

Unified Government of Wyandotte County and Kansas City, Kansas



## Board of Commissioners

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*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*

**Due to construction, the July 2, 2026, Board of Commissioners meeting will be conducted in the Fifth-floor conference room of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas.**

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## UPDATED AGENDA

Thursday, July 2, 2026

5:30 PM

**(EXECUTIVE SESSION WILL BEGIN AT 5:00 PM)**

1. CALL TO ORDER/ROLL CALL

**EXECUTIVE SESSION (CHANGE OF ORDER PER AGENDA UPDATE)**

**EXECUTIVE SESSION-LITIGATION**

**EXECUTIVE SESSION REGARDING CONSULTATION WITH AN ATTORNEY ON MATTERS THAT WOULD BE DEEMED PRIVILEGED IN AN ATTORNEY-CLIENT RELATIONSHIP. Executive sessions are closed to the public pursuant to the Kansas Open Meetings Act.**

Tracking #: 21668

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. REVISIONS TO AGENDA

5.1 AGENDA UPDATE: ADDING ITEM NOS. 6.1 AND 6.2 TO THE MAYOR'S AGENDA AND ADDING DOCUMENTS TO ITEM NO. 7.1 UNDER THE REGULAR CONSENT AGENDA.

6. PUBLIC ANNOUNCEMENTS

## 7. MAYOR'S AGENDA

### 7.1 **RESOLUTION: MEMORANDUM OF UNDERSTANDING (ADDED PER AGENDA UPDATE)**

Synopsis: Adoption of a resolution approving the Memorandum of Understanding between David W. Johnston and The Unified Government.

Tracking #: 21712

### 7.2 **RESOLUTION: APPOINTMENT OF THE INTERIM COUNTY ADMINISTRATOR (ADDED PER AGENDA UPDATE)**

Synopsis: Adoption of a resolution authorizing the appointment of Alan Howze as the Interim County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas.

Tracking #: 21713

## 8. REGULAR CONSENT AGENDA

### 8.1 **RESOLUTION: DOWNTOWN GROCERY STORE AT 501 MINNESOTA AVENUE (ADDING ADDITIONAL DOCUMENTS PER AGENDA UPDATE)**

Synopsis: Adopt a resolution to authorize the Mayor/CEO to enter into a management agreement with Santa Fe Grocers, LLC, to operate and manage the downtown grocery store located at 501 Minnesota Avenue in Kansas City, Kansas.

*This item was requested to be fast tracked from the June 29, 2026, **Economic Development and Finance Standing Committee**, chaired by Commissioner Davis.*

Tracking #: 21666

### 8.2 **APPOINTMENT: BOARDS AND COMMISSIONS**

Synopsis: **Quindaro Ruins Archaeological Park Task Force:**

Reappointment of Gordon Criswell-Term 07/02/26 to 12/15/29, submitted by Mayor Watson

Reappointment of Broderick Henderson-Term 07/02/26 to 12/15/29, submitted by Mayor Watson

Tracking #: 21619

### 8.3 **MINUTES**

Synopsis: Minutes from the Regular Session meeting on June 4, 2026, and minutes from the Special Session meeting on September 9, 2025.

Tracking #: MINUTES

### 8.4 **WEEKLY BUSINESS**

Synopsis: Weekly business materials dated June 4 and June 11, 2026.

Tracking #: WEEKLY BUSINESS

## 9. PUBLIC HEARING AGENDA

## 10. STANDING COMMITTEES' AGENDA

### 11. ADMINISTRATOR'S AGENDA

#### 10.1 BUDGET: CIP WORKSHOP (ADDING ADDITIONAL DOCUMENTS PER AGENDA UPDATE)

Synopsis:

*This item is a continuation from the Board of Commissioners meeting on June 24, 2026.*

Tracking #: 21705

### 12. COMMISSIONERS' AGENDA

### 13. ADJOURN

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The Unified Government of Wyandotte County and Kansas City, Kansas will provide necessary, reasonable auxiliary aids and services, such as ASL translators, machine-readable copies of meeting materials, or on-site language interpretation. Individuals requiring any auxiliary aids or services should contact the Unified Government Office of the Clerk by emailing or calling [UGclerkrequest@wycokck.org](mailto:UGclerkrequest@wycokck.org) or 913-573-5260 at least 48 hours in advance of the meeting. Persons may address the Commission during the time set aside for Public Comment on each item scheduled or at any time by suspension of the rules. All persons must address the commission and state their name and address for the record. Comments shall be limited to three (3) minutes for each participant. Disruptive comments and behavior are not permitted and may result in removal from the meeting.

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

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

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**AGENDA UPDATE  
UNIFIED GOVERNMENT BOARD OF COMMISSIONERS MEETING  
THURSDAY, JULY 2, 2026**

**CHANGING ORDER AND START TIME OF MEETING TO 5:00 PM:  
EXECUTIVE SESSION-LITIGATION**

**EXECUTIVE SESSION REGARDING CONSULTATION WITH AN ATTORNEY ON MATTERS THAT WOULD BE DEEMED PRIVILEGED IN AN ATTORNEY-CLIENT RELATIONSHIP.** Executive sessions are closed to the public pursuant to the Kansas Open Meetings Act.

**Tracking #: 21668**

**ADDING ITEMS:**

**6. MAYOR'S AGENDA**

**Item No. 6.1– RESOLUTION: MEMORANDUM OF UNDERSTANDING**

**Synopsis:** Adoption of a resolution approving the Memorandum of Understanding between David W. Johnston and The Unified Government.

**Tracking #: 21712**

**Item No. 6.2 – RESOLUTION: APPOINTMENT OF THE INTERIM COUNTY ADMINISTRATOR**

**Synopsis:** Adoption of a resolution authorizing the appointment of Alan Howze as the Interim County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas.

**Tracking #: 21713**

**ADDING DOCUMENTS:**

**7. REGULAR CONSENT AGENDA**

**Item No. 7.1– RESOLUTION: DOWNTOWN GROCERY STORE AT 501 MINNESOTA AVENUE**

**Tracking #: 21666**

- Grocery Store PowerPoint
- United Market PowerPoint

**10. ADMINISTRATOR'S AGENDA**

**Item No. 10.1– BUDGET: CIP WORKSHOP**

**Tracking #: 21705**

- CIP Memos



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
		Mayor's Office
AGENDA ITEM #7.1.		
RESOLUTION: MEMORANDUM OF UNDERSTANDING (ADDED PER AGENDA UPDATE)		
BACKGROUND		
Adoption of a resolution approving the Memorandum of Understanding between David W. Johnston and The Unified Government.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
a reso sample authorizing mayor to sign CA restatement, Johnston MOU re Terms of Severance 6.23.26		

Approved by Mayor/Administrator to add to agenda.

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

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

That the Mayor of the Unified Government of Wyandotte County/Kansas City,  
Kansas, is hereby authorized and directed to execute in the name of the Unified  
Government and to attach the seal of the Unified Government thereto as the voluntary act  
of the Unified Government the attached Memorandum of Understanding between David  
W. Johnston and The Unified Government of Wyandotte County/Kansas City, Kansas.

ADOPTED BY 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:

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

**Memorandum of Understanding between David W. Johnston and  
The Unified Government of Wyandotte County/Kansas City, Kansas**

This Memorandum of Understanding (“MOU”) is entered into on the \_\_\_\_\_ day of June, 2026, by and between David W. Johnston (“Johnston”) and the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”).

Recitals

**WHEREAS**, the parties entered into an “Amended and Restated Agreement” regarding the employment of David W. Johnston as County Administrator on May 8, 2025; and

**WHEREAS**, the parties wish to enforce applicable sections of the Amended and Restated Agreement at this time; and

**WHEREAS**, the parties agree that this MOU will serve to clarify the intent of both parties in enforcing the terms of the Amended and Restated Agreement;

**NOW THEREFORE**, the parties agree as follows:

Terms and Conditions

1. **Resignation.** As provided in Section 15. A. 6. of the Amended and Restated Agreement, JOHNSTON agrees to resign his position as County Administrator effective July 6, 2026 (“date of separation”).
2. **Separation and Severance Pay.** As provided in Section 3. A. of the Amended and Restated Agreement, the Unified Government will pay JOHNSTON bi-weekly in a continuation of his current salary rate for nine months following his date of separation.
3. **Compensation.** As provided in Section 4. E. of the Amended and Restated Agreement, the Unified Government will continue to purchase and pay the required premiums for (1) family or

individual medical; (2) dental; and (3) vision coverage as provided to all Unified Government employees.

4. **Sick Leave, Vacation Leave, and Compensatory Time.** As provided in Section 7. C. of the Amended and Restated Agreement, the Unified Government will pay JOHNSTON all accrued vacation time not to exceed 1420 hours, all paid holidays not to exceed 20, and no more than 160 hours of sick days as of the date of separation. These rates will be calculated using the hourly and daily rate formulas calculated by the Human Resourced Department. No leave will accrue after separation. JOHNSTON will not receive payment for any accrued compensatory time. All other stipends and vehicle allowance will stop as of date of separation.
5. **Taxes; responsibility.** JOHNSTON assumes responsibility for all taxes that he may owe as a result of the payments made under this agreement.
6. **Mutual Non-Disparagement.** JOHNSTON agrees not to make disparaging remarks about the Unified Government or its Elected Officials. The Unified Government and its Elected Officials agree that they will not make disparaging remarks about JOHNSTON to the media or any other source.
7. **Defense of civil actions or proceedings; indemnification; cooperation.** Subject to K.S.A. 75-6108(b), the Unified Government will provide for the defense of any civil action or proceeding against JOHNSTON, in his official or individual capacity or both, on account of an act or omission in the scope of his employment with the Unified Government. The Unified Government in its sole discretion may choose to have its attorneys defend JOHNSTON, may provide for his defense by employing outside counsel, or may permit the defense to be provided by an insurer if the claims are or may be covered by insurance. The Unified Government also will indemnify JOHNSTON for any judgment entered against him to the extent required by the Kansas Tort Claims Act. JOHNSTON will cooperate in good faith in the defense of all actions or proceedings brought against him.
8. **Cooperation on other claims, lawsuits, actions, etc.** Upon request, JOHNSTON will cooperate in good faith with the Unified Government and its attorneys and insurance carriers on claims, lawsuits, civil and administrative actions, appeals, grievance hearings, and arbitrations

in which he is not a named party, but as to which he may have relevant knowledge or information. JOHNSTON'S cooperation will extend to meeting with counsel, providing information, giving statements or testimony, and furnishing such other assistance as is reasonably requested. Reasonable expenses for travel, lodging, and meals incurred by JOHNSTON in connection with requests for his cooperation will be promptly reimbursed by the Unified Government or its insurance carrier.

9. **Property.** JOHNSTON agrees to return all Unified Government property or equipment by the date of separation.

10. This MOU constitutes the agreement of both parties. Other than as set forth here, no representations, oral or written, expressed or implied, have been made and no agreements or understandings, oral or written, expressed or implied, have been reached between the parties.

DAVID W. JOHNSTON

\_\_\_\_\_ June \_\_, 2026

Witness: \_\_\_\_\_

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: \_\_\_\_\_ June \_\_, 2026

Title: \_\_\_\_\_



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
		Mayor's Office
AGENDA ITEM #7.2.		
RESOLUTION: APPOINTMENT OF THE INTERIM COUNTY ADMINISTRATOR (ADDED PER AGENDA UPDATE)		
BACKGROUND		
Adoption of a resolution authorizing the appointment of Alan Howze as the Interim County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Draft Resolution Approving Interim CA Alan Howze 6.29 (002)		

Approved by Mayor/Administrator to add to agenda.

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

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF ALAN HOWZE AS THE INTERIM COUNTY ADMINISTRATOR OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

WHEREAS, on April 1, 1997, the voters of Wyandotte County approved the Consolidation Recommendations of the Wyandotte County/Kansas City, Kansas Consolidation Study Commission, (the "Charter") consolidating the Board of Commissioners of Wyandotte County, Kansas and the City Council of Kansas City, Kansas, into the Unified Government Board of Commissioners (the "Board of Commissioners"); and

WHEREAS, the Charter provides for the appointment of a County Administrator by the Mayor/CEO with the consent of the Board of Commissioners; and

WHEREAS, Resolution No. R-1-97, codified in the Unified Government Code of Ordinances in Chapter 2. Article I. provides that the County Administrator shall be appointed on the basis of executive, managerial, and administrative qualifications as demonstrated by a verified record of training and experience; and

WHEREAS, Resolution No. R-1-97, codified in the Unified Government Code of Ordinances in Chapter 2, Article I. provides that the terms and conditions of employment of the County Administrator shall be reduced to writing; and

WHEREAS, Resolution No. R-1-97, codified in the Unified Government Code of Ordinances in Chapter 2. Article I. provides that the County Administrator shall be a resident of the County while in office.

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

Section 1. That the Mayor, with the consent of the Unified Government Board of Commissioners, having reviewed the qualifications, training, and experience of Alan Howze, hereby appoints Alan Howze as Interim County Administrator of the Unified Government for a term not to exceed six months, beginning 12:01 am July 6, 2026, and ending no later than January 6, 2027.

Section 2. That the Mayor/CEO is hereby authorized to negotiate the terms and conditions including salary of Alan Howze's appointment as Interim County Administrator, not to exceed the salary of the current County Administrator and to execute an agreement memorializing said terms and conditions. All terms and conditions not memorialized shall be governed by the Unified Government Human Resources Guide.

Section 3. All other employees and agents of the Unified Government are authorized to approve all certificates and instruments and take all actions as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

**APPROVED AND 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:**

\_\_\_\_\_  
**Chief Counsel**



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Chelsee Chism, Director</div> <p>cchism@wycokck.org X8046</p>	Economic Development
<b>AGENDA ITEM #8.1.</b>		
<b>RESOLUTION: DOWNTOWN GROCERY STORE AT 501 MINNESOTA AVENUE (ADDING ADDITIONAL DOCUMENTS PER AGENDA UPDATE)</b>		
<b>BACKGROUND</b>		
<p>The Unified Government ("UG") is owner of the grocery store located at 501 Minnesota Avenue. The former manager of the downtown grocery store (the "MERC") closed operations in December 2025. The Management Agreement ("Agreement") between the UG and Santa Fe Grocers, LLC ("Manager") contemplates the UG providing a pre-opening fund of \$150,000 to be used towards demolition, construction, equipment, and other improvements associated with reopening the grocery store. The pre-opening funds are proposed to be directed from the American Royal Subcommittee Fund.</p> <p>The initial term of the Agreement is three (3) years, after which the Agreement will automatically renew for successive one (1) year terms. The Agreement also contemplates an option to purchase the UG-owned site. Manager will pay the UG \$5,000 per month occupancy fee following the initial twelve (12) month period; the occupancy fee will increase 3% annually following renewal of the Agreement. The Agreement also includes revenue sharing in the amount of 5% of Net Operating Income.</p> <p>The Manager will be responsible for payment of annual property taxes, which the UG will direct towards repayment of the outstanding Tax Increment Financing ("TIF") District bonds. In 2024, property taxes totaled \$78,789.00.</p>		
<b>RECOMMENDATION</b>		
Approve Fast Track		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
N/A		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Resolution for Management Agreement United Market 6-29-26 ED-F, UG - Grocery Store Management Agreement - Santa Fe Grocers (Stinson 5.19.26)-242380732-v6, Executive Summary Grocery Store Management Agreement Santa Fe Grocers, Grocery Store Power Point for ED&F Meeting on 6_29_2026, United Market PP		

Approved by Mayor/Administrator to add to agenda.

**RESOLUTION NO. R-\_\_\_-26**

**A RESOLUTION AUTHORIZING THE MAYOR/CEO TO ENTER INTO A GROCERY STORE MANAGEMENT AGREEMENT WITH SANTA FE GROCERS, LLC, dba UNITED MARKET, WITH RESPECT TO AN EXISTING GROCERY STORE FACILITY IN DOWNTOWN KANSAS CITY, KANSAS**

**WHEREAS**, the Unified Government owns certain real property situated in Wyandotte County, Kansas, that includes a former full-service grocery store formerly operated as the Merc and located at 501 Minnesota Avenue in Kansas City, Kansas;

**WHEREAS**, Santa Fe Grocers, LLC, proposes to operate and manage a full-service grocery store in the facility at 501 Minnesota Avenue;

**WHEREAS**, the parties acknowledge that maintaining a full-service grocery store at the 501 Minnesota Avenue site serves an essential public purpose in an underserved area;

**WHEREAS**, the governing body of the Unified Government intends to enter into a management agreement with Santa Fe Grocers, LLC, dba United Market to re-open the downtown facility and to operate and manage it as a full-service grocery store, along with certain improvements and parking.

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

**Section 1. Authorization.** The Unified Government Mayor/CEO is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/ Kansas City, Kansas the above referenced Agreement.

**Section 2. Further authority.** The Mayor, the County Administrator, and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3. Effective Date.** This Resolution shall be effective upon its adoption by the Unified Government Board of Commissioners.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.**

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Christal E. Watson  
Mayor/CEO

Attest:

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Monica Sparks, Unified Government Clerk

Approved as to Form:

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Angela J. Lawson, Chief Counsel

**GROCERY STORE MANAGEMENT AGREEMENT**

by and between

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

and

SANTA FE GROCERS LLC, a Kansas limited liability company, dba United Market

With Respect to Existing Grocery Store Facility Located at:

501 Minnesota Avenue, Kansas City, Kansas

July \_\_, 2026

## **GROCERY STORE MANAGEMENT AGREEMENT**

**THIS GROCERY STORE MANAGEMENT AGREEMENT** (the "Agreement") is made as of the \_\_\_\_ day of July, 2026 (the "Effective Date"), between THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (the "UG") and SANTA FE GROCERS LLC, a Kansas limited liability company, dba United Market ("Manager").

### **RECITALS:**

A. The UG owns certain real property situated in Wyandotte County, Kansas, and more particularly described on Exhibit 1 attached hereto (the "Project Site"), on which an existing grocery store facility is located.

B. A grocery store facility (the "Grocery Store") exists on a portion of the Project Site described on Exhibit 2 attached hereto and made a part hereof (the "Grocery Store Site"). The parties acknowledge that maintaining a full-service grocery store at the Grocery Store Site serves an essential public purpose in an underserved area.

C. Manager proposes to operate and manage the Grocery Store pursuant to the terms and conditions of this Agreement.

D. The parties hereto do now desire to make and enter into this Agreement.

### **AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Manager hereby agree as follows:

#### **ARTICLE 1** **DEFINITIONS; INTERPRETATION**

**1.1 Interpretation.** In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits is deemed part of this Agreement to the same extent as if set forth herein;

(g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

**1.2 Accounting Terms.** Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

**1.3 Legal Representation of the Parties.** This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

**1.4 Definitions.** All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

**ARTICLE 2**  
**APPOINTMENT OF MANAGER; EMPLOYEES; OPERATING COVENANT;**  
**PERMITTED USE**

**2.1 Undertaking of Manager.** Manager hereby agrees, subject to the terms and conditions hereinafter provided, to manage and operate the Grocery Store for the Term. Manager hereby accepts such engagement on the terms and conditions hereinafter set forth. Manager shall have no right or authority, express or implied, to commit or otherwise obligate the UG or to encumber the Grocery Store Site in any matter whatsoever. Manager acknowledges that it is an independent contractor and not an employee or agent of the UG.

**2.2 Employees.** Manager shall at all times have in its employ or contract for sufficient personnel to enable it to properly, adequately, and safely manage, operate, maintain and account for the Grocery Store. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of Manager, which shall be in all respects the employer of such personnel. Notwithstanding the foregoing, Manager agrees that: (i) all employees of Manager shall receive a minimum starting hourly wage sufficient to provide the necessities and comforts essential to an acceptable standard of living; and

(ii) Manager will actively use its best efforts to recruit, hire and retain as employees the residents of Kansas City, Kansas (especially those in close proximity and in adjacent neighborhoods). Manager shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Furthermore, Manager represents and warrants that it and its employees (and, if applicable, subcontractors and their respective employees) will hold all licenses and permits legally required for it to perform its obligations under this Agreement, and Manager hereby covenants and agrees to maintain all such licenses and permits during the term of this Agreement. As it relates to Manager's personnel arrangements, this Agreement is not one of agency by Manager for the UG but one with Manager engaged independently in the business of employing individuals on its own behalf as an independent contractor, and the UG shall have no liability with respect thereto. The UG and Manager hereby agree that Manager shall be strictly a manager of the Grocery Store and shall have no leasehold or any other property interest in the Grocery Store Improvements or Grocery Store Site whatsoever, subject to the Option to Purchase set forth in Section 7.2.

**2.3 Operating Covenant; Trade Name; Permitted Use.** Manager shall cause the Grocery Store to be continuously operated during community-appropriate hours, and at minimum the hours of 8:00 AM through 8:00 PM each day, subject to closure for remodeling, casualty, condemnation, events of Force Majeure, or other approved closures, as a first-class retail grocery store offering a full range of meats, fresh fruit and vegetable produce, and customary goods, and for no other use whatsoever without the prior written consent of the UG (the "Permitted Use"). Manager shall accept EBT/SNAP and, if feasible, WIC, implement affordability pricing strategies consistent with community needs, and conduct reasonable community education programming. Manager shall conduct Manager's business at the Grocery Store only under the trade name of "United Market".

### **ARTICLE 3** **INITIAL OPERATOR FF&E; EXISTING IMPROVEMENTS; PARKING**

**3.1 Existing Improvements.** All buildings, structural components, systems, and improvements installed by or on behalf of the UG remain UG property. Manager shall have the right to use all existing furniture, fixtures and improvements currently located in the Grocery Store.

**3.2 Initial Operator FF&E.** Manager shall cause to be completed the improvements described on Exhibit 3 in accordance with the fixturing plan attached hereto as Exhibit 4 (the "Initial Operator FF&E"). All Initial Operator FF&E shall be installed at Manager's sole cost and expense, subject to the obligation of the UG with respect to the Pre-Opening Fund set forth in Section 4.2. Trade fixtures, movable equipment, POS systems, and branding elements purchased by Manager ("Manager Trade Fixtures") shall remain Manager's property, provided such purchases are identified on an asset register kept current and shared with the UG.

**3.3 Parking Facilities.** Subject to the terms and conditions of the Parking Facility Use Agreement, during the term thereof, Manager and its employees, agents, contractors, vendors, customers and invitees shall have a non-exclusive right (in common with the UG and such other tenants, licensees, occupants, users, invitees and other parties as the UG may from time to time

designate) to use the parking facilities, drive aisles, access areas and related facilities adjacent to the Grocery Store Site (collectively, the "Parking Area") solely in support of the Permitted Use, including Grocery Store customer parking and grocery cart return areas (the "Manager Parking Rights"). The Parking Area is generally shown on Exhibit 7 attached hereto. The Manager Parking Rights shall be non-exclusive and do not constitute a lease, easement, estate, possessory interest or other real property interest in the Parking Area, and Manager shall have no right to any specifically designated parking spaces or any specific number of parking spaces. Notwithstanding the foregoing, the UG shall at all times during the Term provide, or cause to be made available, at least the greater of (a) 55 parking spaces, or (b) the minimum number of parking spaces required under Applicable Laws and Requirements for the Permitted Use, which parking spaces may be provided on a non-exclusive basis within the Parking Area or within such other parking facilities serving the Grocery Store as the UG may reasonably designate from time to time. The UG reserves the right, in its reasonable discretion and without liability to Manager, to (i) reconfigure, reduce, relocate, restripe, close, modify, improve, repair or otherwise alter any portion of the Parking Area as it reasonably elects to undertake from time to time; and (ii) take such other reasonable actions as the UG deems necessary or advisable in connection with the ownership, management, operation, maintenance, repair, safety, security or use of the Parking Area; provided that the UG shall use commercially reasonable efforts not to materially and unreasonably impair Manager's access to the Grocery Store for the Permitted Use.

#### **ARTICLE 4**

#### **TERM; PRE-OPENING FUND; OPERATING EXPENSES; UG OCCUPANCY FEE; BOOKS AND RECORDS; FINANCIAL REPORTING**

**4.1 Term.** The Term of this Agreement (the "Term") shall, subject to the terms hereof, commence on the Effective Date and shall expire three (3) years from the Effective Date (the "Initial Term") unless sooner terminated in accordance with any of the other provisions of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term") unless either party delivers written notice of non-renewal at least six (6) months prior to the end of the then-current term. Any holdover following expiration or termination shall be on a month-to-month basis and shall not extend the Option to Purchase set forth in Article 7.

**4.2 Pre-Opening Fund.** The UG shall fund One Hundred Fifty Thousand Dollars (\$150,000) as a contribution toward the demolition, hard construction costs and/or signage of the Initial Operator FF&E (the "Pre-Opening Fund"). Manager shall submit reasonable documentation for reimbursement or direct payment and UG shall remit reimbursement or direct payment (as applicable) for eligible costs within thirty-five (35) days of receipt of Manager's documentation and request. Any misuse of the Pre-Opening Fund, and any default by Manager under this Agreement during the first twelve (12) months of the Initial Term which results in a termination by the UG, shall cause the Pre-Opening Fund to be subject to clawback by the UG, payable within thirty (30) days following written demand thereof.

**4.3 Payment of Operating Expenses.** Manager shall be responsible for payment of all expenses incurred in the operation and maintenance of the Grocery Store pursuant hereto (the "Operating Expenses"), including without limitation, the following: (i) purchases of grocery inventory; (ii) purchases and rentals of trade equipment and fixtures, and maintenance charges

incurred with respect thereto; (iii) media advertising and other business promotion, with newspaper and other print medium advertising charges; (iv) cleaning services and supplies; (v) uniforms and laundry; (vi) legal and accounting services specific to the operation of the Grocery Store; (vii) office supplies and expenses; (viii) trade association dues; (ix) inspections; (x) utilities necessary to operate and manage the Grocery Store, including electricity, gas, water, sewage, trash, and telephone; (xi) personnel employed at or in connection with the Grocery Store by Manager, including the direct cost of all salaries and wages, payroll taxes, unemployment compensation contributions, or other fringe benefits to which such personnel may be entitled as employees of Manager; (xii) ordinary maintenance and repairs of the Grocery Store Improvements pursuant to this Agreement; (xiii) insurance secured and maintained by Manager pursuant to this Agreement; (xiv) all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Grocery Store Site or Grocery Store Improvements; (xv) Allocated Expenses to the extent allocated to the Grocery Store in accordance with an Approved Allocation Methodology pursuant to Section 5.7; and (xvi) any and all other direct cost and expenses reasonably necessary to the operation and management of the Grocery Store.

**4.4 UG Occupancy Fee; Late Payments.** The UG Occupancy Fee (as herein defined) shall be abated for a period of twelve (12) full calendar months commencing on the Effective Date (the "Abatement Period"). Commencing on the first day of the month immediately following the expiration of the Abatement Period and continuing throughout the Initial Term, Manager shall pay the UG a fee for operating the Grocery Store in the amount of Five Thousand Dollars (\$5,000) per month (the "UG Occupancy Fee"), payable in advance on the first day of each calendar month. All UG Occupancy Fees paid shall be credited dollar-for-dollar to the purchase price if the Option to Purchase is exercised and the purchase closes pursuant to Article 7. The UG Occupancy Fee during any Renewal Term shall be increased by three percent (3%) annually, effective as of the first day of each Renewal Term. To compensate the UG for its additional cost of processing late payments, for any payment of UG Occupancy Fee which is not received when due, Manager will pay a late charge of equal to ten percent (10%) of such UG Occupancy Fee. In addition, all amounts payable under this Agreement by Manager to UG, if not paid when due will thereafter bear interest until paid at the rate of twelve percent (12%) annually (the "Default Rate").

**4.5 Books and Records.** Manager shall maintain at its principal office adequate and separate books and records in connection with its management and operation of the Grocery Store. Such books and records shall be kept in accordance with GAAP consistently applied. The UG shall have the right and privilege of examining and auditing such books and records at any and all reasonable times. If Manager's principal office is not located within the Kansas City metropolitan area, Manager shall maintain an identical set of books and records at a location within the Kansas City metropolitan area.

**4.6 Financial Reports.** Manager shall render to the UG financial reports as follows: (a) within forty-five (45) days after the end of each Quarterly Accounting Period, a narrative report on operations of and at the Grocery Store accompanied by a statement of income and expenses and a balance sheet in a form mutually agreed upon between Manager and UG, together with a preliminary calculation of year-to-date Net Operating Income; (b) within one hundred eighty (180) days after the end of each Fiscal Year, a financial statement for the just ended Fiscal Year; (c) within thirty (30) days of filing, copies of sales tax returns for the Grocery Store; and (d) within

ninety (90) days after the expiration or earlier termination of this Agreement, a final financial statement.

**4.7 Audit Rights.** At any time during the Term, the UG shall have the right to audit Manager's books, records, Operating Expenses, financial records, NOI Statements, and all calculations related to revenue sharing under Article 5, at reasonable times upon reasonable prior written notice, and Manager agrees to fully cooperate with any such audit. In the event that any such audit reveals an error or discrepancy, Manager shall correct the error and pay any amounts required to compensate for any deficiency. In addition to paying any such deficiency, if the audit reveals an error larger than three percent (3%) in Gross Revenues, UG Occupancy Fee, Operating Expenses, or Net Operating Income in any Measurement Period, then Manager shall bear the reasonable costs of such audit, including reasonable accounting fees.

**4.8 Allocation Audit Rights.** The UG shall have the right to review, challenge, and audit any allocation of Shared Costs to the Grocery Store. Manager shall provide supporting documentation concerning any Shared Costs within fifteen (15) days of the UG's written request. If an audit reveals improper allocations, the affected amounts shall be excluded from Operating Expenses and NOI shall be recalculated; if such recalculation results in additional Net Operating Income, Manager shall pay the UG NOI Share attributable thereto with interest at the Default Rate. Manager shall cause any Affiliate operating an Affiliated Store to cooperate with such audits and provide access to relevant records.

**4.9 Budgets and Reports.** Manager shall submit to the UG (or its designated representatives) for its review, at least thirty (30) days prior to the anticipated beginning of operations of the Grocery Store, and at least ninety (90) days prior to the beginning of each Fiscal Year thereafter, a proposed Operating Budget ("Operating Budget") for the Grocery Store for each Fiscal Year, which Operating Budget shall set forth in reasonable detail Manager's best estimate of Gross Revenues and Operating Expenses. The UG, acting through the County Administrator or the County Administrator's designee, agrees to review and comment on such proposed Operating Budget to Manager in writing on or before the sixtieth (60th) day after receipt thereof from Manager. The UG's consideration of the Operating Budget and changes thereto shall be based upon factors concerning management and ownership of the Grocery Store consistent with this Agreement. Manager shall implement such Operating Budget and shall be authorized, subject to the limitations set forth in this Agreement, without the need for approval by UG, to make the expenditures and incur the obligations reasonably anticipated by the relevant Operating Budget. Manager shall endeavor to operate within approved budgets, and Manager may not exceed any line item in the Operating Budget by more than fifteen percent (15%) in any Quarterly Accounting Period without the prior consent of the UG.

## **ARTICLE 5** **REVENUE SHARING**

**5.1 General.** In order to preserve accountability and incentivize profitable operations, the parties hereby adopt a performance-based mechanism of revenue sharing tied to Net Operating Income as set forth in this Article 5. Manager acknowledges that the revenue sharing obligations

set forth in this Article 5 are material components of the economic arrangement between the parties and are intended to align Manager's financial interests with the public-purpose objectives of the UG.

**5.2 Definitions.** The following terms shall have the meanings set forth below for purposes of this Article 5:

(a) “Actual NOI” means, for any Measurement Period, the Net Operating Income of the Grocery Store for such Measurement Period, calculated in accordance with Section 5.4.

(b) “Affiliated Store” means any grocery store, supermarket, food service establishment, or other retail operation (other than the Grocery Store) that is owned, operated, managed, or controlled by Manager or any Affiliate of Manager, whether now existing or hereafter established.

(c) “Allocated Expenses” means the portion of any Shared Costs that is allocated or attributed to the Grocery Store pursuant to an Approved Allocation Methodology and included as an Operating Expense of the Grocery Store for purposes of calculating Net Operating Income.

(d) “Allocation Methodology” means any methodology used by Manager to allocate Shared Costs among the Grocery Store and Affiliated Store(s), such as relative square footage, sales, labor hours, or actual usage.

(e) “Approved Allocation Methodology” means an Allocation Methodology that has been approved in writing by the UG pursuant to Section 5.7, as the same may be amended or modified from time to time with the UG’s prior written consent.

(f) “FF&E Costs” means the costs paid by Manager for the Initial Operator FF&E, as reduced by the amount of the Pre-Opening Fund.

(g) “Measurement Period” means each Fiscal Year during the Term, or such other period as the parties may agree in writing.

(h) “Net Operating Income” or “NOI” means, for any period, the Gross Revenues of the Grocery Store less the Operating Expenses, calculated in accordance with GAAP; provided that: (i) no deduction shall be made for depreciation, amortization, interest expense, income taxes, or capital expenditures; (ii) the UG Occupancy Fee and the Manager’s management fee described in Section 5.3 below shall both be included as an Operating Expense; (iii) non-recurring or extraordinary items shall be excluded unless otherwise agreed; and (iv) Shared Costs shall be included only to the extent allocated pursuant to an Approved Allocation Methodology under Section 5.7.

(i) “Shared Costs” means costs incurred by Manager or any Affiliate that benefit both the Grocery Store and any Affiliated Store, including shared production facilities (e.g., bakery or commissary), warehousing, administration, marketing, purchasing, labor, and technology costs.

**5.3 Revenue Sharing Mechanics.** Manager shall have the right to repay itself for the FF&E Costs from Net Operating Income. After Manager has repaid itself for all FF&E Costs from Net Operating Income, thereafter Manager shall pay to the UG five percent (5%) of Net Operating Income (the “UG NOI Share”) for each Measurement Period. For the avoidance of doubt, if Net Operating Income for any Measurement Period is zero or negative, no revenue sharing payment shall be due to the UG for such Measurement Period. In addition to the foregoing, Manager shall be entitled to pay itself a Management Fee from the Grocery Store’s Gross Revenues or other available funds, which fee shall equal One Hundred Four Thousand Dollars (\$104,000.00) and shall be included as an Operating Expense for purposes of calculating Net Operating Income.

**5.4 Calculation of Actual NOI; NOI Statement.** Within ninety (90) days after the end of each Measurement Period, Manager shall prepare and deliver to the UG a written statement (the “NOI Statement”) setting forth in reasonable detail: (i) the Gross Revenues of the Grocery Store for such Measurement Period; (ii) the Operating Expenses of the Grocery Store for such Measurement Period, itemized by category consistent with the Operating Budget; (iii) the calculation of Actual NOI for such Measurement Period; and (iv) the calculation of the UG NOI Share. The NOI Statement shall be accompanied by supporting documentation reasonably sufficient to verify the calculations set forth therein, including but not limited to the quarterly and annual financial statements delivered pursuant to Section 4.6. Manager shall be responsible for preparing all NOI calculations, subject to the UG’s audit rights set forth in Section 4.7.

**5.5 Payment Mechanics.** The UG NOI Share, if any, for each Measurement Period shall be due and payable by Manager to the UG within thirty (30) days after delivery of the NOI Statement for such Measurement Period. Manager shall remit payment of the UG NOI Share by wire transfer or check to an account designated by the UG.

**5.6 Relationship to UG Occupancy Fee.** The revenue sharing obligations under this Article 5 and the UG Occupancy Fee payable under Section 4.4 are separate and independent obligations. Payment of the UG NOI Share shall not reduce, offset, or otherwise affect the UG Occupancy Fee, and payment of the UG Occupancy Fee shall not reduce, offset, or otherwise affect the UG NOI Share.

**5.7 Allocation of Shared Costs.**

5.7.1 Allocation Standards. Any allocation of Shared Costs between the Grocery Store and any Affiliated Store must be: (a) commercially reasonable and consistent with arm’s-length standards for grocery retail operations; (b) consistently applied across all stores and accounting periods using the same methodology; and (c) approved in writing by the UG prior to implementation. Shared Costs may be included as Operating Expenses only to the extent allocated pursuant to an Approved Allocation Methodology. Any allocation made without UG approval or inconsistent with an Approved Allocation Methodology shall be excluded from Operating Expenses for purposes of calculating NOI.

5.7.2 Approval Process. Prior to allocating any Shared Costs to the Grocery Store, Manager shall submit to the UG a written proposal describing each category of Shared Costs, the proposed allocation methodology, a list of all Affiliated Stores sharing such costs, and supporting calculations. The UG shall have forty-five (45) days to approve or reject the proposal

in writing. Any change to an Approved Allocation Methodology requires the UG's prior written consent and may not be applied retroactively.

5.7.3 Prohibited Practices. Manager shall not: (a) allocate costs exceeding actual amounts incurred; (b) allocate a disproportionate share to the Grocery Store relative to Affiliated Stores receiving equivalent benefits; (c) include any profit margin or markup in allocated costs; (d) use allocation factors that cannot be objectively verified; or (e) time allocations to reduce NOI in any particular period. Any costs allocated in violation of this Section 5.7 shall be excluded from Operating Expenses.

## **ARTICLE 6** **OPERATION OF GROCERY STORE**

**6.1 General Responsibilities of Manager.** Manager is hereby charged with the sole and exclusive management of the Grocery Store, and shall provide the UG with the services customarily provided for in such instances, and shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of the customers and users of the Grocery Store consistent with profitable utilization and sound business practices, and with other first class grocery stores in the Kansas City metropolitan area. It shall be the duty of Manager, at all times during the Term, to operate and maintain the Grocery Store according to high standards for similar facilities. The UG agrees that Manager may contract for goods and services necessary for the operation of the Grocery Store as long as the terms of any such arrangement are consistent and economically competitive with those offered by unrelated parties for similar services.

**6.2 Utilities and Contracts.** Subject to the terms of this Agreement, Manager shall operate, maintain, repair and otherwise manage the Grocery Store and provide for the furnishing of water, electricity, gas, telephone, vermin extermination, trash removal and other services necessary or advisable for the operation of the Grocery Store, and shall either perform such service or hire and supervise contractors in maintenance, repair or replacement, all as is approved by the UG or provided to be performed in accordance with the Operating Budget. Manager is authorized to make and enter into all such contracts, equipment leases, and agreements as are required in the ordinary course of business for the operation, maintenance, and service of the Grocery Store and to pay the same when due and otherwise fully perform thereunder; however, Manager shall be required to obtain the consent of the UG before entering into any such contract, lease or agreement, of whatever nature, if the total amount payable under such contract, lease or agreement exceeds the sum of \$5,000 and is not provided for in the Operating Budget. Without limiting Manager's indemnity set forth in Section 6.12 hereof, Manager hereby agrees to pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Manager in any action or proceeding brought by reason of any claim, demand, expense, penalty or fine under the contracts described in this Section.

**6.3 Term of Contracts.** Any contract, equipment lease, or agreement entered into by Manager with respect to the Grocery Store shall not exceed a term of one (1) year, unless terminable without penalty on thirty (30) days' notice or less, without the prior written approval of the UG.

**6.4 Employment of Personnel.** Manager shall hire, train, supervise, direct the work of, and discharge all personnel of the Grocery Store. Manager will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, ancestry, handicapped status, marital status, Vietnam era veteran status, familial status, or special disabled veteran status. Such personnel shall in every instance be deemed employees of Manager and not of the UG. The UG shall have no right to supervise or direct such employees. Notwithstanding any other provision of this Agreement, Manager agrees to indemnify and hold the UG, its governing body members, directors, officers, employees and agents harmless from any loss, cost, or expense, including attorneys' fees, incurred by them, or any of them, with respect to a breach by Manager of this subsection. Salaries, wages, and other compensation of Manager's employees, including social security, taxes, worker's compensation insurance, and the like, shall be an Operating Expense. Manager shall execute and file punctually when due all forms, reports, and returns required by law relating to the employment of personnel.

**6.5 Taxes.** Manager shall pay or cause to be paid, as they become due and payable all taxes, assessments (which, for purposes of this Section shall be deemed to include any Benefit District assessments and any transportation development district assessments) and other governmental charges lawfully levied or assessed or imposed upon the Grocery Store Site or Grocery Store Improvements or any part thereof or upon any income therefrom, including, but not limited to, any taxes, assessments or other governmental charges levied, assessed or imposed on the Grocery Store Improvements, or with respect to the assessed value of the Grocery Store Improvements; provided however, that Manager shall not be required to pay or cause to be paid such taxes or assessments or other charges to the extent that the amount, applicability or validity thereof shall be contested in good faith by appropriate proceedings and the Manager shall have established and shall maintain adequate reserves on its books for the payment of the same if required by GAAP. Manager agrees that it is the intent of this Agreement that, notwithstanding any ownership of the Project Site by the UG, the Grocery Store Site, the Grocery Store Improvements, and all parts thereof, shall be subject to the taxes, assessments and other governmental charges that would be applicable if it were not owned by the UG, but, instead, was and is owned by a tax-paying Person, and Manager agrees that Manager shall not make any filing or application, or take any action seeking any exemption for the Grocery Store Site or Grocery Store Improvements or which has as its purpose the causing of the same to be tax-exempt. In the event that the Grocery Store Site or Grocery Store Improvements shall be deemed exempt from normal real and/or personal property taxes and assessments or other governmental charges for any reason whatsoever, there shall be paid to the UG, from Gross Revenues, as an Operating Expense, a payment in lieu of taxes ("Property Tax PILOT"); the amount, from time to time, of such Property Tax PILOT, and the time for payment of the same shall be as similar as practicable to what the normal real and/or personal property taxes, assessments and other governmental charges respecting the Grocery Store Site, the Grocery Store Improvements, and all parts thereof, would be at any particular time if the same were not exempt, and if the UG and Manager cannot agree as to the same, the matter will be submitted to a binding private arbitration proceeding, the rules, procedures and standards for which shall be substantially similar to those in a proceeding in which Manager would have otherwise contested the amount of normal real and/or personal property taxes and assessments or other governmental charges, had the same been levied or assessed, and the costs of any such arbitration shall be paid one-half (½) by Manager and one-half (½) by the UG.

**6.6 Insurance; Kansas Tort Claims Act.**

6.6.1 **Required Insurance.** During the Term, Manager shall, as an Operating Expense, maintain or cause to be maintained insurance with respect to the Grocery Store Site, the Grocery Store Improvements and the Grocery Store covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating and/or managing similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in its judgment, are adequate to protect the UG, the Grocery Store Site, the Grocery Store Improvements, and the Grocery Store, but in no event in an amount less than that required by the greater of the amounts required by Kansas law or the Insurance Specifications attached hereto as Exhibit 5, and made a part hereof. Each policy or other contract for such insurance shall (a) name the UG and Manager as an insured and loss payee where appropriate; provided, however, that with respect to any liability policy, (i) the UG shall be named as an insured only in an amount not to exceed the KTCA Liability Cap (as defined below), and (ii) the limitation set forth in this proviso shall not apply to property insurance or any other non-liability coverage; and (b) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to the UG, Manager and each other insured, additional insured, loss payee and mortgage payee named therein.

6.6.2 **Kansas Tort Claims Act.**

(a) **Non-Waiver of Sovereign Immunity.** Notwithstanding anything to the contrary in this Agreement, including the insurance requirements in Section 6.6.1 and Exhibit 5, nothing herein shall be construed to require the UG to obtain or maintain any insurance coverage, or to take any other action, that would constitute a waiver of the UG's sovereign immunity, governmental immunity, or any rights, protections, limitations, or defenses available under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended (the "KTCA"). The UG does not, by entering into or performing under this Agreement, waive any immunity, defense, or limitation of liability to which it is entitled under the KTCA.

(b) **Liability Cap; Effect of Insurance.** The parties acknowledge that, pursuant to the KTCA, the maximum aggregate liability of a governmental entity for tort claims arising out of a single occurrence is currently \$500,000 (the "KTCA Liability Cap"). Notwithstanding anything to the contrary in this Agreement, no insurance policy obtained or maintained by or on behalf of the UG in connection with this Agreement shall (i) constitute a waiver of any immunity or defense available to the UG under the KTCA, (ii) expand the UG's liability beyond the KTCA Liability Cap, or (iii) create any liability that would not otherwise exist under the KTCA, except solely to the extent the KTCA itself provides that such coverage increases the applicable cap.

(c) **Manager's Obligations Not Affected.** This Section 6.6.2 does not limit or modify Manager's independent obligation to obtain and maintain, at Manager's sole cost and expense, all insurance coverages required under Section 6.6.1 and Exhibit 5, nor does it relieve Manager of any Operating Expense obligation or other obligation under this Agreement.

(d) Controlling Effect. In the event of any conflict between this Section 6.6.2 and any other provision of this Agreement, this Section 6.6.2 shall control with respect to the UG's rights, immunities, and defenses under the KTCA.

**6.7 Repairs, Maintenance and Alterations.** During the Term, Manager shall cause the Grocery Store Improvements, and all parts thereof, the Grocery Store Site and all other of its property used or useful in the conduct of its business and operations, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other comparably situated first class grocery stores, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations. With the prior approval of the UG, Manager may make non-structural additions, alterations and changes to the Grocery Store Improvements so long as such non-structural additions, alterations and changes are made in compliance with all Applicable Laws and Requirements and as long as the same do not materially adversely affect the value of the Grocery Store or Manager's ability to perform its obligations under this Agreement. All other changes and additions to the Grocery Store shall be subject to the reasonable approval of the UG. Notwithstanding the foregoing, the UG shall have responsibility for maintaining, repairing and replacing if necessary the following: (i) roof, foundation, exterior walls, landscaping, drainage systems, utility systems and all structural repairs or replacements to the Grocery Store Improvements, (ii) capital repairs or replacements to the parking areas, driveways, curbs, islands, exterior lighting and related facilities serving the Grocery Store if and to the extent that the same are capital repairs or replacements, and (iii) capital repairs or replacements of the refrigeration and compressor units included among the Grocery Store Improvements.

**6.8 Compliance.** Manager shall conduct its affairs and carry on its business and operations in, on or about the Grocery Store Site in such a manner as to comply with any and all Applicable Laws and Requirements and all Governmental Orders (hereinafter defined), procure and maintain all licenses and permits and observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Governmental Authorities applicable to Grocery Store Site and the Grocery Store Improvements; provided, however, that nothing contained in this Agreement shall require the Manager to comply with, observe and conform to any such law, order, regulation or requirement of any Governmental Authorities so long as the validity thereof shall be contested by the Manager in good faith by appropriate proceedings, and provided Manager has secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of the Manager to pay the Operating Expenses as they come due. Manager agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements or any Governmental Order, which amounts shall be considered Operating Expenses hereunder.

**6.9 Payment of Obligations.** During the Term, the Manager shall promptly pay or otherwise satisfy and discharge all of Manager's personal obligations (as opposed to obligations incurred in Manager's capacity as manager of the Grocery Store) and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply would not materially impair its ability to perform its obligations under this Agreement nor subject any part of the Grocery Store Site or the Grocery Store Improvements to loss or forfeiture.

**6.10 Liens and Encumbrances.** During the Term, the Manager shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances created or permitted with respect to the Grocery Store Site or Grocery Store Improvements by Manager that are not Permitted Encumbrances.

**6.11 Damage, Destruction or Condemnation.**

6.11.1 Casualty Escrow. In the event of damage to or destruction of any portion of the Grocery Store Site and/or the Grocery Store Improvements resulting from fire or other casualty during the Term, or in the event any portion of the Grocery Store Site and/or the Grocery Store Improvements are condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, (a) the net proceeds of any insurance relating to such damage or destruction, (b) the net proceeds of such condemnation or taking or (c) the net proceeds of any realization on title insurance, shall be paid into, and used in accordance with a casualty escrow agreement satisfactory to the UG ("**Casualty Escrow**").

6.11.2 Casualty. The parties hereby agree that if, at any time during the Term, the Grocery Store Site or the Grocery Store Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "**Damaged Facilities**"), in whole or in part, the UG may, in its sole discretion, either (a) commence and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty with and to the extent of insurance proceeds payable with respect to the Casualty and the UG shall be entitled to draw upon the Casualty Escrow for payment of said costs, or (b) terminate this Agreement and retain the proceeds of the Casualty Escrow as its sole and exclusive property. The UG shall, within ninety (90) days of such Casualty, provide written notice to Manager of its intention to either rebuild the Grocery Store Improvements or terminate this Agreement as set forth above.

6.11.3 Condemnation. The parties agree as follows:

(a) if at any time during the Term, title to a material portion or all of the Grocery Store Site shall be taken in condemnation proceedings or by right of eminent domain, this Agreement shall hereby terminate as of the date of such taking and the UG shall be entitled to all of the Casualty Escrow attributable to the award for the Grocery Store Site and Grocery Store Improvements.

(b) if at any time during the Term, a less than material portion of the Grocery Store Site shall be taken in condemnation proceedings or by right of eminent domain, the UG, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Grocery Store Site and Grocery Store Improvements as nearly as possible to its former condition and shall be entitled to draw upon that part of the Casualty Escrow attributable to the award for the Grocery Store Site and Grocery Store Improvements for payment of said costs.

(c) For purposes of this Section 6.11.3, references herein to a taking of a "material portion" of the Grocery Store Site or Grocery Store Improvements shall mean a taking that is so substantial that it renders the same unusable for their particular purpose.

(d) Notwithstanding anything herein to the contrary, Manager hereby agrees that Manager shall have no rights or claims in connection with a condemnation award hereunder.

**6.12 Indemnity.** Manager shall pay and indemnify and save the UG and its governing body members, directors, officers, and employees and agents (collectively, the “**Indemnitees**”) harmless from and against all loss, liability, damage or expense arising out of (a) damage or injury, actual or claimed, of whatsoever kind or character, to third parties or the property of third parties occurring or allegedly occurring in, on or about the Grocery Store Site and/or Grocery Store Improvements to the extent caused by the negligence or conduct of Manager or its employees and agents, and (b) any breach, default or failure to perform by Manager under this Agreement; provided, however, that Manager's indemnification obligations shall not extend to claims arising from the UG's negligence or willful misconduct. Manager shall also pay and indemnify and save the Indemnitees harmless of, from and against, all reasonable costs, reasonable counsel fees, expenses and liabilities incurred by them or by Manager in any action or proceeding brought by reason of any of the above-described claims, demands, expenses, penalties or fines. If any action or proceeding is brought against the Indemnitees by reason of any such claim or demand, Manager, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the Indemnitees. The foregoing notwithstanding, Manager’s duty and obligation hereunder to indemnify any Indemnitees is expressly conditioned upon such Indemnitee’s agreement to waive any and all rights of recovery against Manager on account of any loss, liability, damage or expense which is insured against under any policy of insurance maintained pursuant to the terms hereof or which is otherwise maintained by Manager or such Indemnitee.

**6.13 Prohibition on Sales, Etc.** Manager will not, without the prior written consent of the UG, (a) assign, sell, lease, mortgage or otherwise transfer this Agreement, any of its rights or responsibilities hereunder, or any other of its rights, titles or interest hereunder or by virtue hereof, (b) merge with or into another Person or sell or transfer to another Person substantially all of its assets, rights or interests, or (c) effect a change of control of Manager. The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion consistent with the public-purpose objectives of this Agreement. Notwithstanding the foregoing, limited collateral assignments to lenders may be permitted, provided no transfer of operational control occurs and any foreclosing party is subject to qualification criteria and UG non-disturbance protocols to be agreed upon by the parties.

**6.14 Utilities.** During the Term, all utility and utility services used in, on or about the Grocery Store Site and/or Grocery Store Improvements shall be paid for by Manager as Operating Expenses and shall be contracted for by Manager in Manager's own name, and Manager shall procure any and all permits, licenses or authorizations necessary in connection therewith. As to all utilities in, on or about the Grocery Store Site and/or Grocery Store Improvements, Manager hereby agrees to use the Kansas City Board of Public Utilities (“**BPU**”) for any such utilities the BPU provides. Manager shall, at all times during the Term, maintain all utility accounts in good standing and shall keep all essential utility services (including, without limitation, electricity, gas, water, and heat) active, connected, and operating at sufficient levels to prevent damage to the Grocery Store Site, the Grocery Store Improvements, or any equipment located therein, including damage from frozen pipes or freezing temperatures. Manager shall promptly, and in any event within five (5) business days following Manager’s receipt of any notice of pending or threatened

disconnection, suspension, or termination of any utility service to the Grocery Store Site or Grocery Store Improvements (whether for non-payment or otherwise), give written notice thereof to the UG.

**6.15 Access.** During the Term, Manager hereby recognizes, acknowledges and agrees that the UG and its duly authorized representatives and agents, shall have the right to enter the Grocery Store Site and/or the Grocery Store Improvements at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Grocery Store in the Grocery Store Improvements. Nothing contained in this Section 6.15 shall restrict or impede the right of the UG to enter the Grocery Store Site and/or Grocery Store Improvements pursuant to any Applicable Laws and Requirements.

**6.16 Environmental Matters.** The Manager shall not itself and shall not knowingly permit any other party to store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Grocery Store Site in violation of any Environmental Regulation, shall not cause any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations, shall, cause all Hazardous Substances brought to the Grocery Store Site or permitted by Manager to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in material violation of any Environmental Regulation, and shall comply with all other Environmental Regulations. Manager shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all actual and direct claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees directly incurred by the UG (including, but not limited to, prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination of this Agreement. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

## **ARTICLE 7** **EXCLUSIVITY; PURCHASE OPTION**

**7.1 Exclusivity; Marketing; Press Releases.** For the Initial Term, the UG will not lease or sell UG-Owned Property for another grocery store within a defined radius of one (1) mile from the Grocery Store Site, subject to exceptions for incidental grocery sales, a farmer's market limited to local producers, and a pharmacy primarily dispensing prescriptions. For the avoidance of doubt, the foregoing exclusivity covenant applies solely to UG-Owned Property and does not apply to, restrict, or encumber any Land Bank Property; the UG and the Land Bank (and their respective successors and assigns) shall have no obligation under this Section 7.1 with respect to

any lease, sale, disposition, or development of Land Bank Property, regardless of the proposed use thereof. Manager agrees that it will actively market, advertise and promote the Grocery Store in the Kansas City metropolitan area. In addition to the foregoing, the UG and Manager hereby agree that any press releases regarding the Grocery Store or the Grocery Store Site during the Term of this Agreement shall be mutually released by the UG and the Manager. Manager shall consult with the UG on community engagement metrics and report on outcomes.

## **7.2 Option to Purchase.**

**7.2.1 Grant and Period.** Manager shall have an exclusive option to purchase the Grocery Store Site and Grocery Store Parking Parcel, together with all UG-owned improvements thereon (the "Option"), by written notice from Manager to UG (the "Purchase Option Notice") given during the period commencing on the first (1<sup>st</sup>) anniversary of the Effective Date (the "Option Period"). Notwithstanding the foregoing, if Manager's operation of the Grocery Store is successful prior to such date, Manager may request an earlier exercise of the Option, and the UG shall in its reasonable discretion consider such request in good faith and shall not unreasonably withhold, condition, or delay its approval of such earlier exercise.

**7.2.2 Purchase Price.** The purchase price shall equal the Fair Market Value (hereinafter defined) of the fee simple interest in the Grocery Store Site and UG-owned improvements, determined as of a valuation date within a defined window prior to closing to be agreed upon by the parties, less a dollar-for-dollar credit for UG Occupancy Fees actually paid. For purposes of this Section 7.2, the Grocery Store Parking Parcel (as defined in Section 7.2.5(a) below) shall be considered to be a part of the Grocery Store Site, and the Purchase Price shall include the Fair Market Value of the Grocery Store Parking Parcel. Notwithstanding the foregoing, if Manager exercises its option by sending the Purchase Option Notice on or before the second (2<sup>nd</sup>) anniversary of the Effective Date, the parties agree that the purchase price shall in no event exceed \$3,200,000.

(a) For the purposes of this Section, "Fair Market Value" shall mean the price which a willing purchaser unrelated to UG and in an "arms length" transaction would then be willing to pay to the UG for the Grocery Store Site, and assuming that neither UG nor such purchaser is under any compulsion to consummate such sale. Prior to the date which is thirty (30) days after UG's receipt of the Purchase Option Notice (the "Price Determination Date"), UG and Manager shall consult with each other in order to endeavor to agree in writing upon the Fair Market Value for the Grocery Store Site. Any value agreed upon by UG and Manager in writing shall constitute the Fair Market Value for the Grocery Store Site.

(b) In the event that UG and Manager shall not have agreed in writing upon the Fair Market Value for the Grocery Store Site by the Price Determination Date, then the UG and Manager shall each appoint an Appraiser within ten (10) days after the Price Determination Date. Each Appraiser so appointed shall subscribe and swear to an oath fairly and impartially to determine the Fair Market Value for the Grocery Store Site. Each Appraiser shall be instructed to determine independently of the other the Fair Market Value pursuant to this Section within fifteen (15) days after the Price Determination Date. If only one Appraiser shall have been so appointed within ten (10) days after the Price Determination Date, or if two Appraisers shall have been so appointed but only one such Appraiser shall have made such

determination within fifteen (15) days after the Price Determination Date, then the determination of such Appraiser shall be final and binding upon UG and Manager.

(c) If two Appraisers have been appointed and have made their determinations within the respective requisite periods set forth above and if the difference between the amounts so determined shall not exceed ten percent (10%) of the lesser of such amounts, then the Fair Market Value for the Grocery Store Site shall be an amount equal to fifty percent (50%) of the sum of the amounts so determined.

(d) If the difference between the amounts so determined exceeds ten percent (10%) of the lesser of such amounts, then (i) such two Appraisers shall have ten (10) days to appoint a third Appraiser; (ii) if such Appraisers fail to do so, then either UG or Manager may request the American Arbitration Association or any successor organization thereto to appoint an Appraiser within ten (10) days of such request and both parties shall be bound by any appointment so made within such ten (10) day period; and (iii) if no such third Appraiser shall have been appointed within such ten (10) days or within thirty (30) days of the Price Determination Date, whichever is earlier, either UG or Manager may apply to any court having jurisdiction to make such appointment.

(e) Such third Appraiser, however selected, shall be jointly instructed by UG and Manager to determine the Fair Market Value for the Grocery Store Site in accordance with this Section within thirty (30) days after such Appraiser's appointment. Of the three appraisals, the appraisal which differs most in terms of dollar amount from the other two appraisals shall be excluded, and fifty percent (50%) of the sum of the remaining two appraisals shall be final and binding upon UG and Manager as the Fair Market Value for the Grocery Store Site. In the event the highest and lowest appraisals differ equally from the middle appraisal, then the middle appraisal shall be final and binding upon UG and Manager as the Fair Market Value.

(f) UG shall pay the fees of the Appraiser appointed by UG, and Manager shall pay the fees of the Appraiser appointed by Manager. The fees of the third Appraiser, if any, shall be paid in equal shares by UG and Manager. UG and Manager shall each have the right to submit such data and memoranda to each of the Appraisers in support of their respective positions as they may deem necessary or appropriate.

(g) Notwithstanding anything herein this Section 7.2 the contrary, the value of any Manager-installed and constructed improvements to the Grocery Store Site shall not be factored into (or shall be deducted from) any valuation or appraisal determination.

(h) If Manager is not satisfied with the determination of Fair Market Value pursuant to the process described herein, Manager may withdraw its Purchase Option Notice by written notice to the UG, in which case Manager shall have waived its right to the Option described herein and Manager shall reimburse the UG for its costs for paying the Appraiser(s) described herein.

7.2.3 Right of First Refusal. Manager shall also have a right of first refusal (“**ROFR**”) to acquire the Grocery Store Site (and, if applicable, the Grocery Store Parking Parcel) at any time during Term. Provided that Manager has not yet exercised its Option by delivering a

Purchase Option Notice (as described in 7.2.1 above), the UG may sell the same to a third party. However, in the event that UG intends to transfer its interest in the Grocery Store Site to an unrelated third party, the UG must first provide to Manager written notice of such proposed sale or transfer, including the name of the proposed buyer/transferee and all of the relevant negotiated terms and conditions of such sale or transfer, which shall include the purchase price, relevant transaction timelines and the property to be included in the sale, which may include the Grocery Store Parcel (the “**ROFR Notice**”). Manager shall then have thirty (30) days after receipt of the ROFR Notice to either exercise in writing its ROFR right to acquire the Grocery Store Site under the same terms and conditions set forth in the ROFR Notice, or to provide notice that it declines to exercise its ROFR right. If Manager exercises its ROFR right, then Manager and the UG will close on the Grocery Store Site as set forth below. If, however, Manager fails to timely exercise its ROFR right hereunder, then the UG will thereafter be free to sell and convey the Grocery Store Site (and, if applicable, the Grocery Store Parking Parcel) to said third party on the same material terms and conditions as those set forth in the ROFR Notice. Notwithstanding anything herein to the contrary, in no manner shall UG’s rights under this Section 7.2.3 interfere with or otherwise limit Manager’s Option rights as set forth in Section 7.2.

7.2.4 **Restrictive Covenant.** As a condition to closing under the Option or ROFR, Manager and the UG shall execute and record, concurrently with the deed, a restrictive covenant agreement running with the land that obligates Manager and its successors to continuously operate a full-service grocery store at the Grocery Store Site for ten (10) years after closing. The covenant shall include limited exceptions for force majeure, casualty or condemnation, governmental orders, and UG-approved remodels, with temporary-closure parameters to be finalized in definitive documents. Monetary damages being inadequate, the UG shall be entitled to equitable relief (including injunction and specific performance), together with such additional rights and remedies as the parties may agree.

7.2.5 **REA.**

(a) At closing, the UG shall convey to Manager a portion of the Project Site (the “Grocery Store Parking Parcel”) sufficient to satisfy applicable zoning and parking requirements for the Permitted Use. The boundaries shall be determined by the UG in its reasonable discretion, subject to good faith consultation with Manager, finalized within thirty (30) days following the UG’s receipt of a Purchase Option Notice. However, in no event shall the Grocery Store Parking Parcel be less than the Parking Area. The Grocery Store Parking Parcel shall include the Grocery Store Improvements and be reasonably sufficient for continued Grocery Store operations. The remainder of the Project Site shall be the “Retained Parcel.” Without limiting the generality of the foregoing, Manager understands and agrees that the southern half of the parking lot, the portion that is at a higher elevation and generally abuts Armstrong Avenue, shall in all events be a part of the Retained Parcel; the Grocery Store Parking Parcel shall only be comprised of a portion of the northern half of the parking lot that generally abuts Minnesota Avenue.

(b) As a condition to closing, the parties shall execute and record a Reciprocal Easement Agreement (“REA”) in form acceptable to the UG in its discretion, addressing: (i) shared parking and cross-access rights, including the UG’s and its designees’ continuing right to access and park on the Grocery Store Parking Parcel; (ii) ingress/egress for

vehicular and pedestrian traffic; (iii) maintenance, repair, insurance, and cost allocation for common facilities; (iv) non-exclusive use rights for access and parking purposes; and (v) default and enforcement provisions. The REA shall be commercially reasonable and consistent with similarly situated retail developments. The UG (and its successors, assigns, tenants, licensees, invitees, and other designees respecting the Retained Parcel) shall retain perpetual, non-exclusive easement rights to access and park on the Grocery Store Parking Parcel to support the Retained Parcel, which easement rights shall run with the land and be binding upon Manager and its successors and assigns.

7.2.6 **Closing.** The closing after Manager's exercise of the Option or ROFR shall occur on a date mutually agreeable to UG and Manager, which date shall be not later than forty-five (45) days after the establishment of the purchase price for the Grocery Store Site (which, in the case of the ROFR, shall be Manager's exercise of its ROFR in writing). The Grocery Store Site shall be conveyed subject only to the Permitted Encumbrances and such other matters created by Manager or arising out of Manager's use and occupancy of the Grocery Store Site, but free and clear of the lien of any mortgage, deed of trust, security interest and encumbrance created by or resulting from acts of the UG. Manager shall pay all closing costs and charges incident to the conveyance of the Grocery Store Site. Each party shall pay its own legal fees and administrative costs incurred in connection with any such conveyance of the Grocery Store Site to Manager. UG shall convey title to Manager by delivery of a special warranty deed and shall deliver such title as any reputable title insurance company would be willing to insure, subject only to the Permitted Encumbrances and any other matters created or consented to by Manager. Upon the completion of any conveyance of the Grocery Store Site to Manager pursuant to the terms of this this Section, this Agreement shall terminate, and neither UG nor Manager shall have any further rights or obligations to the other hereunder, actual or contingent, which have arisen on or prior to the closing (except for those rights and obligations which are expressly stated to survive the expiration or earlier termination of this Agreement). The termination of this Agreement prior to the exercise of the Option shall terminate all rights and obligations of UG and Manager under this Section.

## **ARTICLE 8** **DEFAULT AND REMEDIES**

**8.1 Default Provisions.** Manager shall be in default under this Agreement if:

8.1.1 Manager fails to make any of the payments of money when due as required by the terms of this Agreement and fails to remedy the same within five (5) days after Manager's receipt of written notice from the UG; or

8.1.2 Manager fails in a material manner to keep or perform any covenant or obligation herein contained on Manager's part to be kept or performed, and Manager fails to remedy the same within thirty (30) days after Manager's receipt of written notice specifying such failure and that the UG considers such failure to be material and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot reasonably be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Manager within such period and diligently pursued until the default is corrected; or

8.1.3 Manager or any Affiliates of Manager shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Manager generally is not paying its debts as such debts become due; or Manager or any Affiliates of Manager make an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Manager or any Affiliates of Manager and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Manager whereupon the Grocery Store Site, the Grocery Store Improvements, or any part thereof, or any interest therein of Manager under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

8.1.4 Manager breaches its representations and warranties set forth in this Agreement and Manager fails to remedy the same within thirty (30) days after Manager's receipt of written notice from the UG specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot reasonably be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Manager within such period and diligently pursued until the default is corrected.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Manager covenants to pay and to indemnify the UG against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies. Without limiting the generality of the foregoing, and in addition to and not to the exclusion of any other rights or remedies of the UG hereunder, in the event of such default which is not cured within the applicable cure period, the UG may terminate this Agreement.

## **ARTICLE 9** **DEFAULT BY THE UG**

**9.1 Default by the UG.** The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Manager has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Manager may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the UG of any provision of this Agreement, however, the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question plus the reasonable costs or charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of Manager in connection with the enforcement of any such actions or remedies, and under no circumstances shall the UG be liable for any remote or consequential damages.

**ARTICLE 10**  
**MISCELLANEOUS**

**10.1 Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that the UG shall at all times stay in conformity with such laws. The UG is obligated only to make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the UG's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

**10.2 Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

**10.3 Force Majeure.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, inability to procure materials, failure of power, restrictive governmental law or regulations, court or other judicial order, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, Force Majeure shall not include strikes, lockouts, labor disputes, or other labor troubles affecting Manager or its employees or contractors, all of which shall remain Manager's risk and responsibility. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

**10.4 Representations and Warranties.**

10.4.1 Representations and Warranties of Manager. Manager represents and warrants to the UG as follows:

(a) Organization. Manager is a limited liability company duly formed and validly existing under the laws of the State of Kansas. Manager is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Manager shall (1) preserve and keep in full force and effect its limited liability company or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(b) Authority. The execution, delivery and performance by Manager of this Agreement are within such party's powers and have been duly authorized by all necessary action of such party.

(c) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Manager or any provision of law, statute, rule or regulation to which Manager is subject, or to any judgment, decree, license, order or permit applicable to Manager, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Manager is a party, by which Manager or any of its assets is bound, or to which Manager or any of its assets is subject.

(d) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Manager of this Agreement.

(e) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Manager enforceable against Manager in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, receivership, fraudulent transfer, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and the enforcement thereof, and subject to general principles of law and equity and the availability of specific legal and equitable remedies, including but not limited to the remedy of specific performance or similar relief, and the discretion of the court (regardless of whether enforcement is sought in equity or at law), and subject to standards of commercial reasonableness.

#### 10.4.2 Representations and Warranties of the UG.

(a) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(b) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State, or to any judgment, decree, license, order, or permit applicable to Manager, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which the UG is a party, by which the UG or any of its assets is bound, or to which Manager or any of its assets is subject.

(c) **No Consents.** No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(d) **Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, receivership, fraudulent transfer, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and the enforcement thereof, and subject to general principles of law and equity and the availability of specific legal and equitable remedies, including but not limited to the remedy of specific performance or similar relief, and the discretion of the court (regardless of whether enforcement is sought in equity or at law), and subject to standards of commercial reasonableness.

**10.5 Amendments.** This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Manager.

**10.6 Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State.

**10.7 Invalidity of Any Provisions.** If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**10.8 Headings.** The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

**10.9 Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**10.10 Time.** Time is of the essence in this Agreement.

**10.11 Consents and Approvals.** Wherever in this Agreement it is provided that the UG or Manager shall, may or must give its approval or consent, the UG or Manager shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Manager or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

**10.12 Notices.** All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered if delivered by (i) certified mail, return receipt requested, or (ii) by any nationally recognized overnight delivery service, in each case if addressed to the parties set forth below:

To the UG:

The Unified Government Clerk  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 323  
Kansas City, Kansas 66101

With a copy to:

Chief Counsel  
The Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street, Suite 961  
Kansas City, Kansas 66101

And a copy to:

Unified Government of Wyandotte County and Kansas City, Kansas  
701 N. 7th Street, 4th Floor  
Kansas City, Kansas 66101  
Attn: Chelsee Chism, Director of Economic Development

And a copy to:

Christal E. Watson  
Mayor & Chief Executive Officer  
Unified Government of Wyandotte County  
701 N. 7th Street, 9th Floor  
Kansas City, Kansas 66101

And a copy to:

Stinson LLP  
1201 Walnut Street, Suite 2800  
Kansas City, Missouri 64106  
Atten: Todd A. LaSala, Esq

And to Manager at:

Santa Fe Grocers LLC dba United Market  
501 Minnesota Ave  
Kansas City, KS 66101  
Attn: Anthony Estrada

**10.13 Entire Agreement.** Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

"UG"

THE UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: \_\_\_\_\_  
Christal E. Watson  
Mayor/CEO

Clerk: \_\_\_\_\_  
Monica L. Sparks

Approved as to Term and Legality by:

Angela Lawson, Acting Chief Counsel

By: \_\_\_\_\_

"Manager"

SANTA FE GROCERS LLC,  
a Kansas limited liability company, dba United Market

By: \_\_\_\_\_  
Anthony Estrada, Authorized Signatory

## **INDEX OF EXHIBITS**

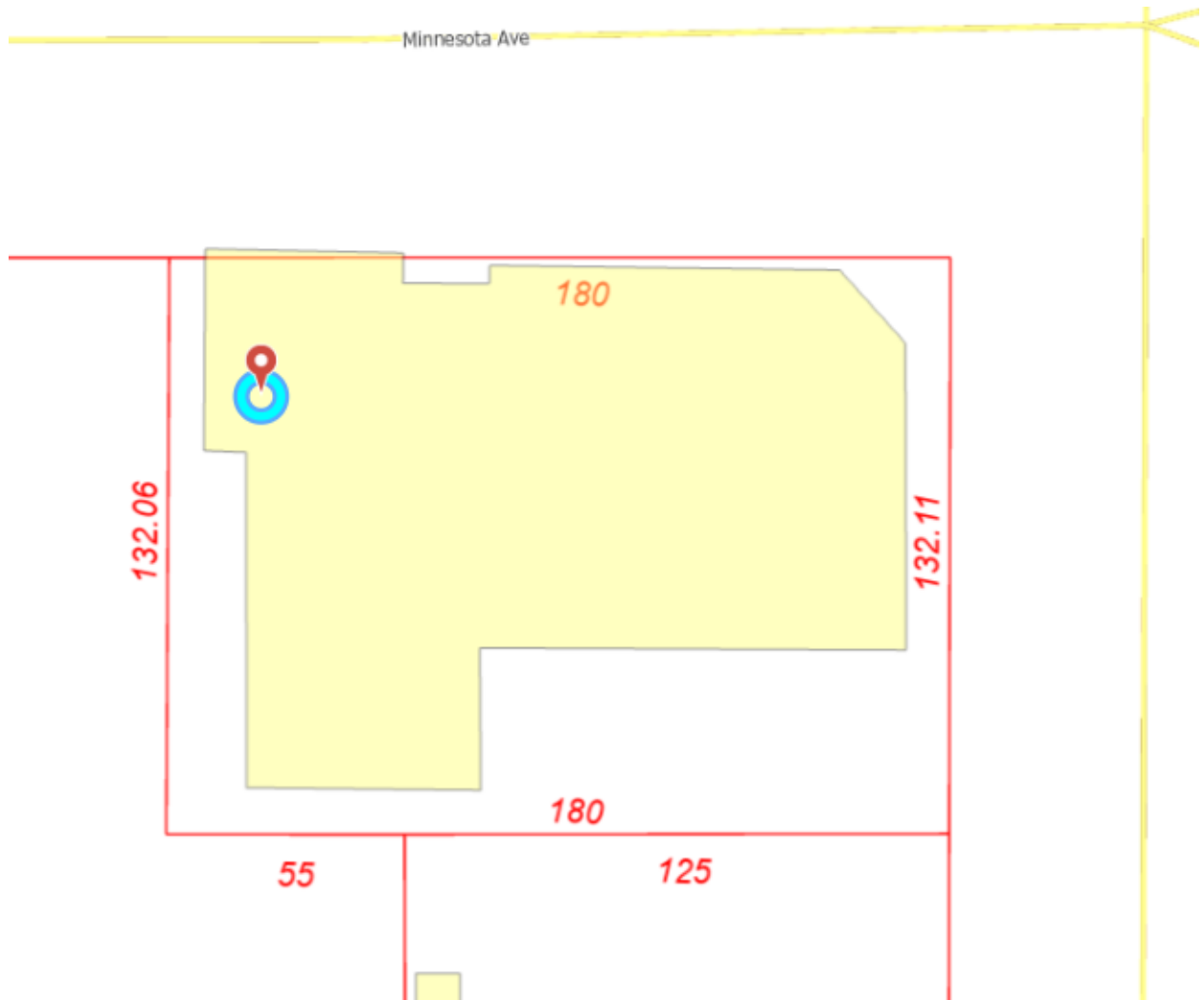
1. Project Site
2. Grocery Store Site
3. Initial Operator FF&E
4. Fixturing Plan
5. Insurance Specifications
6. Preliminary Budget Estimate
7. Parking Area

**EXHIBIT 1**  
**PROJECT SITE**



Exhibit 1

**EXHIBIT 2**  
**GROCERY STORE SITE**

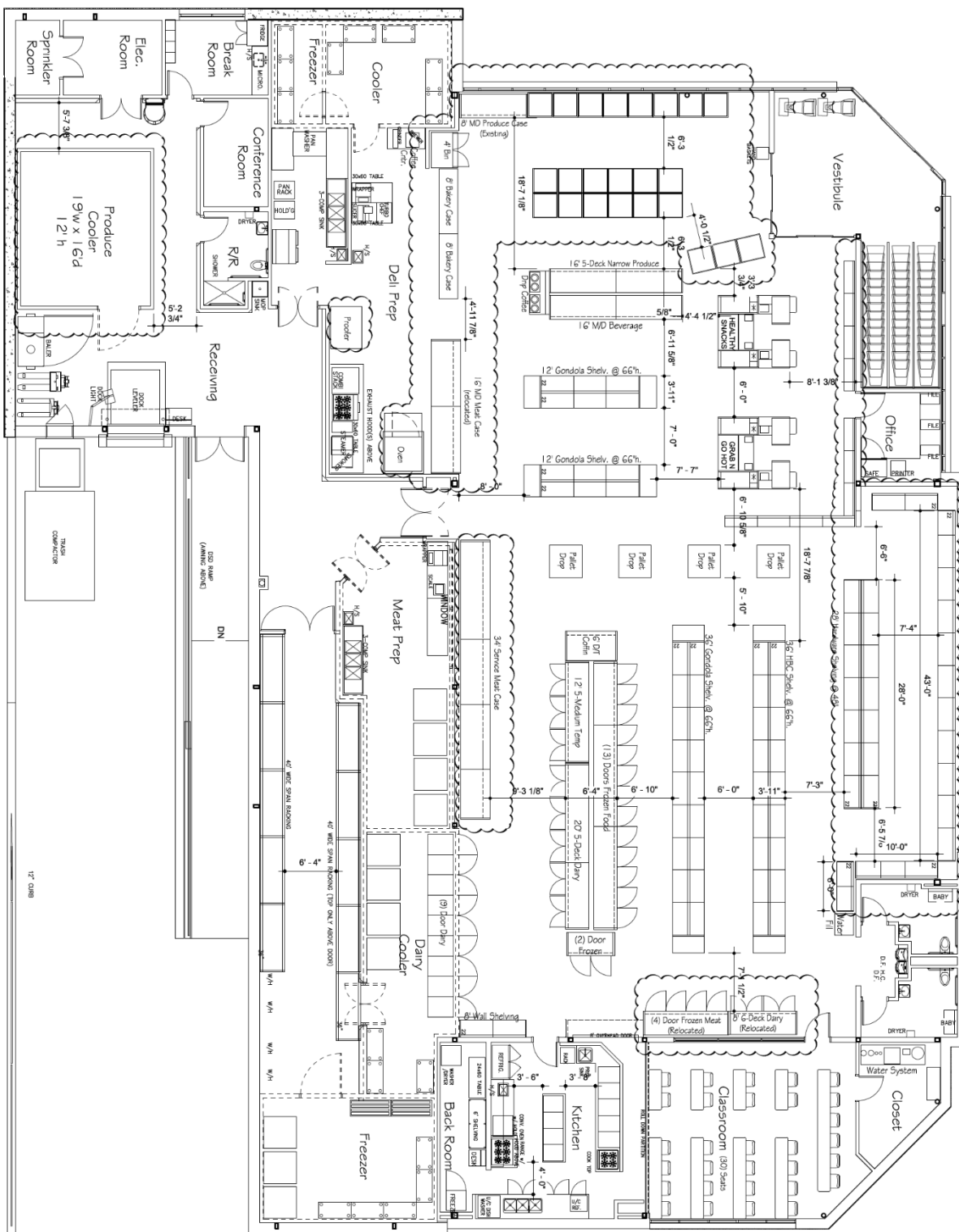


### **EXHIBIT 3**

#### **INITIAL OPERATOR FF&E**

- 35 feet of full-service meat department added in the current meat case location. This will include 6' fresh cut beef, 6' marinated fresh cut beef, 6' chicken, 6' pork, 5' seafood and 6' deli/cheese cases.
  - Current prep cooler will be utilized for meat department only.
  - Packaged meat case to be relocated before the fresh meat case in place of the grab and go section. This will be utilized for pre-packaged meat, chicken and pork.
- Current refrigerated and freezer case (before milk case) to be relocated for the expansion of the fresh meat case.
- 8 feet of refrigerated cake/pastry display case added
- 8 feet of fresh bakery self-serve case added
  - Production area will
- Produce to be expanded.
  - Adding refrigerated 12' case in the back corner of the department.
    - Fresh cut fruit/veggie program added including salsas.
  - 22 produce bins added (3'x3') to the center and wall of the department.
  - Smaller low profile refrigerated case to be relocated at the front of the department by the front doors.
  - Produce displays will begin at the entrance of the store in between the doors.
  - Produce cooler is required to support expanded selection of products.
    - Cooler added in the backroom area by the dock door.
- Alcohol will be replaced with expanded dairy selections.
- All shelving along the walls will be replaced with increased height to maximize space (72" height).
- Wall to current seating area to be removed and replaced with shelving (72" height).
- Shelving added along windows to maximize store space in an effort to increase grocery variety.
- Shelving added to the front of the store past the check stands to add health/beauty aids including medicines.

# EXHIBIT 4 FIXTURING PLAN



Exhibits 4

## EXHIBIT 5

### INSURANCE SPECIFICATIONS

1. Worker's Compensation. Manager may self-insure if and to the extent permitted by the Kansas Department of Labor and otherwise allowed by applicable law. The self-insured retention shall be as required by Kansas law. Manager will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Manager will purchase and maintain with primary limits of \$1,000,000.

3. Automobile Liability. Manager will purchase and maintain with primary limits of \$1,000,000.

4. Excess Liability. Manager will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.

5. Special Perils Form Property Insurance. Manager will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

6. Fidelity Bond. Pursuant to this Agreement, Manager agrees to operate and manage the Grocery Store Improvements during the Term of the Agreement, including without limitation, the management and fiduciary obligations regarding the receipts and various accounts; the rendering of financial reports and records; the payment of certain fees, costs and other obligations; limitations on Manager's ability to enter into contracts and make capital expenditures; and Manager's employment of personnel. Its obligations under these Sections of the Agreement will be secured by a fidelity bond in an amount not less than \$2,000,000.

**EXHIBIT 6**  
**PRELIMINARY BUDGET ESTIMATE**

Preliminary Budget Estimate

2025-11-19 – AWG – Merc Cost Estimate

Refrigerated Equipment - \$60,000  
Relocation of Refrigerated Equipment - \$15,000  
Refrigeration install - \$30,000  
Produce walk-in & install - \$75,000  
Bakery Equipment - \$55,000  
Interior graphics package - \$100,000  
Exterior signage package - \$50,000  
Gondolas/Shelving/Bins/Seating - \$20,000  
Construction – Interior painting, saw cutting, concrete, demo, low wall, electrical, plumbing -  
\$60,000

Subtotal - \$465,000  
Shipping 10% – \$46,500  
Taxes 10% - \$46,500  
AWG Fees 3% - \$13,950

Grand Total - \$571,950

Exhibit 7

**EXHIBIT 7  
PARKING AREA**



Exhibit 7

## ANNEX 1

### DEFINITIONS

“Actual NOI” means, for any Measurement Period, the Net Operating Income of the Grocery Store for such Measurement Period, calculated in accordance with Section 5.4.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person. For purposes of this definition, “Control” (including the correlative meanings of “Controlled by” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other equity interests, by contract, or otherwise. Without limiting the foregoing, (i) any Person owning fifty percent (50%) or more of the voting securities or equity interests of another Person shall be deemed to Control such Person, and (ii) any general partner of a partnership, managing member of a limited liability company, or trustee of a trust shall be deemed to Control such partnership, limited liability company, or trust.

“Affiliated Store” means any grocery store, supermarket, food service establishment, or other retail operation (other than the Grocery Store) that is owned, operated, managed, or controlled by Manager or any Affiliate of Manager, whether now existing or hereafter established, as more fully described in Section 5.2.

"Agreement" means this Agreement by and between the UG and Manager.

“Allocated Expenses” means the portion of any Shared Costs that is allocated or attributed to the Grocery Store pursuant to an Approved Allocation Methodology and included as an Operating Expense of the Grocery Store for purposes of calculating Net Operating Income, as more fully described in Section 5.2.

“Allocation Methodology” means any methodology used by Manager to allocate Shared Costs among the Grocery Store and Affiliated Store(s).

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Kansas Cash Basis Law (K.S.A. § 10-1100, et seq.) and Budget Law (K.S.A. § 75-3729, et seq.).

“Approved Allocation Methodology” means an Allocation Methodology that has been approved in writing by the UG pursuant to Section 5.7, as the same may be amended or modified from time to time with the UG’s prior written consent.

"Benefit District" means any special benefit district that includes the Grocery Store Site created pursuant to Applicable Laws and Requirements.

"BPU" means the Kansas City Board of Public Utilities as referenced in Section 6.14 hereof.

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction as referenced in Section 6.11.2 hereof.

"Casualty Escrow" means the escrow described in Section 6.11.1.

"Consumer Price Index" means the "U.S. City Average, All Items" Consumer Price Index for All Urban Consumers (CPI-U; Base: 1982-84=100) (not seasonally adjusted) as published for a calendar month by the United States Department of Labor, Bureau of Labor Statistics. In the event that the CPI-U ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing such CPI-U, then the CPI-U shall be adjusted in a fair and reasonable manner to the figure that would have resulted had no substantial change occurred in the manner of computing such CPI-U. In the event that such CPI-U (or a successor or substitute index) is not available, such governmental or other service or publication as shall evaluate the information in substantially the same manner as the aforesaid CPI-U shall be used in lieu thereof.

"Damaged Facilities" means that part of the Grocery Store Site or Grocery Store Improvements damaged by a Casualty as described in Section 6.11.2 hereof.

"Default Rate" has the meaning set forth in Section 4.4.

"Effective Date" means the date of this Agreement first above written. However, in no event shall the Effective Date be earlier than the date UG provides possession of and access to the Grocery Store to Manager, in a condition for Manager to begin preparing the Grocery Store for Manager's operations.

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Grocery Store Site or the Project Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (hereinafter collectively called "CERCLA").

"Fair Market Value" has the meaning set forth in Section 7.2.2(a).

"Fiscal Year" means Manager's customary fiscal year.

"Force Majeure" has the meaning set forth in Section 10.3.

"GAAP" means generally accepted accounting principles.

"Governmental Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Governmental Orders" means any order, writ, judgment, injunction, decree, stipulation, determination, directive, proclamation, declaration of emergency, public health order, or other

binding action or award (whether temporary, preliminary, or permanent, and whether issued in response to an emergency, public health condition, or otherwise) entered, issued, made, or rendered by, or any agreement with or undertaking to, any Governmental Authority that is applicable to or otherwise affects Manager, the Grocery Store, the Grocery Store Site, or the Grocery Store Improvements, including, without limitation, any such order affecting hours of operation, occupancy limits, product offerings, or requiring temporary closure of the Grocery Store.

"Grocery Store" means the existing grocery store facility located at 501 Minnesota Avenue, Kansas City, Kansas, operated and managed pursuant to this Agreement.

"Grocery Store Improvements" means those improvements necessary for the operation of the Grocery Store.PI

"Grocery Store Site" means that part of the Project Site which is described on Exhibit 2.

"Grocery Store Parking Parcel" has the meaning set forth in Section 7.2.5(a).

"Gross Revenues" means all cash and receipts generated by and in the Grocery Store, and the total amount of sales of goods made by Manager, in, at or from the Grocery Store, at wholesale or retail, or delivered from the Grocery Store. Without limiting the generality of the foregoing, Gross Revenues shall include: (i) the entire amount of the price charged, whether wholly or partially in cash or on credit, or otherwise, for all goods, wares, merchandise and chattels of any kind sold, leased, licensed or delivered; (ii) all gross income of Manager and any other party from any operations in, at, upon or from the Grocery Store which are neither included in nor excluded from Gross Revenues by other provisions of this Agreement, but without duplication; (iii) the Grocery Store's proportionate share of any volume discounts, rebates, allowances, or similar payments received by Manager or any Affiliate from vendors, suppliers, or other third parties to the extent attributable to the Grocery Store's purchases, sales, or operations (such share to be allocated in accordance with an Approved Allocation Methodology under Section 5.7); and (iv) any revenues from shared facilities or services (including, without limitation, any bakery, commissary, or central kitchen serving the Grocery Store and Affiliated Stores) that are allocable to the Grocery Store pursuant to an Approved Allocation Methodology under Section 5.7. For the avoidance of doubt, revenues generated at or by an Affiliated Store shall not be included in Gross Revenues of the Grocery Store, and revenues generated at or by the Grocery Store shall not be diverted, shifted, or reallocated to an Affiliated Store except in accordance with an Approved Allocation Methodology.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (a) any substance that is a "hazardous substance" under CERCLA, and (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

“Indemnitees” has the meaning set forth in Section 6.12.

"Index of Exhibits" means the index attached to this Agreement.

"Initial Operator FF&E" means the improvements described on Exhibit 3 and installed in accordance with the fixturing plan attached as Exhibit 4, as more fully described in Section 3.2.

"Initial Term" means the three (3) year period commencing on the Effective Date as set forth in Section 4.1.

"Insurance Specifications" means the insurance requirements on Manager in connection with the Grocery Store as generally described in Section 6.6 and more fully set forth in Exhibit 5 hereof.

“KTCA” has the meaning set forth in Section 6.6.2(a).

“KTCA Liability Cap” has the meaning set forth in Section 6.6.2(b).

“Land Bank” means the Wyandotte County/Kansas City, Kansas Land Bank, a Kansas land bank established pursuant to K.S.A. 12-5901 et seq. (or any successor entity thereto), which is a separate legal entity from the UG notwithstanding any administrative or governance relationship between the Land Bank and the UG.

“Land Bank Property” means all real property that is owned, held, or controlled by the Land Bank, regardless of how such property was acquired by the Land Bank or whether such property was previously owned by the UG or any other Person. For the avoidance of doubt, real property shall be deemed Land Bank Property if legal title to such property is held by the Land Bank, even if such property is subject to a management agreement, development agreement, or other arrangement with the UG or any third party.

"Manager" means SANTA FE GROCERS LLC, a Kansas limited liability company, dba United Market, as identified in the preamble of this Agreement.

"Manager Trade Fixtures" means trade fixtures, movable equipment, POS systems, and branding elements purchased by Manager and identified on an asset register kept current and shared with the UG, as more fully described in Section 3.2.

“Manager Parking Rights” has the meaning set forth in Section 3.3.

“Measurement Period” means each Fiscal Year during the Term, or such other period as the parties may agree in writing, as more fully described in Section 5.2(d).

“Net Operating Income” or “NOI” means, for any period, the Gross Revenues of the Grocery Store for such period, less the Operating Expenses for such period, calculated in accordance with GAAP consistently applied and subject to the exclusions and adjustments set forth in Section 5.2(e).

"Operating Budget" means Manager's detailed budget setting forth all Operating Expenses and other expenses to be incurred by the Grocery Store and a projection of revenues.

“Operating Expenses” has the meaning set forth in Section 4.3.

"Option" means Manager's exclusive option to purchase the Grocery Store Site and UG-owned improvements thereon as set forth in Section 7.2.

“Option Period” has the meaning set forth in Section 7.2.1.

“NOI Statement” means the written statement prepared by Manager setting forth the calculation of Actual NOI and the UG NOI Share for each Measurement Period, as more fully described in Section 5.4.

“Parking Area” has the meaning set forth in Section 3.3, and is depicted on Exhibit 7.

“Parking Facility Use Agreement” means that certain Parking Facility Use Agreement, dated as of July 6, 2023, by and between the UG and EPD2 City Hall, L.P., a Kansas limited partnership, concerning the non-exclusive use of certain parking spaces located on a portion of the Project Site, as the same may be amended, restated, supplemented or replaced from time to time.

"Permitted Encumbrances" means (a) utility, access or other easements and rights of way of record, and (b) laws regulating the use or enjoyment of the Project Site.

“Permitted Use” has the meaning set forth in Section 2.3.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Pre-Opening Fund" means the One Hundred Fifty Thousand Dollar (\$150,000) contribution by the UG toward the Initial Operator FF&E as set forth in Section 4.2.

“Price Determination Date” has the meaning set forth in Section 7.2.2(a).

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it, as its prime rate. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Project Site" means certain real property generally described in Recital A of this Agreement and shown on Exhibit 1 attached hereto.

“Property Tax PILOT” means the payment in lieu of taxes as described in Section 6.5 hereof.

“Purchase Option Notice” has the meaning set forth in Section 7.2.1.

"Quarterly Accounting Period" means each calendar quarter during the Term.

“REA” has the meaning set forth in Section 7.2.4(b).

"Renewal Term" means each successive one (1) year renewal period following expiration of the Initial Term as set forth in Section 4.1.

“Retained Parcel” has the meaning set forth in Section 7.2.4.

“ROFR” means that Manager’s right of first refusal to purchase the Grocery Store Site (and, if applicable, the Grocery Store Parking Parcel) as set forth in Section 7.2.3.

“ROFR Notice” means the notice required to be given by the UG to Manager in connection with the ROFR as set forth in Section 7.2.3.

“Shared Costs” means costs incurred by Manager or any Affiliate that benefit both the Grocery Store and any Affiliated Store, as more fully described in Section 5.2.

"State" means the State of Kansas.

"Term" means the term of this Agreement as set forth in Section 4.1 hereof.

"UG" means the Unified Government of Wyandotte County/Kansas City, Kansas.

“UG Commission” means the Board of Commissioners and governing body of the UG, as constituted from time to time.

“UG-Owned Property” means all real property that is directly owned in fee simple by the Unified Government of Wyandotte County/Kansas City, Kansas, in its governmental capacity. For the avoidance of doubt, UG-Owned Property does not include: (i) Land Bank Property, (ii) property held by any other governmental entity, authority, agency, or instrumentality (even if affiliated with or created by the UG), or (iii) property in which the UG holds less than a fee simple interest.

"UG Occupancy Fee" means the monthly fee payable by Manager to the UG pursuant to Section 4.4, in the amount of Five Thousand Dollars (\$5,000) per month during the Initial Term (subject to abatement through April 30, 2027), and as increased by three percent (3%) annually during any Renewal Term.

"UG NOI Share” means five percent (5%) of the Net Operating Income for any Measurement Period, payable by Manager to the UG pursuant to Section 5.3.

**6/26/2026 EXECUTIVE SUMMARY**  
**GROCERY STORE MANAGEMENT AGREEMENT**  
**(SANTA FE GROCERS LLC dba UNITED MARKET)**

1. **Parties.** The UG and Santa Fe Grocers LLC, a Kansas limited liability company, dba United Market ("Manager").

2. **The Project.** The Management Agreement provides for the operation and management of a full-service grocery store facility located at in the former Merc store located at 501 Minnesota Avenue, Kansas City, Kansas, on a UG-owned site (the "Project Site"), along with certain associated improvements and parking (as shown in Exhibit 7). Manager operates as an independent contractor and has no leasehold or property interest in the Grocery Store building or the land, subject to an Option to Purchase described in Section 11 of this Executive Summary.

3. **Initial Improvements and Pre-Opening Costs.** The parties agree that:

(a) **Initial Operator FF&E.** Manager will make certain improvements (the "Initial Operator FF&E") at Manager's sole cost and expense. Trade fixtures, movable equipment, point of sale systems, and branding elements purchased by Manager will remain Manager's property, provided they are identified on an asset register kept current and shared with the UG. All buildings, structural components, systems, and improvements installed by or on behalf of the UG shall remain UG property.

(b) **Pre-Opening Fund.** The UG will fund \$150,000 (the "Pre-Opening Fund") as a contribution toward demolition, hard construction costs and/or signage of the Initial Operator FF&E. Manager must submit documentation for reimbursement or direct payment, and the UG remits payment within thirty-five (35) days. Any misuse of the Pre-Opening Fund, and any default by Manager during the first twelve (12) months that results in a termination by the UG, will make the Pre-Opening Fund subject to clawback by the UG, payable within thirty (30) days following written demand.

4. **Operation of Grocery Store; Term.** The Grocery Store will be managed by Manager as an independent contractor for an initial term of three (3) years (the "Initial Term"). After the Initial Term, the Agreement automatically renews for successive one-year terms unless either party delivers written notice of non-renewal at least six (6) months prior to the end of the then-current term. Any holdover is on a month-to-month basis and does not extend the Option to Purchase.

5. **Occupancy Fee.** Generally, Manager pays the UG a \$5,000 per month "Occupancy Fee" on the first day of each calendar month. However, the Occupancy Fee is abated for a period of twelve (12) full calendar months at the beginning of the term. All Occupancy Fees paid are credited dollar-for-dollar to the purchase price if the Option to Purchase is exercised as described below. The Occupancy Fee increases by three percent (3%) annually during any Renewal Term.

6. **Budgets, Financial Reporting and Revenue Sharing.** The Agreement contains comprehensive provisions concerning Manager's financial reporting obligations, including requirements with respect to periodic submittal of statements of income and expenses, balance sheets, financial statements, copies of sales tax returns, and NOI Statements.

(a) **Operating Budgets.** Manager is required to submit to the UG an annual Operating Budget at least 90 days prior to each Fiscal Year. The UG agrees to review and comment within sixty (60) days. Manager may not exceed any line item in the Operating Budget by more than fifteen percent (15%) in any Quarterly Accounting Period without the prior consent of the UG.

(b) **Operating Expenses.** Manager is responsible for all expenses incurred in the operation and maintenance of the Grocery Store, including purchases of grocery inventory; equipment and fixtures; media advertising; cleaning services and supplies; utilities; personnel; ordinary maintenance and repairs; insurance; taxes and governmental charges; allocated expenses pursuant to an Approved Allocation Methodology; and all other direct costs and expenses.

(c) **Audit Rights.** The UG retains the right to audit financial records, operating expenses, and all revenue sharing calculations. If an audit reveals an error larger than three percent (3%) in Gross Revenues, Occupancy Fee, Operating Expenses, or NOI, Manager bears the costs of the audit.

(d) **Revenue Sharing.** After Manager has recouped its Initial Operator FF&E costs from Net Operating Income ("NOI"), Manager agrees to pay the UG five percent (5%) of Net Operating Income (the "NOI Share") during each Fiscal Year. If NOI is zero or negative, no revenue sharing is due. Manager is also entitled to a Management Fee of \$104,000 per year, included as an Operating Expense for purposes of calculating NOI. The Occupancy Fee and the NOI Share are separate and independent obligations; neither offsets the other. Article 5 of the Agreement contains detailed provisions regarding calculation, NOI Statements, and payment mechanics.

(e) **Allocation of Shared Costs.** Because Manager may operate other Affiliated Stores, the Agreement includes provisions governing the allocation of Shared Costs (costs benefiting both the Grocery Store and any Affiliated Store). Allocations must be commercially reasonable, consistently applied, arm's-length, and approved in writing by the UG prior to implementation. Prohibited practices include allocating costs exceeding actual amounts, disproportionate allocations, including profit margins or markups, using unverifiable allocation factors, or timing allocations to reduce NOI.

7. **Employees.** All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of personnel are the sole responsibility of Manager. Manager agrees that all employees shall receive a minimum starting hourly wage sufficient to provide the necessities and comforts essential to an acceptable standard of living, and Manager will actively use its best efforts to recruit, hire and retain residents of Kansas City, Kansas (especially those in close proximity and adjacent neighborhoods).

8. **Use; Operating Covenant.** Manager shall cause the Grocery Store to be continuously operated during community-appropriate hours, and at minimum the hours of 8:00 AM through 8:00 PM each day, as a first-class retail grocery store offering a full range of meats, fresh fruit and vegetable produce, and customary goods, and for no other use. Manager shall accept EBT/SNAP and, if feasible, WIC, implement affordability pricing strategies consistent with community needs, and conduct reasonable community education programming. Manager shall operate under the trade name "United Market."

9. **Repairs, Maintenance and Alterations.** Manager is obligated to maintain and keep the Grocery Store in good repair and working order. Manager may make non-structural additions with the UG's prior approval, so long as they comply with applicable law and do not materially adversely affect the value of the Grocery Store. The UG has responsibility for maintaining, repairing and replacing if necessary: (i) roof, foundation, exterior walls, landscaping, drainage systems, utility systems and all structural repairs or replacements, (ii) capital repairs or replacements to parking areas, driveways, curbs, islands, exterior lighting and related facilities, and (iii) capital repairs or replacements of the refrigeration and compressor units.

10. **Exclusivity.** For the Initial Term, the UG will not lease or sell UG-owned Property for another grocery store within a one-mile radius of the Grocery Store Site, subject to exceptions for incidental grocery sales, a farmer's market limited to local producers, and a pharmacy primarily dispensing prescriptions. The exclusivity covenant does not apply to Land Bank Property.

11. **Option to Purchase; Right of First Refusal.** Manager has an exclusive option to purchase the Grocery Store Site and Grocery Store Parking Parcel, commencing on the first anniversary of the Effective Date of the Management Agreement. If exercised on or before the second anniversary, the purchase price shall not exceed \$3,200,000. Otherwise, the purchase price will be equal to Fair Market Value, less a dollar-for-dollar credit for Occupancy Fees previously paid by Manager. Fair Market Value is determined through negotiation or, if the parties cannot agree, through an appraisal process. Manager also has a right of first refusal (“ROFR”) if the UG proposes to transfer its interest to an unrelated third party. As a condition to closing under the Option to Purchase or ROFR, Manager and the UG shall execute and record a restrictive covenant requiring continuous operation of a full-service grocery store for at least 10 years after closing. The parties shall also execute a Reciprocal Easement Agreement addressing shared parking and cross-access rights, with the UG retaining perpetual, non-exclusive easement rights to access and park on the Grocery Store Parking Parcel.

12. **Default; Remedies.** The Agreement contains customary provisions concerning default and remedies. Manager defaults include failure to make payments (with a 5-day cure period after notice), material breach of any covenant (with a 30-day cure period after notice), and bankruptcy-related events. The UG may pursue all available remedies at law or in equity, including termination. Manager is obligated to indemnify the UG against all reasonable costs and charges, including reasonable attorneys’ fees. The UG defaults if it fails to perform and does not cure within 30 days after written notice, but UG liability is limited to actual amounts in question plus reasonable enforcement costs (no consequential damages).

13. **Assignment.** Manager is prohibited from assigning, selling, leasing, mortgaging, or otherwise transferring the Agreement or effecting a change of control without the UG’s reasonable written consent. Limited collateral assignments to lenders may be permitted, provided no transfer of operational control occurs.

14. **Insurance and Indemnity.** Manager shall maintain customary insurance (property and casualty, worker’s compensation, general liability, employee dishonesty, etc.) as an Operating Expense. The UG and Manager are named as insureds and loss payees. The Agreement preserves the UG’s sovereign immunity under the Kansas Tort Claims Act. Manager also agrees to indemnify and hold harmless the UG from claims arising out of damage or injury occurring at the Grocery Store to the extent caused by Manager’s negligence or conduct, and from any breach by Manager under the Agreement, except for claims arising from the UG’s negligence or willful misconduct.

# **NEW United Market Grocery Store ED&F Meeting July 29, 2026**

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Todd LaSala

- **Parties**. The UG and Santa Fe Grocers LLC, a Kansas limited liability company, dba United Market ("Manager")
- **Management Agreement**. For management of full-service grocery store facility located at in the former Merc store located at 501 Minnesota Avenue
- **Term**. Initial 3 year term with automatic one-year renewals afterwards

# Project Site



# Economic Terms

- Manager does all improvements and provides trade fixtures, movable equipment, point of sale systems, and branding elements (Estimated costs of \$572,000)
- UG provides a \$150,000 contribution to improvements, subject to clawbacks
- After first 12 months of occupancy, Manager pays the UG a \$5,000 per month “Occupancy Fee” (increasing by 3% annually during term). Occupancy Fees paid are credited against purchase price if the Option to Purchase is exercised by Manager.
- Manager responsible for all operating costs and any shortfalls
- UG has a right to 5% of NOI, after Manager recoups its initial FF&E costs

# Economic Terms (continued)

- **Option to Purchase**. Manager has option to purchase the Grocery Store Site and parking after the 1 year. If exercised on or before the end of 2<sup>nd</sup> year, the purchase price shall not exceed \$3,200,000. Otherwise, the purchase price is Fair Market Value, less credit for Occupancy Fees previously paid by Manager.
- **Right of First Refusal** Manager also has a right of first refusal (“ROFR”) if the UG wants to sell to an unrelated third party.
- **Condition to Sales**. As a condition to closing under either Option to Purchase or ROFR, we would record a restrictive covenant requiring operation of a full-service grocery store for at least 10 years after closing. Would also be recorded documents requiring shared parking and cross-access rights, non-exclusive easement rights to access and parking.

- **Exclusivity**. For first 3 years, the UG will not lease or sell other UG-owned property for another grocery store within a one-mile radius of the Grocery Store Site, subject to certain exceptions. The exclusivity covenant does not apply to Land Bank Property.



# United Market

Full-Service Community Grocery Store at Former Merc  
Co+op Location 501 Minnesota Ave, Kansas City, KS  
66101



# A Community in Need

The closure of Merc Co+op in Downtown Kansas City, Kansas has once again left the area without a full-service grocery store, creating a significant gap for surrounding residents.



## Food Access Gap

Residents face significant challenges in obtaining fresh, healthy food options.



## Transportation Burdens

Increased travel distances and costs to reach alternative grocery stores.



## Economic Activity Loss

A reduction in local spending and job opportunities within the community.



## Community Frustration

Growing dissatisfaction due to limited amenities and essential services.



## Disrupted Daily Routines

Families and individuals struggle with altered schedules and increased logistical challenges.

**58K**

**Residents Served**

Total population in trade area

**\$45-60K**

**Median Income**

Average household income

**2+**

**Miles Away**

Distance to nearest  
full-service store

**\$2M+**

**Weekly Potential**

Total grocery spending  
capacity

Downtown Kansas City, Kansas continues to experience a gap in accessible full-service grocery. The area reflects a diverse, working-class population with consistent daily demand. Current conditions show strong grocery leakage to nearby corridors, indicating a clear opportunity for a value-driven, properly aligned operator.

# Restoring Food Access to Downtown KCK

United Market will activate the former Merc Co+op location, restoring full-service grocery access to a central and underserved area.

The store will deliver fresh produce, full-service meat and deli, multicultural grocery offerings, and competitive pricing aligned with community needs.

Ready to open within **1–3 months of possession**, creating **15–25 local jobs** and reestablishing a reliable neighborhood anchor.



# Full-Service Supermarket Experience

## Full-Service Meat

Quality cuts with expert butchers serving neighborhood preferences



## Fresh Produce

High-quality fruits and vegetables at competitive prices

## Bakery & Deli

Fresh-baked goods and prepared foods daily



## Customer Service

Dedicated desk for support and community connection



## Grocery & Frozen

Complete selection including multicultural products



# United Market Solution

## Comprehensive Product Range

Fresh produce, full-service meat, and a complete grocery selection tailored to daily needs.

## Culturally Diverse Selection

Providing a wide array of multicultural products tailored to the community's preferences.

## Value-Driven Approach

Competitive pricing designed for consistent, everyday shopping.

## Experienced Leadership

Operated by a seasoned professional committed to excellence and community service.

## Local Job Creation

Generating employment opportunities and training for neighborhood residents.

## Neighborhood Stability

Reestablishing essential retail and strengthening the local area.



# Hybrid Value Pricing Strategy

## Everyday Low Pricing

Competitive prices on staple items customers buy weekly

## Deep-Discount Weekly Ads

Aggressive promotions to build traffic and loyalty

## Bargain Seasonal Buys

Special deals on seasonal and opportunistic purchases

## Fresh Department Value

Quality without premium pricing in meat and produce

This balanced approach provides affordability and freshness without discount-store branding, building customer trust and consistent shopping habits.



# Year One Financial Projections



Base Case: \$145K Weekly

\$7.6M annual sales – realistic for reopening year



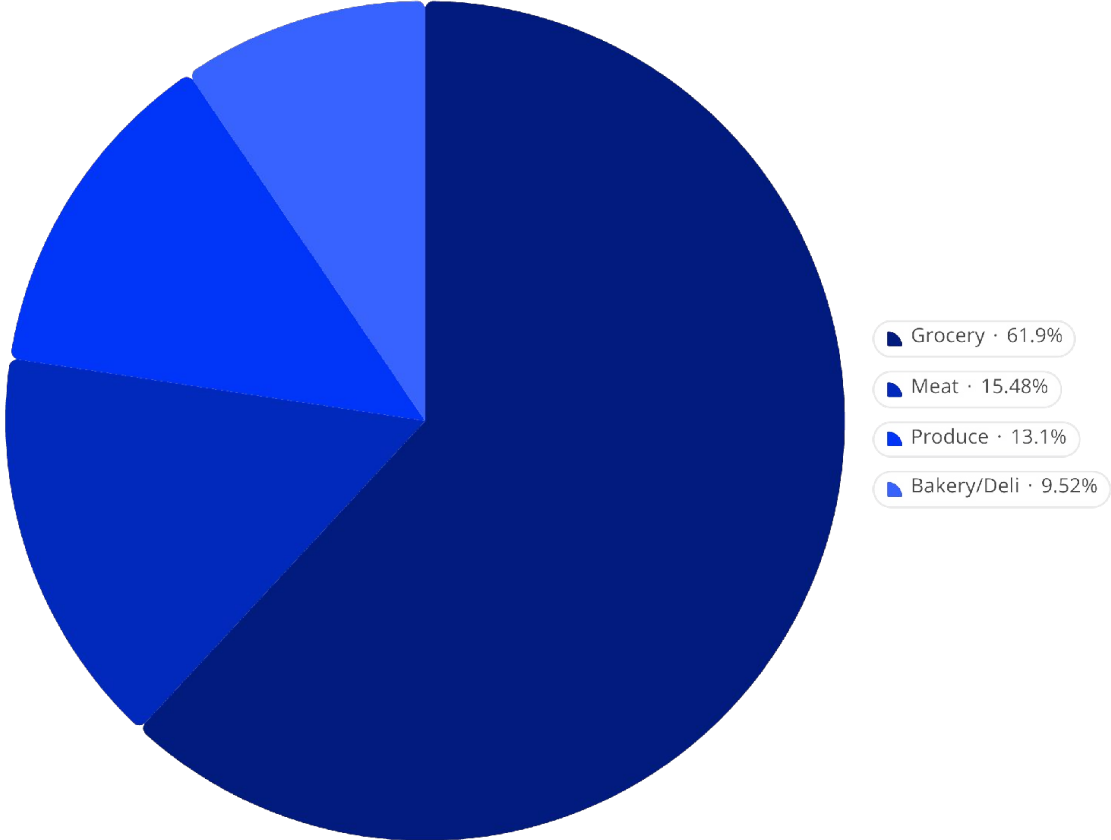
Strengthened: \$200K Weekly

\$10.4M annual sales – achievable with strong execution

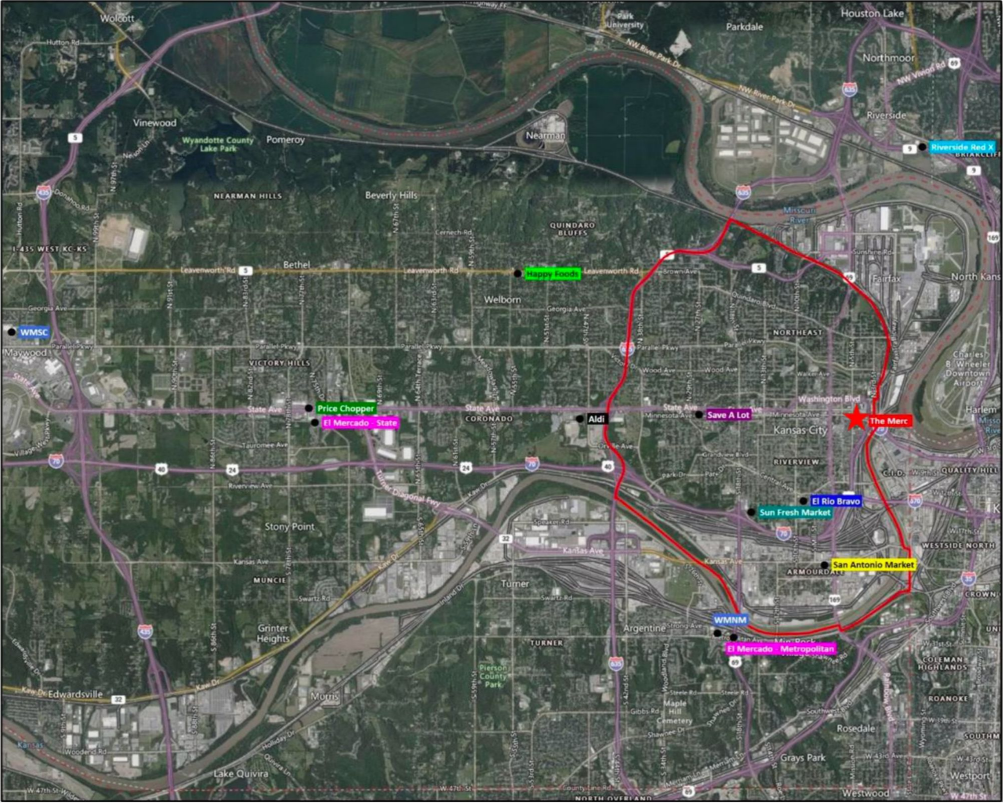


Break-Even: \$280K Weekly

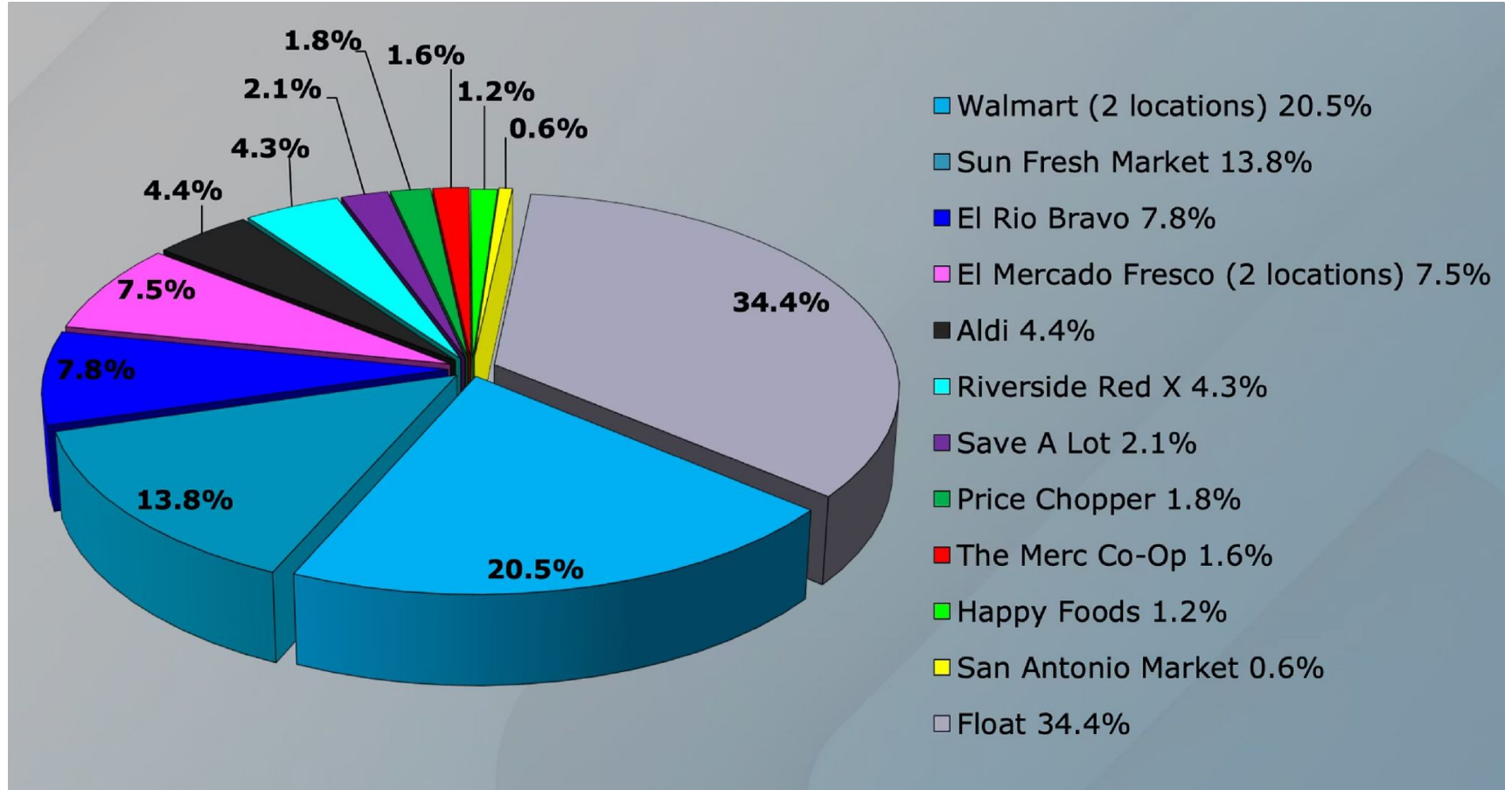
\$14.6M annual sales – typical urban stabilization target



# Trade Area Map



## Market Share Graph



# Sales Forecast

The first year, year-end weekly sales projection for a new 12,000 square foot hybrid grocery store is **\$145,000** (\$12.06/sf). The forecast assumes 85 percent of the store's sales are generated from within the trade area and the remaining 15 percent from beyond the trade area. Trade area market share is **4.5%** of the weekly supermarket potential.

<u>Store Name</u>	<u>Map Key</u>	<u>Total Area</u>	<u>Current Sales</u>	<u>Aug 26 Sales</u>	<u>Sales /Sq.Ft.</u>	<u>PWTA</u>	<u>Power</u>	<u>T.A. Change</u>	<u>T.A. Change %</u>
Aldi	1	18,500	\$200,000	\$197,069	\$10.65	60	104	-2,931	-2.4
El Mercado - Metropolitan	2	15,000	\$380,000	\$371,243	\$24.75	45	258	-8,757	-5.1
El Mercado - State	3	35,000	\$315,000	\$313,311	\$8.95	11	87	-1,689	-4.9
El Rio Bravo	4	20,000	\$225,000	\$213,016	\$10.65	95	106	-11,984	-5.6
Happy Foods	5	21,000	\$150,000	\$148,535	\$7.07	21	70	-1,465	-4.7
Price Chopper	6	66,000	\$415,000	\$412,622	\$6.25	12	61	-2,378	-4.8
Riverside Red X	7	59,000	\$450,000	\$443,380	\$7.51	26	76	-6,620	-5.7
San Antonio Market	8	10,000	\$25,000	\$24,195	\$2.42	60	23	-805	-5.4
Save A Lot	9	17,000	\$60,000	\$56,989	\$3.35	95	30	-3,011	-5.3
Sun Fresh Market	10	43,500	\$445,000	\$424,659	\$9.76	85	97	-20,341	-5.4
The Merc	11	Closed	\$50,000	-	-	85	41	-42,500	-100.0
<b>Hybrid store</b>	<b>11.1</b>	<b>12,000</b>	<b>\$0</b>	<b>\$144,772</b>	<b>\$12.06</b>	<b>85</b>	<b>100</b>	<b>123,056</b>	<b>-</b>
WMNM	12	42,000	\$775,000	\$757,055	\$18.03	59	186	-17,945	-3.9
WMSC	13	70,000	\$1,200,000	\$1,197,369	\$17.11	9	161	-2,631	-2.4
<b>Totals</b>		<b>429,000</b>	<b>\$4,690,000</b>	<b>\$4,704,216</b>					
<b>Averages</b>		<b>33,000</b>	<b>\$335,000</b>	<b>\$361,863</b>	<b>\$10.97</b>				

# Community Impact



## Food Security

Fresh food access restored for 58,000+ residents



## Local Jobs

15–25 positions with advancement pathways



## Economic Revival

Reactivates anchor, reduces spending leakage



## Improved Safety

Active foot traffic, security, better lighting

United Market will partner with local churches, neighborhood associations, nonprofits, workforce agencies, schools, and senior centers to build lasting community connections.



# Leadership: Anthony Estrada

## Director of Operations

Anthony brings **34 years** of high-level grocery industry experience, including Store Director and District Manager roles. His expertise spans full-service operations, multicultural merchandising, fresh department management, and urban store success.

**Key strengths:** Staff development, shrink control, vendor relationships, community engagement, and hands-on leadership that builds customer trust.

# Community Partnerships

United Market is committed to being an integral part of the Prospect Corridor community. We will forge strong relationships with key local organizations to amplify our impact and ensure we are truly meeting the needs of our neighbors.



## Churches & Faith-Based Groups

Collaborating on food drives, outreach programs, and community events to strengthen neighborhood ties.



## Local Schools

Supporting student nutrition, educational programs, and school-based initiatives for youth development.



## Neighborhood Associations

Engaging residents, gathering feedback, and addressing local concerns to foster a strong and connected community.



## Senior Centers

Providing accessible food options, wellness programs, and social opportunities tailored for seniors.

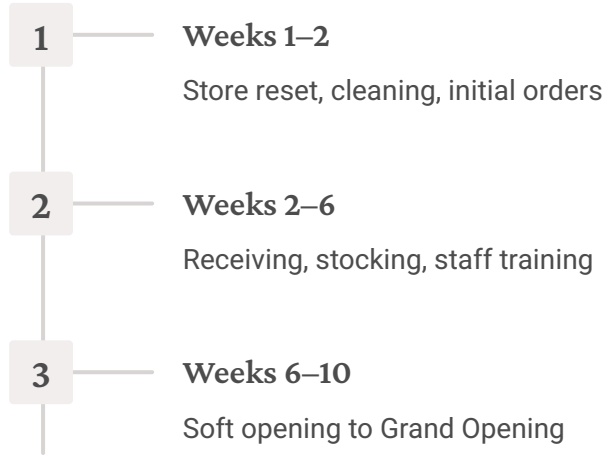


## Workforce Development Agencies

Partnering with organizations like Hire KC and KC Scholars to offer job training, employment, and career advancement opportunities.

# Ready to Serve

United Market is a stable, professionally operated full-service supermarket designed to serve the Downtown Kansas City Kansas with fresh, affordable groceries and high-quality service.



**Opening timeline: 1–3 months.** United Market is ready to open quickly, serve effectively, and become a cornerstone of the neighborhood's economic revival.



OFFICE OF THE  
**MAYOR/CEO**  
CHRISTAL E. WATSON

701 North 7<sup>th</sup> St., Suite 926  
Kansas City, Kansas 66101

Phone: (913) 573-5010

## NOTICE OF PENDING APPOINTMENT

Date: July 2, 2026

BOARD POSITION: Quindaro Ruins Archaeological Park Task Force

INCUMBENT REPLACED: \_\_\_\_\_

APPOINTING COMMISSION: Christal Watson

## REQUEST FOR REAPPOINTMENT

NAME OF NEW APPOINTMENT: Gordon Criswell

TERM OF OFFICE: 07/02/26 - 12/15/2029

SIGNATURE OF APPOINTING COMMISSION MEMBER



OFFICE OF THE  
**MAYOR/CEO**  
CHRISTAL E. WATSON

701 North 7<sup>th</sup> St., Suite 926  
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Phone: (913) 573-5010

## NOTICE OF PENDING APPOINTMENT

Date: July 2, 2026

BOARD POSITION: Quindaro Ruins Archaeological Park Task Force

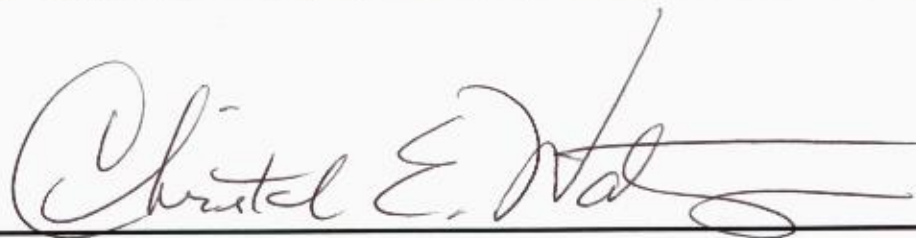
INCUMBENT REPLACED: \_\_\_\_\_

APPOINTING COMMISSION: Christal Watson

## REQUEST FOR REAPPOINTMENT

NAME OF NEW APPOINTMENT: Broderick Henderson

TERM OF OFFICE: 07/02/26 - 12/15/2029



SIGNATURE OF APPOINTING COMMISSION MEMBER

Unified Government of Wyandotte County and Kansas City, Kansas



## Board of Commissioners

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

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***Mayor 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, June 4, 2026**

**5:30 PM – 6:34 PM**

**Attendance:**

**Commissioners Present:**

- Mayor Pro Tem Andrew Kump
- Commissioner Jermaine Howard
- Commissioner Christian Ramirez
- Commissioner Carlos Pacheco
- Commissioner Bill Burns
- Commissioner Chuck Stites
- Commissioner Andrew Davis
- Commissioner Phil Lopez

**Commissioners Absent:**

- Commissioner Melissa Bynum
- Commissioner Evelyn Hill
- Mayor CEO Christal E. Watson

**Staff Present:**

- Monica L. Sparks, Unified Government Clerk
- David Johnston, County Administrator
- Angela Lawson, Acting Chief Counsel
- Reginald Lindsey, Budget Director
- Michael Peterson, Deputy Budget Director
- J. Renee Ramirez, HR Director
- Adrian Alemifar, Senior Budget Analyst
- Stasha Ferguson, HR Analyst

**Call to Order**

Mayor Pro Tem Kump called the meeting to order at 5:31 P.M. The invocation was led by Commissioner Davis, followed by the Pledge of Allegiance.

**Revisions to Agenda:**

No revisions to the agenda were reported.

**Consent Agenda: (Discussion Begins 3:21)**

**Item No. 1 – RESOLUTION: REGIONAL FARE POLICY ADOPTION**

**Item No. 2 – RESOLUTION: MUTUAL AID AGREEMENT WITH THE KANSAS CITY, MISSOURI, BOARD OF POLICE COMMISSIONERS DURING THE 2026 FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION WORLD CUP**

**Item No. 3 – RESOLUTION: HEALTH FORWARD FOUNDATION GRANT - STAFF SUPPORT FOR COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP) HOUSING PLAN IMPLEMENTATION**

**Item No. 4 – APPOINTMENT: BOARDS AND COMMISSIONS**

**Item No. 5 – MINUTES**

**Item No. 6 – WEEKLY BUSINESS**

Commissioner Davis made a motion to approve all items on the consent agenda. The motion was seconded by Commissioner Howard.

Vote: Motion carries 8/0

- Ayes: Burns, Davis, Howard, Ramirez, Pacheco, Stites, Lopez, Kump
- Nays: None
- Absent: Hill, Bynum, Watson

**Administrator's Agenda:**

**Item No. 1 – BUDGET: PERSONNEL (Discussion Begins 4:09)**

County Administrator David Johnston provided opening remarks. Mr. Johnston introduced Reginald Lindsey to present the workshop.

**Key Presentation Topics Covered:**

**Budget Recap:** Review of workforce management in previous budgets, including 2025 revenue neutral rate and 2026 budget adjustments.

**Michael Peterson, Deputy Budget Director, presented the current Staffing Levels section:**

- Current sworn position counts: Fire (439 budgeted, 450 average paid), Police (331 budgeted, 327 average paid), Sheriff (147 budgeted, 137 average paid)
- 17 SAFER grant positions ending in 2027
- 12 COPS grant positions ending in phases through 2028

**Renee Ramirez, Human Resources Director, presented on the Vacancy Analysis section:**

- Overall 8% vacancy rate (182.5 open positions, 2,083.75 filled positions as of June 1, 2026)
- Average 95 days to fill positions (down from 150-200 days previously)
- Department-specific vacancy rates provided

**Mr. Lindsey presented on the Financial Forecasts section:**

- County General Fund scenarios: Revenue neutral, 4% assessed value increase, 5% balanced budget
- City General Fund scenarios: Revenue neutral, 4% assessed value increase, 8.6% balanced budget
- Personnel costs represent 69% of county budget, 78% of city budget

**Mr. Lindsey and Mrs. Ramirez presented the Future Considerations section:**

- Pay parity review for executive positions
- Compensation study (last conducted in 2015)
- Merit-based performance evaluation system
- Bilingual pay and education recognition

**Adrian Alemifar, Senior Budget Analyst, presented on the Community Survey Correlation section:** Analysis linking personnel decisions to community survey priorities.

**Questions and Discussion:**

**Commissioner Lopez:** Inquired about grant writer positions, specifically mentioning Noah at the Health Department who has grant writing experience.

**Commissioner Pacheco:** Asked about potential service cuts if revenue neutral budget is adopted. Budget staff confirmed cuts would likely come from hiring freezes and service reductions, as capital is already minimal.

**Commissioner Davis:**

- Questioned grant application process and sustainability planning for COPS and SAFER grants
- Discussed absorbing grant-funded positions into existing vacancies
- Asked about correlation between community survey results and departments with existing vacancies

This item was for information only, and no action was required.

**Adjournment: (Discussion Begins 1:04:25)**

Commissioner Burns moved to adjourn the meeting. The motion was seconded by Commissioner Pacheco.

Vote: Motion carries 8/0

- Ayes: Burns, Davis, Howard, Ramirez, Pacheco, Stites, Lopez, Kump
- Nays: None
- Absent: Hill, Bynum, Watson

**MAYOR PRO TEM KUMP  
ADJOURNED THE MEETING AT 6:34 P.M.**

**June 4, 2026**

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Monica L. Sparks, CMC  
Unified Government Clerk

ML

Unified Government of Wyandotte County and Kansas City, Kansas



## BOARD OF COMMISSIONERS

Commission Chambers

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

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*Mayor Tyrone Garner*

*Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Tom Burroughs –*

*Commissioner Dist. 1 Gayle E. Townsend – Commissioner Dist. 2 Bill Burns –*

*Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Dr. Evelyn Hill –*

*Commissioner Dist. 5 Mike Kane – Commissioner Dist. 6 Phil Lopez –*

*Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis*

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### MINUTES

## SPECIAL MEETING

Tuesday, September 9, 2025

5:07 PM – 7:02 PM

#### Attendance:

##### **Commissioners Present:**

- Mayor Tyrone Garner
- Commissioner Burroughs
- Commissioner Bynum
- Commissioner Burns
- Commissioner Lopez
- Commissioner Kane
- Commissioner Townsend
- Commissioner Stites

##### **Commissioners Absent:**

- Commissioner Ramirez
- Commissioner Hill
- Commissioner Davis

**Staff Present:**

- Monica L. Sparks (Unified Government Clerk)
- David Johnston (County Administrator)
- Angela Lawson (Interim Chief Legal Counsel)
- Reginald Lindsey (Budget Director)
- Michael Peterson (Deputy Budget Director)
- Dr. Shelley Kneuvean (Chief Financial Officer)
- Debbie Jonscher (Deputy Chief Financial Officer)
- Angel Ferrara (Parks and Recreation Director)

**Call to Order:**

Mayor Tyrone Garner called the meeting to order at 5:07 PM.

**Notice and Consent to Meeting:**

**NOTICE OF SPECIAL MEETING** of the Unified Government of Wyandotte County/Kansas City, Kansas, is scheduled to be conducted in a hybrid format on Tuesday, September 9, 2025, at 5:00 p.m. for a budget workshop in the Fifth-floor Conference Room of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas.

**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.

County Administrator, David Johnston, turned the meeting over to Budget Director, Reginald Lindsey, to continue the budget workshop process for the 2026 budget.

**Sheriff's Department Staffing Request (Discussion Begins: 5:06)**

Budget Director Lindsey presented a proposal for additional Sheriff's Department positions:

- Sheriff Soptic requested 10 additional sworn positions
- Current FTE count: 145, proposed increase to 155
- Phased implementation plan:
  - A. January recruit class: 5 FTEs (12-month impact: \$550,000)
  - B. July recruit class: 5 FTEs (6-month impact: \$275,000)

C. Total 2026 impact: \$825,000

D. Annual ongoing impact: \$1.1 million (equivalent to 0.5 county mills)

**Discussion and Comments:**

**Commissioner Burroughs** expressed support for the phased approach, confirming that in 2027, all positions would be funded at the full half-mill price.

**Commissioner Burns** recommended that commissioners wanting to cut items should make motions to expedite the process.

**Commissioner Bynum** clarified that if the Sheriff doesn't hire all 10 positions, the money would not be spent, though it needs to be budgeted in preparation.

**Commissioner Townsend** inquired about the Sheriff's Department parity payments and whether they could be adjusted as a non-contractual item to help fund additional positions.

**Optional Budget Additions Review (Discussion Begins: 10:25)**

Director Lindsey reviewed optional additions requested by commissioners:

- Only \$100,000 for illegal dumping enforcement cameras currently built into budget

**Discussion and Comments:**

**Commissioner Lopez** requested information on fines collected from illegal dumping arrests and where those funds are allocated.

**Commissioner Townsend** confirmed the bi-weekly mowing amount represents additional funding to double current frequency.

Chief Oakman met with administration and determined he does not need the additional 17 patrol officers originally requested.

**Non-Mandated Program Spending Review (Discussion Begins: 22:36)**

Director Lindsey presented refined non-mandated spending totals:

- City funds: \$2 million (reduced from \$15 million after removing cash projects and specialty fund items)
- County funds: \$1.7 million (reduced from \$3 million)

Commission-Driven Initiatives (\$2.2 million total):

- Senior Citizen Disability Income Based Rebate Program: \$602,000
- Downtown Shareholders contribution: \$164,000
- Warming shelter contribution: \$24,000
- BPU pilot reduction (10.9% to 9.9%): \$1.2 million revenue impact
- Senior citizen pilot elimination program: \$250,000 revenue impact

City-Only Programs (\$760,000 total):

- Economic development initiatives: \$230,000
- Small business grants increase: \$50,000
- Livable neighborhoods/NBRs: \$220,000 (restored to 2024 levels)
- Demolition services: \$220,000
- Neighborhood impact grants: \$35,000
- Planning services: \$50,000
- Dispute resolution: \$4,000

County-Only Programs (\$130,000 total):

- County Fair: \$87,000
- Law Library: \$24,000
- Historical Museum operations: \$18,000

**Discussion and Comments:**

**Commissioner Burroughs** suggested reviewing dedicated sales tax funds for compliance with reserve requirements and potential mill levy adjustments to free up general fund resources for other priorities.

**Mayor Garner** questioned the equity of the downtown shareholders contribution, noting it's the only NBR receiving such funding, and supported the BPU pilot reduction as fulfilling a long-standing promise to residents.

**Commissioner Bynum** provided historical context on the downtown shareholders' contribution, noting it's a voluntary payment in lieu of property taxes to the SSMID, and that similar requests have been made to other tax-exempt entities.

**Commissioner Stites** inquired whether the Community College makes similar contributions to the SSMID and questioned the Unified Government's funding of the K-State Extension building lease.

**Commissioner Kane** provided historical context on the BPU pilot increase during the 2008 recession and subsequent policy decisions.

**Commissioner Lopez** questioned whether demolition costs for land bank properties are added to sale prices.

**Commissioner Townsend** noted that Land Bank currently has no structures due to successful rehabilitation programs from previous years.

### **New Budget Requests Built Into Current Budget (Discussion Begins: 58:47)**

Director Lindsey presented the new budget requests. Combined City/County Requests: \$2 million City-Only New Requests: \$2.2 million across multiple departments County-Only New Requests: \$1.7 million across various departments

### **Discussion and Comments:**

**Commissioner Burns** clarified that the Law Library is mandated by Attorney General opinion for counties or judicial districts, and that extension services provide valuable community programs.

**Commissioner Burroughs** proposed using community surveys and ballot initiatives to let residents prioritize discretionary spending items and establish dedicated funding streams for various programs.

### **Community Benefits Districts Discussion (Discussion Begins: 1:27:27)**

CFO Dr. Shelley Kneuvean presented information on two resolutions regarding new growth and expiring economic development agreements:

#### **New Growth Resolution:**

- 10% of growth in assessed value helps pay debt
- City impact: \$79,000
- County impact: \$95,000

#### **Expiring Economic Development Agreements:**

- Various TIFs, IRBs, and Plaza at Speedway agreements
- Total city side: \$3.2 million
- Total county side: \$1 million
- 50% designated for debt retirement/tax reduction per resolution
- Revenues built into current budget projections

**Discussion and Comments:**

**Commissioner Bynum** questioned the TIFs and funds disclosed in the development agreement.

**Commissioner Stites** questioned why the Unified Government funds K-State Extension at all and requested clarification on the legal requirements.

**Commissioner Bynum** confirmed that state law requires counties to fund extension councils in partnership with Kansas State University.

Mayor Garner thanked staff for their hard work throughout the budget process and noted this would be the final budget workshop. He indicated that County Administrator Johnson would schedule individual meetings with commissioners to gather final input before presenting a budget for commission vote.

**Adjournment (Discussion Begins: 1:59:20)**

Commissioner Burroughs made a motion to adjourn. The motion was seconded by Commissioner Burns.

Vote: Motion carries 7/0

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

**MAYOR GARNER ADJOURNED**

**THE MEETING AT 7:02 P.M.**

---

Monica L. Sparks, CMC  
Unified Government Clerk

mls



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:** June 4, 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

## Weekly Business Material for May 29, 2026 – June 4, 2026

### 1. PUBLIC NOTICE:

- All City Tow Service, 1015 S Bethany St., Kansas City, KS 66105, held a public auto auction on May 14, 2026, at All City Tow Service.

**Action:** Received and filed.

### 2. CLAIMS:

- David Mendoza, Kansas City, KS, alleging damage to personal property prior to 06/05/2026.
- Ruth Smith, Kansas City, KS, alleging personal injury on 03/23/2025.
- Arielle Thornton, Savannah, MO, alleging damage to personal vehicle on 03/06/2026.
- Christy Williams, Kansas City, MO, alleging damage to personal vehicle on 03/16/2026.
- Monique Woolridge, Kansas City, KS, alleging wrongful death on 07/05/2025.

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

### 3. SUMMONS:

- State of Kansas et. al., v. Donald D. Cunliffe, Case No. WY-2023-DM-001652.

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

### 4. TRAVEL REQUESTS:

- Robert Cheatum, Corbin Lytch, and Chad Williams, Kansas City, Kansas, Police Department, travel to Colorado Springs, CO, from 09/21/2026 through 09/24/2026, to attend NPCA National Training Seminar, Employee Training and Travel.
- Jacqui Watts, Department of Aging, travel to Wichita, KS, from 06/17/2026 through 06/18/2026, to attend Quarterly AAA In-Person Fiscal Meeting, FND165.

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

### 5. APPLICATION FOR DRINK EST/PUBLIC VENUE:

- CMA Enterprises LLC, Claudia Anderson, d/b/a Casino Bar, 1100 Osage Ave, Kansas City, KS 66105.
- Great Life Kansas City LLC, W. Steve Price, d/b/a Painted Hills Golf Club, 7101 Parallel Pkwy, Kansas City, KS 66112.

**Action:** Referred to License.

**6. APPLICATION FOR DRINK EST/PUBLIC VENUE:**

- Adam Nehring, event name: Kick it in KCK, Memorial Hall, 600 N 7<sup>th</sup> St, Kansas City, KS 66101. This temporary permit is for 06/06/2026 from 12:00 p.m. to 4:00 p.m.

**Action:** Referred to License.

**7. APPLICATIONS FOR PRIVATE SECURITY:**

- SK Security, d/b/a SK Security, 3200 Merriam Ln, Kansas City, KS 66106.

**Action:** Referred to License.



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

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

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

## Memorandum

**To:** David Johnston  
County Administrator

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

**Date:** June 11, 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

## Weekly Business Material for June 5, 2026 – June 11, 2026

### 1. CLAIMS:

- Carlos Linares, Kansas City, KS, alleging damage to personal vehicle on 05/28/2026.
- Ivan Linares, Kansas City, KS, alleging damage to personal vehicle on 05/27/2026.
- Karla Linares, Kansas City, KS, alleging damage to personal vehicle on 05/27/2026.

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

### 2. TRAVEL REQUESTS:

- Jared Altic, Kansas City, Kansas, Police Department, travel to Spokane, WA, from 07/19/2026 through 07/24/2026, to attend ICPC Annual Training Seminar, Employee Training and Travel.
- Kristofer Finger, Ricky Ledgerwood, Diana Miles, Jeff Miles, Russell Owens, Troy Shaw, Dewayne Smith, and Jonathan Wiles, Public Works, travel to Houston, TX, from 08/29/2026 through 09/02/2026, to attend 2026 Public Works Expo (PWX), Public Works, Engineering, and Stormwater Training and Travel.
- Andy Roddy, Public Works, travel to Houston, TX, from 08/30/2026 through 09/02/2026, to attend 2026 Public Works Expo (PWX), Public Works, Engineering, and Stormwater Training and Travel.
- Patrick Locke and Thomas Tomasic, Kansas City, Kansas, Police Department, travel to Washington, DC, from 07/27/2026 through 07/31/2026, to attend Annual NPAL Youth Leadership Summit, Employee Training and Travel.
- Reyna Navarrete, Kansas City, Kansas Police Department, travel to Las Vegas, NV, from 07/20/2026 through 07/23/2026, to attend National Organization for Victim Advocacy, 100% VOCA Funded.
- Mike Searcy, Fire Suppression, travel to Columbia, MO, from 06/23/2026 through 06/26/2026, to attend Canine Search Specialist, Covered by MOTF1.
- Mike Searcy, Fire Suppression, travel to Columbia, MO, from 06/19/2026 through 06/21/2026, to attend Deployment training/standby, Covered by MOTF1.
- Mike Searcy, Fire Suppression, travel to Columbia, MO, from 07/10/2026 through 07/12/2026, to attend Deployment training/standby, Covered by MOTF1.
- Mike Searcy, Fire Suppression, travel to Columbia, MO, from 06/27/2026 through 06/28/2026, to attend Dinner on the 50, Covered by Ground Zero.
- Mike Searcy, Fire Suppression, travel to Columbia, MO, from 06/11/2026 through 06/11/2026, to attend K9 Training, Covered by MOTF1.
- Mike Searcy, Fire Suppression, travel to Columbia, MO, from 06/05/2026 through 06/05/2026, to attend K9 water training, Covered by MOTF1.
- Marco Tapia, District Attorney's Office, travel to Garden Plain, KS, from 07/05/2026 through 07/11/2026, to attend NRA Law Enforcement Tactical Shooting Instructor Development School, Employee Training and Travel
- Kasie Taulbert, Kansas City, Kansas, Police Department, travel to St. Louis, MO, from 08/23/2026 through 08/28/2026, to attend IACA 2026 Conference, Employee Training and Travel

- Carlos Ulloa, Kansas City, Kansas, Police Department, travel to Omaha, NE, from 07/21/2026 through 07/25/2026, to attend Summer CALEA Conference, Employee Training and Travel
- Sarah White, Public Works Engineering, travel to Annapolis, MD, from 07/12/2026 through 07/16/2026, to attend NAFSMA Annual Meeting, Employee Training and Travel.

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

### **3. BUSINESS BONDS:**

- Electrical Bonds:
  - Arete Electric, LLC
  - C-Rex Electric LLC
- Mechanical/HVAC Bonds:
  - Brett Holmes

**Action:** Referred to License.

### **4. CONTINUATION CERTIFICATES:**

- Plumber's Bonds:
  - Poor John's Plumbing, LLC
  - R2 Plumbing LLC

**Action:** Referred to License.

### **5. CANCELLATION NOTICE OF INSURANCE/BOND:**

- Electrical Bond:
  - Kendrek Electric, Inc
  - Wilson, Eric, DBA Wilson Construction & Electrical

**Action:** Referred to License.

### **6. APPLICATION FOR DRINK EST/PUBLIC VENUE:**

- Vieux Carre LLC, Debra Dee Miller, d/b/a Fat Matt's Vortex, 411 N 6<sup>th</sup> St, Kansas City, KS 66101.

**Action:** Referred to License.

**7. APPLICATION FOR LIQ. TEMP. LIC.:**

- Adam Nehring, event name: Kick it in KCK, Memorial Hall, 600 N 7<sup>th</sup> St, Kansas City, KS 66101. This temporary permit is for 06/11/2026 from 12:30 p.m. to 5:00 p.m.
- Adam Nehring, event name: Kick it in KCK, Memorial Hall, 600 N 7<sup>th</sup> St, Kansas City, KS 66101. This temporary permit is for 06/22/2026 through 06/24/2026 from 10:30 a.m. to 10:00 p.m.

**Action:** Referred to License.



## Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="583 386 1036 478" style="border: 1px solid black; padding: 5px;">           David Johnston, County Administrator         </div> djohnston@wycokck.org x5027	Administrator's Office
<b>AGENDA ITEM #11.1.</b>		
<b>BUDGET: CIP WORKSHOP (ADDING ADDITIONAL DOCUMENTS PER AGENDA UPDATE)</b>		
<b>BACKGROUND</b>		
Budget Workshop  <i>This item is a continuation from the Board of Commissioners meeting on June 24, 2026.</i>		
<b>RECOMMENDATION</b>		
<b>BUDGET IMPACTS / FINANCIAL CONSIDERATIONS</b>		
<b>LEGAL/ POLICY CONSIDERATIONS</b>		
<b>ATTACHMENTS</b>		
Budget Workshop #6 - June 24th - CIP, CIP Memos		

Approved by Mayor/Administrator to add to agenda.

JUNE 24<sup>TH</sup> BUDGET WORKSHOP

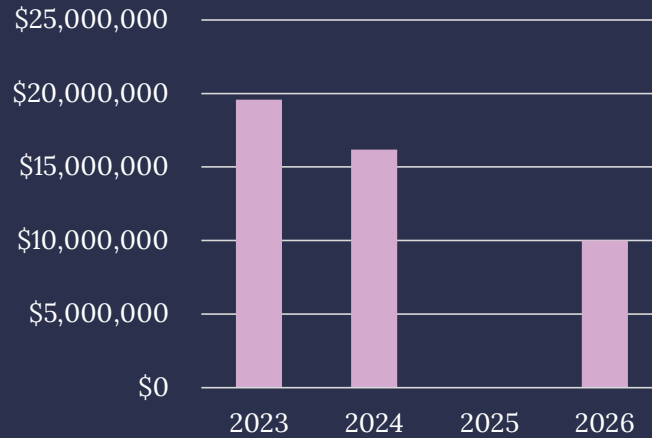
# Budget Workshop #6

CAPITAL IMPROVEMENT PROGRAM

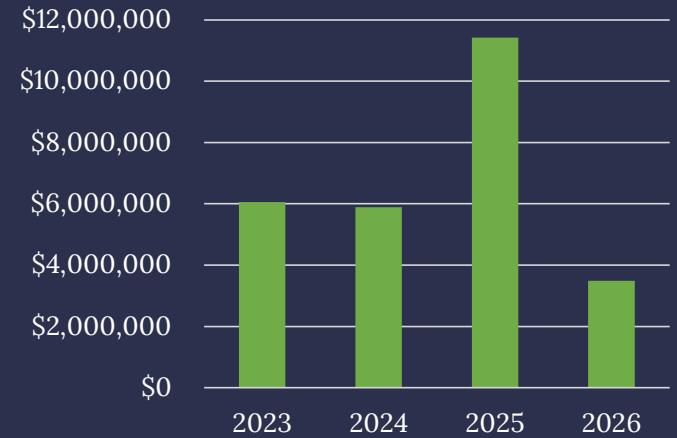


# Capital Investment Trends

City Debt



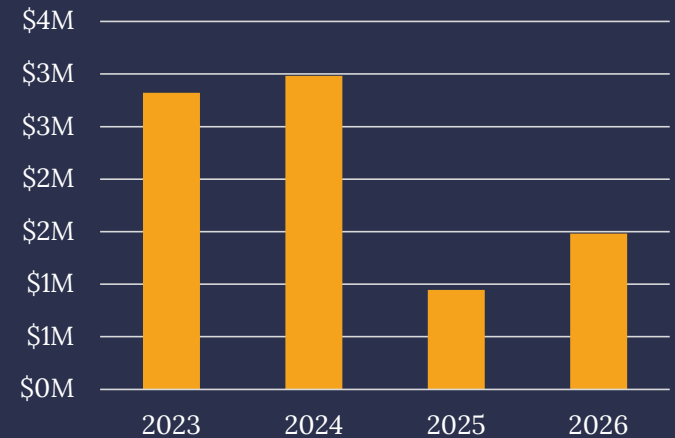
City General Fund



## 2026 Capital Budget vs. 2027 Capital Requests

	2026 Budget	2027 Requests
Enterprise Funds	\$11.9M	\$19.8M
Other Funds	\$19.5M	\$71.8M
<b>Total</b>	<b>\$31.4M</b>	<b>\$91.6M</b>

County General Fund



Note on bar charts: 2023, 2024, and 2025 years show Amended Budgets. 2026 shows the original.

## COUNTY GENERAL FUND Long-Range Forecast

Base Model: 4% est.  
AV inc.

County General Fund	2026 Budget	2026 Amended	2027 Budget	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
TOTAL REVENUES	\$ 93,255,586	\$ 94,119,818	\$ 97,219,261	\$ 100,135,838	\$ 103,139,913	\$ 106,344,438	\$ 109,649,512
TOTAL EXPENSES	\$ 94,173,066	\$ 95,349,803	\$ 98,111,835	\$ 101,394,072	\$ 104,786,637	\$ 108,293,255	\$ 111,917,777
Net Change in Fund Balance	\$ (917,481)	\$ (1,229,985)	\$ (892,575)	\$ (1,258,234)	\$ (1,646,723)	\$ (1,948,816)	\$ (2,268,265)
Cash Basis Ending Fund Balance	\$ 2,731,526	\$ 5,435,699	\$ 4,543,124	\$ 3,284,890	\$ 1,638,167	\$ (310,649)	\$ (2,578,914)
Reserve % of Expenditures	2.90%	5.70%	4.63%	3.24%	1.56%	-0.29%	-2.30%
Fund Balance 25% Target	\$23,543,267	\$23,837,451	\$24,527,959	\$25,348,518	\$26,196,659	\$27,073,314	\$27,979,444

Fully Funded: Unfreeze  
positions and fund capital

County General Fund	2026 Budget	2026 Amended	2027 Budget	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
TOTAL REVENUES	\$ 93,255,586	\$ 94,119,818	\$ 97,219,261	\$ 100,135,838	\$ 103,139,913	\$ 106,344,438	\$ 109,649,512
TOTAL EXPENSES	\$ 94,173,066	\$ 95,349,803	\$ 110,758,335	\$ 114,452,257	\$ 118,269,988	\$ 122,215,696	\$ 126,293,691
Net Change in Fund Balance	\$ (917,481)	\$ (1,229,985)	\$ (13,539,075)	\$ (14,316,419)	\$ (15,130,074)	\$ (15,871,258)	\$ (16,644,180)
Cash Basis Ending Fund Balance	\$ 2,731,526	\$ 5,435,699	\$ (8,103,376)	\$ (22,419,795)	\$ (37,549,869)	\$ (53,421,126)	\$ (70,065,306)
Reserve % of Expenditures	2.90%	5.70%	-7.32%	-19.59%	-31.75%	-43.71%	-55.48%
Fund Balance 25% Target	\$23,543,267	\$23,837,451	\$27,689,584	\$28,613,064	\$29,567,497	\$30,553,924	\$31,573,423

- Revenue assumptions match between models

# CITY GENERAL FUND Long-Range Forecast

Base Model: 4% est.  
AV inc.

City General Fund	2026 Budget	2026 Amended	2027 Budget	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
TOTAL REVENUES	\$ 181,036,853	\$ 183,687,954	\$ 185,196,941	\$ 189,699,849	\$ 194,337,845	\$ 199,812,695	\$ 205,479,699
TOTAL EXPENSES	\$ 182,159,084	\$ 183,720,760	\$ 190,520,339	\$ 198,565,318	\$ 205,305,774	\$ 212,275,866	\$ 219,483,444
Net Change in Fund Balance	\$ (1,122,231)	\$ (32,806)	\$ (5,323,398)	\$ (8,865,469)	\$ (10,967,929)	\$ (12,463,172)	\$ (14,003,745)
Cash Basis Ending Fund Balance	\$ 32,666,899	\$ 40,062,514	\$ 27,343,501	\$ 18,478,032	\$ 7,510,103	\$ (4,953,069)	\$ (18,956,814)
Reserve % of Expenditures	17.93%	21.81%	14.35%	9.31%	3.66%	-2.33%	-8.64%
Fund Balance 25% Target	\$45,539,771	\$45,930,190	\$47,630,085	\$49,641,329	\$51,326,443	\$53,068,967	\$54,870,861

Fully Funded: Unfreeze  
positions and fund capital

City General Fund	2026 Budget	2026 Amended	2027 Budget	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
TOTAL REVENUES	\$ 181,036,853	\$ 183,687,954	\$ 185,196,941	\$ 189,699,849	\$ 194,337,845	\$ 199,812,695	\$ 205,479,699
TOTAL EXPENSES	\$ 182,159,084	\$ 183,720,760	\$ 210,658,931	\$ 219,077,732	\$ 226,205,383	\$ 233,576,518	\$ 241,199,480
Net Change in Fund Balance	\$ (1,122,231)	\$ (32,806)	\$ (25,461,990)	\$ (29,377,883)	\$ (31,867,539)	\$ (33,763,823)	\$ (35,719,781)
Cash Basis Ending Fund Balance	\$ 32,666,899	\$ 40,062,514	\$ 7,204,909	\$ (22,172,975)	\$ (54,040,513)	\$ (87,804,337)	\$ (123,524,118)
Reserve % of Expenditures	17.93%	21.81%	3.42%	-10.12%	-23.89%	-37.59%	-51.21%
Fund Balance 25% Target	\$45,539,771	\$45,930,190	\$52,664,733	\$54,769,433	\$56,551,346	\$58,394,129	\$60,299,870

- Includes SAFER and COPS positions as they roll off grant funding
- Revenue assumptions match between models

# Commission Priorities



**PRIORITY 1**  
**UPHOLD FISCAL SUSTAINABILITY**



**PRIORITY 2**  
**FOSTER ECONOMIC DEVELOPMENT**



**PRIORITY 3**  
**FOCUS ON SERVICE & COMMUNICATION**



**PRIORITY 4**  
**IMPROVE INFRASTRUCTURE**

**Explainer on check marks:**

- Every department received a check for fiscal sustainability and communication because these are organization-wide tenants that every department must attend to
- Departments received a check for economic development and/or improve infrastructure if they scored a 2 or higher on a scale of 0-4 for these strategic goals



# Cash Projects: Parks & Recreation



## 2026 Amended-2027 Requests

- Sunflower Hills Golf Course Clubhouse Planning, \$300K
- Parkwood Pool Replacement, \$2M
- Pierson Community Center HVAC Replacement, \$500K
- Parkwood Community Center Improvement, \$150K
- Neighborhood Park Improvements, \$250K
- Sunflower Hills Golf Course Maintenance, \$50K
- Amounts below are 2027-2031 totals:
- Land Acquisition, \$1.5M \*
- Dock Decking Replacement, \$1.2M \*
- Community Center Improvements, \$2.2M\*
- Park Lighting Improvements, \$1.4M \*
- Annual Shelter Repair/Maintenance, \$900K \*
- James P. Davis Hall Renovations, \$350K \*
- Playground Equipment Replacement, \$1.9M \*
- Park Sidewalk & Trail Improvements, \$1M\*
- Parking Lot Improvements, \$1.6M \*
- Trail Network Development Program, \$400K \*

## 2028-2031 Requests

- Marshall Creek Bridge Replacement, \$1.5M
- Grant Match for Parks & Rec Projects, \$650K
- WyCo Park Water Line Replacement, \$2.4M \*
- New Park in UG District 5, \$3.5M \*
- Beatrice L. Lee Community Center Exterior Bridge, \$500K \*
- Pierson Park Water Line Replacement, \$1.5M \*
- Eisenhower Park Track Replacement, \$3M \*
- Lake Dredging, \$2M \*
- Kaw Point Boat Ramp Renovation, \$220K \*
- KCK Riverfront Park – Amenities, \$1.5M \*

## Unfunded List

If a funding source has not currently been identified, project is marked with a \*



### KEY NOTES:

- Sunflower Hills Golf Course is funded via Enterprise Fund, which is supported through user fees
- Dollars requested for 2027 Projects (Cash & Debt): \$17.1M

# Debt & Other considerations: Parks & Recreation



## Debt Requests

- Sunflower Hills Golf Course Clubhouse Replacement, \$9.5M\*
- WyCo Lake Park Roads, \$1.2M \*

## Unfunded List

If a funding source has not currently been identified, project is marked with a \*

## Failed Assets or Assets Near Failure

- Sunflower Hills Golf Course Clubhouse
- Parkwood Pool
- Marshall Creek Bridge
- Pierson Community Center HVAC system
- Beatrice L. Lee Community Center pedestrian bridge
- County Park waterlines
- WyCo Lake Rock Wall

## Recently Acquired Assets

- Parkwood Community Center (reacquired)
- Riverview Park (reacquired)
- KCK Riverfront Park @ Rock Island Bridge
- Levee trails (anticipated acquisition)



### KEY NOTES:

- Sunflower Hills Golf Course is funded via Enterprise Fund, which is supported through user fees
- The Department continues to seek out alternative funding sources by way of grants [wycokck.org/budget](http://wycokck.org/budget) | 7

# Capital: KCKCPD



## Debt

- KCKCPD West Patrol Station
  - \$16,500,000
    - 2026 - \$1 Million
    - 2027 - \$9.5 Million
    - 2028 - \$6 Million \*
- KCKCPD East Patrol Station
  - \$1 million (2031)

## Cash Projects – 2027

- City General
  - PDHQ Brick Refacement & Marble Replacement - \$300k
  - Police Station Major Facility Improvements - \$100k
  - Computer Aided Dispatch and Record Management System SASS in Cloud - \$185,580
  - Cloud Backup Solution for All Police Department Data - \$400k
  - Cybersecurity - Developing Technologies - \$100k
  - Vehicle and Body-Worn Camera Program - \$150k
- Dedicated Sales Tax
  - Police Department Staffing Study - \$90k
  - PDHQ Window & Door Replacement - \$120k
  - Computer Aided Dispatch and Record Management System SASS in Cloud - \$714,120
  - Vehicle and Body-Worn Camera Program - \$490k

## Cash Projects – 2028-2031

- City General
  - South Patrol HVAC Replacement - \$75k (2029)
  - Police Station Major Facility Improvements - \$400k
  - Computer Aided Dispatch and Record Management System SASS in Cloud - \$1,471,665 \*
  - Cloud Backup Solution for All Police Department Data - \$320k
  - Cybersecurity - Developing Technologies - \$400k
  - Vehicle and Body-Worn Camera Program - \$450k (2029-2030)
  - Police Range Roof - \$25k (2028)
- Dedicated Sales Tax
  - Computer Aided Dispatch and Record Management System SASS in Cloud - \$714,120 (2029-2030) \*
  - Vehicle and Body-Worn Camera Program - \$1,470,000 (2029-2030) \*

## Unfunded List

If a funding source has not currently been identified, project is marked with a \*

### KEY NOTES:

- KCKCPD West Patrol Station Funding is located under Facilities.
- All 2026 Amended Request are Original 2026 Approved Request
- FND110 - City General
- FND212 - Dedicated Sales Tax



**Capital:**  
**KCKFD**



**Cash Projects**

- Fire Station Facility Improvements
  - \$12,500,000
    - 2026 - \$500,000
    - 2027 - \$1 Million
    - 2028 - \$2 Million
    - 2029 - \$2.5 Million
    - 2030 - \$3 Million
    - 2031 - \$3.5 Million

**Debt**

- Fire Station Remodel - \$13.5 Million
  - 2030 - \$6 Million
  - 2031 - \$7.5 Million
- Fire Station Replacement - \$19 Million
  - 2026 - \$1 Million
  - 2028 - \$18 Million \*

**Recently Acquired Assets**

- Fire Station 12
- Fire Station 16
- Ambulances
- Support Vehicles
- Pumpers (LF)

**Highest Need Assets \***

- |                  |                  |                  |                   |                   |
|------------------|------------------|------------------|-------------------|-------------------|
| • Fire Station 1 | • Fire Station 4 | • Fire Station 7 | • Fire Station 10 | • Fire Station 15 |
| • Fire Station 2 | • Fire Station 5 | • Fire Station 8 | • Fire Station 11 | • Fire Station 18 |
| • Fire Station 3 | • Fire Station 6 | • Fire Station 9 | • Fire Station 14 | • Fire Station 20 |

**KEY NOTES: KCKFD Operations are supported by the following funds: FND110 City General Fund, FND212 Dedicated Sales Tax, FND564 Emergency Medical Services Fund**



# Capital: Building & Logistics



## Cash Projects

- Justice Complex Generator/MEP \$600K\*
- Parking meter Upgrades \$350K\*
- Annual Parking Maintenance & Repair \$175K
- Annual ADA Facilities \$200K
- Memorial Hall Improvements \$200K
- City Hall MEP \$140K
- Anex HVAC \$100K
- County Facilities Improvements \$100K
- Annual Hardscaping/Landscaping \$75K
- City Hall Renovation \$90K
- Building Security Upgrades \$50K

## Debt

- Willa Gill \$3M\*
- Court Service building MEP \$850K\*
- Annual Parking Maintenance & Repair \$550K\*
- Annual Elevator Upgrades \$350K\*
- Commissioner Chambers Sound System \$300K\*

## Recently Acquired Assets

- Juvenile Center
- Fire Station #12
- Fire Station #16
- New Environmental Service Building (49<sup>th</sup> & Armstrong Ave.)
- New PD-CSI Building (49<sup>th</sup> & Armstrong)

**Unfunded List** If a funding source has not currently been identified, project is marked with a \*

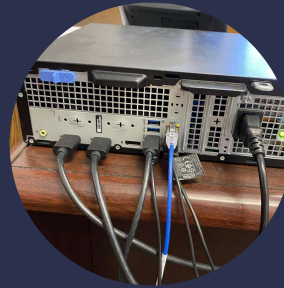
## Recently Failed Assets

- Court Service Building – Plumbing Failure
- Court Services – Chiller & Boiler Failure
- Elevators – Lot A, City Hall, Annex
- Roofs – Memorial Hall, Court Services, Animal Control, Election Office, Emerg. Management Tower Site
- PDHQ – Plumbing
- Parking Lots A, C & 3

## KEY NOTES:



# Capital: Technology



## Capital Requests, 2027-2031

- Infrastructure Migration, \$50K \*
- Fiber Connectivity Program, \$1M \*
- 311 Customer Management System Replacement, \$500K \*
- Tax Management System Replacement & Orion Software, \$2M \*
- Jail Management System (JMS) Software, \$2.5M \*

## Unfunded List

If a funding source has not currently been identified, project is marked with a \*

## Additional Considerations

- Internal Technology Services Fund



**KEY NOTES: Some items are future capital requests, but funding has not yet been identified**

# Capital: Emergency Management



## Capital Requests

- Graduated Siren Replacement - \$450K/year, 2027-2031 \*
- Radio System Backhaul Network - \$4M/year, 2027-2029\*
- Emergency Power Generators - \$120K/year, 2027-2031 \*
- APX Radio Replacement Project - \$900K, 2026-2028 \*

## Unfunded List

If a funding source has not currently been identified, project is marked with a \*

## Recently Acquired Assets

- New tornado siren for Camp Naish
- High-capacity mobile generator
- Expansion of Everbridge for mass notification emergency alerts



**KEY NOTES: All requests are county requests (County General Fund or County Bond & Interest)**

# Public Works



## Funded

- Annual Pavement Preservation Program \$6.6M
- Annual Alley Improvements Program \$400K
- Neigh Curb / Sidewalk Repair \$500K
- Annual Reactive Street Repair \$500K
- Annual Neighborhood Street Repair \$100K
- Loring Pavement Preservation \$650K
- Annual Neighborhood ADA Pedestrian Handicapped Ramps \$100K

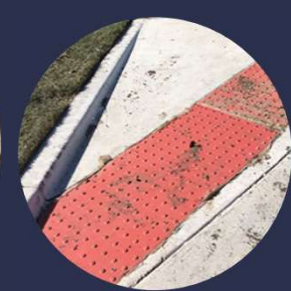
## Unfunded Requests

- Annual Concrete Repair Program \$2M
- Annual Pavement Preservation Program \$32M
- KCK Riverfront Park Infrastructure \$2.4M
- Annual Priority Traffic Signal Replacement \$882K
- Annual Neighborhood ADA Pedestrian Handicapped Ramps \$900K
- Annual Priority Bridge Replacement Program \$14M
- 6<sup>th</sup> Street Urban Trail \$900K
- Annual Reactive Bridge Repair \$1M

**KEY NOTES: Current level of funding for infrastructure is not sufficient to restore closed assets or maintain existing PCI index**



# Public Works



## Wins

- State Ave and Parallel Pkwy Resurfacing Projects
- Sanitary and Stormwater Rate Funds Increases
  - Allows for getting back in compliance with the EPA Consent Decree
- 2 of 3 Bridge on Holiday Drive Replaced
  - 3<sup>rd</sup> planned for late 26/early27
- Central Ave. Bridge Reconstruction KDOT Partnership
- 10<sup>th</sup> and Grandview Roundabout Traffic Improvements
- N. 49<sup>th</sup> Drive Reconstruction
  - Damages from July 2025 Storm
- Storm Line under I-70 Rehab

## Network facts

- Roadway: 2400 lane miles
  - PCI Score – 2018: 56, 2022:48, 2027(est):41
- Bridge Network: 279 Structures,
  - 63% 50+years old and reaching the end of their projected life in the next 10 years
- Ditches: 163 miles of ditches
- Curb and Gutter: 1,200 miles
- Sewer Pipes
  - 689 miles of Sanitary Sewer
  - 320 miles of Stormwater
  - 125 miles of Combined Sewer
- Traffic Control Elements – 44k signs, 1200 miles of striping, 3900 pavement symbols, 244 signalized intersections
- Sanitary and Stormwater Treatment and Pumping
  - 5 Treatment Plants
  - 75 Pumping Stations



# Capital and the Community Survey City Services

## KCKFD

- Fire Station Replacement

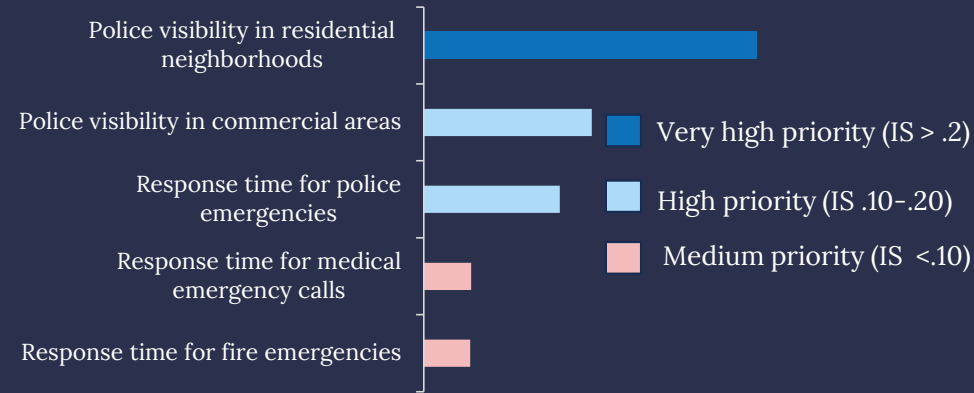
## KCKPD

- East & West Patrol Stations
- Computer aided dispatch and record management system SASS in Cloud
- Police Dept Staffing Study

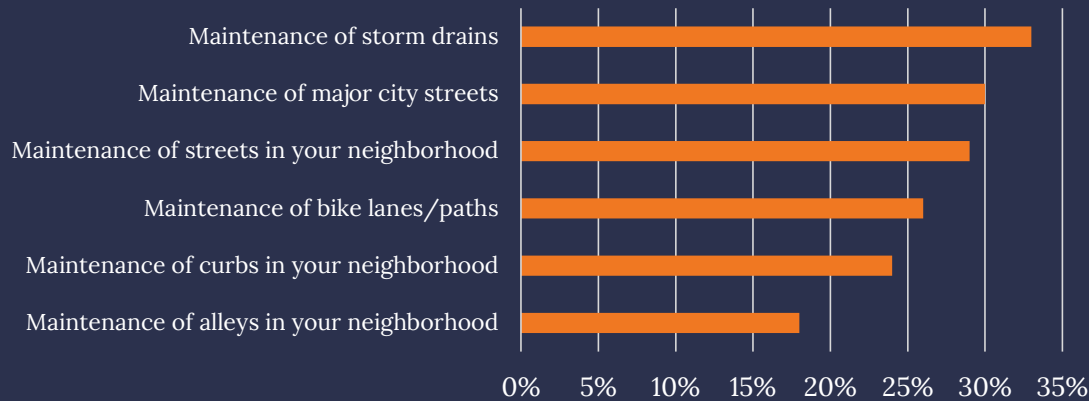
## Public Works

- Annual Pavement Preservation
- Annual Alley Improvements Program
- Neighborhood curb/sidewalk repair
- Annual Reactive Street Repair
- Annual Neighborhood Street Repair
- Annual concrete repair

## Public Safety Infrastructure: Importance-Satisfaction Ratings



## Satisfaction with Streets & Infrastructure – Percent Satisfied



## Importance-Satisfaction Rating of City Services

- Maintenance of City Streets: Highest I-S rating for City Services – Very High Priority
- Stormwater management: High Priority
- Sewer & Wastewater management: Medium Priority

# Capital and the Community Survey

## County Services

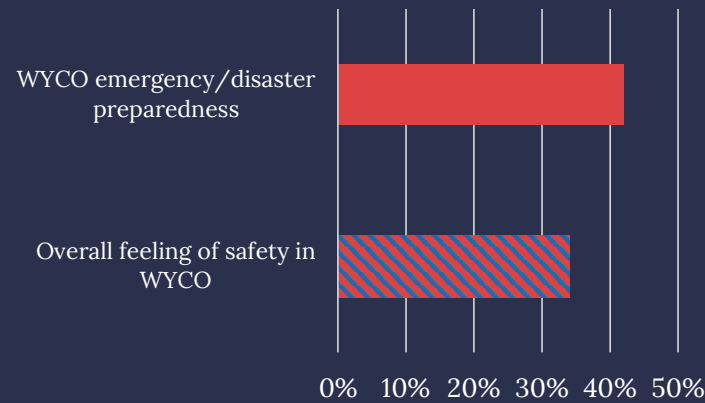
### Sheriff

- County priorities – public safety

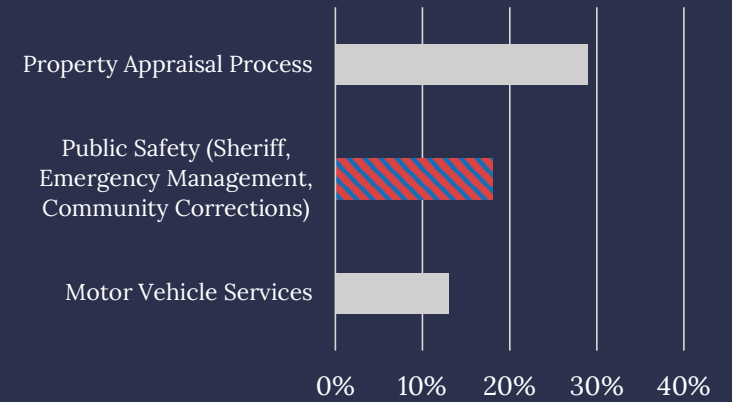
### Emergency Management

- Graduated siren replacement
- Radio system backhaul network
- Emergency power generators
- APX radio replacement project

### County Image – Percent Satisfied



### County Service Priorities – Top Choice



# Capital and the Community Survey Shared Services

## Parks & Rec

- Aquatic facility improvements
- Sunflower Hills Golf Course Clubhouse
- Pierson Community Center HVAC
- Neighborhood park improvements
- Park lighting improvements
- Annual shelter repair/maintenance
- Community Center improvements
- Playground equipment replacement
- Parking lot improvements
- Dock decking replacement
- Trail network development program
- Park sidewalk & trail improvements
- KCK riverfront park
- Water line replacements
- Lake dredging
- Eisenhower Park track replacement
- New park in UG District 5
- Beatrice L. Lee Bridge
- Kaw Point boat ramp
- WYCO Lake roads
- Marshall Creek Bridge

## Technology

- Tax Management System Replacement & Orion Software

## Parks & Rec Infrastructure: Importance-Satisfaction Ratings



## County Service Priorities – Top Choice





# PARKS & RECREATION

Parks and Recreation  
5033 State Ave  
Kansas City, KS 66102

O. 913-573-8327  
F. 913-573-8328  
E. parksinfo@wycokck.org

**TO:** UG Board of Commissioners & Mayor/CEO Watson  
**FROM:** Angel Ferrara, Director of Parks and Recreation  
**DATE:** 30 June 2026  
**RE:** Parks & Recreation Department CIP Requests – 2026 Amended through 2031

## Cash-funded Project Requests:

- **Sunflower Hills Golf Course Planning \$300K** (via Fund 565 – Enterprise Fund): Funds will support design and bid drawings for a replacement clubhouse at Sunflower Hills. Current facility at end of life; replacing the nearly 50-year old facility will enhance a key public asset and position the course to support continued economic development in western Wyandotte County.
- **Parkwood Pool Replacement \$4.5M:** The existing Parkwood Pool has reached the end of its useful life and should be replaced within its current footprint. Approximately \$350,000 is currently available and additional grant funding will be pursued. Without replacement, a catastrophic failure could result in the loss of aquatics operations at Parkwood.
- **Pierson Community Center HVAC Replacement \$500K:** Funding will support replacement of the boiler/chiller HVAC system at Pierson Community Center. In 2025, Pierson hosted 109 banquet hall reservations (one-third of all Department banquet hall bookings), making it a key revenue-generating public facility that supports community events, gatherings, and public use.
- **Neighborhood Park Improvements \$250K:** Annual funding supports capital improvements in neighborhood parks, including sport court renovations, shelter repairs, playground repairs, and other priority park improvement projects that enhance safety and the visitor experience.
- **Sunflower Hills Golf Course Maintenance \$50K** (via Fund 565 – Enterprise Fund): Annual funding supports course improvements and infrastructure needed to maintain safe reliable operations and preserve this valued public asset.
- **Grant Match for Parks & Recreation Projects \$1.5M:** Annual funding provides local matching funds to leverage grants and fill funding gaps for approved capital improvement projects.
- **Marshall Creek Bridge Replacement \$1.5M:** The Marshall Creek Bridge has reached end-of-life status and requires replacement. Failure of the bridge would result in one-way traffic circulation around the lake with no available detour, impacting access and safety. A grant request has been submitted to MARC for funding support.
- **Parkwood Community Center Improvement \$350K:** Funding will support interior improvements at Parkwood Community Center to restore its function as an active community space. Planned upgrades include flooring, paint, ceiling repairs, lighting, fixtures, and other general interior renovations.
- **Land Acquisition \$1.5M:** Funding will support land acquisition/site development for a future park in western Wyandotte County, expanding public green space and recreational access in a growing area.



## PARKS & RECREATION

Parks and Recreation  
5033 State Ave  
Kansas City, KS 66102

O. 913-573-8327  
F. 913-573-8328  
E. parksinfo@wycokck.org

- **Wyandotte County Park Water Line Replacement \$2.4M:** Funding will support replacement and upgrades to aging waterline infrastructure (40+ years old) in county parks. The two remaining parks lack isolation valves, requiring full system shutdowns during breaks and impacting reservations, park facilities and operations.
- **New Park in UG District 5; \$3.5M:** Once parkland is secured, funding will support planning and initial construction of a new park in western Wyandotte County.
- **Dock Decking Replacement \$1.2M (over 5 years):** Wyandotte County Lake includes 12 docks (211 slips), with replacement planned over a five-year period. The project will replace aging wooden docks with concrete decking to provide a longer-lasting, lower-maintenance public investment.
- **Community Center Improvements \$2.2M (over 5 years):** Annual program supports ongoing maintenance and improvements to community centers, including gym floor repairs, lighting, and code/space upgrades needed for licensed programming.
- **Beatrice L. Lee Community Center Exterior Bridge:** The pedestrian bridge requires full replacement, as prior repairs have addressed only cosmetic and basic maintenance needs. The Department is developing a more refined budget and evaluating replacement options.
- **Park Lighting Improvements \$1.4M (over 5 years):** Annual funding supports replacement and upgrades of aging lighting infrastructure across 54 parks. Much of the system is original and deteriorating; for example, Pierson Park alone includes approximately 35 light poles and fixtures in need of ongoing replacement and repair.
- **Annual Shelter Repair/Maintenance \$900K (over 5 years):** Annual funding supports maintenance and repairs of 47 rentable shelters across the park system. In 2025, there were 1,673 shelter reservations, making these facilities a key source of revenue and public use that supports community gatherings and the public good.
- **Eisenhower Track Replacement \$3M:** Funding will support replacement of the Eisenhower track, which has aged and no longer fully meets current standards. The shared-use facility with the school district serves the same resident population and would benefit from upgrades to improve usability and overall conditions.
- **Davis Hall Renovations \$350K:** Funding will support installation of a fire suppression system in Davis Hall banquet facility. This upgrade enhances life safety, protects a high-use public assembly space, and strengthens compliance and long-term facility viability.
- **Pierson Park Water Line Replacement \$1.5M:** Funding will support replacement and upgrades to aging waterline infrastructure across county parks. Many lines are over 40 years old and lack isolation valves, meaning breaks require full system shutdowns that disrupt park facilities and operation.
- **Lake Dredging \$2M (over 4 years):** Funding will support a four-year phased dredging program at Wyandotte County Lake to address sediment buildup, improve water quality, and maintain lake depth for recreation, habitat, and long-term lake health.
- **Playground Equipment Replacement \$1.9M (over 5 years):** Annual funding supports replacement of aging playground equipment across 80+ play spaces in the park system to improve safety, accessibility, and play value for users.
- **Park Sidewalk & Trail Improvements \$1M (over 5 years):** Annual funding supports repair and replacement of sidewalks and trails across the park system to improve safety, accessibility, and connectivity for users.



## PARKS & RECREATION

Parks and Recreation  
5033 State Ave  
Kansas City, KS 66102

O. 913-573-8327  
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- **Parking Lot Improvements \$1.6M (over 5 years):** Annual funding supports repair and replacement of approximately 125 parking lots across the park system to improve safety, access, and overall facility condition.
- **Trail Network Development Program \$400K (over 4 years):** Annual funding supports expansion and connection of the park trail network to improve access, mobility, and recreational opportunities across the system.
- **Kaw Point Boat Ramp Renovation \$220K:** Funding will support repair of the western access area of the boat ramp to improve safety, usability, and long-term functionality.
- **KCK Riverfront Park Development – Amenities \$1.5M:** Funding will support the continued build-out of Riverfront Park, including improvements and new amenities to enhance access, usability, and overall public use.

### Debt-funded Project Requests:

- **Sunflower Hills Golf Course Clubhouse Replacement \$9.5M** (via Fund 565 – Enterprise Fund): Funding will support construction of a replacement clubhouse at Sunflower Hills Golf Course. The current facility is at end of life; replacing the nearly 50-year-old structure will modernize a key public asset, improve the visitor experience, and support community recreation, public access, and continued economic development in western Wyandotte County.
- **Wyandotte County Park Lake Roads Improvement \$1.2M:** Funding will support improvements to roadways (9 miles) within Wyandotte County Park and Lake to enhance safety, access, and long-term durability for public use and park operations.



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**TO:** UG Board of Commissioners & Mayor/CEO Watson

**FROM:** Angel Ferrara, Director of Parks, and Recreation

**DATE:** 30 June 2026

**RE:** Sunflower Hills Golf Course: Community Use & Public Impact Overview

**ATTACHMENTS:** N/A

## Community Use & Programming

Sunflower Hills serves as a major public recreational asset with broad community and regional use across youth, senior, educational, and charitable programming.

High school golf programs utilizing the course include Bonner Springs, Piper, Turner, Tonganoxie, Mill Valley, St. James, Shawnee Mission Northwest, and Olathe North (boys), as well as Bonner Springs, Piper, Basehor, Tonganoxie, Mill Valley, and St. James (girls). The facility hosts three varsity tournaments and one junior varsity tournament annually.

Additional users include Tonganoxie Parks and Recreation, Boy Scouts of America, and the Tom Watson Links mentoring program.

The course also supports two senior leagues, the Classic Senior League and the Northland Senior Golf Association, which each draw approximately 120 participants annually.

## Charitable & Community Events

Sunflower Hills hosts a wide range of charitable and community fundraising events benefiting organizations such as Make-A-Wish Foundation, Children's Mercy Hospital, Catholic Youth Organization programs, Kansas City-area scholarship funds, first responder support organizations, cancer research initiatives, and other regional nonprofits.

The course also supports cultural and ethnic organizations and events, including Croatian, Polish, Irish, and Italian-American golf associations, as well as regional golf associations and competitive tours.



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### **Operational Use & Demand**

- 250+ leagues and lessons hosted at the junior course in 2025
- 44,700 rounds of golf played in 2025
- 20+ local charity tournaments hosted annually
- 36% (18,237 visitors) of 2024 visitation from Wyandotte County residents
- 64% (32,782 visitors) of 2024 visitation originating outside the county

These figures demonstrate strong regional draw and consistent public demand.

### **Need for Investment/ Community Impact**

Investment in Sunflower Hills is an investment in a high-performing public asset that directly supports recreation access, youth development, senior programming, and charitable fundraising throughout the region. The facility serves as both a community gathering space and an economic driver, attracting significant non-resident visitation that contributes to tourism activity in western Wyandotte County.

A replacement/upgrade of core facilities will ensure the course can continue to meet growing demand, maintain safety and functionality, and preserve its role as a premier public golf and community venue. Without reinvestment, the ability to sustain this level of programming, economic activity, and community benefit will be diminished over time.

# Buildings & Logistics

## Budget Presentation Summary

Attempting to bring clarity and justification to requests supporting structures which commonly meet or exceed 30 – 50 years of service to our community, the B&L Presentation shared the following thoughts and information:

➤ (5) Recently Acquired Assets including square footage and current years of service:

- New Juvenile Center 61,000 sq. ft. Facility
  - Entering its' 6<sup>th</sup> Year of Service
  
- New Fire Station No. 12 10,300 sq. ft. Facility
  - Just completed its' 6<sup>th</sup> Year of Service
  
- New Fire Station No. 16 15,200 sq. ft. Facility
  - Entering its' 3<sup>rd</sup> Year of Service
  
- New Environmental Services Facility 62,000 sq. ft. Facility
  - Completing its' 2<sup>nd</sup> Full Year of Service
  
- New PD/CSI Facility 13,000 sq. ft. Facility
  - Completing its' 2<sup>nd</sup> Full Year of Service

New Total Facility Sq. Ft. (not including Impervious and Greenery Areas) 161,500 sq. ft. Facility Floor Space Area

Each facility is comprised of numerous complex elements. These essentials combine to provide a functioning environment capable of providing pleasant customer experiences while additionally meeting traditional Life, Health & Safety Standards for all occupants. Maintaining a high level of reliability & integrity with these structures, is often a challenging and costly venture.

The speed at which facility aging occurs surprises even those that deal with these structures on a daily basis.

### Highlighted Longstanding UG Structures:

<b>Building</b>	<b>Year Built</b>	<b>Years of Service</b>
City Hall	1972	54
Court House	1927	99
Justice Complex	1990	36
Court Services Bldg.	1958	68
PDHQ	1937	89
Memorial Hall	1925	101
Election Office/Warehouse	1991	35
West Annex	1972	54

# Current Budget Requests – Cash

- **Justice Complex Generator/MEP**\_\_\_\_\_ **\$600k**
  - To address Mechanical Electrical & Plumbing (MEP) and other Issues related to Operational Needs as well as Life, Health & Safety Standards.
  
- **Parking Meter Upgrades**\_\_\_\_\_ **\$350k**
  - Address antiquated Parking Meter Collection System
  
- **Annual Parking Maintenance & Repair**\_\_\_\_\_ **\$175k**
  - Assessments have identified critical Surface and Structural Components requiring treatment to ensure continued functionality of UG Parking Lots.
  
- **Annual ADA Facilities**\_\_\_\_\_ **\$200k**
  - Address ADA needs for the Unified Government.
  
- **Memorial Hall Improvements**\_\_\_\_\_ **\$200k**
  - Performance Curtain and other continuing Improvements at Memorial Hall.
  
- **City Hall MEP**\_\_\_\_\_ **\$140k**
  - Address various MEP (Mechanical-Electrical-Plumbing) Issues at this location.
  
- **Annex HVAC**\_\_\_\_\_ **\$100k**
  - DDC (Direct Digital Control) and other HVAC Upgrades
  
- **County Facilities Improvements**\_\_\_\_\_ **\$100k**
  - Address various needs with County Facilities.
  
- **Annual Hardscaping/Landscaping**\_\_\_\_\_ **\$ 75k**
  - Maintain the addressing of Facility Site Degradation such as Sidewalks and other Impervious Surface and Greenery needs.
  
- **City Hall Renovation**\_\_\_\_\_ **\$ 90k**
  - To address needed Upgrades & Improvements as well as various Department Requests.
  
- **Building Security Upgrades**\_\_\_\_\_ **\$ 50k**
  - Address Security Infrastructure and Equipment Needs and Deficiencies.

# Current Budget Requests – Debt

- **Willa Gill** \_\_\_\_\_ **\$3.0M**
  - To support Facility Renovation capable of providing Partial or Total Life Services to the Needy.
  
- **Court Services Building** \_\_\_\_\_ **\$850k**
  - Address various building needs and assorted MEP Equipment deficiencies.
  
- **Annual Parking Maintenance & Repair** \_\_\_\_\_ **\$550k**
  - Address long-experienced Parking Surface and Structure Erosion & Degradation.
  
- **Annual Elevator Upgrades** \_\_\_\_\_ **\$350k**
  - To maintain and ensure reliable Elevator Hoisting as well as Cab Interiors & Mechanisms.
  
- **Commission Chambers Sound System** \_\_\_\_\_ **\$300k**
  - Renovate and upgrade the aging Sound System in both the Commission Chambers and 5<sup>th</sup> Floor Conference Room.



**Karl Oakman**  
Chief of Police

# POLICE DEPARTMENT

OFFICE OF THE CHIEF OF POLICE



**Major Shane Turner**  
Assistant Chief

## \*MEMORANDUM\*

**TO: Reginald Lindsay**  
**Director of Budget, Strategy & Research**

**FROM: Chief Oakman**

**DATE: June 29, 2026**

**SUBJECT: Capital Improvement Plan Budget Workshop Follow-up – KCKPD Projects**

As requested by Commission, please find a summary of the CIP Projects submitted and presented by the Police Department.

### **Computer Aided Dispatch and Record Management System SASS in Cloud**

Overall Budget Request = \$4,500,000 (\$900k each year beginning in 2027)

New World Enterprise Records is our current Computer Aided Dispatch (CAD) and Records Management System (RMS). Whether with New World or a different vendor, we need to prepare to move our records management service from an on-premises based storage model to a cloud based, service as software model. NWS on cloud with Enterprise is an updated system containing needed modules that provide the tools and repository for agencies to capture, process, analyze, and act on collected data. Enterprise Records provides robust tools to access data on cases, incidents, persons, buildings and businesses, vehicles, property, citations, crash reports, and share mission-critical data between applications with fully integrated workflows. Storage of data in a KCJIS secure cloud environment will probably function more efficiently with NWS Enterprise since the solution was designed to work in a cloud environment.

Cloud based systems, including cloud storage, have become the industry standard for storage and security. This software is the next version of Records Management software that will allow our agency to customize how we report the different types of data that we encounter. Procuring this software upgrade will provide the ability to improve and evolve in how we do business. This model will free up computer processing and memory resources, and will also reduce the amount of local storage that we need to maintain. This will help with protecting and preserving all data, improve workflow, and reduce outages, allowing more resources and effort to better serve the community.

### **Cloud Backup Solution for All Police Department Data**

Overall Budget Request = \$720,000 (\$400k in 2027; \$80k each year beginning in 2028)

The department currently stores all of its data on-premises. Our storage system is redundant and has been tested against cyber-attack and other failure. Without going into current storage security and backup detail, we are still unnecessarily vulnerable to attack or disaster due to the local manner in which data is stored. This request is for the one-time and maintenance costs of creating a cloud-based backup system of all police department data through a system like Rubrik.

The police department is responsible for storing a large volume of data. Cloud storage has become the industry standard for storage and security. In the event of a local event that destroyed the department's data, this request would ensure that a secure, uncorrupted copy is available. The department needs to take this step to insure security and resiliency against attack and other foreseeable disasters. This solution would reduce the volume of on-premise data storage, if implemented. It



would likely take a few years to completely move to the cloud, but eventually, this solution would drastically reduce our SAN CMIP.

### **Cybersecurity - Developing Technologies**

Overall Budget Request = \$500,000 (\$100k each year beginning in 2027)

This is a request to fund anticipated costs related to improvements to cybersecurity, with potential application through services, software, and hardware as needed. The department has been a regular target of cyber-attack attempts, which is the current nature of the tech environment. While there are predictions, specific needs in the cyber-threat landscape on an annual basis are not always known. There are security services, appliances, etc. that we do not currently use that may become necessary based on a change in the cyber threat environment. There are also new cyber threat defense and mitigation technologies at the edge or currently "over-the-horizon" that are needed to harden our cyber defenses. Similar to building security contingency funds, this funding would enable us to engage security upgrades that arise with little or no notice. Know that there are going to be unforeseen expenses related to cyber security and this budget would allow to work expeditiously when new solutions are needed or realized.

In response to the constant evolution of cyber threats, the cybersecurity industry is constantly evolving. We continue to approach network security over a multi-year period, however, due to the nature of the problem, the next security technology often emerges with very little notice, offering the choice of trying to manage an unplanned expense or leaving an attack vulnerability exposed. We know that threat actors continue to attempt attacks on our systems, and it is foreseeable that these attacks will continue. Examples of emergency technologies with a cybersecurity dimension include elevated account management; identity management; high powered URL scanners and filters, etc. This request would cover startups and related work as needed, in order to bridge into an operating budget proposal.

### **KCKPD East Patrol Station**

Overall Budget Request = \$1,000,000 in 2031 (additional funding will be added to this request in future CIP schedules)

This station will be built in the northeast region of Kansas City, Kansas and will house officers currently assigned to the East Patrol Division. Funds requested in 2031 will be used for land acquisition and inspection, if necessary, as well as design. The new facility will include, but will not be limited to, offices, meeting space, restrooms, and storage.

The construction of a new police facility in the northeast sector of Kansas City, Kansas is a data-driven and operationally necessary investment. The current analysis of calls for service demonstrates that this area consistently experiences a significantly higher volume of demand compared to the district where the existing station is located. The geographic imbalance requires officers to routinely travel greater distances to respond to calls resulting in increased response times, reduced proactive policing capacity, and diminished overall service efficiency.

Our Community Policing Unit (COPPS), currently located in an office space next door to the Neighborhood Resource Center (NRC), will be moved to the former east patrol station location. The current office space being utilized by COPPS is limited in size and storage capacity and is in constant need of repair. The current space often experiences flooding. Because we do not own the building, we are not able to make any major updates, renovations, or repairs.

### **KCKPD West Patrol Station**

Overall Budget Request = \$16,500,000

Design, engineering, construction, repair, and improvements to a new Patrol Station that will house the West Patrol Division of the Kansas City, Kansas Police Department at a site near N. 103<sup>rd</sup> Terrace and Georgia Ave. The facility will include, but not be limited to, offices, meeting space, restrooms, storage and garage space, as well as grounds for storage of additional equipment and a large garage to store tactical vehicles, including any appurtenances related thereto. We plan to house both our Traffic Support Unit as well as our Special Operations Unit at this new location – essentially combining three facilities into one. Requested budget includes funding for land acquisition/inspection, architectural/engineering, and construction costs. Construction costs have significantly increased since the original submission, which have resulted in an increased overall cost for this project.

Currently, West Patrol Station occupies a very small building that we share with the KCKFD. The building is old, the pipes are old, and there have been at least two (2) floods in the building as a result. The parking space is limited, requiring officers to park their personal vehicles on a side street that is not readily visible from the station. As the department continues to grow and expand with additional resources and personnel, we must occupy more space. Furthermore, our current patrol stations do not have garage spaces, so it is imperative that we build a station that contains this vital space.

We have spent quite a bit of money in recent years repairing and renovating our current West Patrol Station. A new building would not require this kind of maintenance/repair work and would be a safer and more reliable space for officers to work. Further, we no longer will have the rental expense for our Traffic Support Unit, and we should be able to sell the space



currently occupied by the Special Operations Unit. Garage space for both units and their extensive equipment inventory will be available at this new site for better maintenance and safekeeping of these expensive items.

### **PDHQ Brick Refacement & Marble Replacement**

Overall Budget Request = \$300,000 in 2027

Funds are being requested for exterior brick repair at PDHQ. Funds will also be used to replace the marble on the exterior of the building and floor tile in the PDHQ first floor. Funds were originally requested for this project in 2024, but due to overseen additional expenses required to complete the PDHQ Chiller projects, these funds were reallocated. This request is to include additional dollars back into our budget to complete this project.

Exterior brick and marble walls are deteriorating due to age and outdoor elements; brick repair/marble replacement is necessary to reduce/eliminate interior water damage at Police Headquarters.

Replacing deteriorating bricks and marble should reduce/eliminate significant repair work that could potentially need to be done due to water damage.

### **PDHQ Window & Door Replacement**

Overall Budget Request = \$240,000 (\$120k/year in 2026 and 2027)

Replace all of the windows and doors at Police Headquarters in three phases, beginning in 2025. Funds were originally scheduled in our 2024 budget but were reallocated to complete the PDHQ Chiller project. Additional funds have been added in for 2027 to complete this project.

Current windows are old, cracked, and even shattered. As such, many leak air and water and are causing damage to our building. Additionally, damaged windows are not efficient for heating/cooling purposes. New windows should have a direct impact on utility usage

### **Police Department Staffing Study**

Overall Budget Request = \$90,000 in 2027

The project will employ a meticulous data-driven approach, leveraging industry best practices and proven methodologies to provide a tailored staffing model for the KCKPD. By collaborating with stakeholders, analyzing computer-aided dispatch (CAD) data, and evaluating call volumes, NPI aims to offer a comprehensive view of operational demands and deployment strategies. Through this evidence-based analysis, the project seeks to optimize resource utilization and address potential shift changes, positioning the agency for improved service delivery and cost optimization.

Anticipated outcomes of the project include a refined rank structure, optimized staffing model, and pay considerations. By preparing the agency for current and future staffing challenges, this initiative will empower the KCKPD to navigate complexities effectively. Ultimately, the project will not only enhance operational efficiency but also position the KCKPD as a model for modern, community-centered policing, showcasing leadership and innovation in addressing law enforcement challenges proactively. Ultimately, the project will enable the KCKPD to achieve organizational agility and enhanced service quality, ensuring long-term operational effectiveness and responsiveness to evolving community needs.

In response to the evolving operational landscape and workforce wellness survey that indicated a desire to change shift length and rotations in patrol and investigations, the Kansas City, Kansas, Police Department (KCKPD) seeks a comprehensive Staffing Study. With a population of 156,000, and 10 million visitors per year, spread across 125 square miles and 329,000 calls for service in 2024, the agency faces challenges in staffing optimization and resource allocation. The recruitment and retention challenges, coupled with the potential re-location of the Chiefs stadium to the city in 2031 necessitates a data-driven evaluation to determine optimal staffing levels and enhance operational efficiency.

By optimizing shift length and rotations in patrol and investigations, the police department expects to see reduced overtime expenses, improved staffing efficiency, less wear and tear on patrol vehicles (as a result of fewer shift turnovers), and increased retention of officers.

### **Police Station Major Facility Improvements**

Overall Budget Request = \$500,000 (\$100k/year beginning in 2027)

For major facility improvements and repairs of police stations due to the age of the structures. This funding is used for maintenance/building improvements for all ten (10) police facilities. The current plan for this funding source includes the following projects:

Additional building outfitting projects for the new West Patrol Station, Property room lockers for evidence storage that are accessible from both sides (Approximately \$30K), Midtown report desk furniture (\$25K), additional lighting to the property



room area on the 3rd Floor of HQ (\$12K), COPPS cubicles, updated alarm systems, keyless entries and door security to function/operate on the same system.

To accommodate for both scheduled and unforeseen costs associated with the upkeep of all police facilities to maintain proper and efficient functionality and to increase safety and security.

### **South Patrol HVAC Replacement**

Overall Budget Request = \$75,000 in 2029

This project will replace the existing unit and replace with a new, more efficient system. The VRF Heat System with supplemental heat strips will be replaced and upgraded. In 2029, the system will be approximately 12 years old.

The current VRF heat system is heat pump only, with heat strips in 3 of the 5 main units. The supplemental strips assist with adding additional heat to the building. The heat pump alone does not sufficiently supply enough heat when the temperature is below freezing. Proper repairs and necessary maintenance should lengthen the lifespan of the HVAC system. The plan is to confer with Building/Logistics/Facilities to determine the maintenance and upgrades needed at South Patrol Station.

### **Vehicle and Body-Worn Camera Program**

Overall Budget Request = \$3,200,000 (\$640k/year through 2030)

Purchase and installation of a dedicated fiber network equipment/services that will sustain fiber connectivity at Police stations and facilitate the connectivity needed to support video data transmission from the body-worn cameras as well as vehicle cameras. Items include in-car and body-worn camera equipment, infrastructure, services, etc. Additionally, funding will be used to pay annual maintenance that covers software and hardware licensing, firmware updates, technical support and equipment replacement in the event of failure. Funding will also be used to expand the camera system into our interview rooms. Our final payment for our Motorola WatchGuard equipment will be due in 2025. Prior to that, we will be evaluating available options and may initiate an RFP for a new BWC solution. Following our research, we anticipate cost increases during our next contract period, beginning in 2026, whether we continue with Motorola/Watchguard or pursue services with a different vendor. There have been substantial changes in how vendors manage data storage and the camera systems have evolved in quality and capabilities compared to when we started using these devices a few years ago.

Future funding will be used primarily for the annual device license and support fees for our in-car and body-worn camera equipment, as well as network infrastructure equipment, data storage equipment and services, etc. In-car and body-worn cameras have been proven to be an effective tool for improving police accountability, enhancing officer safety, and providing valuable evidence in investigations. Upgrading and expanding network infrastructure and data storage equipment will ensure that these cameras can transmit and store data securely and efficiently. Furthermore, the integration of new software and services will allow for better data management, analysis, and sharing across multiple agencies. We can improve our ability to serve and protect the community while maintaining transparency and accountability.






KANSAS CITY, KANSAS FIRE DEPARTMENT  
FIRE ADMINISTRATION  
Fire Headquarters Building  
Memorandum



TO: Mayor Christal Watson and UG Commission Members

FROM: Dennis Rubin 

SUBJECT: Requested Information from Commission Meeting 06/24/2026

DATE: June 25, 2026

CC: Casey Meyer, Interim Assistant County Administrator  
Reginald Lindsey, Budget Director

Thank you for the opportunity to appear before the Commission to discuss the 2027 (and beyond) Capital Improvement Program for the Kansas City Kansas Fire Department. Along with this memo is your personal copy of the *2025 Kansas City Kansas Fire Department Master Plan*. This document was the collaborative work of both IAFF Local 64 and Fire Administration. However, on March 25, 2023, a few days before the presentation was scheduled to be made to the County Commission, Local 64 President Simma directed me to remove the IAFF Logo from the joint document and stated that Local 64 would be making a "separate" presentation at a later date. What this means is that the Mayor and Commissioners received a truncated version (one- and one-half pages) of the Master Plan. These few pages left out most of the necessary information to make long-term strategic plans. The Comprehensive Master Plan has six sections that provide a strategic view of the status of the Department and the future projected needs that are facing the Department.

The information shared at last night Commission meeting can be summarized as follows:

1. **Cash Projects**

- a. Fire Station facilities are failing (please see Master Plan Section 3). The Fire Department's 2026 appropriation was \$500,000 for both planned and unplanned needed repairs. Please see Attachment 1 for the associated costs to upgrade three fire stations (Station 3 – Armourdale; Station 7 – Argentine; and Station 9 – Central Avenue). This document was prepared and submitted for a Congressional earmark and describes the need of just three fire stations to bring living conditions up to standards, until station replacement funding can be identified. Each of these fire stations are identified in the Master Plan.
- b. The budget request in following years, starting in 2027, increases by \$500,000 per year. This budget estimate is based on the condition, aging, and lack of maintenance for 16 of our 18 fire stations. The design of this slight annual budget escalation will hopefully extend the useful life to fire station replacements schedule.

2. **Debt (Borrowed Money through the sales of Bonds)**

- a. Fire Station 18 (Welborn) was built in 1978 and is a possible candidate for a complete renovation rather than replacement. A renovation will save approximately 60% versus new construction. \$6,000,000 is the projected cost in 2030 for this project.

- b. Fire Station 15 (Fairfax) was built in 1987 and is a possible candidate for a complete renovation rather than replacement. A renovation will save approximately 60% versus new construction. \$7,500,000 is the projected cost in 2031 for this project.

### **3. Recently Acquired Assets**

- a. Fire Station 12 (East Piper) was built in 2019 and has served this community well for six years. The facility was designed undersized and is full without the ability to expand for future changes (e.g., fire apparatus has a 200+ year track record on becoming larger.) If this station is properly maintained, it will effectively protect our community for the next fifty years.
- b. Fire Station 16 (Turner) was built in 2023 and has served this community well for nearly three years. This facility was designed properly to be flexible and expand for future changes. If this station is properly maintained, it will effectively protect our community for the next fifty years.

### **4. Highest Need Assets (in numerical order)**

- a. Fire Station 1 (Strawberry Hill) built in 1930 – Recommended for renovation
- b. Fire Station 2 (Midtown) built in 1979 – Recommended for renovation
- c. Fire Station 3 (Armourdale) built in 1951 – Recommended for decommission
  - IAFF Local 64 opposed
- d. Fire Station 4 (Bethel) built in 1957 – Recommended for replacement
- e. Fire Station 5 (Quindaro) built in 1955 – Recommended for decommission
  - IAFF Local 64 opposed
- f. Fire Station 6 (Village West) built in 2001 - Recommended for renovation
- g. Fire Station 7 (Argentine) built in 1951 - Recommended for replacement
- h. Fire Station 8 (West Piper) built in 1979 - Recommended for replacement
- i. Fire Station 9 (Central Avenue) built in 1967 - Recommended for renovation
- j. Fire Station 10 (Rosedale) - Recommended for renovation
- k. Fire Station 11 (Kensington Park) built in 1924 - Recommended for replacement
- l. Fire Station 12 (East Piper) built in 2019 – Good condition
- m. Fire Station 14 (Klamm Park) built in 1956 - Recommended for replacement
- n. Fire Station 15 (Fairfax) built in 1987 - Recommended for renovation
- o. Fire Station 16 (Turner) built in 2023 – Good condition
- p. Fire Station 18 (Welborn) built in 1978 - Recommended for renovation
- q. Fire Station 19 (Victory Hills) built in 1972 – Planned consolidation with Fire Station 20
- r. Fire Station 20 (Muncie) built in 1967 – Planned consolidation with Fire Station 19

Thank you for the opportunity to present this information.

Attachment (1) Congressional Earmark

# **Attachment 1**

**Kansas City Kansas Fire Department**

Wyandotte County, Kansas

# **Congressional Earmark Request**

**Fire Station Modernization and Public Safety Equipment**

**Total Federal Funding Request**  
**\$8,690,000**

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**Projects Included in This Request**

- Fire Station Renovations – Stations 3, 7, and 9 Page 3
- Advanced Life Support Ambulance Page 6
- Fire Engine (Pumper Apparatus) Page 7
- Fire Fighter Hazard Zone Accountability System Page 8
- Emergency Vehicle Driving Simulator Page 9
- Apparatus-Mounted Attenuator Page 10

# **Kansas City Kansas Fire Department Earmark Request**

**Total Federal Earmark Request: \$8,690,000**

## **Fire Station Modernization and Equipment Request**

### **Introduction**

The Kansas City Kansas Fire Department (KCKFD) operates 18 fire stations across approximately 128 square miles, providing fire, emergency medical services, rescue, and specialty response services. We protect more than 156,000 residents, along with tens of thousands of daily commuters, workers, and visitors. Wyandotte County serves as a regional hub for transportation and industry, with more than 1,300 miles of major roadways carrying over 400,000 vehicles through our city daily. We have one of America's largest rail hubs within our borders, and buried underneath our soil are miles of petroleum and natural gas pipelines supplying the entire region with vital resources. Our Fire Department has been designed to be an all hazards department capable of handling nearly every type of incident. This responsibility is great and challenging, requiring ample resources, such as equipment and personnel to meet the demands, but we are not unique. Many departments like us are continuously facing many of the same challenges and urban departments need to evolve to meet this responsibility.

KCKFD operates 24 hours a day, 7 days a week from 18 fire station locations, that serve as both emergency response centers and living quarters for on duty personnel. Three active Fire Stations with two constructed in 1951 and one in 1967 are in deplorable condition. Renovations are mission critical to maintain safe and healthy working conditions, ensure compliance with current statutory facility requirements, and preserve long-term operational readiness and environmental efficiency.

KCKFD respectfully requests that the 199<sup>th</sup> Congress earmark \$8.69 million in Community Project Funding to modernize our Department.

## **Project Scope**

Requested renovations will address essential failing building systems and deteriorating operational spaces necessary for continuous emergency response, energy efficiency, and long-term facility sustainability. The needed building repairs include but are not limited to:

- Restroom and shower facility modernization – mandated by KS Senate Bill 244
- Heating, ventilation, and air conditioning system replacement with energy efficient systems
- Worn out roofing system replacement
- Apparatus bay and apparatus floor resurfacing
- Energy efficient apparatus bay door replacement for failing doors (security concerns)
- Worn out kitchen and appliance replacement
- Bedroom and living quarter replacements
- Structural ramp replacement and safety improvements
- Basement renovation at Station 9 only

These improvements replace worn out mechanical and structural systems with modern, durable, and energy efficient machines. This request only financially supports responsible modernization of existing facilities, not new construction.

## **Statutory Compliance<sup>1</sup>**

Kansas Senate Bill 244 establishes statutory requirements related to restroom, locker room, and shower facility designations within certain public buildings. Public agencies are responsible for evaluating existing facilities and ensuring operations remain consistent with state law.

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<sup>1</sup> Kansas Senate Bill 244, effective February 26, 2026, establishes updated requirements for restroom, shower, and multiple occupancy private space designations within public buildings.

As 24-hour operational facilities, fire stations must modify these areas to comply with statute while maintaining operational continuity and consistency with existing labor agreements.

Renovations at Stations 3, 7, and 9 will ensure compliance with KS SB 244 as part of the broader modernization of aging infrastructure.

# Facility Modernization Overview

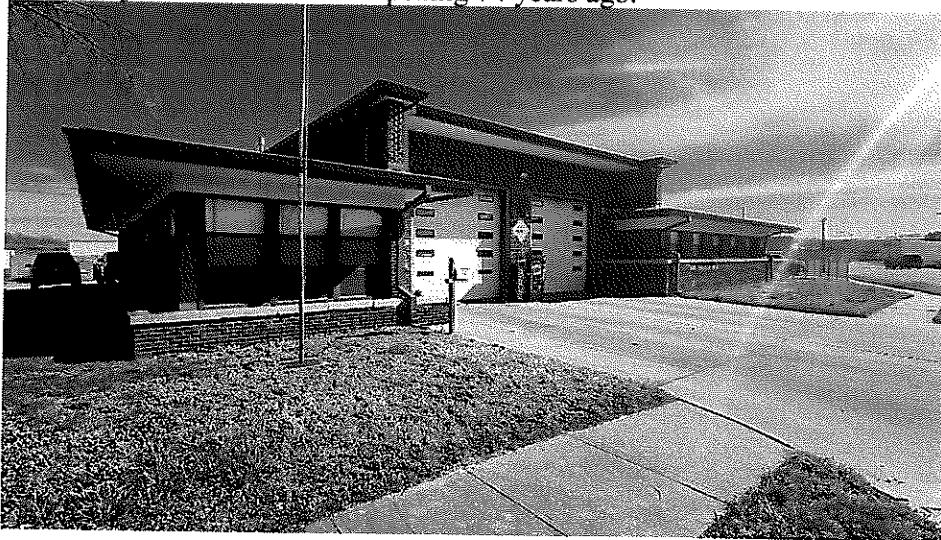
## Fire Station No. 3 – Armourdale Neighborhood

**Funding Request: \$1.9 million**

420 Kansas Avenue

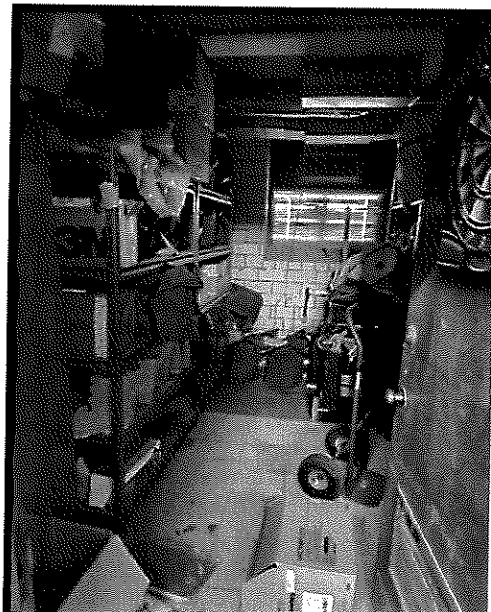
Constructed 1951

Station 3 serves the Armourdale neighborhood and surrounding industrial corridor. The facility has operated continuously for more than seven decades and remains an active 24-hour response station without a major renovation since opening 74 years ago.



### Primary renovation needed

- Heating, ventilation, and air conditioning system replacement
- Restroom and shower replacement
- Roof replacement
- Apparatus bay floor resurfacing
- Kitchen and living quarter replacement
- Pull through ramp replacements



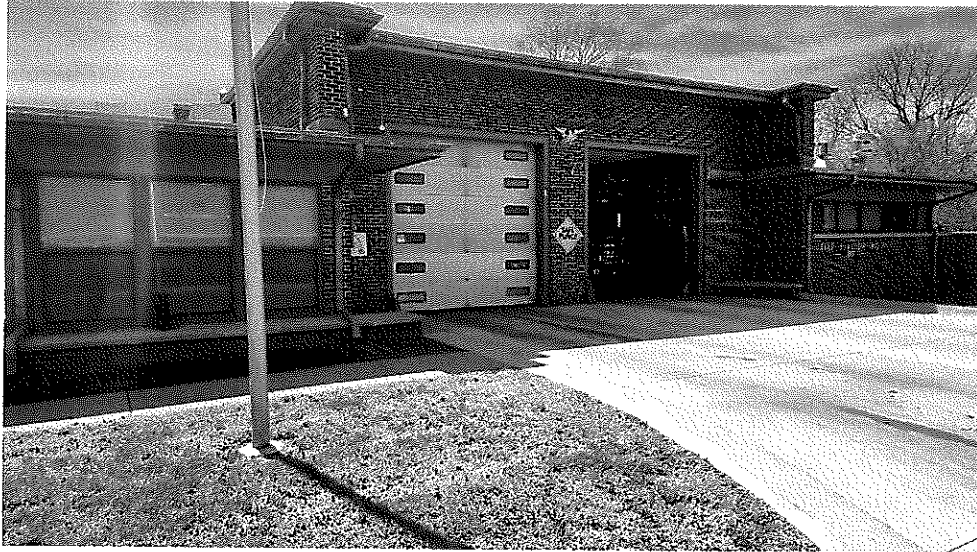
## Fire Station No. 7 – Argentine Neighborhood

**Funding Request: \$1.9 million**

2717 Strong Avenue

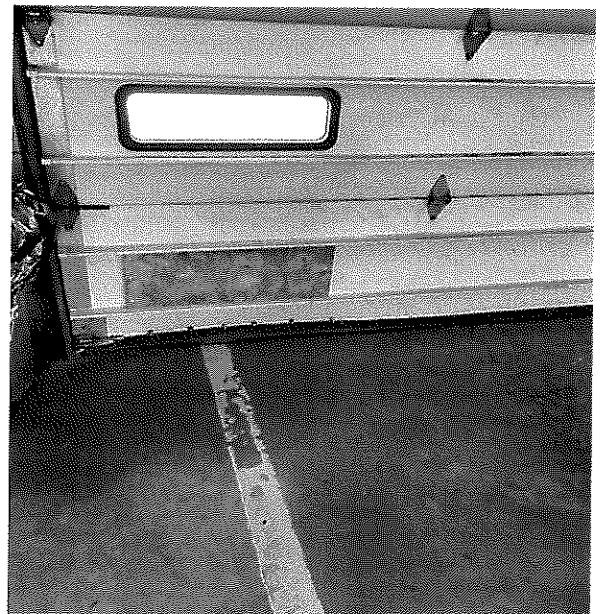
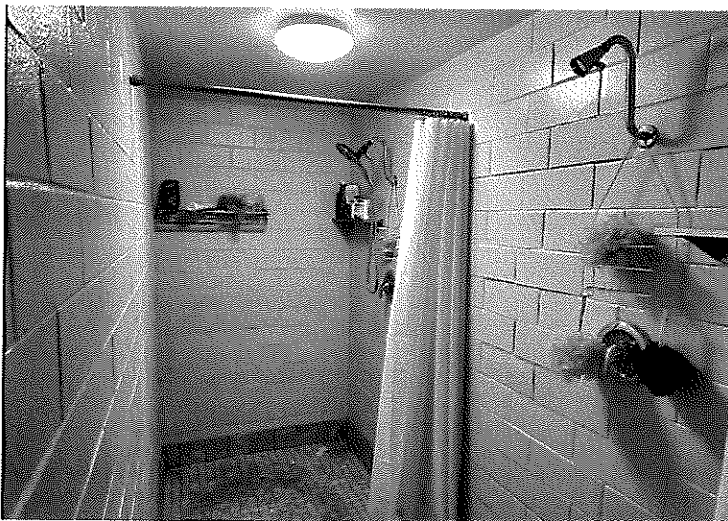
Constructed 1951

Station 7 provides 24-hour fire and emergency medical coverage to the Argentine neighborhood and adjacent residential areas without a major renovation, since opening 74 years ago.



### Primary renovation needed

- Heating, ventilation, and air conditioning system replacement
- Restroom and shower replacement
- Roof replacement
- Apparatus bay floor resurfacing
- Kitchen and living quarter replacement
- Pull through ramp replacements



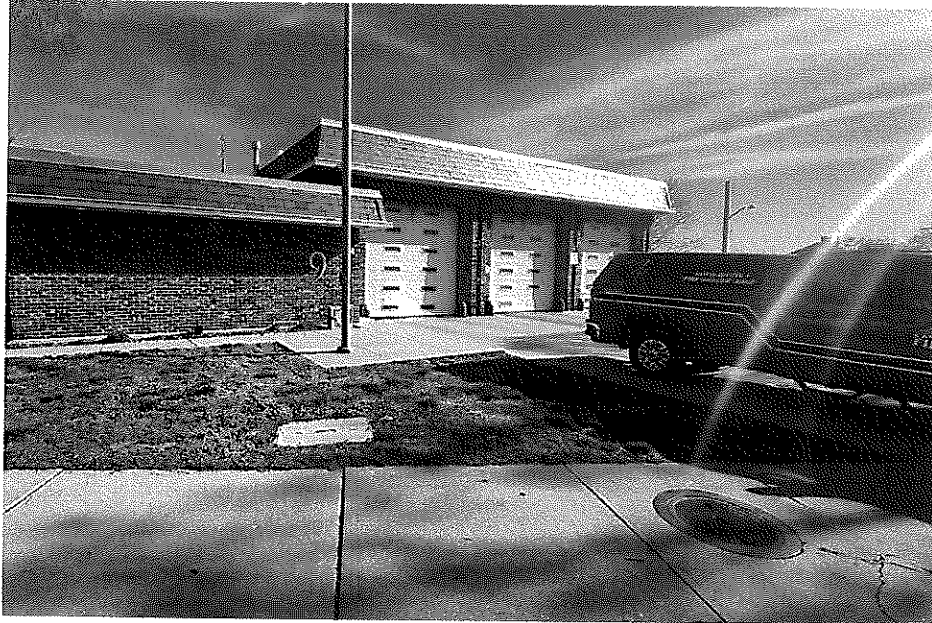
## Fire Station No. 9 – Central Avenue / Bethany Park Area

### Funding Request: \$1.9 million

1100 Central Avenue

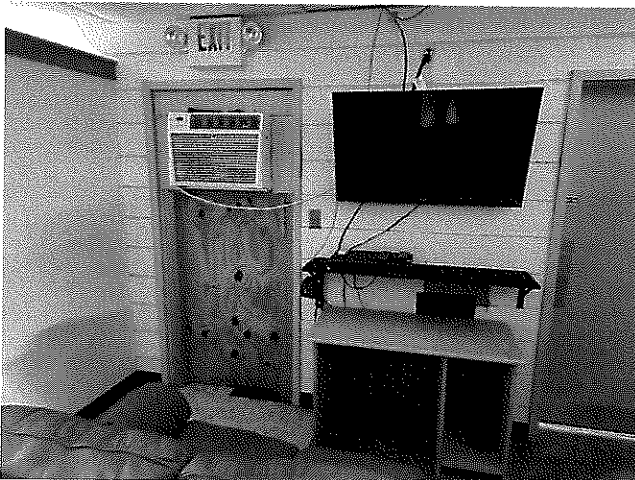
Constructed 1967

Station 9 protects the Central Avenue corridor and surrounding residential and commercial areas. The facility remains fully operational but requires modernization of key building systems and has not undergone a major renovation since opening 59 years ago.



### Primary renovation needed

- Heating, ventilation, and air conditioning system replacement
- Restroom and shower replacement
- Roof replacement
- Apparatus bay floor resurfacing
- Kitchen and living quarter replacement
- Ramp replacements
- Sewer system replacement



# Public Safety Equipment Requests

In addition to critical facility renovations, the Kansas City Kansas Fire Department is requesting federal support for several equipment purchases that directly improve operational safety and emergency response capability.

## Ambulance (Advanced Life Support Transport Unit)

**Funding Request: \$500,000**

### Purpose

Purchase a new Advanced Life Support ambulance to maintain reliable emergency medical transport capability. An ambulance functions as an extension of the hospital emergency department, delivering critical care to patients while en route to definitive medical treatment.



Example of requested vehicle

### Justification

The Kansas City Kansas Fire Department's oldest frontline ambulance was placed in service in 2014 and currently has 274,902 miles and 14,864 engine hours. Operating emergency medical transport units in a high-demand urban environment places significant wear on these vehicles due to constant response, extended idle time on emergency scenes, and frequent patient transport.

Ambulances that exceed 150,000 miles experience increased mechanical failures and significantly higher maintenance costs, which can affect reliability and availability for emergency response.

The Kansas City Kansas Fire Department is requesting funding to purchase a replacement Advanced Life Support ambulance to ensure the continued delivery of reliable emergency medical care and patient transport to definitive medical treatment. Emergency medical incidents represent the majority of the Department's call volume each year, making reliable ambulance availability mission critical.

## Fire Engine (Pumper Apparatus)

**Funding Request: \$950,000**

### **Purpose**

Purchase a new fire engine to replace aging beyond service life, reserve apparatus to maintain reliable fire suppression capability.



### **Justification**

The Kansas City Kansas Fire Department Reserve Pumper 5 is the Department's reserve fire engine and must be replaced. This fire engine apparatus was built in January 2003 and currently has 121,313 miles and 11,210.5 engine hours. After more than two decades of service, the apparatus has exceeded the operational lifecycle for frontline firefighting equipment. As fire apparatus age, increased maintenance costs and decreased reliability, creating operational challenges.

The Kansas City Kansas Fire Department is requesting funding to replace this fire apparatus to maintain reliable fire suppression capability and operational readiness.



Example of requested vehicle

# Fire Fighter Hazard Zone Accountability and Command Awareness System

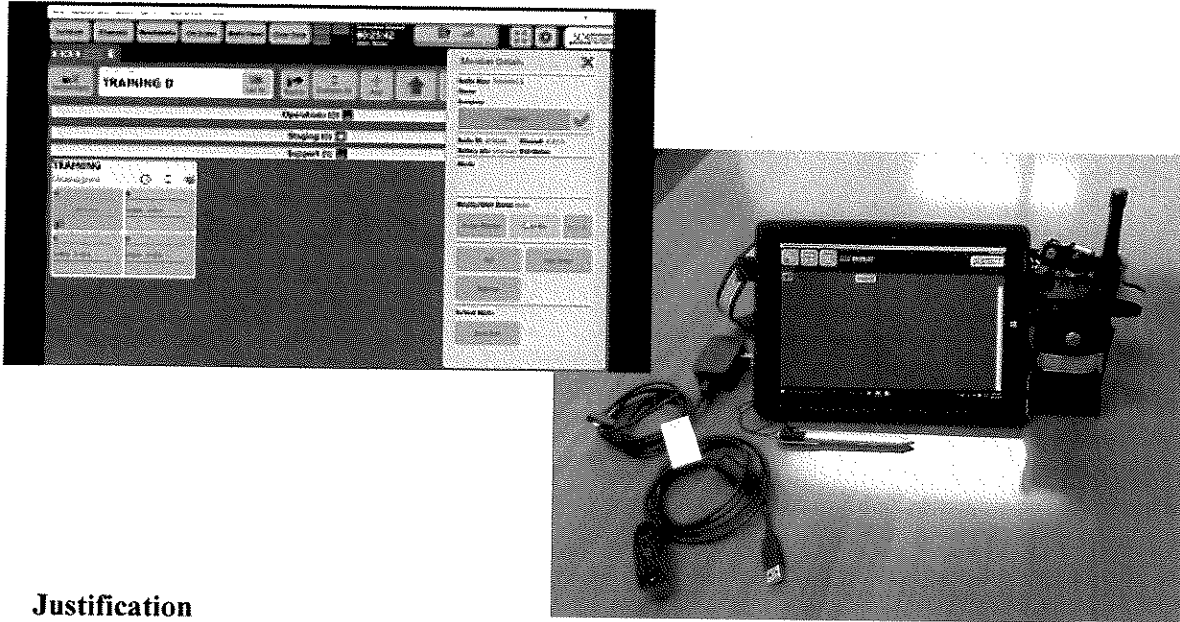
**Funding Request: \$950,000**

## Cost Breakdown

- Initial System Hardware and Software: **\$830,000**
- Five-Year Software Upgrades and Support: **\$120,000**

## Purpose

Purchase and implement a Fire Fighter Accountability and Command Awareness System that provides the incident commander with improved real-time awareness of fire fighter assignments, locations, and operational status during emergency incidents. This system will go a long way towards preventing fire fighter line-of-duty deaths



## Justification

During all emergency incidents, the incident commander must maintain constant accountability for fire fighters operating in hazardous environments such as burning buildings, collapsed structures, and other dangerous conditions. This is a requirement of the Occupational Safety and Health Administration (OSHA).

Modern hazard zone accountability systems utilize electronic tracking technology allowing command staff to monitor fire fighter locations, assignments, and operational status in real time. This significantly improves command awareness, enhances operational coordination, and strengthens fire fighter safety during emergency operations.

The system provides the incident commander with improved situational awareness and allows fire fighters operating in the hazardous zone to be quickly located if conditions deteriorate or a fire fighter becomes lost, trapped, or injured.

Investment in a Fire Fighter Accountability and Command Awareness System will strengthen fire fighter safety, improve incident command decision-making, and enhance operational coordination during emergency incidents.

## **Emergency Vehicle Driving Simulator**

**Funding Request: \$365,000**

### **Purpose**

Purchase an emergency vehicle driving simulator to improve driver training and increase fire fighter and public safety.



### **Justification**

Fire fighters operate emergency vehicles in complex environments that include heavy traffic, cyclists, pedestrians, changing weather conditions, and varying roadway hazards. These factors create significant risk during emergency response operations.

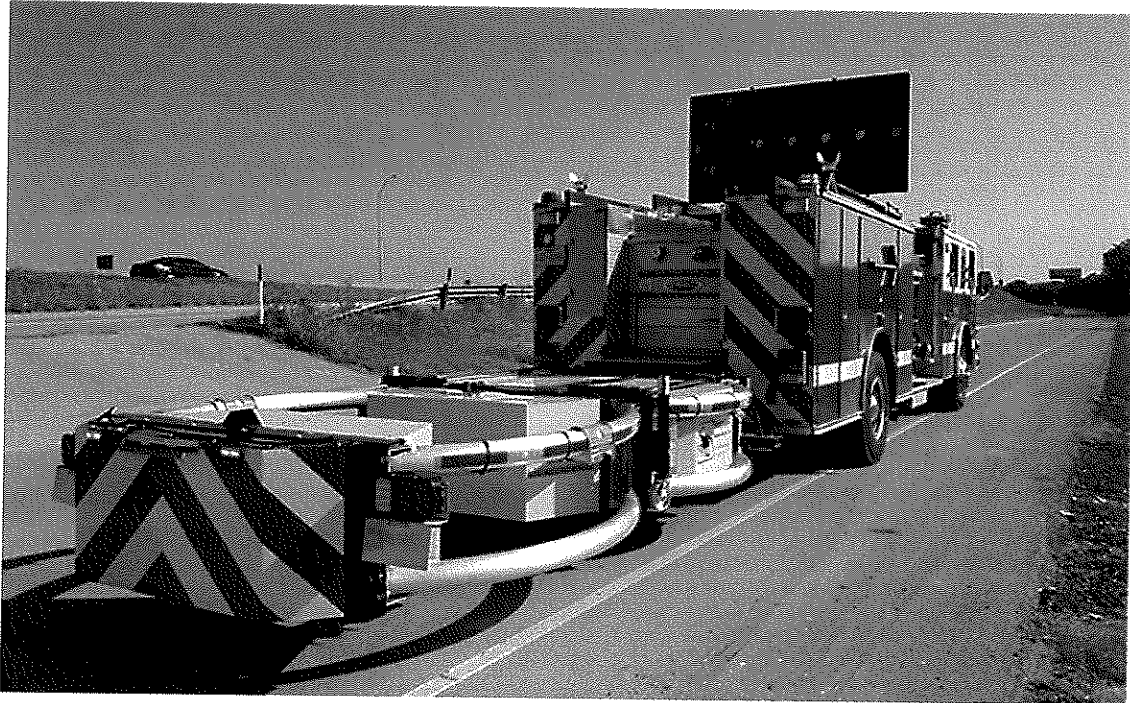
An emergency vehicle driving simulator allows fire fighters to train in realistic driving scenarios within a controlled environment. This technology improves situational awareness, driver decision-making, and confidence while reducing the risk of emergency response collisions.

## **Apparatus-Mounted Attenuator (Highway Incident Protection Vehicle)**

**Funding Request: \$225,000**

### **Purpose**

Purchase an apparatus-mounted attenuator designed to protect emergency personnel operating at highway incidents by creating a protective barrier between responders and oncoming traffic.



### **Justification**

Roadways and highways have become one of the most dangerous environments for emergency personnel. In 2023 alone, forty-five emergency personnel nationwide were killed while operating at roadway incidents.

Fire fighters, law enforcement officers, emergency medical personnel, tow operators, and other roadway responders frequently work in active traffic environments during vehicle crashes, fires, medical emergencies, disabled vehicles, and other incidents.

An apparatus-mounted attenuator functions as a mobile crash cushion designed to absorb the impact of an errant vehicle before it reaches personnel working at an incident scene. Positioned upstream of the emergency scene, the attenuator apparatus serves as a sacrificial barrier that protects responders operating in or near active traffic lanes.

This apparatus will improve safety for fire and EMS personnel, law enforcement partners, and other roadway responders operating at highway incidents. It provides a physical protective barrier between traffic and personnel working at emergency scenes.

# Buildings & Logistics

## Budget Presentation Summary

Attempting to bring clarity and justification to requests supporting structures which commonly meet or exceed 30 – 50 years of service to our community, the B&L Presentation shared the following thoughts and information:

➤ (5) Recently Acquired Assets including square footage and current years of service:

- New Juvenile Center 61,000 sq. ft. Facility
  - Entering its' 6<sup>th</sup> Year of Service
- New Fire Station No. 12 10,300 sq. ft. Facility
  - Just completed its' 6<sup>th</sup> Year of Service
- New Fire Station No. 16 15,200 sq. ft. Facility
  - Entering its' 3<sup>rd</sup> Year of Service
- New Environmental Services Facility 62,000 sq. ft. Facility
  - Completing its' 2<sup>nd</sup> Full Year of Service
- New PD/CSI Facility 13,000 sq. ft. Facility
  - Completing its' 2<sup>nd</sup> Full Year of Service

New Total Facility Sq. Ft. (not including Impervious and Greenery Areas) 161,500 sq. ft. Facility Floor Space Area

Each facility is comprised of numerous complex elements. These essentials combine to provide a functioning environment capable of providing pleasant customer experiences while additionally meeting traditional Life, Health & Safety Standards for all occupants. Maintaining a high level of reliability & integrity with these structures, is often a challenging and costly venture.

The speed at which facility aging occurs surprises even those that deal with these structures on a daily basis.

### Highlighted Longstanding UG Structures:

<b><u>Building</u></b>	<b><u>Year Built</u></b>	<b><u>Years of Service</u></b>
City Hall	1972	54
Court House	1927	99
Justice Complex	1990	36
Court Services Bldg.	1958	68
PDHQ	1937	89
Memorial Hall	1925	101
Election Office/Warehouse	1991	35
West Annex	1972	54

# Current Budget Requests – Cash

- **Justice Complex Generator/MEP**\_\_\_\_\_ **\$600k**
  - To address Mechanical Electrical & Plumbing (MEP) and other Issues related to Operational Needs as well as Life, Health & Safety Standards.
  
- **Parking Meter Upgrades**\_\_\_\_\_ **\$350k**
  - Address antiquated Parking Meter Collection System
  
- **Annual Parking Maintenance & Repair**\_\_\_\_\_ **\$175k**
  - Assessments have identified critical Surface and Structural Components requiring treatment to ensure continued functionality of UG Parking Lots.
  
- **Annual ADA Facilities**\_\_\_\_\_ **\$200k**
  - Address ADA needs for the Unified Government.
  
- **Memorial Hall Improvements**\_\_\_\_\_ **\$200k**
  - Performance Curtain and other continuing Improvements at Memorial Hall.
  
- **City Hall MEP**\_\_\_\_\_ **\$140k**
  - Address various MEP (Mechanical-Electrical-Plumbing) Issues at this location.
  
- **Annex HVAC**\_\_\_\_\_ **\$100k**
  - DDC (Direct Digital Control) and other HVAC Upgrades
  
- **County Facilities Improvements**\_\_\_\_\_ **\$100k**
  - Address various needs with County Facilities.
  
- **Annual Hardscaping/Landscaping**\_\_\_\_\_ **\$ 75k**
  - Maintain the addressing of Facility Site Degradation such as Sidewalks and other Impervious Surface and Greenery needs.
  
- **City Hall Renovation**\_\_\_\_\_ **\$ 90k**
  - To address needed Upgrades & Improvements as well as various Department Requests.
  
- **Building Security Upgrades**\_\_\_\_\_ **\$ 50k**
  - Address Security Infrastructure and Equipment Needs and Deficiencies.

# Current Budget Requests – Debt

➤ **Willa Gill** \_\_\_\_\_ **\$3.0M**

- To support Facility Renovation capable of providing Partial or Total Life Services to the Needy.

➤ **Court Services Building** \_\_\_\_\_ **\$850k**

- Address various building needs and assorted MEP Equipment deficiencies.

➤ **Annual Parking Maintenance & Repair** \_\_\_\_\_ **\$550k**

- Address long-experienced Parking Surface and Structure Erosion & Degradation.

➤ **Annual Elevator Upgrades** \_\_\_\_\_ **\$350k**

- To maintain and ensure reliable Elevator Hoisting as well as Cab Interiors & Mechanisms.

➤ **Commission Chambers Sound System** \_\_\_\_\_ **\$300k**

- Renovate and upgrade the aging Sound System in both the Commission Chambers and 5<sup>th</sup> Floor Conference Room.



# Emergency Management Department

701 North Seventh Street, Room B-20  
Kansas City, Kansas 66101

Phone: (913) 573-6300  
Fax: (913) 573-6363

TO: Mayor Watson and County Commissioners

FROM: Jennifer Tarwater, Director, Emergency Management Department

DATE: June 29, 2026

SUBJECT: Capital Improvement Plan Budget Workshop – Follow-Up

This memo provides additional information on each Capital Improvement Project (CIP) request for the Emergency Management Department.

## **Graduated Siren Replacement - \$450K/year, 2027 – 2033**

The Emergency Management Department is responsible for overseeing the coverage and maintenance for the tornado sirens in Wyandotte County. The Department has 74 sirens stationed throughout the county. The average lifespan of an outdoor weather siren is 20 years. Currently, the majority of sirens were installed after the 2003 tornado and are at end-of-life with replacement parts becoming scarce as well as possible vendor reluctance to work on antiquated equipment due to liability concerns. Based on age, the sirens will be replaced in a 7-year phase. The first year, with the oldest sirens requiring replacement first, will include 11 sirens. In order to complete the project, the request is \$450K/year. The siren replacements will take place from 2027 to 2033 for a total of \$2.9 million. After replacement of all the sirens, the Unified Government should not need to begin the replacement cycle again for another 13 – 15 years.

## **Radio System Backhaul Network - \$4M/year, 2027 - 2029**

Since Wyandotte County does not have an Emergency Communications Department, Emergency Management is responsible for the administration of funds to provide handheld and mobile (vehicle) radios, as well as the radio infrastructure system, for public safety agencies throughout the entire county. The last time the radio network was upgraded was in 2006. Motorola, with whom our radios are purchased, has informed us that the current infrastructure we have, including our 911 dispatch consoles, will not be compatible with their upgrades, meaning our radios will cease to work in 2029. This is a hard deadline set by Motorola. The cost of the project is \$4M/year from 2027-2029 for a total cost of \$12 million.

**APX Radio Replacement Project, \$450K/year, 2026-2028**

Replacement of the public safety radios has been a multi-year project. In the last four years, Emergency Management has spent \$2.5 million on handheld radios for all public safety agencies in Wyandotte County as well as mobile (vehicle) radios for law enforcement. This request is to finish out the rest of the mobile radios for the KCKFD, Bonner Springs Fire Department and Edwardsville Fire Department. The total cost to finish out this project is \$900K.

**Emergency Power Generators & Ports, \$120K/year, 2027-2031**

Emergency Management has been working closely with Buildings & Logistics to improve resiliency for the UG's most critical infrastructure with the installation of generator ports. Ten buildings have already been prioritized as requiring backup power, including fire stations, the Election Office, Treasurer and Appraiser's Office, and others. Having generator ports would ensure the ability to continue critical operations during a sustained power outage. This is a multi-year project that was placed on hold this year due to the 5% reduction in the department's budget. Last year we were able to purchase a high-capacity mobile generator that will be moved around as needed. The total cost of this project is \$600K.



# PUBLIC WORKS

Public Works  
701 North 7<sup>th</sup> Street, 712  
Kansas City, KS 66101

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E: info@wycokck.org

## Public Works Capital Projects Budget Priorities - 2027

Current levels of funding for infrastructure are not sufficient to restore closed assets or even maintain existing conditions. If network improvements are the goal, we need to look at finding more funding for all areas.

### Street Projects

The UG is responsible for 2400 lane miles of roads, 1,200 miles of curb and gutter, 119 mile of alleys and over 9k ADA ramps. Original Pavement Condition Index (PCI) score from 2018 was 56, currently it is estimated for 2027 to be 41.

- Annual Pavement Preservation Program (APPP) - \$5.8m
  - Dedicated Sales Tax - \$4.358m – Can only be used on neighborhood improvements
  - Special Street & Highway (SS&H) - \$1.5m
    - Can gain an additional \$2.9m in this fund by moving personnel currently funded out of the SS&H Fund back into the General Fund
  - Data shows that to improve our PCI score to the national average of 65 we need about \$32m annually for the next 10 years. After that we can reduce the amount, as we will be maintaining good roads and keeping them better, longer, instead of having to rebuild so many like we do now.
  - Worth noting that the KC Metro average PCI is between 72-76.
  - Overland Park has approx. 2200 lane miles and is spending \$34m in 2026 and is maintaining a PCI average between 78-80
- Annual Concrete Repair Program - \$2.0m
  - Funds allocated for curb & gutter repairs (30+ year life so great for debt funding)
  - Currently unfunded, and without funding we will have to use funds from the APPP line, which will reduce the amount of asphalt that we can put down.
  - Ideally if we start getting more funding for pavement work, this number will need to increase too for a little while so we can improve the curbs as we are doing pavement but these replacements will taper off in time as they have a much longer life than pavement.
- Annual Neighborhood ADA Pedestrian Handicap Ramps - \$900k
  - When we resurface roads, we are required by the DOJ to make ADA Ramp improvements in areas with sidewalk.
  - Each corner of an intersection costs about \$
  - ADA Ramps are done in concrete and have a 30+ year life so great for debt funding
  - Currently unfunded, and without funding we will have to use funds from the APPP line, which will reduce the amount of asphalt that we can put down.
- 6<sup>th</sup> Street Urban Trail - \$900k
  - UG matching portion for existing grant and federal earmark to improve the 6<sup>th</sup> St. Corridor between Central Ave and Barnett Ave. Improvements would include improved sidewalk, intersection realignments for safety concerns, improved bike accommodations, minimal adjustment to parking quantities.
  - Earmark was received several years ago and we have been working with the business and residents along the corridor to make sure we are making the improvements that they want.
  - Currently unfunded. If not funded in 2027 the UG will have to give back approx. \$3.0m in federal dollars.

### Bridges

The UG has 279 Bridge and Box Culvert Structures in our inventory. 63% of those are 50+ years old as of 2026 and will reach the end of their expected life in the next 10 years.

- Annual Reactive Bridge Repair - \$1.0m
  - Previously called Annual Emergency Bridge Repair
  - When something bad happens and we have to fix it to keep a bridge from collapsing or a road from closing over a bridge.



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- These are short-term repairs and not suitable for debt.
- **Currently Unfunded, if this does not get funded to some level we will have \$0 to address reactive needs, which will likely cause road closures.**
- Annual Proactive Bridge Replacement - \$14m
  - Programmatic replacement of bridge and box culvert structures
  - These items would have 50+ year lives and would be great for debt
  - **Currently unfunded, but PW understands this is a huge ask and would be happy to work through programming of this to even a smaller degree so we can start making progress.**

## Traffic

We are responsible for maintaining 44k traffic signs, 1200 miles of pavement striping, 3900 pavement marking symbols, and 244 signalized intersections.

- Annual Priority Traffic Signal Replacement - \$882k
  - 2027 funding planned to be used (in conjunction with development money held in escrow) to redo the intersection of 98<sup>th</sup> St and State Avenue.
    - This project will be in coordination with KDOT reconfiguring the State Ave and I-435 Interchange and realigning the old existing 98<sup>th</sup> St intersection to its new location with modern signs, turn lanes, and safety elements. Funds would also go to rehabilitation the State Avenue corridor from 94<sup>th</sup> St. to 98<sup>th</sup> St., which is the last section of State Ave in this area that has not be reconstructed.
    - The elements of this project will have a 30+ year life so debt is a good option.
    - **Currently Unfunded. If we do not fund this, we will lose out on the cost-saving opportunity to partner with KDOT and will be subject to increased inflation costs if we defer this work.**

## Stormwater and Sanitary Sewer Enterprise Funds

We are responsible for maintaining approx. 1,134 miles of pipes (689 miles of Sanitary Sewer Pipes, 320 miles of Stormwater pipes, 125 miles of combined system pipes), 163 miles of ditches, 46k inlets and structures, 5 treatment plants, and 75 pumping stations.

- Projects and Programs that you see in the Capital Improvement Plan Budget are all supported by the most recent approved monthly rates.