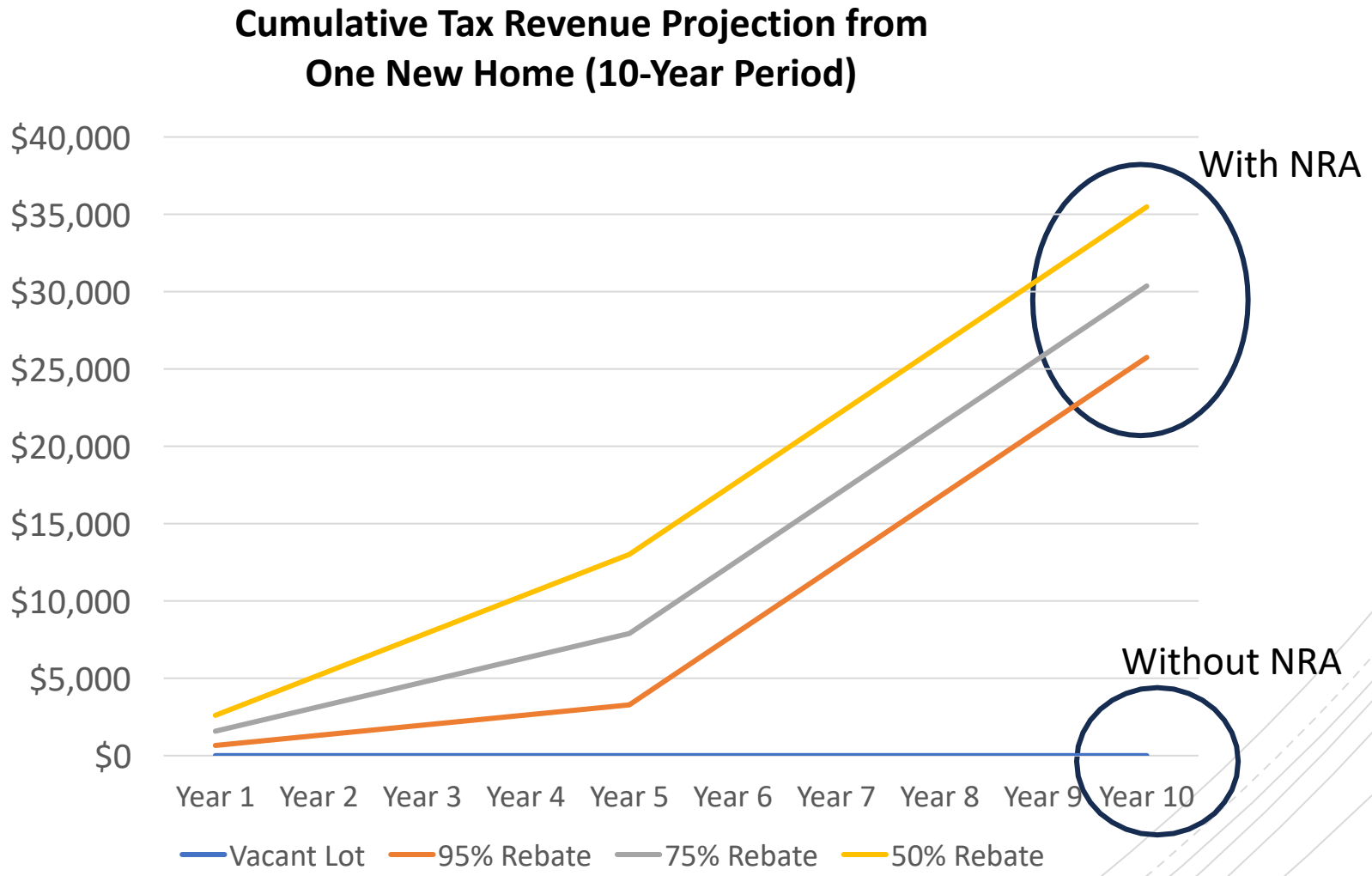
TAX REVENUE ESTIMATE FROM ONE HOME
NEW CONSTRUCTION

With NRA

- New home built
  - 95% - estimated $25,000 in tax revenue over 10 years
  - 50% - estimated $35,000 in tax revenue over 10 years
- Rebate encourages construction
- Transforms an underused lot into a tax-generating property

Without NRA

- Land Bank Vacant lot =
  - $0 tax revenue
- No construction = No investment
- No increase in value
- No population growth



THE IMPACT OF THE NRA PROGRAM



Without NRA

- Land Bank Vacant lot =
  - $0 tax revenue
- No construction = No investment
- No increase in value
- No population growth



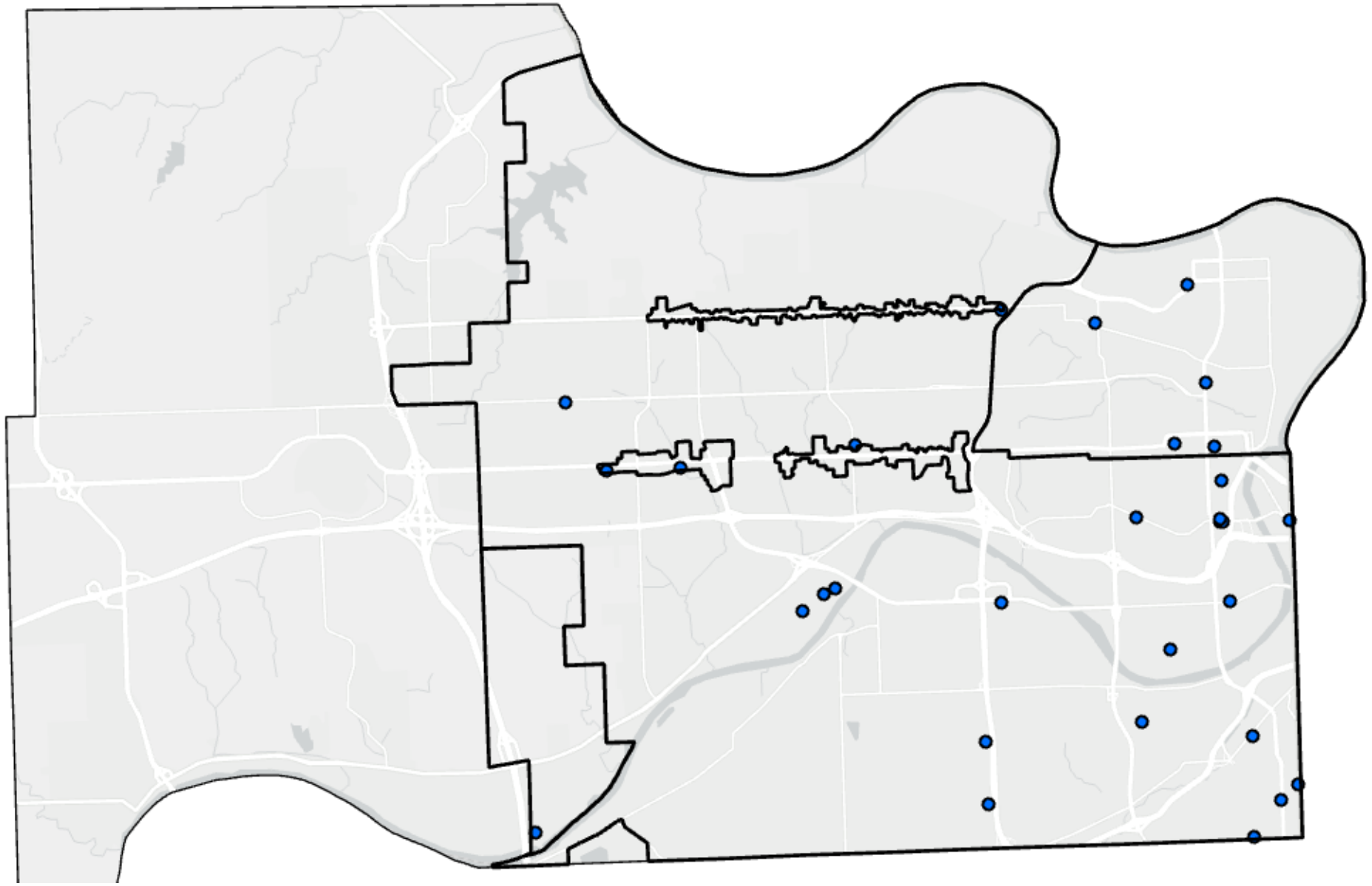
With NRA

- New home built
  - Average of $36,000 tax revenue 10 years (on a $242,800 house)
- Rebate encourages construction
- Transforms an underused lot into a tax-generating property

Commercial NRA Applications 2021 – 2024

Commercial NRA Applications

30



NRA
COMMERCIAL, OFFICE, INDUSTRIAL, RETAIL, MIXED USE

Rebate

- Rebate ranges from 50% - 100%

Fees

- Commercial, office, industrial, retail, & mixed use
  - $1,000
  - Waived for Land Bank

Eligibility Requirements

- Property owner
  - Waived for Land Bank
- Located in NRA area
- Applicant current on all property taxes
- Must be approved before construction starts
- Must increase value by 15% of assessed value
  - Historical structures 5% - 15%
- New construction, rehabilitation, or expansion
- Liquor stores or bars are not eligible

NRA
COMMERCIAL, OFFICE, INDUSTRIAL, RETAIL, MIXED USE

Current

- Projects under $3 million
- Projects over $3 million are directed to other incentive tools (IRBs, TIF, CID, Special NRA)

Proposed Change

- Increase eligible investment to $10 million
- This change would
  - Allow larger projects to access the NRA benefits
  - Align the NRA program with rising construction costs

Current

- New construction zones 1 & 2
  - 95% Rebate

Proposed Change

- New construction zones 1 & 2
  - 50% Rebate

NRA
SPECIAL PROJECTS

Special Project Areas

- Area 1
- State Ave. East Corridor
- State Ave West Corridor
- Leavenworth Rd Corridor

Must meet 1 of the following

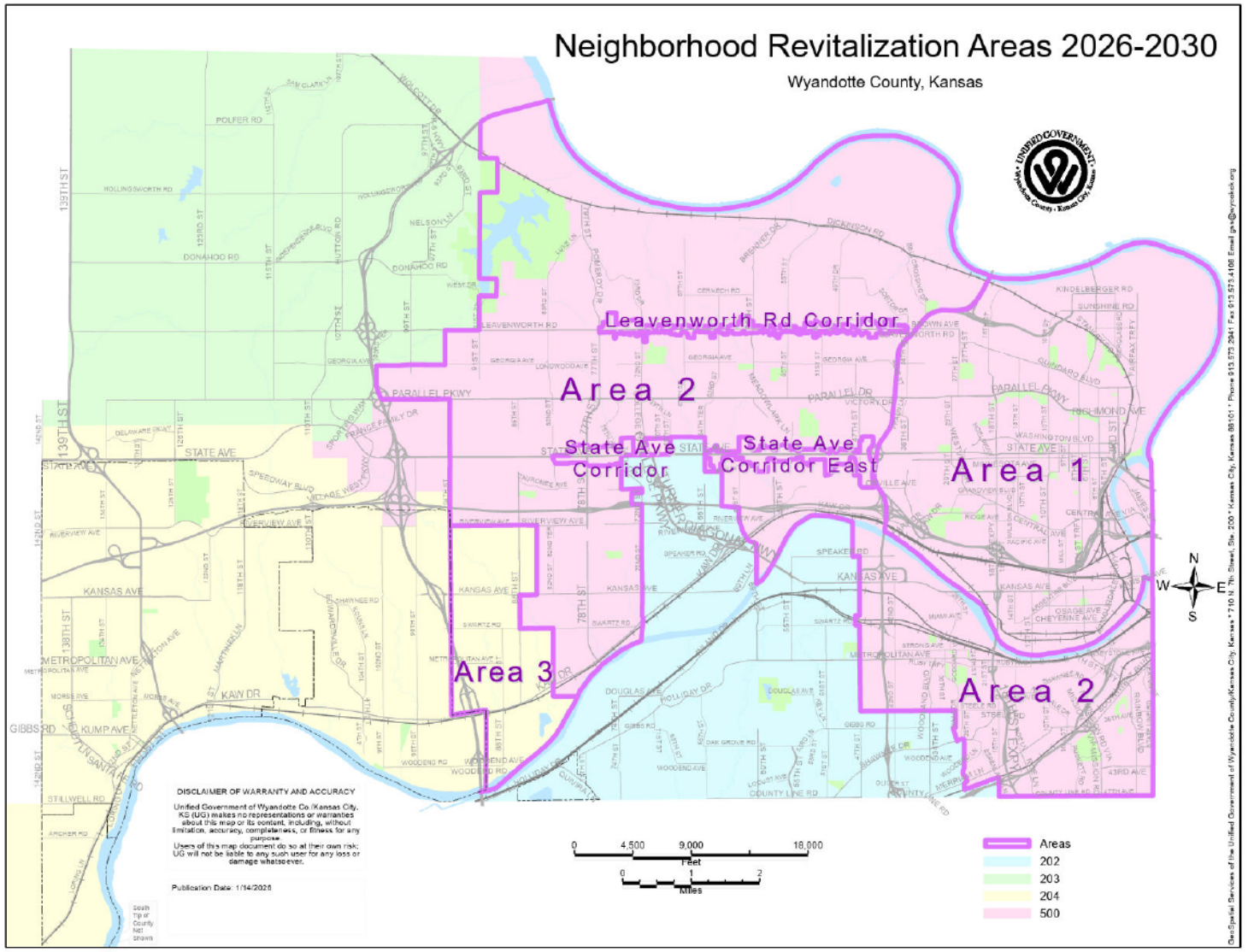
- Retail in nature
- Environmentally contaminated area
- Historic designation (state or Federal)

Rebate

- 75%

Number of Years

- Up to 20 years



NRA
SPECIAL PROJECTS

Current

- Projects over $3 million
- $2,000 Application Fee
- Subject to Commission Approval

Proposed Change

- Increase eligible investment to over $10 million



Tracking ID: 2169

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Sutton, Redevelopment Coordinator mjsutton@wycokck.org X5749	Land Bank Approvals

AGENDA ITEM #14.1.

LAND BANK OPTIONS

BACKGROUND

The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.

Please visit the site to review the applications below.

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

14 Single Family Homes

1 Commercial

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

N/A

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

FC Memo Land Bank Options 01.29.25_No Opposition

Approved by Mayor/Administrator to add to agenda.

Wyandotte County Land Bank

Economic Development Department

Jud Knapp, Manager

701 North 7th 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: January 23, 2026

SUBJECT: **Land Bank Options - No Opposition (Grouped for Approval)**

This item includes all Land Bank applications that have been reviewed by staff and shared with neighborhood groups, and for which no opposition or concerns have been received. These applications will be grouped together and presented as a single agenda item for approval. Commissioners will have the opportunity to request that any application be removed from this item and discussed separately, if needed.

Please visit the site to review the applications below
https://gisapp.wycokck.org/Landbank.html

Item #	Name	Type	Address	Parcel
A 1	Erika Y Pena	Single Family Home	3012 WASHINGTON AVE	63618
A 2	Kayla Barr	Single Family Home	10841 COUNTRYSIDE DR	182702
A 3	Kayla Barr	Single Family Home	8708 SPLITLOG AVE	144308
A 4	S&D Investment Group	Single Family Home	712 N 13TH ST	81065
A 5	ROGELIO AVALOS	Single Family Home	1338 N 48TH ST	47500
A 6	RA ENGINEERING CORP	Single Family Home	1716 SOUTHWEST BLVD	905524
A 7	Joshua Ladd	Single Family Home	1700 S 40TH ST	170130
A 8	MELISSA LOCKHART	Single Family Home	4208 N 79TH ST	931504
A11	Kasset Funds, LLC	Single Family Home	2600 YATES ST	150622
A12	Kasset Funds, LLC	Single Family Home	1640 S 14TH ST	143161
			1700 S 14TH ST	143162
A13	Nick LeQuia	Single Family Home	5000 OAKLAND AVE	47420
A14	Nick LeQuia	Single Family Home	4348 WALKER AVE	60608

Item #	Name	Type	Address	Parcel
A15	Isaias Mejia Gomez	Single Family Home	158 N 74TH ST	929105
C 1	Wyco Rentals llc	Commercial	7848 LEAVENWORTH RD	35872

Tracking ID: 2170

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Sutton, Redevelopment Coordinator mjsutton@wycokck.org X5749	Land Bank Approvals

AGENDA ITEM #14.2.

LAND BANK PROPERTY TRANSFERS

BACKGROUND

The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.

Please visit the site to review the applications below.

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

9 Yard Extensions

2 Garden

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

N/A

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

FC Memo Land Bank Property Transfers 01.29.26 No Opposition

Approved by Mayor/Administrator to add to agenda.

Wyandotte County Land Bank

Economic Development Department

Jud Knapp, Manager

701 North 7th 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: January 23, 2026

SUBJECT: **Land Bank Property Transfers - No Opposition (Grouped for Approval)**

This item includes all Land Bank applications that have been reviewed by staff and shared with neighborhood groups, and for which no opposition or concerns have been received. These applications will be grouped together and presented as a single agenda item for approval. Commissioners will have the opportunity to request that any application be removed from this item and discussed separately, if needed.

Please visit the site to review the applications below https://gisapp.wycokck.org/Landbank.html

Item	Name	Type	Address	Parcel
PT 1	Daniel Alvarez	Garden	1225 GILMORE AVE	67342
PT 2	Stacy Robinson	Garden	1914 SPRINGFIELD BLVD	111003
PT 3	Roberto Barragan	Yard Extension	812 GILMORE AVE	122050
PT 4	Vickey Nunnally	Yard Extension	2259 RUSSELL AVE	162018
PT 5	Hector Ramon Rosales Fernadez	Yard Extension	1941 N 17TH ST	116405
PT 6	Virginia De La Torre	Yard Extension	815 N 9TH ST	81343
PT 7	Celia Peralta	Yard Extension	1347 ROWLAND AVE	157585
PT 8	Yimi Lemus	Yard Extension	1407 N 32ND ST	63578
PT 9	Jimmie Jones	Yard Extension	1706 RICHMOND AVE	98618

PT10	Deyvin A. Pineda	Yard Extension	2507 N 13TH ST	157521
PT11	BMP Enterprises, LLC	Yard Extension	1907 N 10TH ST	212028

Tracking ID: 211316

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Sutton, Redevelopment Coordinator mjsutton@wycokck.org X5749	Land Bank Approvals

AGENDA ITEM #15.1.

LAND BANK OPTIONS NON-CONSENT

BACKGROUND

The following option applications were presented at the December 8, 2025, Neighborhood & Community Development Standing Committee:
Please visit the new site to review the applications below
https://gisapp.wycokck.org/Landbank.html

B 3. LMK & Associates LLC – 6 homes

1746 GREELEY AVE - 115996
1742 GREELEY AVE - 115995
1738 GREELEY AVE - 115994
1732 GREELEY AVE - 115992
1720 GREELEY AVE - 115988
1716 GREELEY AVE - 115987

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

n/a

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

FC Memo Land Bank Options 12.18.25_With Opposition Comments

Approved by Mayor/Administrator to add to agenda.

Wyandotte County Land Bank

Economic Development Department

Jud Knapp, Manager

701 North 7th 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: December 15, 2025

SUBJECT: **Land Bank Options - With Opposition (For Discussion)**

This item includes applications that have received written or verbal opposition comments from staff, neighborhood associations, or community members. These applications will be discussed individually during the meeting.

Please visit the site to review the applications below
https://gisapp.wycokck.org/Landbank.html

Item	Name	Type	Address	Parcel
WO B 3	LMK & Associates LLC	Multi Family	1746 GREELEY AVE	115996
			1742 GREELEY AVE	115995
			1738 GREELEY AVE	115994
			1732 GREELEY AVE	115992
			1720 GREELEY AVE	115988
			1716 GREELEY AVE	115987
Voted 4-1 at NCD. Neighborhood group has requested additional information on plans and progress of existing option agreement.				