Unified Government of Wyandotte County and Kansas City, Kansas

Board of Commissioners

The September 17, 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.

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

UPDATED AGENDA

Thursday, September 17, 2026
5:30 PM

1. CALL TO ORDER/ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. REVISIONS TO AGENDA
Item #13.2, Executive Session, Added to the Agenda

5. PUBLIC ANNOUNCEMENTS

6. MAYOR'S AGENDA

6.1 **RESOLUTION: REAPPOINT KAREN WITTMAN AS MUNICIPAL COURT JUDGE**

Synopsis:
A resolution reappointing Karen Wittman as Municipal Court Judge for the remainder of a four (4) year term which began October 1, 2024, through September 30, 2028.

Tracking #: 21938

7. REGULAR CONSENT AGENDA

7.1 **RESOLUTION: FIFTH AMENDMENT TO KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT**

Synopsis: Adopt a resolution of the Fifth Amendment to Kaw River Bridge Cooperative and Development Agreement.

*On August 31, 2026, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 21865

7.2 **MINUTES**

Synopsis: Minutes from the Regular Session meeting on August 6, 2026.

Tracking #: MINUTES

7.3 **WEEKLY BUSINESS**

Synopsis: Weekly business materials dated August 20, 2026.

Tracking #: WEEKLY BUSINESS

7.4 **APPOINTMENT: BOARDS AND COMMISSIONS**

Synopsis: **REACH Healthcare Foundation's Board of Directors:** Appointment of Jackie Loya-Torres — Term 06/01/2026 to 05/31/2029, submitted by Mayor Watson.

Tracking #: 21935

8. PUBLIC HEARING AGENDA

9. STANDING COMMITTEES' AGENDA

10. ADMINISTRATOR'S AGENDA

10.1 **RESOLUTION: APPROVE ASSIGNMENT AND ASSUMPTION OF INDUSTRIAL REVENUE BONDS FOR VILLAGE WEST APARTMENTS III**

Synopsis: Adopt a resolution consenting to the Assignment and Assumption of Lease Agreements and bond documents in connection with the NorthPoint/Village West Apartments Project Industrial Revenue Bonds to Sherman Residential.

Tracking #: 21918

11. COMMISSIONERS' AGENDA

LAND BANK BOARD OF TRUSTEE

12. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

12.1 LAND BANK PROPERTY TRANSFERS

Synopsis: The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.
Please visit the site to review the applications below.

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

8 Property Transfers

*On August 31, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*
Tracking #: 21910

12.2 LAND BANK OPTIONS

Synopsis: The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.
Please visit the site to review the applications below.

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

22 Single Family Homes
1 Multi-Family
3 Gardens

*On August 31, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*
Tracking #: 21911

12.3 LAND BANK EXTENSION REQUEST

Synopsis: The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.
Please visit the site to review the applications below.

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

1 Option Agreement Extension

*On August 31, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*
Tracking #: 21912

13. EXECUTIVE SESSION

13.1 **EXECUTIVE SESSION REGARDING MATTERS RELATING TO THE ACQUISITION OF REAL ESTATE. Executive sessions are closed to the public pursuant to the Kansas Open Meetings Act.**
Synopsis:
Tracking #: 21936

13.2 **EXECUTIVE SESSION: The governing body will adjourn into executive session regarding consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship. The executive session portion of the meeting is closed to the public under the Kansas Open Meetings Act.**
Synopsis:
Tracking #: 21955

14. ADJOURN

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

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

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

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

Phone one-tap:
+12532158782,,86971076459# US (Tacoma)
+13462487799,,86971076459# US (Houston)
Join via audio:
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International numbers available: https://wycokck.zoom.us/u/kdKMmalufT

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

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

Tracking ID: 21938

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Angela Lawson, Chief Counsel alawson@wycokck.org X9032	Legal

AGENDA ITEM #6.1.
RESOLUTION: REAPPOINT KAREN WITTMAN AS MUNICIPAL COURT JUDGE
BACKGROUND
A resolution reappointing Karen Wittman as Municipal Court Judge for the remainder of a four (4) year term which began October 1, 2024, through September 30, 2028.
RECOMMENDATION
Approve
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
NA
LEGAL/ POLICY CONSIDERATIONS
ATTACHMENTS
Reso Reappoint Judge Wittman_, Judge Appointment Memo

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. ________________

A RESOLUTION AUTHORIZING THE REAPPOINTMENT OF JUDGE KAREN WITTMAN AS MUNICIPAL COURT JUDGE FOR THE KANSAS CITY, KANSAS MUNICIPAL COURT.

WHEREAS, The Board of Commissioners passed Resolution R-2-23 on January 12, 2023, authorizing the appointment of Judge Karen Wittman as Division 2 Municipal Court Judge for the remainder of the four-year term that began October 1, 2020, and expired September 30, 2024;

WHEREAS, Section 23-7 of the Code of Ordinances provides that an appointed or reappointed judge shall serve for the applicable term until reappointed or until a successor is appointed;

WHEREAS, Pursuant to Section 23-7 of the Code of Ordinances, Mayor Watson has provided an affirmative recommendation to reappoint Judge Wittman for another four-year term;

WHEREAS, Section 23-4 of the Code of Ordinances does not impose a limit on the number of four-year terms a Municipal Court judge may serve; and

WHEREAS, Commissioners hereby find and determine that the appointee herein is a duly qualified attorney licensed in the State of Kansas.

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

Section 1. Judge Karen Wittman is reappointed as Division 2 Municipal Court Judge for the Unified Government for the remainder of the four-year term of office which began October 1, 2024, through September 30, 2028.

Section 2. That the County Administrator is hereby authorized and directed to negotiate an extension of her current agreement, and the Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said Mayor/CEO and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to an extension of her current agreement between the Unified Government of Wyandotte County/Kansas City, Kansas and Karen Whitman.

Section 2. That 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

____

Unified Government Clerk

Approved as to Form:

____

Office of the Mayor/CEO
Christal E. Watson

701 North 7th St., Suite 926
Kansas City, Kansas 66101

Phone: (913) 573-5010
MayorWatson@WyCoKCK.org

MEMORANDUM

TO: Unified Government Board of Commissioners
FROM: Mayor/CEO Christal E. Watson
DATE: September 11, 2026
SUBJECT: Affirmative Recommendation for the Reappointment of Judge Karen Wittman

Pursuant to Chapter 23, including Section 23-4, of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, I, Mayor/CEO Christal E. Watson, hereby provide my affirmative recommendation for the reappointment of the Honorable Karen Wittman as Municipal Court Judge, Division 2.

Judge Wittman's experience, judicial qualifications, and service to the Unified Government Municipal Court support her continued appointment.

Respectfully Submitted,

Christal Watson

cc: Angela Lawson, Chief Counsel

Tracking ID: 21865

Report to
Board of Commissioners

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

AGENDA ITEM #7.1.
RESOLUTION: FIFTH AMENDMENT TO KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT
BACKGROUND
Adopt a resolution of the Fifth Amendment to Kaw River Bridge Cooperative and Development Agreement.
RECOMMENDATION
Approve
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
N/A
LEGAL/ POLICY CONSIDERATIONS
ATTACHMENTS
Resolution Approving Fifth Amendment to Kaw Bridge Development Agreement, Fifth Amendment to Kaw Bridge DA (002)

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-____-26

A RESOLUTION ADOPTING THE FIFTH AMENDMENT TO KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Flying Truss, LLC, a Missouri limited liability company ("Developer"), desire to rehabilitate the Rock Island Bridge located on both sides of the Kansas (Kaw) River by adding certain amenities including, but not limited to, public trails, commercial restaurants, retail, event spaces, and areas for non-profit corporations (collectively, the "Project");

WHEREAS, the Bridge and adjacent property on both sides of the Kansas (Kaw) River are currently included within Project Area 4 of the Riverfront Redevelopment District (the "TIF District") created by the UG, pursuant to the TIF Act (K.S.A. 12-1770 *et seq.*), by passage of Ordinance No. O-47-20 on August 13, 2020, and subsequently amended by passage of Ordinance No. O-60-21 on May 13, 2021 and Ordinance No. O-91-26 on July 16, 2026;

WHEREAS, on June 7, 2021, the UG and Developer entered into that certain Kaw River Bridge Cooperative and Development Agreement (the "Original Agreement", and as amended, the "Agreement") for the Project;[1]

WHEREAS, the Original Agreement contemplates that certain Project costs will be funded in part by public incentives, including, among other things, the UG Contribution in the amount of $2,000,000 (subject to modification as set forth in the Agreement);

WHEREAS, the UG and Developer agreed that the UG Contribution (plus Interest) would be reimbursed in full from Pay-Go CID Financing and Pay-Go TIF Financing, and Developer would only be able to access CID Proceeds to reimburse eligible Project costs after the UG Contribution (plus Interest) has been reimbursed in full;

WHEREAS, on July 1, 2021, the UG passed Ordinance No. O-92-21 to approve the Kaw Bridge Redevelopment Project Plan for Project Area 4 of the Riverfront Redevelopment District;

WHEREAS, on October 27, 2021, the UG and Developer entered into that certain First Amendment to Kaw River Bridge Cooperative and Development Agreement, to modify the conditions set forth in the Original Agreement to facilitate Developer's access to the Pre-Development Funding portion ($75,000) of the UG Contribution;

WHEREAS, on June 30, 2022, the UG adopted Resolution No. R-27-22 (the "IRB Resolution") determining the UG's intent to issue industrial revenue bonds ("IRBs") to provide a sales tax exemption on construction materials for the Project;

WHEREAS, on December 15, 2022, the UG and Developer entered into that certain Second Amendment to Kaw River Bridge Cooperative and Development Agreement to extend the Drop Dead Date for satisfaction of Closing Conditions from December 31, 2022 to July 1, 2023 (and extend related dates, including the Completion Date), as well as to authorize the UG to increase the UG Contribution by an

[1] All capitalized terms used but not otherwise defined in this Resolution shall have the meanings assigned in the Agreement.

amount equal to half of certain Bridge Raise Costs incurred by the UG in connection with raising the Bridge as recommended by the Kaw Valley Drainage District;

WHEREAS, on January 13, 2023, the UG closed on acquisition of the Bridge from the City of Kansas City, Missouri;

WHEREAS, on May 30, 2024, (i) the UG and Developer entered into that certain Third Amendment to Kaw River Bridge Cooperative and Development Agreement to, among other things, prioritize reimbursement to Developer from Pay-Go CID Financing and Pay-Go TIF Financing, *before* the UG reimburses itself for the UG Contribution (plus Interest), for certain Bridge Strengthening Costs incurred by Developer; and (ii) the UG adopted Resolution No. R-25-24 to amend the IRB Resolution to increase the amount of IRBs;

WHEREAS, on June 27, 2024, the UG passed Ordinance No. O-65-24 to authorize creation of the Kaw River Bridge Community Improvement District and levy a 2% CID Sales Tax, pursuant to the CID Act (K.S.A. 12-6a26 *et seq.*);

WHEREAS, on May 29, 2025, the UG and Developer entered into that certain Fourth Amendment to Kaw River Bridge Cooperative and Development Agreement to extend the Completion Date to March 31, 2026, and to reduce the amount of the Bridge-Strengthening Costs (to be reimbursed to Developer ahead of the UG Contribution (plus Interest)) by an amount equal to half of the costs of stairs and ADA accessible ramps to be constructed by the UG on the east side of the Bridge (total cost $273,000);

WHEREAS, on or about March 13, 2026, the Project achieved Substantial Completion, as evidenced by the UG's issuance of a Temporary Certificate of Occupancy;

WHEREAS, on June 18, 2026, the UG passed Ordinance No. O-82-26 to authorize the issuance of IRBs to provide a sales tax exemption on construction materials for the Project;

WHEREAS, the UG advanced and paid certain costs necessary to facilitate issuance of the Temporary Certificate of Occupancy, including installation and monthly rental of temporary scaffolding, painting fire lane markings, and other related costs and expenses (collectively, the "Scaffolding and Fire Lane Costs"), as well as certain costs associated with concrete and electrical work for the Project (the "Additional Work Costs", and collectively with the Scaffolding and Fire Lane Costs, the "UG Costs");

WHEREAS, Developer has requested the UG defer its customary IRB fees (*excluding* trustee fees, legal fees or other costs incurred in connection with the IRB closing) to be charged to Developer in connection with closing of IRB financing for the Project, which fees amount to $58,000 (the "IRB Fees"), and to instead pay the IRB Fees with CID Proceeds generated by the Project;

WHEREAS, the Governing Body has determined that it is advisable to enter into the Fifth Amendment to Kaw River Bridge Cooperative and Development Agreement, attached hereto as **Exhibit A** (the "Fifth Amendment"), with Developer to provide for reimbursement of the UG Costs from CID Proceeds and to modify the order of priority for disbursement of CID Proceeds to the UG and Developer.

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

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

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

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

[Remainder of page intentionally left blank; signature page and exhibit follow.]

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS ON _______________, 2026.

____
Christal E. Watson, Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

<u>**EXHIBIT A**</u>

Fifth Amendment to Kaw River Bridge Cooperative and Development Agreement

[Attached on following pages.]

<u>FIFTH AMENDMENT TO KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT</u>

THIS FIFTH AMENDMENT TO KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT (this "<u>Fifth Amendment</u>") is made and entered into as of September ___, 2026 (the "<u>Amendment Effective Date</u>") by and between the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (the "<u>UG</u>") and FLYING TRUSS, LLC, a Kansas limited liability company ("<u>Developer</u>", and collectively with the UG, the "<u>Parties</u>").

RECITALS:

A. The Parties entered into that certain Kaw River Bridge Cooperative and Development Agreement dated as of June 7, 2021, as amended by that certain First Amendment to Kaw River Bridge Cooperative and Development Agreement dated as of October 27, 2021, Second Amendment to Kaw River Bridge Cooperative and Development Agreement dated as of December 15, 2022, Third Amendment to Kaw River Bridge Cooperative and Development Agreement dated as of May 30, 2024, and Fourth Amendment to Kaw Riber Bridge Cooperative and Development Agreement dated as of May 29, 2025 (collectively, as amended, the "<u>Development Agreement</u>") whereby Developer proposed to rehabilitate the Rock Island Bridge by adding certain amenities including, but not limited to, public trails, commercial restaurants and retail, event spaces and areas for non-profit corporations, all as set forth in the Development Agreement. Capitalized terms used in this Fifth Amendment but not otherwise defined herein shall have the meanings assigned to them in the Development Agreement.

B. The Development Agreement contemplates that the Project Costs will be funded in part by public incentives, including: (1) the UG Contribution in the amount of $2,000,000; and (2) IRB financing for the limited purpose of providing an exemption on sales taxes for construction materials, labor, equipment and furnishings.

C. The Parties agreed that the UG Contribution, plus Interest, would be reimbursed in full to the UG from: (1) Pay-Go CID Financing with the CID Proceeds collected from the CID Sales Tax to be imposed within a CID that encompasses all of the Project Site; and (2) Pay-Go TIF Financing with the TIF Proceeds collected from Incremental Sales Tax and Incremental Real Property Tax within Project Area 4 (encompassing the Project Site) of the TIF District.

D. The Parties further agreed that Developer would have no access to the TIF Proceeds, but Developer may utilize any CID Proceeds that remain—*after* the UG has been fully reimbursed for the UG Contribution, plus Interest—to reimburse CID Eligible Expenses.

E. Developer has incurred certain unanticipated costs in connection with necessary repairs and strengthening improvements for the Bridge (the "<u>Bridge-Strengthening Costs</u>"). Developer requested that the UG agree to prioritize reimbursement to Developer for the Bridge-Strengthening Costs from Pay-Go CID Financing and Pay-Go TIF Financing, *before* the UG reimburses itself for the UG Contribution, plus Interest. Pursuant to the terms of the Third Amendment and the Fourth Amendment, the UG agreed to prioritize reimbursement of $349,320 of Bridge Strengthening Costs ahead of the UG Contribution.

F. The UG has subsequently advanced and paid certain costs necessary to comply with fire and building code emergency access requirements for the Project, including installation of temporary scaffolding, monthly scaffolding rental, painting fire lane markings, and other costs, fees, expenses, or charges arising out of, related to, or incurred in connection with such scaffolding and fire lane (collectively, the "<u>Scaffolding and Fire Lane Costs</u>"), which Scaffolding and Fire Lane Costs are currently an amount equal to $108,971.07. The UG has also incurred and advanced other costs associated with concrete and electrical work for the Project, including the costs of a third-party inspection obtained by the UG, application of concrete sealant, and related costs, fees and expenses (the "Additional Work Costs") in an amount equal to $37,039. Collectively, the UG's Scaffolding and Fire Lane Costs and Additional Work Costs are referred to herein as the "UG Costs".

G. Developer has now asked the UG to defer its customary IRB fees to be charged to Developer in connection with the closing of Developer's IRB financing for the Project, which fees are equal to $58,000 (the "IRB Fees"), and to instead pay the IRB Fees with CID Proceeds generated by the Project. The IRB Fees do not include trustee fees, legal fees or other costs incurred in connection with the IRB closing for the Project.

H. The Parties recognize and agree that reimbursement of the Bridge-Strengthening Costs, the UG Costs and the IRB Fees to Developer from CID Proceeds will benefit the Project, and the Parties desire to enter into this Fifth Amendment to provide for the specific order of such reimbursements subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

2. **Amendment of Development Agreement**.

(a) Modification of Section 4.3 (CID). Notwithstanding anything set forth in Section 4.3 of the Development Agreement which is seemingly to the contrary, the Parties understand and agree that the CID Proceeds shall be disbursed to Developer and the UG in the following order of priority:

(i) ***first*** to reimburse Developer for the first $100,000 of the Bridge-Strengthening Costs, if and to the extent that (i) the Bridge-Strengthening Costs constitute CID Eligible Expenses; and (ii) the UG approves the Bridge-Strengthening Costs pursuant to Section 4.6 of the Development Agreement;

(ii) ***second*** to reimburse the UG for all of the UG's deferred IRB Fees;

(iii) ***third*** to reimburse Developer for an amount equal to $74,660 of the Bridge Strengthening Costs, if and to the extent that (i) the Bridge-Strengthening Costs constitute CID Eligible Expenses; and (ii) the UG approves the Bridge-Strengthening Costs pursuant to Section 4.6 of the Development Agreement;

(iv) ***fourth*** to reimburse the UG for all of the UG Costs (as defined above);

(v) ***fifth*** to reimburse Developer for the final $174,660 of the Bridge Strengthening Costs, if and to the extent that (i) the Bridge-Strengthening Costs constitute CID Eligible Expenses; and (ii) the UG approves the Bridge-Strengthening Costs pursuant to Section 4.6 of the Development Agreement;

(vi) ***sixth*** to reimburse the UG for the UG Contribution (plus Interest); and

(vii) ***thereafter,*** to Developer for CID Eligible Expenses approved pursuant to Section 4.6 of the Development Agreement.

Further, until such time as the Bridge-Strengthening Costs have been fully reimbursed to Developer, Developer shall not be required to pay to UG any shortfalls between the reimbursement to UG as set forth in the Amortization Schedule and CID Proceeds.

(b) Modification of Section 4.4 (TIF District). The Parties hereby agree that the Bridge Strengthening Costs shall be reimbursed exclusively through the CID and so Section 2(b) of the Third Amendment shall be deleted in its entirety.

3. **Miscellaneous**. In connection with this Fifth Amendment, the Parties hereby agree as follows:

A. Except as specifically modified by this Fifth Amendment, the Development Agreement shall be and remain in full force and effect in accordance with the terms thereof.

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

C. The Parties declare and represent that no promises, inducements or agreements not herein expressed have been made; the Development Agreement, as modified by this Fifth Amendment, contain the entire agreement between the Parties; and the terms hereof are contractual and not mere recitals.

D. This Fifth Amendment shall be binding upon and inure to the benefit of the Parties, and their successors and permitted assigns.

E. This Fifth Amendment may be executed in counterparts.

F. This Fifth Amendment shall be construed in accordance with the laws of the State of Kansas.

[Remainder of page intentionally left blank; signature pages and exhibits follow.]

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

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _______________, 2026 by _____________________ as ________________________ of the Unified Government of Wyandotte County/Kansas City, Kansas.

Printed Name: ___________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires

____

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

DEVELOPER:

FLYING TRUSS, LLC, a Kansas limited liability company

By: ___________________________________
Michael Zeller, Manager

STATE OF ________________)
) SS.
COUNTY OF ______________)

This instrument was acknowledged before me on ______________, 2026 by Michael Zeller, as Manager of Flying Truss, LLC, a Missouri limited liability company.

Printed Name: __________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires

____

CONSENT AGENDA ITEM NO. ______

6Unified Government of Wyandotte County and Kansas City, Kansas

Board of Commissioners

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

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

MINUTES

Thursday, August 6, 2026
5:31 PM – 9:13 PM

Commissioners Present:

- Mayor CEO Christal E. Watson
- Commissioner Melissa Bynum
- Commissioner Andrew Kump
- Commissioner Evelyn Hill
- Commissioner Jermaine Howard
- Commissioner Christian Ramirez
- Commissioner Carlos Pacheco
- Commissioner Chuck Stites
- Commissioner Phil Lopez
- Commissioner Bill Burns
- Commissioner Andrew Davis

Commissioners Absent:

- None

Staff Present:

- Monica L. Sparks, Unified Government Clerk
- Alan Howze, Interim County Administrator
- Angela Lawson, Chief Counsel
- Reginald Lindsey, Budget Director
- Dr. Shelley Kneuvean, Chief Financial Officer
- Jeff Conway, Senior Counsel
- Aaron Morris, Legal Counsel
- Chief Karl Oakman, Kansas City, Kansas Police Department

Call to Order

Mayor Watson called the meeting to order at 5:31 P.M. The invocation was led by Chaplain Dana Gouge of One Hope Church, followed by the Pledge of Allegiance.

Revisions to Agenda: (Discussion Begins 04:25)

The Clerk reported there was an updated agenda issued:

1. Item 6.5 was added to the Mayor's Agenda.
2. Item 7.5 of the Consent Agenda — a substitute document was issued related to the designation of Mount Carmel.

Mayor's Agenda:

Item No. 1 – RESOLUTION: ADOPTING ADDITIONAL RECOMMENDATIONS OF THE AMERICAN ROYAL SUBCOMMITTEE (Discussion Begins 04:49)

Mayor Watson introduced Item 6.1 and invited Commissioner Bynum, Chair of the American Royal Subcommittee, to present the item. Commissioner Bynum reported that the subcommittee had a remaining balance of $1,472,500 from the $5 million American Royal origination fee. Commissioner Bynum stated that at the subcommittee's last meeting on June 29, the following allocations were recommended:

Allocation Item	Amount
Abatement equipment (primarily for handling illegal dumping situations)	$82,500
Fiber expansion in three strategic corridors: Leavenworth Road, Parallel, and Fairfax area [Amount noted as part of total]	
Payment toward outstanding LISK loan on the downtown grocery	$526,800
Mini master plan for downtown KCK	$25,000
Design of a new golf clubhouse at Sunflower Hills	$250,000
Sister city program funding	$25,000
Temporary rubber speed bumps at Sixth and Central Avenue	$11,200
Sidewalk near T.A. Edison Elementary School	$40,000
Clerk's office outreach for tax credits and rebate program	$12,000
Total	**$1,472,500**

Commissioner Bynum made a motion to approve the resolution allocating the remaining $1,472,500 in American Royal funds as outlined above. The motion was seconded by Commissioner Hill.

Vote: Motion carries 10/0

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

Item No. 2 – PROCLAMATION: NATIONAL NIGHT OUT AGAINST CRIME DAY (Discussion Begins 08:05)

This item was read into the record of the meeting, and no commission action was required.

Item No. 3 – PROCLAMATION: WYANDOTTE COUNTY AS PURPLE HEART COUNTY (Discussion Begins 10:21)

This item was read into the record of the meeting, and no commission action was required.

Item No. 4 – PROVIDENCE YMCA/BALL FAMILY CENTER DAY (Discussion Begins 11:20)

This item was read into the record of the meeting, and no commission action was required.

Item No. 5 - REQUEST: HONORARY STREET NAME TO HONOR OFFICER HUNTER SIMONCIC (ADDED PER AGENDA UPDATE) (Discussion Begins 14:20)

Mayor Watson introduced Chief Oakman to make remarks and present the item. Chief Oakman informed the Commission that Officer Hunter Simoncic was killed on August 26 of the prior year at the intersection of State Avenue and Compass Boulevard. The Police Department, working with the community college, was requesting that the street be renamed in honor of Officer Simoncic. Chief Oakman noted that pending Commission approval, the celebration to honor the street unveiling was planned for August 26, which would be the one-year anniversary of Officer Simoncic's death.

Commissioner Davis made a motion to approve the honorary street naming. The motion was seconded by Commissioner Kump.

Vote: Motion carries 10/0

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

Consent Agenda: (Discussion Begins 16:36)

Item No. 1 – ORDINANCE: ORDINANCE RELATING TO OPERATION OF A MICRO UTILITY TRUCK

Item No. 2 – RESOLUTION: DEPARTMENT OF JUSTICE GRANT TO SUPPORT THE HEALTH DEPARTMENT'S PEER SUPPORT RECOVERY PROGRAM (2026-2029)

Item No. 3 – RESOLUTION: KANSAS FIGHTS ADDICTION (KFA) - PEER SUPPORT RECOVERY GRANT

Item No. 5 – RESOLUTIONS: APPROVAL OF FISCAL YEAR 2026 ANNUAL ACTION, AMENDMENTS TO 2025 ANNUAL PLAN AND DESIGNATION OF MT. CARMEL REDEVELOPMENT CORPORATION (SUBSTITUTING DOCUMENT PER AGENDA UPDATE)

Item No. 6 – APPOINTMENT: BOARDS AND COMMISSIONS

Item No. 7 – MINUTES

Item No. 8 – WEEKLY BUSINESS

Commissioner Davis made a motion to approve all the remaining items on the consent agenda except Item No. 7.4. The motion was seconded by Commissioner Howard.

Vote: Motion carries 10/0

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

Set Aside:

A request was made by Commissioner Davis to set aside Item No. 7.4. **(Discussion Begins 17:38)**

Item No. 4 – RESOLUTION: GRANT APPLICATION AND POLICY

Commissioner Ramirez, Chair of the Administration and Human Services Standing Committee, explained that item through his committee with the goal of improving the Unified Government's grant application process and overall grant policy. The item was voted on unanimously in committee.

Commissioner Davis made a motion to send the item back to the Administration and Human Services Committee to address non-matching requirements, personnel, and adherence to the strategic plan. The motion was seconded by Commissioner Howard.

Vote: Motion carries 10/0

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

Commissioner's Agenda:

Item No. 1 - TRAVEL REQUEST: COMMISSIONER BYNUM (Discussion Begins 37:43)

Commissioner Davis made a motion to approve the request. The motion was seconded by Commissioner Howard.

Vote: Motion carries 10/0

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

Item No. 2 - TRAVEL REQUEST: COMMISSIONER KUMP (Discussion Begins 38:26)

Commissioner Burns made a motion to approve the request. The motion was seconded by Commissioner Davis.

Vote: Motion carries 10/0

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

Item No. 3 - TRAVEL REQUEST: COMMISSIONER HOWARD (Discussion Begins 39:00)

Commissioner Bynum made a motion to approve the request. The motion was seconded by Commissioner Davis.

Vote: Motion carries 10/0

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

Item No. 4 - TRAVEL REQUEST: COMMISSIONER RAMIREZ (Discussion Begins 39:39)

Commissioner Bynum made a motion to approve the request. The motion was seconded by Commissioner Davis.

Vote: Motion carries 10/0

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

Standing Committee's Agenda:

Item No. 1 - CHARTER RESOLUTION: TO ABOLISH THE EXISTING WYANDOTTE COUNTY LIBRARY BOARD, RECREATE A NEW WYANDOTTE COUNTY LIBRARY BOARD, AND REPEALS CHARTER RESOLUTION NO. CR-01-99 (Discussion Begins 40:23)

Mayor Watson turned the matter over to Interim County Administrator Alan Howze for opening remarks and introduction of staff.

Administrator Howze explained that this item came before the Commission out of the Administration and Human Services Committee and involved significant discussion around the library board. He noted that the item relates to the City of Edwardsville establishing its own municipal library in their new city hall and the associated changes needed to accommodate that new library within the Wyandotte County Library System.

Presentations by Jeff Conway, UG Legal, and Aaron Morris, UG Legal:

Jeff Conway, UG Legal, provided background on the matter, explaining the following key points:

- The Wyandotte County Library Board is a slight misnomer, as it actually serves the so-called PET (Piper-Edwardsville-Turner) district, meaning only residents of that taxing area are subject to the library levy.
- A new state statute effective July 1 required that members of appointed taxing subdivisions must be residents of the taxing area in order to have a vote. As a result, the formerly 11-member library board was transformed into a six-member voting board with five members rendered non-voting as of July 1.
- The City of Edwardsville exercised its home rule powers to create its own municipal library as a department of the city. This resulted in three libraries now operating in Wyandotte County: the Kansas City, Kansas Public Library (affiliated with USD 500), the pre-existing Bonner Springs Library, and the new Edwardsville Library.
- Because Edwardsville did not want to be taxed twice — both within the Wyandotte County Library structure and through the new city library — they are withdrawing from the PET district, which will become the PT (Piper-Turner) district.
- Edwardsville requested $1.2 million from the library board to get its new library up and running. The library board agreed to provide $800,000. In exchange, Edwardsville agreed to remain in the PET district through the 2026 tax year.
- The library board as currently constituted was formed in 1999 and has not been revisited since that time. Because of Edwardsville's withdrawal, the existing board must be dissolved, and a new PT district board must be constituted.
- The Commission must decide on the appropriate size and structure of the new board.
- The effective date of the new board was set for November 1, 2026, at Edwardsville's request, to coincide with the new tax levy cycle.
- The mill levy for the 2027 budget cycle was decided by default, as the board was unable to achieve a quorum and, as a result, revenue neutral became the default.

Aaron Morris, UG Legal, presented five proposals for the composition of the new PT Wyandotte County Library Board, which were displayed for the Commission and public:

- **Proposal One (in the resolution as presented):** An 11-member board in which each member of the Board of Commissioners would have an appointment, all from within Piper or Turner to be voting members, and the Mayor would have a choice of appointing from either Piper or Turner.

- **Proposal Two:** A seven-member board. The two at-large commissioners would make appointments, along with any commissioner whose district overlaps with Piper or Turner (Districts 3, 5, 6, 7, and 8). This would result in four Turner representatives and three Piper representatives.
- **Proposal Three:** A seven-member board with the Mayor appointing from Piper or Turner, both at-large commissioners making appointments, Districts Five and Six making appointments, and both the Piper and Turner school districts making appointments.
- **Proposal Four:** A seven-member board with the Mayor appointing from Piper or Turner, both at-large commissioners appointing from Turner, District Five appointing from Piper, and Districts Three, Six, and Eight appointing from Turner.
- **Proposal Five:** Similar to Proposal Four but including District Seven with an appointment from Piper, and the Mayor receiving a second appointment (one voting, one non-voting only to break a tie) to maintain an odd number.

A map was displayed showing the overlap between commissioner districts and school district boundaries, noting that the maps do not align precisely.

Commissioner Kump made a motion to approve Proposal Two — a seven-member board comprised of all commissioners whose districts touch Piper or Turner. The motion was seconded by Commissioner Hill.

Vote: Motion fails 4/6

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

Commissioner Ramirez made a motion to approve Proposal Five with the Mayor providing two appointments — one voting and one non-voting — and including Commissioner Stites (District Seven) making an appointment, resulting in a nine-member board. Commissioner Ramirez rescinded his motion.

Commissioner Pacheco made a motion to approve Proposal Six — a modified version of Proposal Two adding a mayoral appointment for a Piper resident, resulting in an eight-member board with four Piper and four Turner voting representatives, including adoption of the resolution, with tiebreaker procedures to come back to the Commission at a future date. The motion was seconded by Commissioner Bynum.

Vote: Motion carries 8/2

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

<u>Administrator's Agenda:</u>

Item No. 1 - RESOLUTION: MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNITED FOOD & COMMERCIAL WORKERS (UFCW) UNION (Discussion Begins 1:47:56)

Mayor Watson introduced Item 11.1 and turned the matter over to Interim County Administrator Alan Howze. Administrator Howze described this item as the adoption of the United Food & Commercial Workers International Union (UFCW) contract, covering police dispatchers and call takers.

<u>Key terms:</u>

- Contract Term: Retroactive from January 2026 through December 2028
- Wage Increases: 4% in Year 1 (2026), 3% in Year 2 (2027), and 2% in Year 3 (2028)

Commissioner Davis made a motion to approve the resolution authorizing the MOU with the UFCW. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 10/0

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

Item No. 2 - PRESENTATION: 2025 ANNUAL CONSOLIDATED FINANCIAL REPORT (ACFR) (Discussion Begins 1:49:27)

Mayor Watson introduced Item 11.2 and turned the matter over to Interim County Administrator Alan Howze, who in turn introduced Dr. Shelley Kneuvean, Chief Financial Officer (CFO).

Dr. Kneuvean noted that the annual audit is an independent audit performed by an outside auditor, required by state law. She clarified the distinction between an audit, which looks backward at the last fiscal year (calendar year 2025), and a budget, which looks forward. Dr. Kneuvean introduced Jacob Holman, Partner with Forvis Mazars, as the primary account person on the engagement. The audit is available online under Finance > Accounting and Financial Reports on the UG website.

Presentation by Jacob Holman, Partner, Forvis Mazars:

Engagements performed:

1. Financial statement audit of the Unified Government's financial statements as of and for the year ended December 31, 2025.
2. Compliance-based audit of federal funds.
3. STAR Bond agreed-upon procedures over STAR bond expenditures.
4. Quarterly data analytic procedures over procurement cards, purchasing, and payroll.

Scorecard Highlights:

- Management was well prepared, professional, and courteous throughout the engagement.
- The audit team logged approximately 2,000 hours of work from fall 2025 through June 30, 2026.
- Financials were produced on time, dated June 30, 2026, meeting the best practice six-month window (compared to the statutory 12-month window).
- The Unified Government received a clean (unmodified) opinion — the highest level of opinion an organization can receive.

Financial Highlights:

- The General Fund ended the year with an unassigned fund balance of approximately $69 million, equating to approximately 3.7 months of revenue, consistent with the prior year ratio of 3.6 months.
- The audit covered three bases of accounting and a financial statement of over 200 pages.
- Approximately 15 to 20 material estimates were reviewed, with no management bias concerns identified.

Control Deficiencies:

- No material weaknesses were identified.
- No significant deficiencies were identified.
- One best-practice comment was noted regarding substantial interest (conflict of interest), recommending that it be performed on an annual basis by both governance and key members of management. The finance department was working with the legislative auditor to ensure a plan of action is in place.

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

Item No. 3 – BUDGET: CIP WORKSHOP (ADDING ADDITIONAL DOCUMENTS PER AGENDA UPDATE) (Discussion Begins 2:00:35)

Mayor Watson turned the matter over to Interim County Administrator Alan Howze for opening remarks and introduction of staff. Administrator Howze recognized the Finance team, including Finance Manager Pam Kahao, Deputy Director Debbie Jonscher, CFO Dr. Shelley Kneuvean, and Budget Director Reginald Lindsey and their teams.

Administrator Howze outlined the guiding principles of the 2027 Proposed Budget:

- Fiscal discipline as the cornerstone: The budget is structurally balanced on both the City and County sides.
- A 4% target for department expense growth was established and applied consistently across departments.
- Personnel constitutes approximately 75% of organizational expenses. The budget funds all union contracts and includes a 3% cost-of-living adjustment for non-union employees and fully funds the healthcare fund.
- Debt is used judiciously, limited to long-term physical assets, and capped at $10 million per Commission-approved debt policy.
- Maintenance is funded with cash rather than debt.
- A shift is begun to move personnel out of the Street and Highway Fund and the Public Safety and Infrastructure Special Sales Tax into the General Fund, to create dedicated capital funding sources.
- The budget begins to rebuild County fund balance and actively manages vacant positions.

Presentation by Budget Director Reginald Lindsey: (Discussion Begins 2:05:12)

Budget Director Lindsey explained that the budget process follows a three-phase model beginning in January, with Phase 3 — the current phase — involving the presentation of the proposed budget to the Commission and the opportunity for the Commission to review and make revisions before adoption.

Budget Director Lindsey presented the following key financial data:

2027 Proposed Budget Overview:

Fund	Proposed 2027	Prior 2026 Budget	Change
Total Budget	$551 million	$509 million	+$42M (~8%)
City General Fund	$205 million	$192 million	+$13M (~6%)
County General Fund	$103 million	$94 million	+$9M (~9%)

- Approximately two-thirds of revenues are derived from taxes.
- Approximately half of every dollar spent goes toward personnel.
- The City General Fund is structurally balanced for 2027 under the proposed budget.
- The County General Fund is projected to have a net positive fund balance change of approximately $215,000 for 2027 under the proposed budget.

Mill Rate Impact:

Scenario	City Resident	County Resident	Combined
Revenue-neutral (no additional mill)	+$44	+$43	+$87
With 1 mill increase (proposed)	+$68	+$67	+$135
Difference (cost of 1 mill increase)	+$24	+$24	+$48

(Based on a $200,000 home value.)

Budget Director Lindsey noted that over the past ten years, the Wyandotte County mill rate has been reduced by 2 mills (5% decrease) and the City of Kansas City, Kansas mill rate has been reduced by 4.7 mills (11% decrease).

Key Budget Items Presented by Interim County Administrator Howze: (Discussion Begins 2:17:31)

- All positions in departments are 100% funded, giving department heads the ability to fill all authorized positions and actively manage their personnel budgets.

- A director-level position was eliminated through the consolidation of Human Services and Aging, creating efficiency and redirecting funds toward direct services.
- Personnel is being shifted out of the Street and Highway Fund and the Public Safety and Infrastructure Special Sales Tax to create dedicated capital funding sources.
- COS Grant expiration: The police department will absorb the 12 grant-funded positions by filling existing vacant officer positions at $0 budgetary impact in 2027, though this will result in reduced capacity for additional functions beyond calls for service, such as community policing.
- Staffing for Adequate Fire and Emergency Response (SAFER) Grant expiration: The fire department faces a greater challenge. The projected 2028 impact was nearly $2 million. The 2027 budgeted impact is approximately $1 million, split between the City General Fund and the EMS Fund. The 2027 budget includes six new positions fully funded (two per shift) and additional overtime funds, keeping the department within the 4% growth target. Ongoing monitoring will be required through 2028.
- County Sheriff's Department: The budget funds seven of 20 previously unfrozen positions that were not included in the 2026 budget.
- Inmate contractual services costs continue to rise for medical, food, and other expenses and are addressed in the budget.
- Emergency Radio System: An investment is underway to replace backhaul equipment before the vendor's end-of-life deadline, protecting first responder communications.
- County reserves remain well below the Commission's established best-practice target of 25%. The proposed budget begins to rebuild County reserves.

Infrastructure and Neighborhood Improvements:

- Approximately $3.5 million for improvements to the fire station.
- $12.5 million in combined debt and cash (from Street and Highway and other funds) for streets, bridges, curbs, gutters, and alleyways.
- Funding begins for replacement of the warning siren system countywide.
- First responder radio project funding.
- Funding in the 2026 Amended Budget for repair and reopening of the Mill Street Bridge, which connects Armourdale to Central Avenue on 10th Street and has been closed for approximately three years.
- $1.2 million restarting the County Initiative for Funding Infrastructure (SCIFI) program, distributing funds from the County to the cities of Wyandotte County for infrastructure improvements at a dedicated 0.5-mill funding level.

- Sunflower Hills Municipal Golf Course Clubhouse Replacement: $10 million in general fund debt (to be repaid by golf course revenues), plus $1 million from tourism funds for additional elements such as the junior course building and restrooms. The golf course currently generates approximately 47,000 rounds of golf annually.
- Parkwood Pool replacement: $1 million from tourism funds plus $750,000 for grant matching, anticipated to cover the estimated $5–$6 million replacement cost.
- Combined Sewer Overflow (CSO) project: Ongoing work under federal consent decree. Planning underway to layer investments on top of underground infrastructure work to improve neighborhood appearance and create park-like amenities.

Community Services and Homelessness:

- The budget partially funds a Homeless Coordinator position at the UG for the first time, with the remainder funded through commitments from philanthropic partners.
- $230,000 for the cold weather shelter.
- Increased funding to Wyandotte Behavioral Health for mental health services, reflecting the first increase in their allocation in several years due to the maintained mill levy amount.

Organizational Performance:

- Fully funds negotiated wage increases and a 3% COLA for non-union employees.
- Funds healthcare.
- Includes a new performance management FTE to be placed in the budget office, focused on organizational (not personnel) performance measures, transparency, and accountability.
- Technology investments: 311 Contact Center Customer Database replacement (in 2026 Amended Budget); continued improvements to the online permitting system (Accela); Workday ERP enhancements; and replacement of the UG broadcast system.

Long-Term Fiscal Sustainability:

- Two new economic development positions focused on small business and deal-flow support (reallocations of existing vacancies, not net-new positions).
- New dedicated grants and development FTE focused on maximizing external funding opportunities.

- Repurposing of another vacant position into Intergovernmental Affairs to manage relationships with the 16 taxing entities, state legislators, federal representatives, and regional partners.
- **Motor Vehicle Transaction Fee:** The County budget proposes ending the County General Fund subsidy of DMV operations (approximately $1.3 million annually) by implementing a new $8 per transaction fee allowed under a new state law effective July 1, enabling full cost recovery of DMV services.
- **Priority-Based Budgeting:** Ongoing work to identify opportunities to shift activities outside of government, change billing practices (e.g., ambulance services billed to private insurance), and find cost recovery options that are not burdensome to residents.
- Potential Sales Tax Ballot Initiatives were discussed:
    A. **County health special sales tax:** 0.25% increments up to 1%, generating approximately $12 million annually at 0.25%, applicable to homeless services, indigent healthcare, mental health, and substance abuse.
    B. **City special purpose sales tax for parks:** Up to 0.375%, generating approximately $16 million annually, applicable to parks, community centers, pool replacement, splash pads, aquatics, golf course improvements, playground replacements, and neighborhood park improvements.

Budget Workshop Schedule:

- Budget workshops starting the following Monday, organized by standing committee and departments, 4:00–6:00 p.m.
- **August 20:** Budget workshop.
- **August 24:** Budget public hearing.
- **August 27:** Budget adoption (scheduled).

Comments & Discussion:

Commissioner Ramirez commended the budget as the most robust budget he had seen since joining the Commission, noting that it touches every part of the community. Commissioner Ramirez specifically highlighted the 311-system replacement, which he had advocated for, and expressed hope that the new system would allow the Unified Government to close the loop with citizens reporting issues. Commissioner Ramirez also noted that he believed this was the first time the City and County were both in the black, in the same budget year.

Commissioner Kump expressed excitement about the County Initiative Funding Infrastructure (CIFI) program receiving funding and noted he has been vocal about it. Commissioner Kump also expressed support for the Homeless Coordinator position and funding. He asked several clarifying questions:

- Confirmed that all budgeted positions — including currently vacant ones — are fully funded.
- Asked whether the Sunflower Hills Golf Course generates enough revenue to repay the proposed debt; Administrator Howze confirmed the expectation that golf course revenues will cover the majority of the debt, with potentially a year or two of transition where some backfill may be needed.
- Asked about the performance management program, confirming it is organizational (not personnel) performance management.
- Asked about the Intergovernmental Affairs position, confirming it is funded through a repurposed vacant position and focused on coordination and relationship management with other taxing entities, state legislators, and regional partners.
- Animal services are also public safety and make sure that is reflected in our budget."

Commissioner Pacheco commended the focus on workforce modernization and critical infrastructure. Commissioner Pacheco asked clarifying questions about frozen versus unfunded positions, with Administrator Howze explaining the shift away from the term "frozen" and toward 100% budgeted positions, empowering department heads to manage their own personnel budgets. Commissioner Pacheco also raised concern about the SAFER grant expiration in 2028, asking how the UG will manage the ongoing cost of personnel funded by that grant once it expires. Administrator Howze acknowledged the concern and confirmed that progress has been made but full resolution requires continued active management. Commissioner Pacheco also appreciated the focus on debt reduction, stating: "Every single time we have a chance to talk about it, I am going to say that it is very important for people to understand that we have a debt trajectory that is finally going in the right direction."

Commissioner Bynum expressed concern about the statement in the budget materials indicating that police would have less capacity to do additional functions outside of calls for service, such as community policing.

Commissioner Bynum stated on the record: I kind of want to just put some things on the record because this isn't my standing committee, and I know you're going to be doing some workshop work with Public Works and Safety. So, on the COPS grant side, police department will retain staff funded by cops by shifting grant personnel to existing funded vacant officer positions, and I think the next one means resulting in less capacity to do additional functions outside of calls for service, staffing requirements such as community policing. So, am I understanding what those bullet points are saying? We're going to shift grant-funded personnel to existing vacant slots, and that's going to cause us to be more focused on calls for service and less able to provide community policing type activities. I just want to make sure I understand that because community policing is one of the things that has contributed to what the chief said earlier, which is record losing crime, and I don't know why we would turn our focus away from that when it has been so effective for 30 years. The community relies on it a great deal. The relationships there are deeply meaningful, and I just want to be on record making that statement.

Commissioner Kump noted that a new grant application specifically targeting community policing officers would be on the agenda of the next Public Works and Safety Standing Committee meeting.

Commissioner Bynum stated on the record: The other thing I want to be on record making a statement regarding the public safety part of the budget is that I also stand in full support of animal services requesting a veterinarian and at least one vet check. This is a more efficient way to provide care for these animals in the animal services division than our current outsourcing of that. So, I just want to stand in support of that. We didn't hear anything about it, but I'm hoping that it's in this budget, and I don't, I don't know, but hopefully, Commissioner, at your committee, you'll be able to look more deeply at these items. So, I wanted to just say those two things out loud.

Commissioner Bynum stated on the record: The state's not going to share the cost with us of mandating that we do state motor vehicle work. So, they are not going to share the cost, but they did say, but if you want to charge more per transaction, we're good with that, and I'm not good with that. So, I just want to be on the record stating I get it, and it's 1.3 million dollars a year that it costs the county to run a state motor vehicle function. But I'm not good with the $8. Just on the record.

Commissioner Davis offered several comments and questions:

- Expressed clarification that transitioning COPS-funded officers to existing vacant positions does not directly cut community policing but may reduce capacity to fill additional vacancies with new officers.
- Agreed that this is the most comprehensive budget the Commission has received.

- Asked about and received confirmation that Neighborhood Resource Center (NRC) planning and zoning positions have been filled, including a new Zoning Planning Zoning Officer and a new Planning Tech hybrid plan review position.
- Requested investment consideration for Livable Neighborhoods positions, which were previously cut. Administrator Howze indicated conversations are underway.
- Noted the BPU PILOT reduction is not included in this proposed budget.
- Requested that administration provide scenarios showing the cause-and-effect of different revenue levers (e.g., not implementing the $8 fee, not reducing the BPU PILOT).
- Expressed strong support for Economic Development positions, specifically suggesting that the position could also assist with strategies for responsibly disposing of unwanted UG property (non-Land Bank UG assets).
- Asked whether additional investments are included for senior programming and youth programming identified as high need in the community survey; confirmed no specific new investments were included and encouraged alignment with the community survey.
- Echoed support for veterinarian and vet tech investments in Animal Services.
- Noted that illegal dumping enforcement — investigations into who is dumping, rather than only cleanups — would be desirable and requested that the approach be reinforced using the investments already made through cameras and American Royal funds.
- Expressed interest in a firm being hired to assist with damage claims (outsourcing pursuit of insurance companies for damage to UG property).
- Supported the sales tax discussion but suggested that infrastructure, not just parks, should be considered in a potential sales tax ballot initiative, noting that infrastructure needs exist across all eight districts and parks are more concentrated on the east side.

Commissioner Hill thanked staff for the hard work on the budget. Commissioner Hill asked whether the budget includes the Willa Gill Center move.

Administrator Howze confirmed that $4 million remains available for the Willa Gill move ($2 million from Cerner funding, $2 million from American Rescue Plan Act (ARPA), but that the proposed budget does not include additional capital or operating funds for this purpose.

Commissioner Hill also confirmed the Homeless Coordinator position is funded in the 2026 Amended Budget for the earliest possible start. Commissioner Hill asked about where the performance management position would be housed and received confirmation that it is likely to be placed in the Budget office.

Commissioner Ramirez noted that the Administration and Human Services Standing Committee would discuss sales tax initiatives at its August 17 meeting and invited community members to tune in.

Mayor Watson offered the following comments:

- Raised questions about the Long-Range Forecast (Slide 8) for the City General Fund, noting a discrepancy between the deficit under the current mill rate ($578,000 in the 2026 Amended Budget) versus the deficit under the proposed mill rate ($3 million in the 2026 Amended Budget with the proposed increase) and requested clarification in a budget workshop.
- Asked whether the forecasted deficits on Slide 9 were consistent with what was projected in prior budgets and requested a deeper explanation of whether the organization is spending more than budgeted or simply holding to budget while still running deficits.
- Requested that the Commission be shown a total estimated tax impact across all taxing entities (not just UG), noting that many of the 16 taxing entities are also increasing at revenue-neutral levels, and that residents need to understand the cumulative impact.
- Requested greater specificity in infrastructure investments, particularly for the northeast area, noting issues with remediation, 4,000 land bank properties, and a missing tax base in that area.
- On the Sunflower Hills Clubhouse, Mayor Watson stated she does not disagree with the investment but wants a clear return on investment (ROI) analysis before committing $10 million in debt, noting the clubhouse is barely breaking even and that the dollars could alternatively be used for infrastructure. She stated that these are public dollars that we're using, and we need to know what the return on investment is going to be before we spend that kind of money and go into debt over it.
- Requested greater specificity around housing as a strategy for growing the tax base, including specific corridors, dollar goals, and percentage growth targets.
- Asked whether there are established goals for future potential revenue streams and whether a cost analysis has been done on areas where the UG is not charging enough.
- Expressed a preference for raising fees over raising the mill rate, noting that fees affect only those who use specific services, whereas mill rate increases affect all property owners.
- Expressed strong support for sales tax ballot initiatives as preferable to mill increases, given the compounding burden of multiple taxing entities.

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

Adjournment: **(Discussion Begins 3:41:55)**

Commissioner Ramirez moved to adjourn the meeting. The motion was seconded by Commissioner Howard.

Vote: Motion carries 10/0

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

MAYOR WATSON

ADJOURNED THE MEETING AT 9:13 P.M.

August 6, 2026

____

Monica L. Sparks, CMC

Unified Government Clerk

ML

CONSENT AGENDA NO. _____

Unified Government Clerk's Office

Monica Sparks, CMC
Unified Government Clerk

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

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

Memorandum

To: Alan Howze
Interim County Administrator

From: Monica L. Sparks
UG Clerk

Date: August 20, 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 August 14, 2026 – August 20, 2026

1. **CLAIMS:**
    - Jorge Arellano, Kansas City, KS, alleging personal injury on 06/04/2026.
    - Drew Dieterich, Louisburg, KS, alleging personal injury on 06/01/2026.

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

2. **SUMMONS:**
    - Reginald Davis v. Unified Government of Wyandotte County/Kansas City, Case No. WY2026-CV-000606.

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

3. **TRAVEL REQUESTS:**
    - Andrew Alvey, Kansas, Police Department/Special Operations Unit, travel to Johnston, IA, from 09/20/2026 through 09/25/2026, to attend Advanced Swat Instruction, Employee Training and Travel.
    - Vincent Billaci, Angel Ferrara, and Matthew Zayas, Parks & Recreation, travel to Philadelphia, PA, from 09/27/2026 through 10/01/2026, to attend NRPA Conference, covered by Employee Training and Travel.
    - Samantha R. Merritt, PW/Fleet, travel to Houston, TX, from 08/29/2026 through 09/02/2026, to attend 2026 Public Works Expo (PWX), covered by Employee Training and Travel.
    - Matthew Salas and Matthew Stark, Public Works/Streets Division, travel to Junction City, KS, from 09/14/2026 through 09/17/2026, to attend 24 Hour Household Hazardous Waste Training, covered by Employee Training and Travel.

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

4. **BUSINESS BONDS:**
    - Electrical Bonds:
        - Current Electric
        - Double S Electric INC
        - Good Energy Solutions, Inc.
        - Guardian Electric, LLC
        - Indiana Industrial Services LLC
        - Jamie Farmer DBA Valoa Solar LLC
        - Kelly Electric

- Morse-Electric, LLC
- TEPDB OpCo, LLC
- Velocity Electric and Automation, LLC
- Viking Electric KC, Kansas City, KS
- Whatever It Takes Electrical Contractors LLC
- Will Power Energy Services Entity 1 LLC

- Mechanical/HVAC Bonds:
  - Kurt Klebba
  - SGI
  - TDR Heating and Cooling
  - Team Kline
  - Thermal Services, Inc. dba Santa Fe Air Conditioning
- Plumber's Bonds:
  - Allen Plumbing
  - Higgins Sewer & Drain LLC
  - Numer Plumbing, LLC
  - Pro Design Contractors, LLC
  - Russell Broom Plumbing LLC
  - Talbot Plumbing, LLC
  - True Blue Trades LLC

Action: Referred to License.

5. APPLICATIONS FOR LIQ. TEMP. LIC.:

- Hickory Union Moto LLC, Brett Epp, event name: SMTB, Hickory Union Moto, 10 S James St, Kansas City, KS 66118. This temporary permit is for 09/22/2026 from 6:00 p.m. until 1:00 a.m.
- Hickory Union Moto LLC, Brett Epp, event name: Foul Play Fest, Hickory Union Moto, 10 S James St, Kansas City, KS 66118. This temporary permit is for 10/03/2026 from 11:00 a.m. until 1:00 a.m.
- Hickory Union Moto LLC, Brett Epp, event name: End of Season Showcase, Hickory Union Moto, 10 S James St, Kansas City, KS 66118. This temporary permit is for 10/24/2026 from 5:00 p.m. until 1:00 a.m.

Action: Referred to License.

Office of the Mayor/CEO
Christal E. Watson

701 North 7th St., Suite 926
Kansas City, Kansas 66101

Phone: (913) 573-5010
MayorWatson@WyCoKCK.org

NOTICE OF PENDING APPOINTMENT

Date: September 10, 2026

Board Position: REACH Healthcare Foundation's Board of Directors

Incumbent Replaced: Deryl Wynn

Appointing Commission: Mayor Christal E. Watson

REQUEST FOR APPOINTMENT

Name of New Appointment: Jackie Loya-Torres

Term of Office: 06/01/2026 through 05/31/2029

Signature of Appointing Commission Member

Tracking ID: 21918

Report to
Board of Commissioners

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

AGENDA ITEM #10.1.
RESOLUTION: APPROVE ASSIGNMENT AND ASSUMPTION OF INDUSTRIAL REVENUE BONDS FOR VILLAGE WEST APARTMENTS III
BACKGROUND
A resolution consenting to the Assignment and Assumption of Lease Agreements and bond documents in connection with the NorthPoint/Village West Apartments Project Industrial Revenue Bonds to Sherman Residential.
RECOMMENDATION
Approve
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
LEGAL/ POLICY CONSIDERATIONS
ATTACHMENTS
Resolution - IRB Assignment - NP Village West III (UG), Assignment and Assumption Agreement - NP Village West III (UG)

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-___-26

A RESOLUTION CONSENTING TO THE DELIVERY OF AN ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS, RELATED BOND DOCUMENTS, AND DEVELOPMENT AGREEMENT IN CONNECTION WITH THE $45,700,000 AGGREGATE PRINCIPAL AMOUNT OF TAXABLE INDUSTRIAL REVENUE BONDS (NP VILLAGE WEST III, LLC PROJECT), SERIES 2024.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the Unified Government and Village West Apartments III, LLC, a Kansas limited liability company ("VWA III") entered into a Development Agreement for Village West Apartments III dated as of February 27, 2020, amended pursuant to that certain First Amendment to Development Agreement for Village West Apartments III dated as of September 30, 2021, and assigned to NP Village West III, LLC, a Delaware limited liability company (the "Assignor") by VWA III pursuant to that certain Assignment and Assumption of Development Agreement for Village West Apartments III dated as of October 5, 2022 (collectively, the "Development Agreement") pertaining to the design, construction, completion and operation of commercial multifamily facilities generally located at 11403 Parallel Parkway (Building 1), 11405 Parallel Parkway (Building 2), 11407 Parallel Parkway (Building 3), and 11409 Parallel Parkway (Building 4) in Kansas City, Wyandotte County, Kansas (collectively, the "Project"); and

WHEREAS, the Unified Government has issued its Taxable Industrial Revenue Bonds (NP Village West III, LLC Project), Series 2024, in the aggregate maximum principal amount of $45,700,000 (the "Bonds"), pursuant to a Trust Indenture dated as of December 1, 2024, by and between the Unified Government and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, constructing, installing, furnishing and equipping the Project; and

WHEREAS, the Unified Government base leases the Project from Assignor pursuant to a Base Lease Agreement dated as of December 1, 2024 (the "Base Lease Agreement") between the Assignor and the Unified Government, and leases the Project to Assignor pursuant to a Lease Agreement dated as of December 1, 2024 (the "Lease Agreement"), by and between the Unified Government and Assignor; and

WHEREAS, the Unified Government and Assignor have entered into a Performance Agreement dated as of December 1, 2024 (the "Performance Agreement"); and

WHEREAS, the Unified Government, the Trustee, and Assignor have entered into various other documents relating to the Bonds (collectively, the "Other Bond Documents"), a complete set of which are contained in the Transcript of proceedings relating to the issuance of the Bonds; and

WHEREAS, Assignor is selling all of its right, title and interest in the Project to BES Aspire, LLC, a Delaware limited liability company (including any related entities or affiliates thereof, the "Assignee") and assigning its interest in the Development Agreement, the Bonds, the Base Lease Agreement, the Lease Agreement, the Performance Agreement, and the Other Bond Documents to Assignee pursuant to an Assignment and Assumption of Lease Agreements, Related Bond Documents, and Development Agreement among Assignor, Assignee, and the Unified Government (the "Assignment and Assumption Agreement"); and

WHEREAS, the Unified Government desires to authorize the execution and delivery of the Assignment and Assumption Agreement and to consent to the assignment provided for therein.

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

Section 1. Approval of Assignment and Assumption Agreement. The Governing Body of the Unified Government hereby approves the Assignment and Assumption Agreement in substantially the form presented to and reviewed by the Unified Government at this meeting (copies of which shall be filed in the records of the Unified Government), and unconditionally consents to the assignment provided for therein. The Mayor/CEO (or, in the Mayor/CEO's absence, the acting Mayor/CEO) is hereby authorized to execute and deliver such document with such changes therein as shall be approved by the officials of the Unified Government executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the Unified Government's approval thereof.

Section 2. Further Authority. The Mayor/CEO is hereby authorized and directed to execute and deliver the Assignment and Assumption Agreement in substantially the same form as presented to the Governing Body on this date, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the Unified Government) for and on behalf of and as the act and deed of the Unified Government. The Unified Government Clerk is hereby authorized and directed to attest to and affix the seal of the Unified Government to the aforementioned document and 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 take effect and be in full force and effect from and after its adoption by the Governing Body of the Unified Government.

[Balance of page intentionally left blank]

ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this __ day of __________, 2026.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:______________________________
Christal Watson, Mayor/CEO

[SEAL]

ATTEST:

____
Monica Sparks, Unified Government Clerk

(Space above reserved for Register of Deeds certification)

1. Title of Document: Assignment and Assumption of Lease Agreements, Related Bond Documents, and Development Agreement

2. Date of Document: ________________ __, 2026

3. Assignor: NP VILLAGE WEST III, LLC, a Delaware limited liability company

4. Assignee: [BES ASPIRE LLC], a [__________] limited liability company

5. Statutory Mailing Addresses:

NP Village West III, LLC 3315 N. Oak Trafficway Kansas City, MO 64116	[BES ASPIRE LLC], ________________________ ________________________

6. Reference and Book Pages: 2022R-15535
2022R-15546
2024R-14742
2024R-14743

7. Legal Description: See attached **Exhibit A**

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS, RELATED BOND DOCUMENTS, AND DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS, RELATED BOND DOCUMENTS, AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of ___________, 2026 (the "Effective Date"), among NP VILLAGE WEST III, LLC, a Delaware limited liability company (the "Assignor"), [BES Aspire LLC], a [__________] limited liability company (the "Assignee"), whose notice address is [____], and the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas (the "UG"). Capitalized terms not defined herein have the meaning set forth in the IRB Documents (as defined below).

Recitals:

A. The UG has previously issued its Taxable Industrial Revenue Bonds (NP Village West III, LLC Project), Series 2024, in the aggregate maximum principal amount of $45,700,000 (the "Bonds"), pursuant to a Trust Indenture dated as of December 1, 2024, between the UG and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring real property and acquiring, constructing, installing and equipping commercial multifamily facilities generally located at 11403 Parallel Parkway (Building 1), 11405 Parallel Parkway (Building 2), 11407 Parallel Parkway (Building 3), and 11409 Parallel Parkway (Building 4), all in Kansas City, Wyandotte County, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "Project").

B. The Assignor has leased the Project to the UG pursuant to a Base Lease Agreement dated as of December 1, 2024 (the "Base Lease Agreement") between the Assignor and the UG, which Base Lease Agreement is evidenced by a Memorandum of Base Lease Agreement dated as of December 1, 2024 and recorded with the Register of Deeds of Wyandotte County, Kansas on December 4, 2024 as Document No. 2024R-14742.

C. The UG leased the Project back to the Assignor pursuant to a Lease Agreement dated as of December 1, 2024 (the "Lease Agreement"), between the Assignor and the UG, which Lease Agreement is evidenced by a Memorandum of Lease Agreement dated December 1, 2024 and recorded with the Register of Deeds of Wyandotte County, Kansas on December 4, 2024 as Document No. 2024R-14743.

D. The UG and the Assignor have entered into a Performance Agreement dated as of December 1, 2024 (the "Performance Agreement") whereby the parties set forth the terms relating to tax abatement for the Project.

E. The Assignor, the UG and the Trustee entered into various other documents relating to the Bonds (the "Other Bond Documents" and collectively with the Base Lease Agreement, Lease Agreement, and Performance Agreement, the "IRB Documents"), a complete set of which is contained in the Transcript of Proceedings Authorizing the Issuance of Not to Exceed $45,700,000 (Aggregate Maximum Principal Amount) Taxable Industrial Revenue Bonds (NP

Village West III, LLC Project) Series 2024, of the UG (collectively, including any documents supplementing or amending such documents, the "Transcript").

F. The UG and Village West Apartments III, LLC, a Kansas limited liability company ("VWA III"), entered into the Development Agreement for Village West Apartments III dated as of February 27, 2020, amended pursuant to that certain First Amendment to Development Agreement for Village West Apartments III dated as of September 30, 2021, and assigned to the Assignor by VWA III pursuant to that certain Assignment and Assumption of Development Agreement for Village West Apartments III dated as of October 5, 2022 and recorded with the Register of Deeds of Wyandotte County, Kansas on October 7, 2022 as Document No. 2022R-15546 (collectively, as may be further amended and supplemented, the "Development Agreement") setting forth further terms of the Project.

G. The Assignor desires to sell all of its right, title and interest in the Project and the Property (as hereinafter defined) to the Assignee, and to assign and to transfer to the Assignee all of the Assignor's right, title and interest in the IRB Documents and the Development Agreement.

H. The Assignee desires to accept such assignment, and to assume and be subject to all of the terms, covenants and conditions of the IRB Documents and Development Agreement on the part of the Assignor to be performed and observed thereunder.

Agreement:

NOW, THEREFORE, the parties hereto, intending to be legally bound, mutually agree as follows:

1. Representation. Assignor represents that by the hereinbelow assignment, Assignor has conveyed to Assignee its entire remaining interest in the Project as of the Effective Date, including the buildings, structures, improvements, fixtures, machinery, and equipment situated on the real estate described on **Exhibit A** (the "Real Estate") and all additions, alterations, modifications, and improvements thereof (referred to herein collectively with the Real Estate as the "Property").

2. Assignment. As of the Effective Date, the Assignor does hereby grant, assign, sell, convey and set over unto the Assignee the following (collectively, the "Assigned Interests"):

(a) all of the Assignor's remaining rights, duties, interests and obligations under the IRB Documents;

(b) all of the Assignor's remaining rights, duties, interests and obligations under the Development Agreement; and

(c) all of the Assignor's remaining rights and interest in the Bonds.

3. **Assumption.** The Assignee does hereby accept the assignment of the Assigned Interests as of the Effective Date. Assignee hereby assumes and agrees to perform, observe and discharge all of the obligations, terms, covenants and conditions to be performed or observed by

the Assignor under the IRB Documents and Development Agreement on or after the Effective Date, including, but not limited to, the obligation to pay rent, additional rent and any other charges payable thereunder.

4. **Conditions Precedent to Assignment.** Pursuant to Section 13.1 of the Lease Agreement, Article IV of the Performance Agreement, and Section 7.13 of the Development Agreement, the Assignor and the Assignee agree that all conditions precedent to the assignment have been satisfied. Further, the Assignor, in its capacity as Bondowner, hereby consents to the foregoing assignment.

5. **No Event of Default; Release.** The UG acknowledges and agrees that, to the UG's actual knowledge (without any duty of inquiry), there has been no event of non-compliance or Event of Default (as defined and/or described in the IRB Documents or Development Agreement) under the terms of the IRB Documents or Development Agreement, and no conditions currently exist that with the giving of notice and/or the passage of time would result in an Event of Default. The UG acknowledges the assignment of the IRB Documents and Development Agreement from the Assignor to the Assignee and hereby releases the Assignor from all liability under such documents occurring on and after the Effective Date.

6. **Trustee Acknowledgment.** By its signature below the Trustee acknowledges that the Bond has been fully drawn, has not been prepaid, and it has not been notified of any prior pledge or assignment thereof that is not to be released upon the Effective Date. All fees and expenses of the Trustee under the Bond Documents due and payable through the Effective Date have been paid.

7. **Notice Address.** The Assignee represents that the notice address of the Assignee for purposes of the Base Lease Agreement, the Lease Agreement, Performance Agreement, Other Bond Documents, and Development Agreement is:

[BES Aspire LLC]
c/o BES Acquisitions, LLC
400 Skokie Blvd, Suite 200
Northbrook, Illinois 60062

8. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

9. **Receipt of Transcript; Delivery of Insurance Certificates.** The Assignee hereby represents that it has received and reviewed a complete copy of the Transcript and has delivered to the UG and Trustee evidence of insurance as required under Section 7.1 of the Lease Agreement.

10. **Recording.** The Assignee shall submit this Agreement for recording at its own cost in the official records of Wyandotte County, Kansas on or about the date hereof.

11. **Further Assurances; Cooperation.** The parties agree to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate the intent of this Agreement.

12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas and each party agrees to jurisdiction and venue in said state and the federal and state courts located in such state.

13. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, or by the parties on separate counterpart signature pages, all of which shall constitute one and the same instrument.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR:

NP VILLAGE WEST III, LLC,
a Delaware limited liability company,

By: NP Village West Venture, LLC, its Sole Member

By: NPD Management, LLC, its Manager

By:____________________________________
Nathaniel Hagedorn, Manager

STATE OF ____________)
) SS.
COUNTY OF ___________)

This instrument was acknowledged before me on the ___ day of _________, 2026, by Nathaniel Hagedorn, Manager of NPD Management, LLC, Manager of NP Village West Venture, LLC, the Sole Member of NP Village West III, LLC, a Delaware limited liability company, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

[SEAL]

____
Notary Public

My Commission Expires: ________________

ASSIGNEE:

[BES ASPIRE LLC]
a [__________] limited liability company

By: ___________________________
Name: _______________________________
Title: ________________________________

STATE OF ____________)
) SS.
COUNTY OF ____________)

This instrument was acknowledged before me on the ___ day of _________, 2026, by _____________________, the _______________ of **[BES ASPIRE LLC]**, a [__________] limited liability company, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

[SEAL]

____
Notary Public

My commission expires __________________

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ___________________________________
Name: Christal Watson
Title: Mayor/CEO

(SEAL)

ATTEST:

____
Name: Monica Sparks
Title: Unified Government Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

BE IT REMEMBERED, that on this ____ day of _______________, 2026, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Christal Watson, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a legally constituted political subdivision organized and existing under the laws of the State of Kansas as a consolidated city-county, having all the powers, functions and duties of a county and a city of the first class, and Monica Sparks, Unified Government Clerk of said political subdivision, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said political subdivision, and such persons duly acknowledged the execution of the same to be the act and deed of said political subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL] ____________________________________
Notary Public

My commission expires _______________.

ACKNOWLEDGMENT OF TRUSTEE

BOKF, N.A., as trustee, hereby acknowledges the execution and delivery of this Assignment and Assumption of Lease Agreements, Related Bond Documents, and Development Agreement dated as of the date first set forth above, among NP VILLAGE WEST III, LLC, [BES ASPIRE LLC] and the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS.

BOKF, N.A.,
as Trustee

By:________________________________
Name: _____________________________
Title: ______________________________

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

BE IT REMEMBERED, that on this ____ day of ________________, 2026, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _______________ _____________, ________________ of BOKF, N.A., who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said bank, and such officer duly acknowledged the execution of the same to be the act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

____
Notary Public

[SEAL]
My commission expires: ___________________.

EXHIBIT A

DESCRIPTION OF THE PROJECT

All buildings, improvements, equipment, furnishings and machinery owned or leased by the Company and paid for in whole or in part with the proceeds of the Bonds and located or to be located on the following property:

LEGAL DESCRIPTION

Lot 1 and Tract A, Parallel Apartments, a subdivision in the City of Kansas City, Wyandotte County, Kansas.

Tracking ID: 21910

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Sutton, Land Bank Manager mjsutton@wycokck.org X5749	Land Bank Approvals

AGENDA ITEM #12.1.
LAND BANK PROPERTY TRANSFERS

BACKGROUND

The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.
Please visit the site to review the applications below.

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

8 Property Transfers

*On August 31, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

FC Memo Land Bank Property Transfers 09.17.26 No Opposition (1)

Approved by Mayor/Administrator to add to agenda.

Wyandotte County Land Bank

Economic Development Department

Michael Sutton, Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5472
Fax: (913) 573-5745
Email: mjsutton@wycokck.org

MEMORANDUM

TO: Full Commission

FROM: Michael Sutton, Land Bank Manager

DATE: September 2, 2026

SUBJECT: **Land Bank Property Transfers - No Opposition (Grouped for Approval)**

This item includes all Land Bank applications that have been reviewed by staff and shared with neighborhood groups, and for which no opposition or concerns have been received. These applications will be grouped together and presented as a single agenda item for approval. Commissioners will have the opportunity to request that any application be removed from this item and discussed separately, if needed.

Please visit the site to review the applications below https://gisapp.wycokck.org/Landbank.html

Item	Name	Type	Address	Parcel
PT 1	Juan Silva Cisneros	Garden	3115 N 23RD ST	124635
PT 2	Melissa Jimenez Mejia	Yard Extension	23 S 18TH ST	103737
PT 3	Migdalia Salazar	Garden	2900 BROWN AVE	164937
PT 4	John Gawith	Yard Extension	5204 MIAMI	053052
PT 5	Jose Antonio Gutierrez-Hernandez	Yard Extension	1846 N 26TH ST	075508
PT 6	Heather Knearem	Yard Extension	332 N 34TH ST	056656
PT 7	Kaw Roofing & Sheet Metal, Inc	Yard Extension	2115 N 13TH ST	157211
PT 8	LaWanda Newtown-Henderson	Yard Extension	2003 S 98TH ST	939818
PT 9	Rosalba Carrillo	Yard Extension	244 SANTA FE RD	960422
PT 12	Gabriel Cruz Avila	Yard Extension	1926 N 25TH ST	208314
PT 13	Nicolas Menjivar	Yard Extension	3551 FREEMAN AVE	064034

PT 14	Alan Gordon	Donation	6140 FREEMAN AVE	004300

Tracking ID: 21911

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Sutton, Land Bank Manager mjsutton@wycokck.org X5749	Land Bank Approvals

AGENDA ITEM #12.2.
LAND BANK OPTIONS

BACKGROUND
The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration. Please visit the site to review the applications below. https://gisapp.wycokck.org/Landbank.html 22 Single Family Homes 1 Multi-Family 3 Gardens *On August 31, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

RECOMMENDATION
Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS
FC Memo Land Bank Options 09.17.26_No Opposition (1)

Approved by Mayor/Administrator to add to agenda.

Wyandotte County Land Bank

Economic Development Department

Michael Sutton, Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5472
Fax: (913) 573-5745
Email: mjsutton@wycokck.org

M E M O R A N D U M

TO: Full Commission

FROM: Michael Sutton, Land Bank Manager

DATE: September 2, 2026

SUBJECT: **Land Bank Options - No Opposition (Grouped for Approval)**

This item includes all Land Bank applications that have been reviewed by staff and shared with neighborhood groups, and for which no opposition or concerns have been received. These applications will be grouped together and presented as a single agenda item for approval. Commissioners will have the opportunity to request that any application be removed from this item and discussed separately, if needed.

Please visit the site to review the applications below
https://gisapp.wycokck.org/Landbank.html

Item #	Name	Type	Address	Parcel
A 1	Weston Sparks	Single Family Home	711 RUBY DR	904925
A 2	Andre Johnson	Single Family Home	2811 HIAWATHA ST	158735
A 3	LaFrances Nyakatura	Single Family Home	6236 FREEMAN AVE	004311
A 4	Mary Niedens	Single Family Home	1854 S EARLY ST	155051
A 5	Total Remodeling LLC	Single Family Home	3051 N 31ST ST	099261
			3047 N 31ST ST	099260
			3059 N 31ST ST	099262
			3063 N 31ST ST	099263
			3065 N 31ST ST	099264
			3042 N 30TH ST	099259
A 6	Byron Smith	Single Family Home	1212 N 63RD TER	016115
A 7	Emilio Garcia	Single Family Home	1852 S EARLY ST	155050
A 8	T&M General Construction LLC	Single Family Home	1016 GRANDVIEW BLVD	080560
			1024 GRANDVIEW BLVD	080559

Item #	Name	Type	Address	Parcel
			1026 GRANDVIEW BLVD	080558
			1030 GRANDVIEW BLVD	080557
			1221 BARNETT AVE	080970
A 9	Strong Tower Concepts, LLC	Single Family Home	2712 N 5TH ST	095823
			2710 N 5TH ST	095824
			2714 N 5TH ST	095822
			2800 N 5TH ST	095819
			2801 N 5TH ST	095809
			2803 N 5TH ST	095810
A10	Strong Tower Concepts, LLC	Single Family Homes	2503 N HALLOCK ST	094941
			2508 N HALLOCK ST	109629
			2418 N HALLOCK ST	109628
			2508 N 5TH ST	094920
B 1	Pillar KC	Multi-Family	2831 GLENROSE LN	130504
			2825 GLENROSE LN	130503
			2819 GLENROSE LN	130502
			2813 GLENROSE LN	130501

Tracking ID: 21912

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Sutton, Land Bank Manager mjsutton@wycokck.org X5749	Land Bank Approvals

AGENDA ITEM #12.3.
LAND BANK EXTENSION REQUEST
BACKGROUND
The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration. Please visit the site to review the applications below. https://gisapp.wycokck.org/Landbank.html 1 Option Agreement Extension *On August 31, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*
RECOMMENDATION
Approve
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
LEGAL/ POLICY CONSIDERATIONS
ATTACHMENTS
FC Memo Land Bank Extension Request 09.17.26 (1)

Approved by Mayor/Administrator to add to agenda.

Wyandotte County Land Bank

Economic Development Department

Michael Sutton, Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5472
Fax: (913) 573-5745
Email: mjsutton@wycokck.org

M E M O R A N D U M

TO: Full Commission

FROM: Michael Sutton, Land Bank Manager

DATE: September 2, 2026

SUBJECT: **Land Bank Extension Request**

This item includes all Land Bank applications that have requested an additional extension on their option agreement. Per Land Bank policy, any additional extension beyond two years must be approved by the Land Bank Board of Trustees.

Please visit the site to review the applications below https://gisapp.wycokck.org/Landbank.html

Item	Name	Type	Address	Parcel
X 1	Josh Waits	Single Family Home	1830 S 10TH ST	127604