

**SEPTEMBER 26, 2019 UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS MEETING
ORDER OF BUSINESS
MEETING TO CONVENE AT 7:00 PM**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION GIVEN BY SISTER THERESE BANGERT, OUR LADY AND ST. ROSE CATHOLIC CHURCH**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO THURSDAY, SEPTEMBER 26, 2019 AGENDA**
- VI. CLERK'S STATEMENT**
(Anyone wishing to speak about a particular item on the Consent Agenda must notify the Mayor when he asks if there are any "set-asides" on the Consent Agenda. Your item will then be discussed and voted on separately. All remaining items on the Consent Agenda are viewed as a single group and voted on with one vote.)
- VII. PLANNING AND ZONING CONSENT AGENDA**
- VIII. PLANNING AND ZONING NON-CONSENT AGENDA**
- IX. MAYOR'S AGENDA**
- X. REGULAR CONSENT AGENDA**
- XI. PUBLIC HEARING AGENDA**
- XII. STANDING COMMITTEES' AGENDA**
- XIII. ADMINISTRATOR'S AGENDA**
- XIV. COMMISSIONERS' AGENDA**
- XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA**
- XVI. PUBLIC ANNOUNCEMENTS**
- XVII. ADJOURN**

SERGEANT-AT-ARMS: CAPTAIN RONALD SCHUMAKER

PLANNING AND ZONING AGENDA

VII. PLANNING AND ZONING CONSENT AGENDA

A. CHANGE OF ZONE APPLICATIONS

1. **#3197 - GERALD ST. PETER WITH DAPS, LLC**

Synopsis: Change of Zone from A-G Agriculture District to R-1 Single Family District for a single-family residential subdivision at 10525 Nelson Lane, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL**)

Tracking #: 19952

2. **#3198 - ORACIO PEREZ**

Synopsis: Change of Zone from R-1(B) Single Family District to A-G Agriculture District for accessory structures and animals at 3605 Bell Crossing Drive, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL**)

Tracking #: 19953

3. **#3202 - F. PETER KOVAC**

Synopsis: Change of Zone from R-1 Single Family District to A-G Agriculture District to raise cattle at 4251 North 60th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL**)

Tracking #: 19954

4. **#3203 - SUMEY MOHAMAMDRABIE WITH MY THREE S LLC**

Synopsis: Change of Zone from R-1 Single Family District to R-2(B) Two Family District for continuation of a duplex at 1028 Sandusky Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL**)

Tracking #: 19955

5. **#3204 - ELIOT ARNOLD WITH BEACHWOOD HOLDINGS, LLC**

Synopsis: Change of Zone from R-1(B) Single Family District to R-2(B) Two Family District for a multi-family development at 3002, 3004 and 3014 West 43rd Street and 4225 Mission Road, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL**)

Tracking #: 19956

B. SPECIAL USE PERMIT APPLICATIONS

1. **#SP-2019-50 - LOYD A. CLAY**

Synopsis: Special Use Permit for the Temporary Use of Land to park salt plow trucks when not in use at 7852 Leavenworth Road, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 1 YEAR**)

Tracking #: 19957

2. #SP-2019-82 - PRABHJOT SINGH PADDA WITH MSS FREIGHT SERVICES LLC

Synopsis: Special Use Permit for the Temporary Use of Land for an inspection and light maintenance facility at 451 South 14th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 2 YEARS**)

Tracking #: 19958

3. #SP-2019-87 - NIKOLE HENSON

Synopsis: Special Use Permit for a car dealership with automotive repair, auto detailing and auto stereo installation at 1830 Quindaro Boulevard, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 2 YEARS**)

Tracking #: 19959

4. #SP-2019-95 - DAN SPENCER WITH CZ-USA

Synopsis: Renewal of a Special Use Permit (#SP-2017-53 - expires 10/26/2019) for office space, assembly space and test firing range at 3327 North 7th Street Trafficway, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL FOR 2 YEARS**)

Tracking #: 19951

C. PLAN REVIEW APPLICATION

1. #PR-2019-21 - DAVID CONTAG WITH DLR GROUP

Synopsis: Preliminary and Final Plan Review for an addition and renovation to the Turner Middle School at 1312 South 55th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 (**RECOMMENDED FOR APPROVAL**)

Tracking #: 19960

VIII. PLANNING AND ZONING NON-CONSENT AGENDA

TAX STATUS REPORT

BOARD OF COMMISSIONERS AGENDA FOR SEPTEMBER 26, 2019

None of the properties included in applications to be considered on the Planning & Zoning agenda have delinquent taxes prior to 2017.

NOTE: This information cannot serve as the basis for approval or denial of an application. It is not among the factors to be considered as set by ordinance or among accepted zoning factors and criteria. However, such information in certain cases might be relevant to evaluating accepted factors or as an accompaniment to other valid purposes and/or factors.

REGULAR AGENDA

IX. MAYOR'S AGENDA

1. VOTING DELEGATES: LKM CONFERENCE

Synopsis: Designation of Melissa Sieben and Mike Taylor as voting delegates for the League of Kansas Municipalities Annual Conference in Overland Park, KS.

Tracking #: 19972

X. REGULAR CONSENT AGENDA

1. ORDINANCE: LEAVENWORTH ROAD, 78TH TO 63RD STREET

Synopsis: An ordinance authorizing the Chief Counsel to institute legal proceedings to acquire property for the Leavenworth Road, 78th to 63rd Street (CMIP 1224) Improvement Project, submitted by E. James Bain, Assistant Counsel. (KDOT Project No. 105 N-0640-01).

On September 12, 2019, the Commission unanimously adopted Resolution No. R-59-19 authorizing a survey of lands for said project.

Tracking #: 19969

2. PLAT: COPART

Synopsis: Plat of Copart on Kansas Avenue, located west of the Kansas River, being developed by Copart of Kansas Inc., submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 19973

3. PLAT: PHILLIPS SW STORAGE LLC

Synopsis: Plat of Phillips SW Storage LLC, located at Southwest Boulevard and Marshall Street, being developed by Phillips SW Storage LLC, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 19974

4. PLAT: PIPER SCHOOL COMPLEX

Synopsis: Plat of Piper School Complex, located at 131st and Leavenworth Road, being developed by USD #203 Piper School District, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 19975

5. MINUTES

Synopsis: Minutes from regular session of August 29, 2019; and special sessions of August 29 and September 5, 2019.

Tracking #: MINUTES

6. **WEEKLY BUSINESS MATERIAL**

Synopsis: Weekly business material dated September 12 and 19, 2019.

Tracking #: WEEKLY BUSINESS MATERIAL

XI. PUBLIC HEARING AGENDA

1. **MIDTOWN REDEVELOPMENT/FOODIE PARK**

Synopsis: A proposal to redevelop the former Indian Springs shopping center at 47th and State Avenue into a 266k sq. ft food service center, at least 3 retail pad sites along State Avenue and up to an additional 45k sq. ft of commercial users, and a 60k sq. ft office building which will serve as the headquarters of Scavuzzo's who the developer of this project is.

Project anticipates completion of the food service center in 2021 with the other projects being completed in subsequent years.

Action:

1. Ordinance approving development agreement and home rule economic development sales tax rebate
2. Ordinance approving:
 - a. Division of the Midtown Redevelopment TIF District into four redevelopment project areas
 - b. Amend the redevelopment TIF district plan
 - c. Adopt TIF Project Area 1 Redevelopment Project Plan
3. Resolution of intent to issue sales tax construction IRBs in an amount not to exceed \$20M

*On September 9, 2019, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 19934

XII. STANDING COMMITTEES' AGENDA

XIII. ADMINISTRATOR'S AGENDA

XIV. COMMISSIONERS' AGENDA

XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

1. **LAND BANK BUSINESS: APPLICATIONS**

Synopsis: Communication requesting consideration of the following Land Bank applications, submitted by Chris Slaughter, Land Bank Manager.

418 Haskell Ave. - Rachel Jefferson, property acquisition

1137 Everett Ave. - Strugglers Hill Neighborhood Group, property acquisition
1139 Everett Ave. - Strugglers Hill Neighborhood Group, property acquisition
405 Cleveland - Benjamin Caruthers, property acquisition
3745 N. 35th St. - Lorenzo Garcia, property acquisition
3743 N. 35th St. - Lorenzo Garcia, property acquisition
1131 Rowland Ave. - Alberto Ortega, yard extension
1131 Rowland Ave. - Innovating Renovations, LLC, yard extension

*On September 9, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19937

2. LAND BANK BUSINESS: TRANSFER FROM LAND BANK

Synopsis: Communication requesting consideration of the following transfer from the Land Bank, submitted by Chris Slaughter, Land Bank Manager.

641 Parallel Ave. to Edrus, LLC
(Recipient recently completed the rehab of 639 Parallel Ave. through the Rehab Program.)

*On September 9, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 19938

XVI. PUBLIC ANNOUNCEMENTS

XVII. ADJOURN



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Change of Zone Petition #3197

GENERAL INFORMATION

Applicant:
Gerald St. Peter

Status of Applicant:
Representative
DAPS, LLC
15395 Briar Road Ste A
Basehor, KS 66007

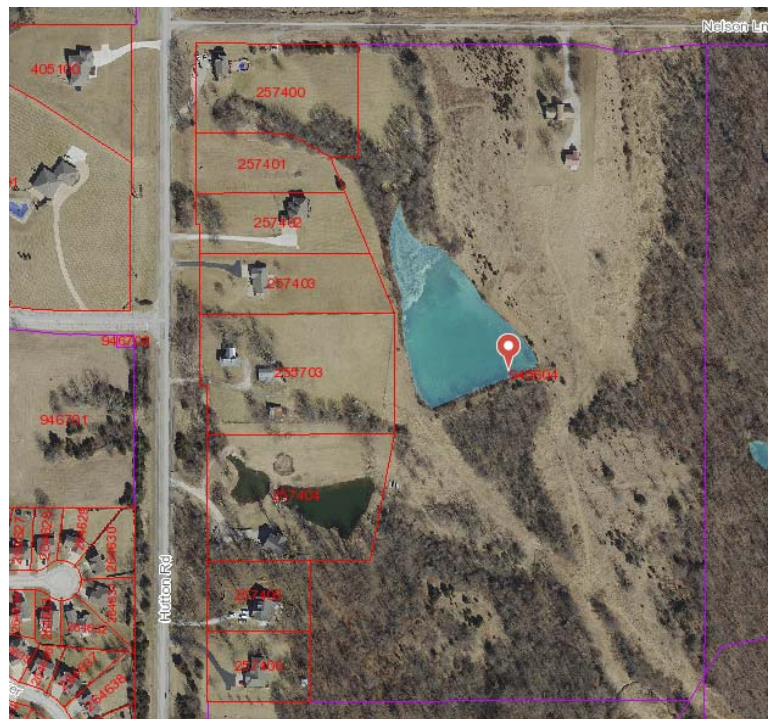
Requested Actions:
Change of Zone from
A-G Agriculture District to R-1
Single Family District.

Preliminary Plat for Eagle's
Edge

Date of Application:
May 24, 2019

Purpose:
To rezone and plat the property to build 55 single-family homes.

Property Location: 10525 Nelson Lane



Commission Districts: Commissioner At Large: Melissa Bynum
District Commissioner: Mike Kane

Existing Zoning: A-G Agriculture District

Surrounding Zoning: **North:** RP-3 Planned Townhouse District
 South: A-G Agriculture District
 East: A-G Agriculture District
 West: R-1 Single Family District

Existing Uses: **North:** Townhomes
 South: Undeveloped wooded land
 East: Undeveloped wooded land
 West: Single-family homes

Total Tract Size: 32.23 acres

Master Plan Designation: The Prairie Delaware Piper Master Plan designates this property as Planned Suburban Residential.

Major Street Plan: The Major Street Plan classifies Nelson Lane as a local street and Hutton Road as a Class B Thoroughfare.

Advertisement: The Wyandotte Echo – Change of Zone - June 13, 2019
 Letters to Property Owners – Change of Zone – June 12, 2019,
 July 1, 2019, August 5, 2019 and September 11, 2019; Plat – June
 12, 2019, July 1, 2019 and August 5, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: There were four (4) presents present at the September 9, 2019 City Planning Commission meeting that spoke.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Gerald St. Peter with DAPS, LLC wants to rezone the property from A-G Agriculture District to R-1 Single Family District and preliminary plat fifty-five (55) residential lots to build fifty-five (55) single family homes on 32.23 acres at 10525 Nelson Lane.

City Ordinance Requirements: Article XXII Sections 27-1001 – 27-1419 and Article XXI Sections 27-501 - 27-1000

FACTORS TO BE CONSIDERED

1. Neighborhood character

The neighborhood is a developing rural area with undeveloped land to the east and south, large lot single family homes to the west and developing townhomes to the north.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them.

The zoning and uses of properties nearby are set above. The proposed use is compatible provided the development complies with the subdivision code and Master Plan.

3. The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?

The removal of the restrictions will not detrimentally affect nearby property.

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

The property has remained undeveloped.

5. The extent to which the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.

The proposed use is reasonably necessary for the convenience of the public for those that want to reside in the subdivision and will not substantially injure the appropriate use, visual quality or marketability of nearby property.

6. The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

The proposed use will increase traffic along Nelson Lane and Hutton Road. Staff requests a meeting with the applicant, Public Works staff, and Planning staff to discuss further.

7. The degree of conformance of the proposed use to the Master Plan.

The proposed application does not conform to the Master Plan. Modification and submittal of additional information and details is required.

8. The extent to which the proposed use could cause environmental harm or enhance the environment.

The proposed use will not cause environmental harm.

9. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. *Water service*

Available

b. *Sanitary sewer service*

Available

c. *Storm water control*

To be designed to meet City Code.

d. *Police*

Police service is provided by West Patrol, District #223

e. *Fire*

Fire service is provided by Fire Station #8

f. *Transit*

KCATA does not provide transit service near this property.

g. *Schools*

Piper USD 203

h. *Streets*

See item #6 above

10. *The economic impact of the proposed use on the community.*

The proposed use will have minimal economic impact on the community.

11. *The capability of the proposed use to meet applicable ordinance requirements.*

Additional plans are required to determine compliance with ordinance requirements.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the individual landowner is minimal.

13. Development of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.

Development will be of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.

14. Streets are designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.

Streets will be designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probably future land and building uses.

15. Assurance that buildings, lots, blocks, parcels and streets are so arranged as to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.

Buildings, lots, blocks, parcels and streets will be so arranged as to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.

16. Development patterns are designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced.

The site has a natural basin that is to be preserved and enhanced, possibly as an amenity for the development.

17. Adequate sites are provided for schools, parks, playgrounds, and other community services so that residents of all neighborhoods shall have convenient access to such facilities.

Amenities have not been shown on the plans. Additional information is needed.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on June 24, 2019. Neighborhood meeting minutes, sign-in and affidavit are attached.

KEY ISSUES

Development Plan
Subdivision Code
Prairie Delaware Piper Master Plan

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone Application #3197, subject to:

Urban Planning and Land Use Comments

General Planning:

1. **Geospatial Services Department finds the plat currently unacceptable for posting. Review and respond to the attached comments from Geospatial Services Department.**

Applicants Response: Comments from the Geospatial Services Department have been addressed with the revised plat and Preliminary Development Plan.

2. **Review and respond to the concerns outlined in the attached Conservation District comments.**

Applicants Response: Comments from the Geospatial Services Department have been addressed with the revised plat and Preliminary Development Plan.

3. **If the change of zone is approved, this shall be a planned district (RP-1).**

Applicants Response: Acknowledged.

4. **The legal description and plat boundary do not match. There are calls with deed bearings and measured distances intertwined, wrong measured distances shown, etc. Needs to be corrected.**

Applicants Response: Legal description and plat boundary have been corrected.

5. **Show on the plat a 10-foot utility easement along the outside boundary of the plat.**

Applicants Response: Easements have been added.

Staff Response: 10-foot utility easement must also continue along the western edge of tract A, as this is an outside boundary of the plat.

6. Show on the plat a 5-foot utility easement on either side of the interior lot lines.

Applicants Response: Easements have been added.

Staff Response: 5-foot utility easement must be added along the interior lot lines of Tract A.

7. Upon submittal of final plat, the applicant shall provide a copy of the Homeowners Association document and Covenants and Restrictions.
 - a. Prairie Delaware Piper Master Plan has a square foot minimum of 1600 square feet for single-family detached residential units in this site. If buildings are less than the recommended square footage, architectural design review shall be required for permitting. Add this requirement to covenants and restrictions.
 - b. Residential building materials shall be as follows:
 - i. Primary materials for the fronts of homes should be masonry, stucco, cement board, and wood siding.
 - ii. Accent materials should include real or cultured masonry materials.
 - iii. For side and rear building facades the use of horizontal lap siding and vertical lap vinyl (minimum 42 gauge) siding is acceptable.
 - iv. Roof materials should be a composite shingle (35-year minimum) or approved equal.
 - v. Use of plain, flat siding is discouraged as a primary siding material. Use of horizontal siding on the front of the home with panel siding on the sides and rear is discouraged.

Applicants Response: Acknowledged

8. Prairie Delaware Piper Master Plan requires residential developments with 50 to 200 dwelling units to have two amenities. Only one of the required amenities may be a small amenity. See below amenity chart. Show proposed amenities on plat.

Table 7: Residential Amenity Guidelines

Small:	Basketball, volleyball, or other court sport.
	Open play area of at least 15,000 square feet with maximum of three (3) percent slope and low benches and one play structure.
	One picnic area with a minimum size of five-thousand (5,000) square feet and including a minimum of two (2) picnic tables, one (1) shelter, and one (1) barbeque grill/pit per area.
	Option provided by owner, but must be considered equal to one of the other small options.
Regular:	Swimming pool.
	Golf course.
	Residential clubhouse.
	Two (2) basketball, volleyball, or other court sports.
	Two (2) tot lots with a minimum size of four-thousand (4,000) square feet per area, one (1) play structure per tot lot, one (1) bench per tot lot.
	Two (2) picnic areas with a minimum size of five-thousand (5,000) square feet and including a minimum of two (2) picnic tables, one (1) shelter, and one (1) barbeque grill/pit per area.
	Trail(s) for pedestrian and/or bicycles that connect(s) to the overall trail network within the area. This trail may be within preserved natural corridor.
	Option provided by owner, but must be considered equal to one of the other regular options.

Applicants Response: The residential development is proposing a trail through the site as well as a picnic area.

Staff Comment: The proposed picnic area must meet the requirements as listed in the amenity chart above; minimum size of five-thousand square feet and including a minimum of two picnic tables, one shelter, and one barbeque grill pit per area.

9. Residential developments are required to have entry features. These features may include:

- a. Neighborhood name within a landscape feature
- b. Monuments
- c. Special lighting feature
- d. Enhanced bus stop
- e. Fountain
- f. Special landscape

Applicants Response: A 10'x10' pad at the subdivision entrance has been designated for a monument sign.

10. Provide a preliminary development plan for the change of zone application. Include at a minimum the following:

- a. Name, address, phone number, cell phone number, and e-mail address of record of landowner and architect, engineer, surveyor, planner, and/or contractor, and an affidavit from the property owner acknowledging and approving of the application;
- b. Date, north arrow, scale, existing zoning classification and proposed classification;
- c. Vicinity map at a scale of not less than 1 inch = 2,000 feet;
- d. Location and size by survey of existing and proposed rights-of-way, easements, and infrastructure-sewer, water mains, gas mains, culverts, or other underground installations, with pipe size, grade, and location shown;

- e. Size, use and location of existing and proposed structures and drives on the subject property, and existing zoning, structures, and drives within 200 feet of the property;
- f. A legal description of the property, showing the location and type of boundary evidenced and including a statement of the total area of the property;
- g. Existing topography with a maximum contour interval of two feet, except where existing ground is on a slope of less than two percent, then either one-foot contours or spot elevations shall be provided;
- h. Location of floodplain areas subject to flooding, centerlines of drainage courses, and finished floor elevations of proposed buildings;
- i. The height, number of floors, proposed square footage of buildings, both above and below or partially below the finished grade;
- j. The yard dimensions from the development boundaries and adjacent streets and alleys;
- k. The traffic and pedestrian circulations system, including the location and width of all streets, driveways, entrances to parking areas and parking structures, walkways and bicycle paths;
- l. Off-street parking and loading areas, including dimensions or proposed drives and parking spaces, and structures and landscaping for parking areas;
- m. Green belt and other active recreation space areas, together with proposed private recreation areas, specifying the proposed improvement of all such areas, and delineating those areas proposed for specific types of recreation facilities;
- n. When the development is to be constructed in stages or units, a final sequence of development schedule showing the order of construction of such stages or units and approximate completion date for the construction of each stage or unit. In any case, subsequent phases shall be initiated within 24 months of the issuance of a certificate of occupancy on the entire preceding phase;
- o. Preliminary architectural elevations of proposed structures and an initial list of proposed building materials.
- p. A master sign plan, detailing all proposed signage for the site;
- q. A conceptual landscape and screening plan that includes basic sizes and quantities;
- r. Preliminary drainage and erosion control information sufficient to meet unified government requirements;
- s. A chart describing the following, as applicable:
 - i. Total number of dwelling units;
 - ii. Residential density and units per acre;
 - iii. Total floor area (in square feet) and floor area ratio for each structure;
 - iv. Total area in open space;
 - v. Total number of off-street parking spaces required, and number provided.

Applicants Response: A Preliminary Development Plan has been prepared and submitted with the revised Preliminary Plat.

Landscaping:

For the landscaping plan provided with the preliminary development plan, Per the Prairie Delaware Piper Master Plan all residential lots shall have two trees per 5,000 square feet per lot, up to five trees per lot. One tree shall be in the front or corner side of the lot. All residential lots shall have foundation plant materials. These shrubs should be planted along the front yard foundation of a building. Sides of residential units that are visible from the public right-of-way such as those units on a corner lot should also have some foundation plant materials. Foundation plant materials means those shrubs that normally attain a height greater than 36 inches at maturity and shall be a minimum of 18 inches in height at time of planting.

Applicants Response: A Landscape Plan has been provided in the Preliminary Development Plan.

Staff Comment: The landscape plan provided does not meet the requirements listed above. All lots are required to have two trees on the lot, one of which shall be in the front or side corner of the lot. It appears that what is shown on the landscape plan are part of the streetscape rather than on the lots.

Streetscape:

1. Identify the location of all special site features and amenities; i.e. gateways, entry monuments, entry medians, special light fixtures, development identification signs, club house, pool, trails, all open space features, buffers, etc.

Applicants Response: Special features have been added to the proposed plan.

2. All developments are required to have a streetscape. Streetscape elements typically include trees, street lighting, sidewalks and plants. Show streetscape elements on the development plan.

Applicants Response: A Landscape Plan has been provided with the Preliminary Development Plan.

Site Design and Layout:

1. Sec. 27-314 Within the boundaries of a subdivision, sidewalks shall be installed by the subdivider on one side of all new local residential streets, and all streets that are segments of the major street system shall have

sidewalks on both sides except in industrial areas and except in subdivisions zoned R Rural residential. Sidewalks shall be no less than four feet wide and be of Portland cement concrete and shall comply with the specifications of the Unified Government. Sidewalks shall be located in the platted right-of-way abutting the property line.

Applicants Response: Sidewalks have been designated within the proposed subdivision.

2. Per the Prairie Delaware Piper Master Plan, all major arterial roadways should include sidewalks and crosswalks in order to encourage pedestrian use. Areas where bicycle/pedestrian trails cross major arterials should have special design treatment to warn both user groups of the forthcoming intersection.

Applicants Response: Sidewalks have been designated within the proposed subdivision.

3. Nelson Lane shall be improved to accommodate increased traffic in accordance with Public Works Engineering comments.

Applicants Response: Nelson Lane is included in this development to be improved to a newly paved road with curb and gutter and sidewalks on both sides of the road.

Additional Stipulations From Meeting:

1. Consider traffic calming on the main street that comes off Nelson Lane as they work through final plat review.
2. Provide a connection to the subdivision to the east and a potential connection to the subdivision to the south provided the southern property would develop in a similar manner. It would not connect to multi-family or commercial.
3. Provide landscaping screening along the proposed Lots 26 through 31 in the current proposal that correspond with the testimony by the three gentlemen. He stated that he thinks that they need to look at the tree area and work with the three gentlemen property owners to see if it would be easier to preserve a certain area of trees (and check utilities) or if they would prefer to have a fence with some landscaping.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:

1) None.

- B) Items that are conditions of approval (stipulations):

1) Proposed public improvements, i.e., street, storm sewer, and sanitary sewer main extension shall be submitted with final plans as separate plan

- sets in accordance with UG standards and criteria and shall be reviewed and approved by UG.
- 2) Final development plans shall include final engineering, calculations, studies, and complete construction level drawings with construction notes and details, in accordance with UG standards and criteria and shall be reviewed and approved by UG prior to being placed on the Planning Commission agenda.
 - 3) The County Surveyor makes separate technical review of the plat and will submit comments directly to the preparer of the plat. Provide preliminary and final plats in accordance with Engineering and County Surveyor comments.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #3197, subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Geospatial Services Comments
Conservation District Comments
Preliminary Plat
Preliminary Development Plan
Landscape Plan
Aerial Image

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	September 9, 2019	September 26, 2019
Rezoning	Approval	

STAFF CONTACT:

Kimberly Portillo
kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3197 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #3197 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 8:00:

CHANGE OF ZONE APPLICATION #3197 – GERALD ST. PETER WITH DAPS, LLC
– **SYNOPSIS:** Change of Zone from A-G Agriculture District to R-1 Single Family District for a single-family residential subdivision at 10525 Nelson Lane

EAGLE’S EDGE – SYNOPSIS: Preliminary Plat for 55 single-family lots at 10525 Nelson Lane

Detailed Outline of Requested Action: The applicant, Gerald St. Peter with DAPS, LLC wants to rezone the property from A-G Agriculture District to R-1 Single Family District and preliminary plat fifty-five (55) residential lots to build fifty-five (55) single family homes on 32.23 acres at 10525 Nelson Lane.

The following items were included as part of the record for this case:

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated June 13, 2019;
7. The Notices to property owners dated June 12, July 1 and August 5, 2019.

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

Present in Support:

- ❖ Paul Moss, Landplan Engineering, 1600 Genesee, Kansas City, Missouri
- ❖ Gerald St. Peter, applicant

Present in Opposition:

- ❖ Jared Groneman, 4049 Hutton Road, Kansas City, Kansas
- ❖ Jeff Brungardt, 4041 Hutton Road, Kansas City, Kansas
- ❖ Tracy Armentrout, 4113 North 107th, Kansas City, Kansas
- ❖ Linda Poull, 4211 Hutton Road, Kansas City, Kansas

Chairman Carson asked Mr. Groneman if they would support the request if the landscape buffer was in place? Mr. Groneman stated yes.

Staff Recommendation Starts 21:55: Planning Director Richardson stated that in addition to the stipulations in the staff report, he would like to add three (3) stipulations:

1. Consider traffic calming on the main street that comes off Nelson Lane as they work through final plat review.
2. Provide a connection to the subdivision to the east and a potential connection to the subdivision to the south provided the southern property would develop in a similar manner. It would not connect to multi-family or commercial.
3. Provide landscaping screening along the proposed Lots 26 through 31 in the current proposal that corresponds with the testimony by the three gentlemen. He stated that he thinks that they need to look at the tree area and work with the three gentlemen property owners to see if it would be easier to preserve a certain area of trees (and check utilities) or if they would prefer to have a fence with some landscaping.

With regard to the concerns of the lady that spoke, they are not going to take any trees out adjacent to the pond. There will be a trail, sidewalk and street on the residential property. There will still be a nice view and they are not changing anything on the Hutton Road side.

Motion and Vote Starts 24:26:

On motion by Dr. Serda, seconded by Dr. Neal, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3197:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye

Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to recommend APPROVAL Passed: 8 to 0
Subject to:

Urban Planning and Land Use Comments

General Planning:

1. Geospatial Services Department finds the plat currently unacceptable for posting. Review and respond to the attached comments from Geospatial Services Department.

Applicants Response: Comments from the Geospatial Services Department have been addressed with the revised plat and Preliminary Development Plan.

2. Review and respond to the concerns outlined in the attached Conservation District comments.

Applicants Response: Comments from the Geospatial Services Department have been addressed with the revised plat and Preliminary Development Plan.

3. If the change of zone is approved, this shall be a planned district (RP-1).

Applicants Response: Acknowledged.

4. The legal description and plat boundary do not match. There are calls with deed bearings and measured distances intertwined, wrong measured distances shown, etc. Needs to be corrected.

Applicants Response: Legal description and plat boundary have been corrected.

5. Show on the plat a 10-foot utility easement along the outside boundary of the plat.

Applicants Response: Easements have been added.

Staff Response: 10-foot utility easement must also continue along the western edge of tract A, as this is an outside boundary of the plat.

6. Show on the plat a 5-foot utility easement on either side of the interior lot lines.

Applicants Response: Easements have been added.

Staff Response: 5-foot utility easement must be added along the interior lot lines of Tract A.

7. Upon submittal of final plat, the applicant shall provide a copy of the Homeowners Association document and Covenants and Restrictions.
 - a. Prairie Delaware Piper Master Plan has a square foot minimum of 1600 square feet for single-family detached residential units in this site. If buildings are less than the recommended square footage, architectural design review shall be required for permitting. Add this requirement to covenants and restrictions.
 - b. Residential building materials shall be as follows:
 - i. Primary materials for the fronts of homes should be masonry, stucco, cement board, and wood siding.
 - ii. Accent materials should include real or cultured masonry materials.
 - iii. For side and rear building facades the use of horizontal lap siding and vertical lap vinyl (minimum 42 gauge) siding is acceptable.
 - iv. Roof materials should be a composite shingle (35-year minimum) or approved equal.
 - v. Use of plain, flat siding is discouraged as a primary siding material. Use of horizontal siding on the front of the home with panel siding on the sides and rear is discouraged.

Applicants Response: Acknowledged

8. Prairie Delaware Piper Master Plan requires residential developments with 50 to 200 dwelling units to have two amenities. Only one of the required amenities may be a small amenity. See below amenity chart. Show proposed amenities on plat.

Table 7: Residential Amenity Guidelines

Small:	Basketball, volleyball, or other court sport.
	Open play area of at least 15,000 square feet with maximum of three (3) percent slope and two benches and one play structure.
	One picnic area with a minimum size of five-thousand (5,000) square feet and including a minimum of two (2) picnic tables, one (1) shelter, and one (1) barbeque grill/pit per area.
	Option provided by owner, but must be considered equal to one of the other small options.
Regular:	Swimming pool.
	Golf course.
	Residential clubhouse.
	Two (2) basketball, volleyball, or other court sports.
	Two (2) tot lots with a minimum size of four-thousand (4,000) square feet per area, one (1) play structure per tot lot, one (1) bench per tot lot.
	Two (2) picnic areas with a minimum size of five-thousand (5,000) square feet and including a minimum of two (2) picnic tables, one (1) shelter, and one (1) barbeque grill/pit per area.
	Trail(s) for pedestrian and/or bicycles that connect(s) to the overall trail network within the area. This trail may be within preserved natural corridor.
	Option provided by owner, but must be considered equal to one of the other regular options.

Applicants Response: The residential development is proposing a trail through the site as well as a picnic area.

Staff Comment: The proposed picnic area must meet the requirements as listed in the amenity chart above; minimum size of five-thousand square feet and including a minimum of two picnic tables, one shelter, and one barbeque grill pit per area.

9. Residential developments are required to have entry features. These features may include:
- a. Neighborhood name within a landscape feature
 - b. Monuments
 - c. Special lighting feature
 - d. Enhanced bus stop
 - e. Fountain
 - f. Special landscape

Applicants Response: A 10'x10' pad at the subdivision entrance has been designated for a monument sign.

10. Provide a preliminary development plan for the change of zone application. Include at a minimum the following:

- a. Name, address, phone number, cell phone number, and e-mail address of record of landowner and architect, engineer, surveyor, planner, and/or contractor, and an affidavit from the property owner acknowledging and approving of the application;
- b. Date, north arrow, scale, existing zoning classification and proposed classification;
- c. Vicinity map at a scale of not less than 1 inch = 2,000 feet;
- d. Location and size by survey of existing and proposed rights-of-way, easements, and infrastructure-sewer, water mains, gas mains, culverts, or other underground installations, with pipe size, grade, and location shown;
- e. Size, use and location of existing and proposed structures and drives on the subject property, and existing zoning, structures, and drives within 200 feet of the property;
- f. A legal description of the property, showing the location and type of boundary evidenced and including a statement of the total area of the property;
- g. Existing topography with a maximum contour interval of two feet, except where existing ground is on a slope of less than two percent, then either one-foot contours or spot elevations shall be provided;
- h. Location of floodplain areas subject to flooding, centerlines of drainage courses, and finished floor elevations of proposed buildings;
- i. The height, number of floors, proposed square footage of buildings, both above and below or partially below the finished grade;
- j. The yard dimensions from the development boundaries and adjacent streets and alleys;

- k. The traffic and pedestrian circulations system, including the location and width of all streets, driveways, entrances to parking areas and parking structures, walkways and bicycle paths;
- l. Off-street parking and loading areas, including dimensions or proposed drives and parking spaces, and structures and landscaping for parking areas;
- m. Green belt and other active recreation space areas, together with proposed private recreation areas, specifying the proposed improvement of all such areas, and delineating those areas proposed for specific types of recreation facilities;
- n. When the development is to be constructed in stages or units, a final sequence of development schedule showing the order of construction of such stages or units and approximate completion date for the construction of each stage or unit. In any case, subsequent phases shall be initiated within 24 months of the issuance of a certificate of occupancy on the entire preceding phase;
- o. Preliminary architectural elevations of proposed structures and an initial list of proposed building materials.
- p. A master sign plan, detailing all proposed signage for the site;
- q. A conceptual landscape and screening plan that includes basic sizes and quantities;
- r. Preliminary drainage and erosion control information sufficient to meet unified government requirements;
- s. A chart describing the following, as applicable:
 - i. Total number of dwelling units;
 - ii. Residential density and units per acre;
 - iii. Total floor area (in square feet) and floor area ratio for each structure;
 - iv. Total area in open space;
 - v. Total number of off-street parking spaces required, and number provided.

Applicants Response: A Preliminary Development Plan has been prepared and submitted with the revised Preliminary Plat.

Landscaping:

For the landscaping plan provided with the preliminary development plan, Per the Prairie Delaware Piper Master Plan all residential lots shall have two trees per 5,000 square feet per lot, up to five trees per lot. One tree shall be in the front or corner side of the lot. All residential lots shall have foundation plant materials. These shrubs should be planted along the front yard foundation of a building. Sides of residential units that are visible from the public right-of-way such as those units on a corner lot should also have some foundation plant materials. Foundation plant materials means those shrubs that normally attain a height greater than 36 inches at maturity and shall be a minimum of 18 inches in height at time of planting.

Applicants Response: A Landscape Plan has been provided in the Preliminary Development Plan.

Staff Comment: The landscape plan provided does not meet the requirements listed above. All lots are required to have two trees on the lot, one of which shall be in the front or side corner of the lot. It appears that what is shown on the landscape plan are part of the streetscape rather than on the lots.

Streetscape:

1. Identify the location of all special site features and amenities; i.e. gateways, entry monuments, entry medians, special light fixtures, development identification signs, club house, pool, trails, all open space features, buffers, etc.

Applicants Response: Special features have been added to the proposed plan.

2. All developments are required to have a streetscape. Streetscape elements typically include trees, street lighting, sidewalks and plants. Show streetscape elements on the development plan.

Applicants Response: A Landscape Plan has been provided with the Preliminary Development Plan.

Site Design and Layout:

1. Sec. 27-314 Within the boundaries of a subdivision, sidewalks shall be installed by the subdivider on one side of all new local residential streets, and all streets that are segments of the major street system shall have sidewalks on both sides except in industrial areas and except in subdivisions zoned R Rural residential. Sidewalks shall be no less than four feet wide and be of Portland cement concrete and shall comply with the specifications of the Unified Government. Sidewalks shall be located in the platted right-of-way abutting the property line.

Applicants Response: Sidewalks have been designated within the proposed subdivision.

2. Per the Prairie Delaware Piper Master Plan, all major arterial roadways should include sidewalks and crosswalks in order to encourage pedestrian use. Areas where bicycle/pedestrian trails cross major arterials should have special design treatment to warn both user groups of the forthcoming intersection.

Applicants Response: Sidewalks have been designated within the proposed subdivision.

3. Nelson Lane shall be improved to accommodate increased traffic in accordance with Public Works Engineering comments.

Applicants Response: Nelson Lane is included in this development to be improved to a newly paved road with curb and gutter and sidewalks on both sides of the road.

Additional Stipulations From Meeting:

1. Consider traffic calming on the main street that comes off Nelson Lane as they work through final plat review.
2. Provide a connection to the subdivision to the east and a potential connection to the subdivision to the south provided the southern property would develop in a similar manner. It would not connect to multi-family or commercial.
3. Provide landscaping screening along the proposed Lots 26 through 31 in the current proposal that correspond with the testimony by the three gentlemen. He stated that he thinks that they need to look at the tree area and work with the three gentlemen property owners to see if it would be easier to preserve a certain area of trees (and check utilities) or if they would prefer to have a fence with some landscaping.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) Proposed public improvements, i.e., street, storm sewer, and sanitary sewer main extension shall be submitted with final plans as separate plan sets in accordance with UG standards and criteria and shall be reviewed and approved by UG.
 - 2) Final development plans shall include final engineering, calculations, studies, and complete construction level drawings with construction notes and details, in accordance with UG standards and criteria and shall be reviewed and approved by UG prior to being placed on the Planning Commission agenda.
 - 3) The County Surveyor makes separate technical review of the plat and will submit comments directly to the preparer of the plat. Provide preliminary and final plats in accordance with Engineering and County Surveyor comments.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

On motion by Dr. Serda, seconded by Ms. Huey, the Planning Commission voted as follows to **APPROVE Eagle's Edge Preliminary Plat:**

Carson	Chairman
Cho	Aye

Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to APPROVE Passed: 8 to 0
Subject to the above stipulations



710 North 7th Street Suite 200
Kansas City, K2.am 66101

To: Rob Richardson, Urban Planning and land Use
Janet Parker, Urban Planning and land Use

From: Alvin Doty, GIS Analyst, Unified Government GSS

Date: May 29th, 2019

RE: Preliminary Plat of Eagle's Edge

We have researched the official county records for the above plat as submitted to Urban Planning and Land Use by:

On: May 24th, 2019

And we have determined the following:

Takes part of CIC-TAS Parcel:
945604

Owners-of-Record:
DAPS, LLC

Ju rat Signatures: None

We find that the plat is: Presently unacceptable for posting.
Please note the following comments;

- 1) Preliminary
This plat is preliminary
- 2) Flood Plain Data
No reference to flood plain data is noted

- 3) **Street Names**
Street names are not labeled
- 4) **Contours**
The contours are covering lot dimensions and other important data
- 5) **Certification and Dedication**
The Certification and Dedication information is required
- 6) **Section Corner Reference**
Section corner references are required
- 7) **Unlabeled lot**
It is unclear if the intent is to include the parcel with the home, in the subdivision, it does not have a lot number assigned.



Wyandotte County Conservation District
1204 N. 79th Street - Kansas City, KS 66112 - Phone (913)-334-6329 -
wyco.conservation@gmail.com

Rob Richardson
Director of Planning
701 North 7th Street Rm. 423
Kansas City, KS 66101
913-573-5750

June 11, 2019

RE: COZ 3197 and Eagle's Edge Gerald St. Peter with Daps, LLC, 10525 Nelson Lane

Dear Mr. Richardson:

The Wyandotte County Conservation District, with technical assistance from the Natural Resources Conservation Service, has completed an environmental review of the Change of Zoning and plat for: COZ 3197 and Eagle's Edge Gerald St. Peter with Daps, LLC, 10525 Nelson Lane.

In addition to the site review the following reports were generated from the Wyandotte County Soil Survey to assess the limitations for development and/or natural resources concerns for this site.

MAPS AND REPORTS

Soils Map
Soils Inventory Report
Map Unit Description (Brief)
Soil Features

In summary, the following limitations and resource concerns were noted for this plat:

- There are four soil types that were identified: Gosport-Sogn complex, 7 to 35 percent slopes, Ladoga silt loam, 3 to 8 percent slopes, Knox silt loam, 7 to 12 percent slopes and Armster clay loam, 8 to 12 percent slopes, eroded. These soil types are considered highly erodible when the surface is denuded of a protective cover.
- We did not receive an Erosion Control Plan with the information we received. **We would not recommend approval of this plat until we have an opportunity to review the Erosion Control Plan.** This plat has some very critical areas that could cause severe erosion problems. The pond area could be destroyed very easily.
- The Best Management Practices in this report can be used to develop an Erosion Control Plan for the project.

- Shrink Swell potential has been identified as a limiting factor for the development of dwellings. Shrinking and swelling can cause damage to buildings, roads and other structures and to plant roots. Special design commonly is needed.

The following Best Management Practices are recommended for this plat:

* **Access Road** – Temporary entrance/exit pads should be constructed of a stone base design to provide a buffer area where construction vehicles can drop their mud to avoid transporting it onto public roads. See the *Protecting Water Quality Field Guide* pages 27-29 for Temporary Gravel Construction Entrance/Exit Pad.

* **Dust Control** – Any combination of the following may be used to help reduce the dust and air pollution at a construction site; vegetative cover, sprinkling, barriers, street cleaning and mulching. See the *Protecting Water Quality Field Guide* pages 89-92 for Dust Control information.

* **Critical Area Planting** – After final grade has been completed permanent vegetation will be established. See the *Protecting Water Quality Field Guide* pages 35-54 for Temporary, and Permanent Seeding.

* **Filter Strips** – During development, strategic non disturbance of existing perennial grass vegetation can function as filter strips. See the *Protecting Water Quality Field Guide* pages 195-200 for Filter Strip.

* **Silt Fences** – Temporary sediment barrier consisting of a geotextile fabric which is attached to supporting posts and trenched into the ground may be substituted for vegetative strips. Install on the contour, where fence can intercept runoff as a sheet flow; not located in crossing channels, waterways or other concentrated flow paths. See the *Protecting Water Quality Field Guide* pages 175-181 for Sediment Fence.

* **Sediment Trap** – Temporary catch basins consisting of a row or more of entrenched and anchored straw bales can be utilized in minor swales with less than 2 acres of drainage. See the *Protecting Water Quality Field Guide* for Straw Bale Sediment Trap.

* **Mulching** – Mulch can be applied to seeded areas to help establish plant cover. It can also be used in unseeded areas to protect against erosion over the winter or until final grading and shaping can be accomplished. See the *Protecting Water Quality Field Guide* pages 61-66 for Mulching.

* **Precision Land Forming** – Keep disturbed areas small; open only the land that is minimally necessary to perform the intended construction activities; and only for the minimum duration of time necessary to complete construction. Permanent or temporary soil stabilization should be applied to denuded areas that will remain undisturbed for longer than 60 days.

* **Sediment Basins** – This best management practice should be utilized in the natural concentrated flow areas to protect adjacent property and meet the National Pollution Discharge Elimination Systems Permit (NPDES). See the *Water Quality Field Guide* pages 201 – 208 for Temporary Sediment Trap and pages 209-216 for Sediment Basin.

Technical assistance is available from our office. Limitation maps, detail soil reports and a conservation plan can also be requested for this site from our office.

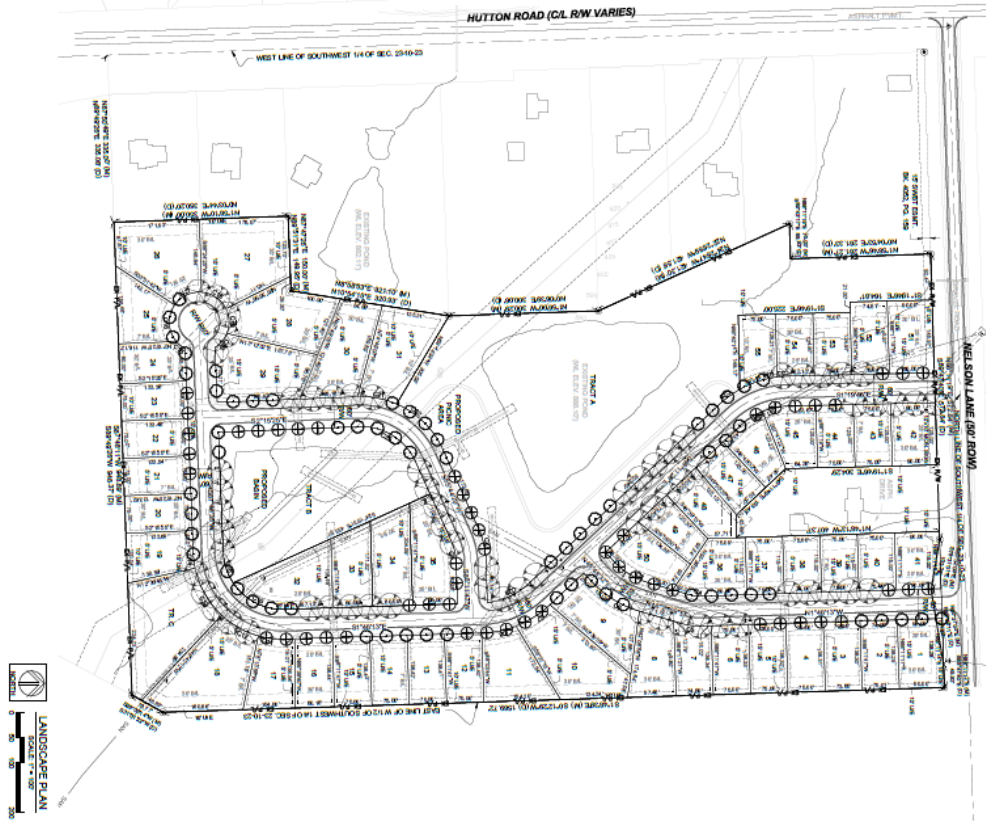
The ratings and other information in these reports are based on estimated engineering properties of the soils, on available test data and on field experience. The soil is ordinarily examined to a depth of about 6 feet. At a greater depth, additional geological investigation may be needed. The natural soils and drainage pattern have been changed in this area due to previous urban development. Therefore, the physical composition influencing the structure of the natural soil has already been altered; however, some generalities can still be applied for these soils. On site investigation is needed for detail planning as some delineations on the maps include soils that differ from the named soil. Soil lines may not be exact therefore; on site investigation is needed for site specific planning.

If you have any comments or questions, please do not hesitate to call me.

Sincerely,

Cheri Miller
District Manager

enclosures



Plant Schedule

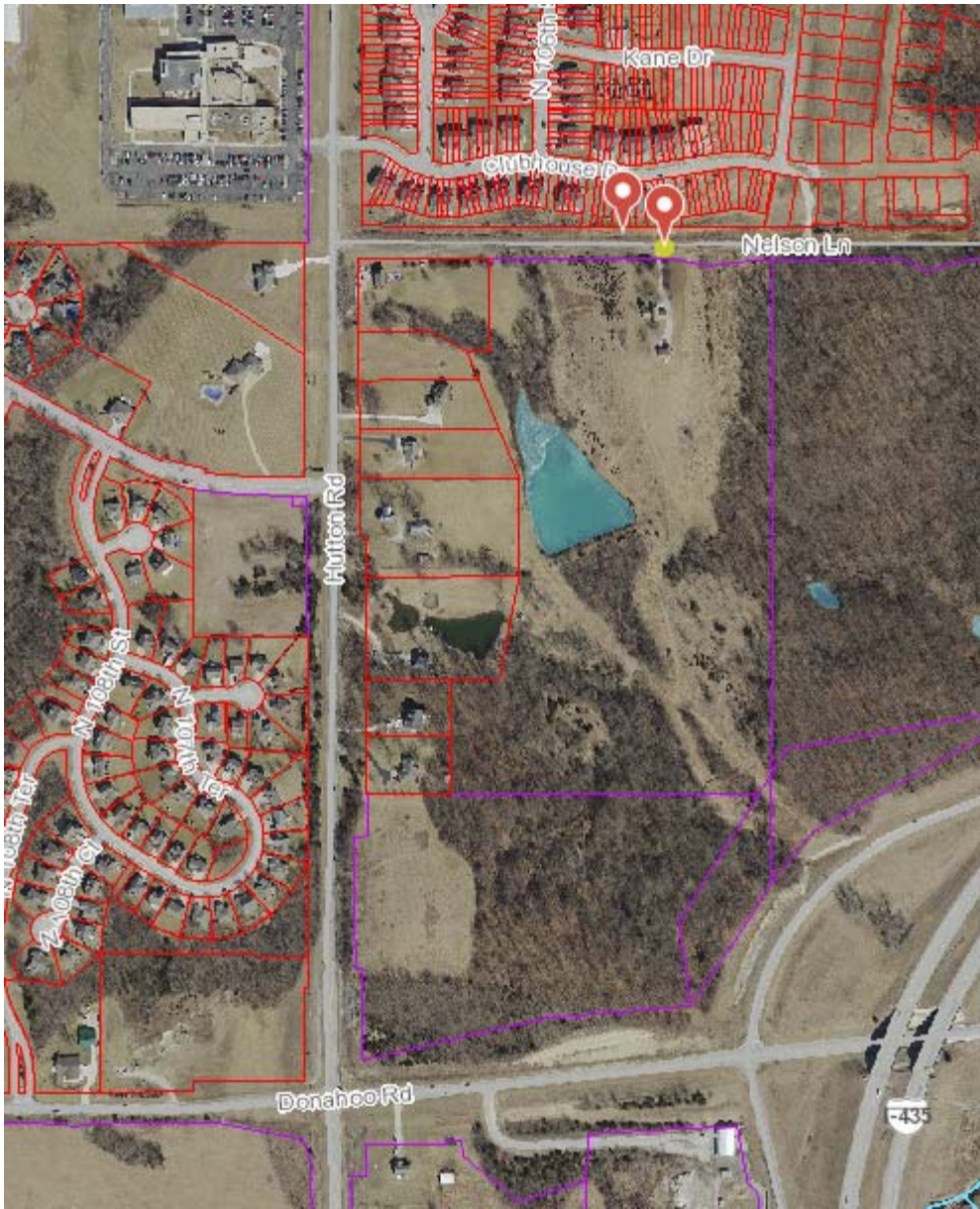
PLANT	QUANTITY	SIZE	NOTES
1. CROWNED VIOLET	10	10"	10"
2. CROWNED VIOLET	10	10"	10"
3. CROWNED VIOLET	10	10"	10"
4. CROWNED VIOLET	10	10"	10"
5. CROWNED VIOLET	10	10"	10"
6. CROWNED VIOLET	10	10"	10"
7. CROWNED VIOLET	10	10"	10"
8. CROWNED VIOLET	10	10"	10"
9. CROWNED VIOLET	10	10"	10"
10. CROWNED VIOLET	10	10"	10"



REV	DATE	DESCRIPTION

PRELIMINARY DEVELOPMENT PLAN
EAGLE'S EDGE SUBDIVISION
KANSAS CITY, WYANDOTTE COUNTY, KANSAS
LANDSCAPE PLAN

LANDPLAN ENGINEERING
 1310 Midway Drive, Suite 100
 Overland Park, KS 66209
 (913) 666-1100 | www.landplan-engineering.com





Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Change of Zone Petition #3198

GENERAL INFORMATION

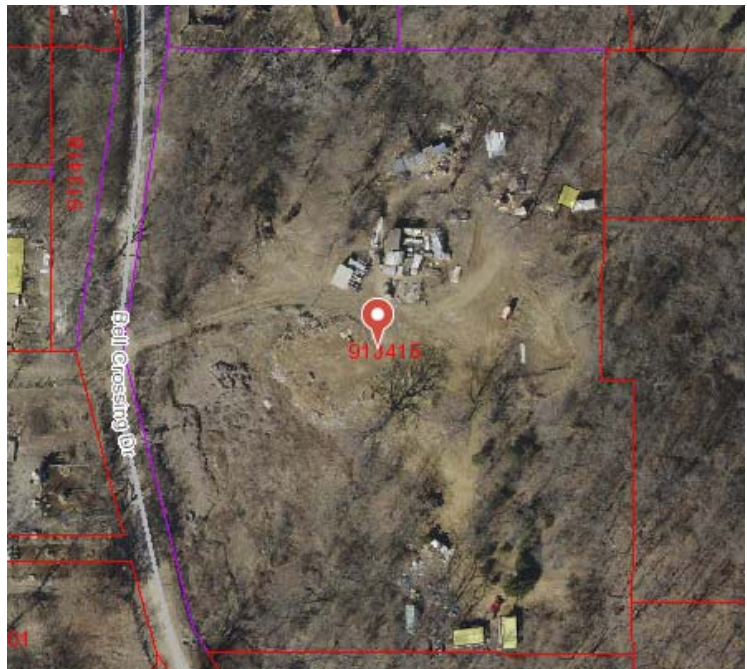
Applicant:
Oracio Perez

Status of Applicant:
Property Owner
1826 South 16th Street
Kansas City, KS 66103

Requested Actions:
Approve Change of Zone

Date of Application:
June 5, 2019

Purpose:
Change of zone from R-1(B)
Single Family District to A-G
Agriculture District



Property Location: 3605 Bell Crossing Drive

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

Commission Districts: Commissioner at Large: Melissa Bynum
District Commissioner: Gayle E. Townsend

Surrounding Zoning: **North:** R-1(B) Single Family District
 South: R-1(B) Single Family District
 East: R-1(B) Single Family District
 West: R-1(B) Single Family District

Existing Uses: **North:** Vacant lots
 South: Wooded lots
 East: Wooded lots
 West: Vacant lots

Total Tract Size: 5.41 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Rural-Density Residential.

Major Street Plan: The Major Street Plan designates Bell Crossing Drive as a collector street.

Advertisement: The Wyandotte Echo – July 18, 2019
 Letters to Property Owners – July 11, 2019, August 5, 2019 and
 September 11, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: Opposition has been received. A neighbor called the Urban Planning Department and expressed opposition. No one appeared in opposition at the September 9, 2019 City Planning Commission meeting. There were three (3) neighbors in support.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Oracio Perez, has requested a change of zone from R-1(B) Single Family District to A-G Agriculture District for 5.41 acres of land at 3605 Bell Crossing Drive. This change of zone would allow for multiple accessory structures and the keeping of livestock.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is largely undeveloped with several surrounding wooded lots. Several properties in the area have code enforcement violations for agricultural buildings, animals and other uses not permitted in the R-1(B) District. The Code

Enforcement Department and Urban Planning and Land Use Departments have undertaken an initiative to help residents bring their properties into compliance.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them.*

The zoning and uses of nearby properties are laid out above. It is expected that the proposed use would be compatible with them.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

Removal of the restrictions will not detrimentally affect nearby property if the structures are properly maintained. Animals should also be properly penned, and land maintained.

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

The property has been being used for agricultural uses.

5. *The extent to which the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.*

The proposed use is not necessary for the convenience and welfare of the public, however with the nearby property being used for similar uses, it would not permanently injure the appropriate use, visual quality or marketability of nearby property.

6. *The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.*

The proposed use would not cause an increase in traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

7. *The degree of conformance of the proposed use to the Master Plan.*

The proposed use would conform with the Master Plan.

8. *The extent to which the proposed use could cause environmental harm or enhance the environment.*

The proposed use would not cause environmental harm.

9. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. Water service

Available

b. Sanitary sewer service

The closest sanitary line is at North 39th Street.

c. Storm water control

To meet code

d. Police

Police service is provided by East Patrol, District #443

e. Fire

Fire service is provided by Station #18

f. Transit

KCATA does not provide service to this area.

g. Schools

Kansas City, Kansas USD 500

h. Streets

See item #6 above

10. The economic impact of the proposed use on the community.

The proposed use would not have a significant economic impact on the community.

11. The capability of the proposed use to meet applicable ordinance requirements.

The proposed use is capable of meeting applicable ordinance requirements.

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

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

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on August 8, 2019. Neighborhood meeting minutes, sign-in and affidavit are attached.

KEY ISSUES

Property Maintenance
Building Permits

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone Application #3198, subject to:

Building Inspection Comments:

1. Building Inspections Department does not support this application. No permits, plan reviews or inspections have been conducted for the structures on site. Building permits are required for all structures equal to or greater than 120 square feet. Applicant must coordinate with Building Inspections Department, at 913 573-8620, to obtain necessary permits prior to zoning publication.

Code Enforcement Comments:

1. Code Enforcement has an open case regarding junk and trash on the property. Photos submitted by the applicant and provided in the attachments also show piles of debris and structures that need repair. Please provide a maintenance plan outlining who will maintain the property as well as who will care for animals. Explain how frequently you will visit the property.

Staff Comment: The applicant reached out to the code enforcement officer in the area for guidance on question 1 and 2. The following email message was received from Inspector Matt Smith with Code Enforcement. Please note Todd Yergovich, mentioned below, is with Building Inspections Department. A copy of the email is also included in the attachments:

“Mr. Perez came into the NRC yesterday with the list of staff questions and suggestions for his zoning change to AG. On my code case, Mr. Perez has made good progress on the clean up on the property. He is also aware of the need for the repairs on the structures at the property. Todd Yergovich and I have informed him not to do the work on these structures until the zoning change is approved. Mr. Perez is more than willing to take any steps needed to correct the issues. However, the work required for the repairs and the required engineer report to obtain

the BI permits for the structures will be costly. If the zoning change is not approved this would be a waste as he would then be required to remove the structures. Will this be an issue with his application?

I personally support his application as he has taken every step I have suggested and maintained contact with me along the way. I will be setting up a meeting with Mr. Perez at the property to make sure we have addressed all the issues and to check on his progress. He will be submitting the answers to the rest of the questions you gave him, but he was struggling with understanding what was needed due to the language barrier. If you have any further questions on this property feel free to contact me any time.”

Urban Planning and Land Use Comments:

1. How many structures are currently on the property? When was each structure constructed?

Applicant Response: I have 7 structures; 2 were there already when I bought it, 4 I built like 5 years ago, 1 was built last year.

2. How many, and what type of animals are at the property?

Applicant Response: 30 baby chicks, 10 hens, 20 doves, 1 cow, 2 bulls, 2 ponies, 2 horses, 2 sheep, 2 goats

3. Since the initiation of the code enforcement case, what has been done, other than this application, to bring the property up to code?

Applicant Response: Cleaned and everything the City told me.

4. All items stored on the property, not used for agricultural uses must be removed.

Applicant Response: I'm already taking them out.

Additional Stipulations from Meeting:

1. The applicant will need to provide staff with a manure removal plan.
2. The applicant will need to obtain building permits for all the buildings on-site.
3. All the buildings on the site will need to have uniform siding and paint.
4. The site needs to be cleaned up (and continue to be kept cleaned) per the Code Enforcement recommendations.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 2) None.
- B) Items that are conditions of approval (stipulations):
- 1) None.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **APPROVAL** of Petition #3198 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Zoning Map
Site Map provided by applicant
Photos provided by applicant
Email from Code Officer
Neighborhood Meeting Affidavit, Minutes and Sign-In

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	September 9, 2019	September 26, 2019
Rezoning	Approval	

STAFF CONTACT: **Kimberly Portillo**
 kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3198 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**3198** as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 26:04:

CHANGE OF ZONE APPLICATION #3198 – ORACIO PEREZ – SYNOPSIS: Change of Zone from R-1(B) Single Family District to A-G Agriculture District for accessory structures and animals at 3605 Bell Crossing Drive. **Detailed Outline of Requested Action:** The applicant, Oracio Perez, has requested a change of zone from R-1(B) Single Family District to A-G Agriculture District for 5.41 acres of land at 3605 Bell Crossing Drive. This change of zone would allow for multiple accessory structures and the keeping of livestock.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019; and
7. The Notices to property owners dated July 11, 2019 and August 5, 2019.

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

Present in Support:

- ❖ Oracio Perez, applicant
- ❖ Lydia Mejia, 844 Cleveland Avenue, Kansas City, Kansas
- ❖ Elizabeth Flores, 3539 Bell Crossing Drive, Kansas City, Kansas
- ❖ Barry Anderson, neighbor to the applicant

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 35:18: Planning Director Richardson stated as an explanation to the Planning Commission, Zoning Enforcement and Code Enforcement started working with the residents on Bell Crossing about a year ago and there are

about 80 to 100 properties with zoning and code enforcement issues. The staff is going through them one-by-one to see which ones can correct issues through zoning and others through fixing code enforcement issues. There are some that have a combination of both issues and they are more complicated. This case is one of the easier ones that can be resolved with rezoning to agriculture with the five acres to allow the accessory structures. He would note that given the number of animals, in addition to the stipulations in the staff report, the applicant will need to provide staff with a manure removal plan and although it seems like a lot of animals for five acres, it appears that some of them are in coops which would allow for scooping it out and disposing of it off-site. The applicant will need to obtain building permits for all the buildings on-site. He further stated that all the buildings on the site will need to have uniform siding and paint. Also the site needs to be cleaned up (and continue to be kept cleaned up) per the Code Enforcement recommendations. He stated that the staff recommends approval with the additional stipulations.

Motion and Vote Starts 37:06:

On motion by Mr. Miller, seconded by Ms. Huey, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3198:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

Building Inspection Comments:

1. Building Inspections Department does not support this application. No permits, plan reviews or inspections have been conducted for the structures on site. Building permits are required for all structures equal to or greater than 120 square feet. Applicant must coordinate with Building Inspections Department, at 913 573-8620, to obtain necessary permits prior to zoning publication.

Code Enforcement Comments:

1. Code Enforcement has an open case regarding junk and trash on the property. Photos submitted by the applicant and provided in the attachments also show piles of debris and structures that need repair. Please provide a maintenance plan outlining who will maintain the

property as well as who will care for animals. Explain how frequently you will visit the property.

Staff Comment: The applicant reached out to the code enforcement officer in the area for guidance on question 1 and 2. The following email message was received from Inspector Matt Smith with Code Enforcement. Please note Todd Yergovich, mentioned below, is with Building Inspections Department. A copy of the email is also included in the attachments:

“Mr. Perez came into the NRC yesterday with the list of staff questions and suggestions for his zoning change to AG. On my code case, Mr. Perez has made good progress on the clean up on the property. He is also aware of the need for the repairs on the structures at the property. Todd Yergovich and I have informed him not to do the work on these structures until the zoning change is approved. Mr. Perez is more than willing to take any steps needed to correct the issues. However, the work required for the repairs and the required engineer report to obtain the BI permits for the structures will be costly. If the zoning change is not approved this would be a waste as he would then be required to remove the structures. Will this be an issue with his application?

I personally support his application as he has taken every step I have suggested and maintained contact with me along the way. I will be setting up a meeting with Mr. Perez at the property to make sure we have addressed all the issues and to check on his progress. He will be submitting the answers to the rest of the questions you gave him, but he was struggling with understanding what was needed due to the language barrier. If you have any further questions on this property feel free to contact me any time.”

Urban Planning and Land Use Comments:

1. How many structures are currently on the property? When was each structure constructed?

Applicant Response: I have 7 structures; 2 were there already when I bought it, 4 I built like 5 years ago, 1 was built last year.

2. How many, and what type of animals are at the property?

Applicant Response: 30 baby chicks, 10 hens, 20 doves, 1 cow, 2 bulls, 2 ponies, 2 horses, 2 sheep, 2 goats

3. Since the initiation of the code enforcement case, what has been done, other than this application, to bring the property up to code?

Applicant Response: Cleaned and everything the City told me.

4. All items stored on the property, not used for agricultural uses must be removed.

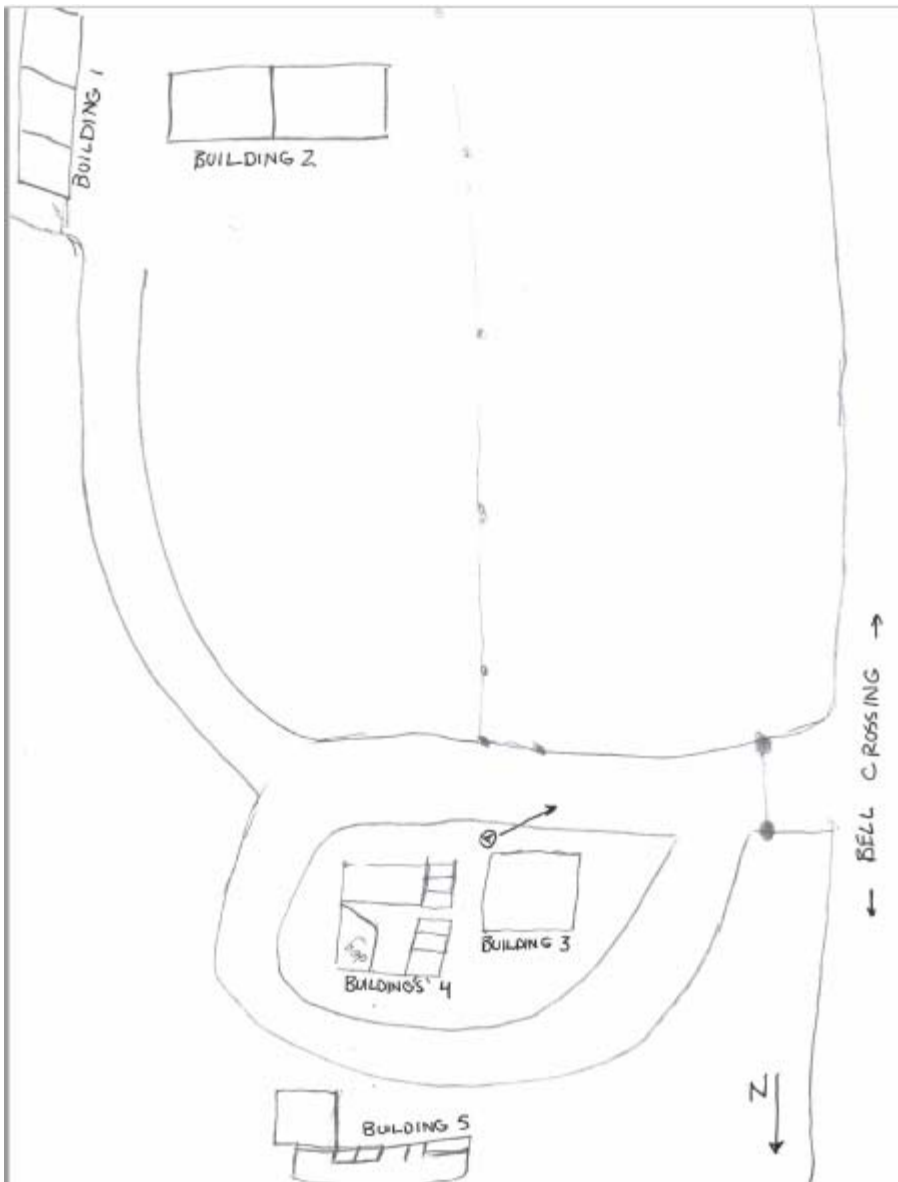
Applicant Response: I'm already taking them out.

Additional Stipulations from Meeting:

1. The applicant will need to provide staff with a manure removal plan.
2. The applicant will need to obtain building permits for all the buildings on-site.
3. All the buildings on the site will need to have uniform siding and paint.
4. The site needs to be cleaned up (and continue to be kept cleaned) per the Code Enforcement recommendations.

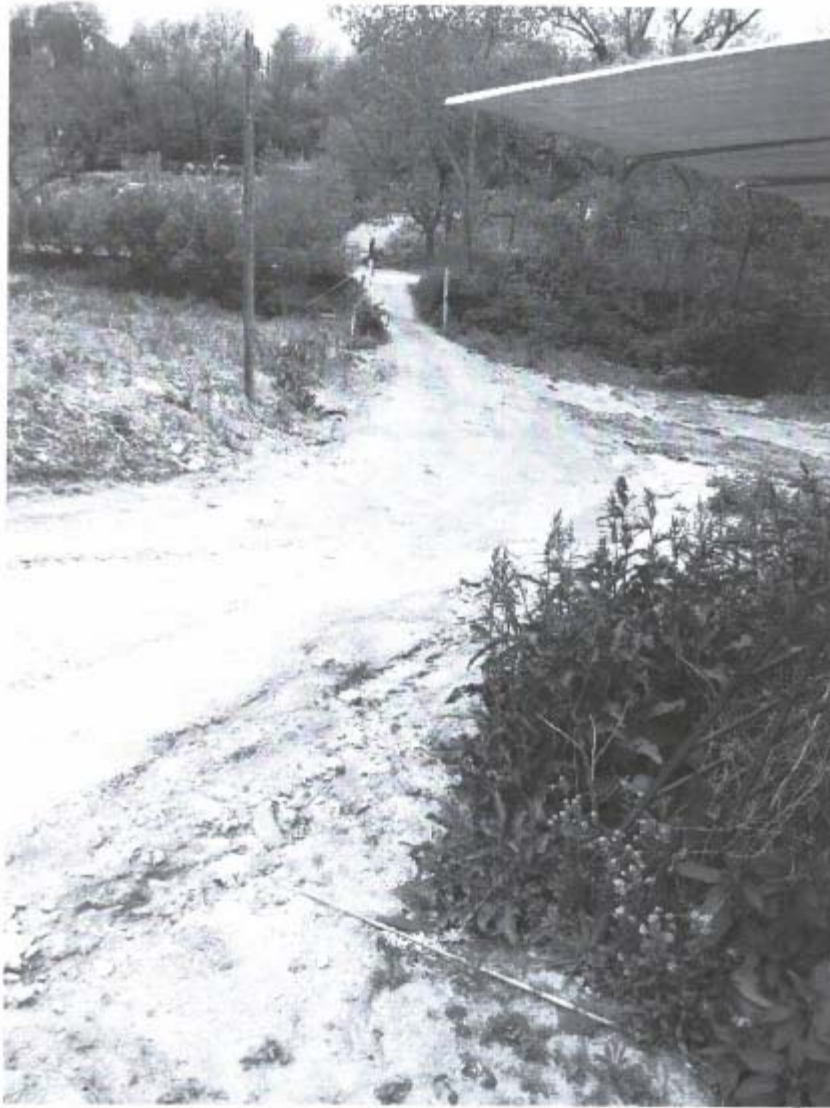
Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 3) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None



5/24/2019

921_1558631897787.jpg





BUILDING 1



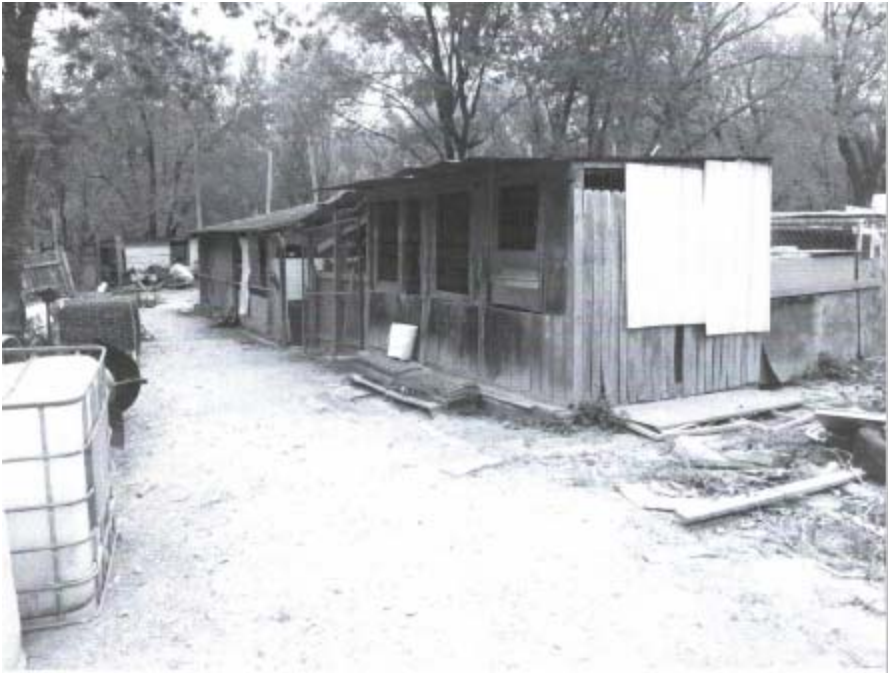
BUILDING 2



BUILDING 3



BUILDING 3



BUILDING'S 4



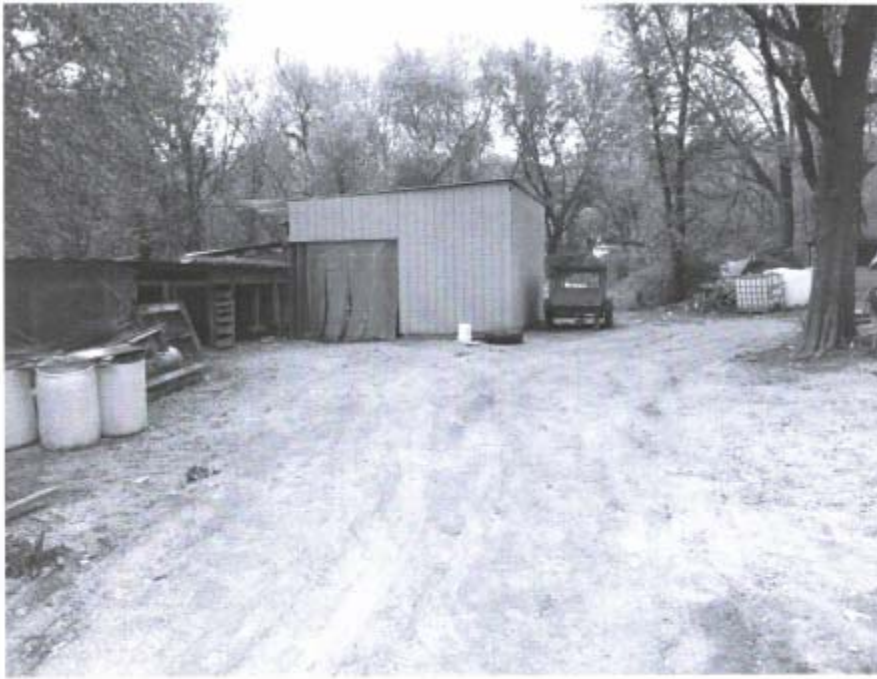
BUILDING'S 4



BUILDING 4



BLDG 5



BLDG 5



BLDG 5



Fri 8/2/2019 9:46 AM

Smith, Matthew L.
3605 BELL CROSSING

To Portillo, Kimberly

Cc Yergovich, Todd

 You replied to this message on 8/2/2019 10:17 AM.

Good morning,

Mr. Perez came into the NRC yesterday with the list of staff questions and suggestions for his zoning change to AG. On my code case, Mr. Perez has made good progress on the clean up on the property. He is also aware of the need for the repairs on the structures at the property. Todd Yergovich and I have informed him not to do the work on these structures until the zoning change is approved. Mr. Perez is more than willing to take any steps needed to correct the issues. However, the work required for the repairs and the required engineer report to obtain the BI permits for the structures will be costly. If the zoning change is not approved this would be a waste as he would then be required to remove the structures. Will this be an issue with his application?

I personally support his application as he has taken every step I have suggested and maintained contact with me along the way. I will be setting up a meeting with Mr. Perez at the property to make sure we have addressed all the issues and to check on his progress. He will be submitting the answers to the rest of the questions you gave him, but he was struggling with understanding what was needed due to the language barrier. If you have any further questions on this property feel free to contact me any time.

Thanks,

Matt Smith
Inspector
Code Enforcement Division
913-573-8653
4953 State Ave.
Kansas City, KS 66102

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas
COUNTY OF Wyandotte) SS:

Comes now Oracio H Perez of lawful age, sound mind and open his/her oath states as follows:

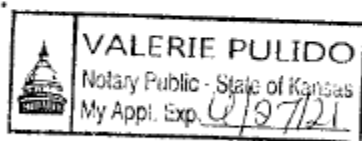
1. That I am the petitioner for Petition # 3198.
2. That I conducted a neighborhood meeting on August 8, 2019.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

Oracio H Perez
Affiant KS KOL-33-2122 Ep 9/19

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 12th day of Aug. 2019
My commission expires 06 of 27, 2021

Valerie Pulido
Notary Public



State of Kansas
County of Wyandotte

On August 08, 2019 there was
a neighborhood meeting. Attendees:

Lorenzo Garcia

3740 n. 35 st. KC, Kansas, 66104

(913) 231-6647 - Lorenzo Garcia - I agree

Maria Flores

2539 Bell Crossing Dr Kansas City KS 66104

(913) 609-7510 - Maria Flores - I agree

Albert H. Walker

5758 Georgia Ave Kansas City MO, 66104

913) 626-9591 I agree

Ramy Anderson (well agreed) to measure
of approval

913 433
641) 2514 N. 35th
L. Garcia 66104

(3547 Bell Crossing for Agriculture
KC KS 66104 zoning

JOSE M SOLIS

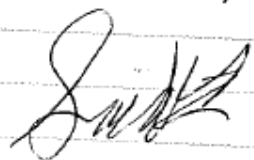
3614 SORTOR. DR I agree

RODOLFO SOLIS

3724. SORTOR DR I agree

3834: Bell Crossing DR
KCK 66104

JOSE A LOPEZ I agree

 913 265 1027

3505 SORTOR DR

Antonia LOZANO

I agree



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Change of Zone Petition #3202

GENERAL INFORMATION

Applicant:

F. Peter Kovac

Status of Applicant:

Property Owner
5809 Spinnaker Pointe
Parkville MO 64152

Requested Actions:

Change of Zone from R-1 Single Family
District to A-G Agriculture District

Date of Application:

July 26, 2019

Purpose:

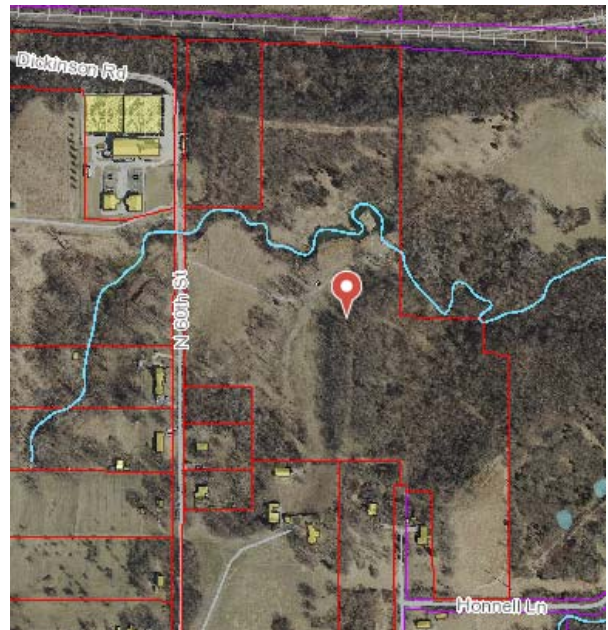
To allow cattle and accessory structures for
agricultural use

Property Location:

4251 North 60th Street

Commission Districts:

Commissioner At-Large: Melissa Bynum
District Commissioner: Dr. Jane Winkler Philbrook



Existing Zoning: R-1 Single Family District

Surrounding Zoning:

North:	A-G Agriculture District
South:	R-1 Single Family District
East:	R-1 Single Family District
West:	R-1 Single Family District and

Existing Uses:

North:	Farmland
South:	Large lot-single family homes and undeveloped land
East:	Assisted living facility
West:	Large lot single-family homes and undeveloped land

Total Tract Size: 34.86 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Rural-Density Residential.

Major Street Plan: The Major Street Plan designates North 60th Street and Honnell Lane as local streets.

Advertisement: The Wyandotte Echo – August 15, 2019
Letters to Property Owners – August 14, 2019 and September 11, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: No one appeared in opposition at the September 9, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant has requested a change of zone from R-1 Single Family District to A-G Agriculture District for 34.86 acres of land located at 4251 North 60th Street. The applicant proposes to use the land for cattle raising.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The neighborhood is rural in character. Nearby lots are 1 acre or greater and remain wooded with single family homes or undeveloped.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them.

The zoning and uses of properties nearby are laid out above. It is expected that the proposed use would be compatible with them.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

The removal of the restrictions would not detrimentally affect nearby property. Under the R-1 Single Family District Ordinance, livestock is allowed by right on parcels of 5 acres or greater. This parcel, at 34.86 acres can already be used for livestock. The change of zone will affect the number of accessory structures allowed. In R-1 Single Family, only one detached accessory structure is allowed. In A-G Agriculture, multiple accessory structures are allowed. Staff does not believe this change would negatively impact surrounding properties due to the required setbacks, large size of the parcel, and surrounding rural uses.

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

The property has remained unimproved.

5. *The extent to which the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.*

The proposed use is not reasonably necessary for the convenience and welfare of the public, but it is also not expected that it will substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.

6. *The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.*

The proposed use would not increase traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

7. *The degree of conformance of the proposed use to the Master Plan.*

The proposed use would conform to the Master Plan.

8. *The extent to which the proposed use could cause environmental harm or enhance the environment.*

The proposed use would not cause environmental harm or enhance the environment.

9. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. Water service

Available

b. Sanitary sewer service

Not available

c. Storm water control

To meet code

d. Police

Police service is provided by Midtown Patrol, District #444

e. Fire

Fire service is provided by Station #18

f. Transit

Transit service is not available in this area. The nearest transit line runs along Leavenworth Road, KCATA Route 116.

g. Schools

Kansas City, Kansas USD 500

h. Streets

See item #6 above

10. The economic impact of the proposed use on the community.

The economic impact of the proposed use on the community would be minimal.

11. The capability of the proposed use to meet applicable ordinance requirements.

The proposed use is capable of meeting applicable ordinance requirements.

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

The relative gain to the public health, safety and welfare would be minimal as compared to the hardship imposed on the individual landowner.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on August 22, 2019. The applicant also distributed surveys to nearby property owners. Neighborhood meeting minutes, sign-in, affidavit and surveys are attached.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone Application #3202, subject to:

Urban Planning and Land Use Comments:

1. Review and respond to the attached Conservation District comments.

Applicants Response: Mr. Richardson, I have read the WyCo Conservation District Report. I have no issues with any of their findings.

2. A portion of this property is located within the FEMA designated Special Flood Hazard Area (SFHA). Development in this area requires a floodplain development permit as well as a building permit.

Applicants Response: I have discussed the extreme northern boundary area along the railroad tracks with a member of staff focused on flood insurance. I told them that area was at the bottom of a 200' bluff and was very narrow- too narrow for any productive use. When they looked at the actual map they agreed. She said I did not need to buy insurance or a development permit.

Staff Response: We are unsure who Mr. Kovac spoke with regarding this. Staff would like to clarify that a floodplain development permit is required for all development within the floodplain. If Mr. Kovac were to choose to develop, including dirt fill, in the portion of land that is within the floodplain boundaries, he would be required to obtain a floodplain development permit. If he chooses to do any development work outside of the floodplain boundaries, a floodplain development permit is not required.

3. Are there currently any structures on the property? What is the property being used for and what has it historically been used for?

Applicants Response: There is a very small shed on the property. Historically it has been used to provide weatherproof storage for livestock

food. I grew up in the area and (I'm 73) it has always been used for pasture with the exception of the extreme southern 5+/- acres which was an alfalfa field. Now it serves as pasture.

The property since I've owned it has been used to graze livestock. I have limited the number of beef animals to no more than 12 to avoid overgrazing, etc. I bring yearlings (500 to 600 lb. cattle) in the spring after the grass starts growing and sell them off in late summer or early fall when they are in the 750 to 800 lb. range. I have seeded the open areas with native prairie grass every 2 years. The grass needs to be grazed. I am very wildlife and conservation centered.

Staff Response: It appears that there is nowhere near the necessary 2 acres per head of pasture land necessary to maintain an environmentally-friendly operation. This must be explained at the Planning Commission meeting. Additionally the applicant must plan measures to protect the creek and floodplain.

4. How many cattle are there?

Applicants Response: Never more than 10 to 12 yearlings.

5. How will the cattle be contained?

Applicants Response: The property is fenced (new wire 6-7 years old) and cross fenced for pasture management.

6. We need a manure management and a run-off management plan.

Applicants Response: We have never had a manure/run off problem. By my feeding and management practices I move the cattle around to "fertilize" the pasture areas. Since they are put on in April, and removed in September, and we don't have a feed yard, manure/ runoff has never been an issue. If we confined as in doing a feed yard, it would be.

7. Who is responsible for care of the land and animals?

Applicants Response: I take care of the land and animals with the help of my son and daughter. This land is respected and well looked after. Without doubt it is one of the prettiest areas in WyCo. I have been carefully eliminating the brush and "trash" trees for the past 8 years (since I retired from my real job). Everyone comments on how pretty it has become... and productive. I may be adding a vegetable garden and orchard soon. Thank you!

8. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners Meeting.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **Approval** of Change of Zone #3202, subject to the comments in the staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Conservation District Comments
Property Survey
Zoning Map
Aerial Image
Applicants Response to Comments
Neighborhood Meeting Minutes, Sign-in and Affidavit
Neighborhood Surveys, Submitted by Applicant

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	September 9, 2019	September 26, 2019
Rezoning	Approval	

STAFF CONTACT: **Kimberly Portillo**
 kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3202 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to

the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #3202 as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 38:03:

CHANGE OF ZONE APPLICATION #3202 – F. PETER KOVAC – SYNOPSIS:

Change of Zone from R-1 Single Family District to A-G Agriculture District to raise cattle at 4251 North 60th Street. Detailed Outline of Requested Action: The applicant has requested a change of zone from R-1 Single Family District to A-G Agriculture District for 34.86 acres of land located at 4251 North 60th Street. The applicant proposes to use the land for cattle raising.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated August 15, 2019;
7. The Notices to property owners dated August 14, 2019.

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

Present in Support:

- ❖ F. Peter Kovac, applicant

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 42.02: Planning Director Richardson stated that he would note that the 12 cows mentioned in the staff report would be yearlings, they would continue to use cross-fencing and grazing. With this extra note the staff recommends approval.

Motion and Vote Starts 42:29:

On motion by Ms. Huey, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3202:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

Urban Planning and Land Use Comments:

1. Review and respond to the attached Conservation District comments.

Applicants Response: Mr. Richardson, I have read the WyCo Conservation District Report. I have no issues with any of their findings.

2. A portion of this property is located within the FEMA designated Special Flood Hazard Area (SFHA). Development in this area requires a floodplain development permit as well as a building permit.

Applicants Response: I have discussed the extreme northern boundary area along the railroad tracks with a member of staff focused on flood insurance. I told them that area was at the bottom of a 200' bluff and was very narrow- too narrow for any productive use. When they looked at the actual map they agreed. She said I did not need to buy insurance or a development permit.

Staff Response: We are unsure who Mr. Kovac spoke with regarding this. Staff would like to clarify that a floodplain development permit is required for all development within the floodplain. If Mr. Kovac were to choose to develop, including dirt fill, in the portion of land that is within the floodplain boundaries, he would be required to obtain a floodplain development permit. If he chooses to do any development work outside of the floodplain boundaries, a floodplain development permit is not required.

3. Are there currently any structures on the property? What is the property being used for and what has it historically been used for?

Applicants Response: There is a very small shed on the property. Historically it has been used to provide weatherproof storage for livestock food. I grew up in the area and (I'm 73) it has always been used for pasture with the exception of the extreme southern 5+/- acres which was an alfalfa field. Now it serves as pasture.

The property since I've owned it has been used to graze livestock. I have limited the number of beef animals to no more than 12 to avoid overgrazing, etc. I bring yearlings (500 to 600 lb. cattle) in the spring after the grass starts growing and sell them off in late summer or early fall when they are in the 750 to 800 lb. range. I have seeded the open areas with native prairie grass every 2 years. The grass needs to be grazed. I am very wildlife and conservation centered.

Staff Response: It appears that there is nowhere near the necessary 2 acres per head of pasture land necessary to maintain an environmentally-friendly operation. This must be explained at the Planning Commission meeting. Additionally the applicant must plan measures to protect the creek and floodplain.

4. How many cattle are there?

Applicants Response: Never more than 10 to 12 yearlings.

5. How will the cattle be contained?

Applicants Response: The property is fenced (new wire 6-7 years old) and cross fenced for pasture management.

6. We need a manure management and a run-off management plan.

Applicants Response: We have never had a manure/run off problem. By my feeding and management practices I move the cattle around to "fertilize" the pasture areas. Since they are put on in April, and removed in September, and we don't have a feed yard, manure/ runoff has never been an issue. If we confined as in doing a feed yard, it would be.

7. Who is responsible for care of the land and animals?

Applicants Response: I take care of the land and animals with the help of my son and daughter. This land is respected and well looked after. Without doubt it is one of the prettiest areas in WyCo. I have been carefully eliminating the brush and "trash" trees for the past 8 years (since I retired from my real job). Everyone comments on how pretty it has become... and productive. I may be adding a vegetable garden and orchard soon. Thank you!

8. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners Meeting.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 2) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 2) None



Wyandotte County Conservation District
1204 N. 79th Street - Kansas City, KS 66112 - Phone (913)-334-6329 -
wyco.conservation@gmail.com

Rob Richardson
Director of Planning
701 North 7th Street Rm. 423
Kansas City, KS 66101
913-573-5750

August 13, 2019

RE: COZ 3202 F. Peter Kovac Single family to A-G 4251 North 60th Street

Dear Mr. Richardson:

The Wyandotte County Conservation District, with technical assistance from the Natural Resources Conservation Service, has completed an environmental review of the Change of Zoning for: COZ 3202 F. Peter Kovac Single family to A-G 4251 North 60th Street.

In addition to the site review the following reports were generated from the Wyandotte County Soil Survey to assess the limitations for development and/or natural resources concerns for this site.

MAPS AND REPORTS

Soils Map
Soils Inventory Report
Map Unit Description (Brief)
Soil Features

In summary, the following limitations and resource concerns were noted for this plat:

- There are five soil types that were identified: Gosport-Sogn complex, 7 to 35 percent slopes, Onawa soils, occasionally flooded, overwash, Knox silt loam, 7 to 12 percent slopes, Knox silt loam, 12 to 18 percent slopes, Knox silt loam, 18 to 30 percent slopes. These soil types are considered highly erodible when the surface is denuded of a protective cover.
- The area has some open areas to graze but the wooded areas need to be fenced. Livestock loafing in wooded areas destroys the ground cover and opens the area up to erosion. Due to the slope of the area pasture rotations need to be followed. This will increase productivity and reduce erosion on the pasture areas. Livestock need to be limited to 1 animal unit per acre of high managed pasture.
- Pasture management help is available from the office
- Shrink Swell potential has been identified as a limiting factor for the development of dwellings. Shrinking and swelling can cause damage to

buildings, roads and other structures and to plant roots. Special design commonly is needed.

Technical assistance is available from our office. Limitation maps, detail soil reports and a conservation plan can also be requested for this site from our office.

The ratings and other information in these reports are based on estimated engineering properties of the soils, on available test data and on field experience. The soil is ordinarily examined to a depth of about 6 feet. At a greater depth, additional geological investigation may be needed. The natural soils and drainage pattern have been changed in this area due to previous urban development. Therefore, the physical composition influencing the structure of the natural soil has already been altered; however, some generalities can still be applied for these soils. On site investigation is needed for detail planning as some delineations on the maps include soils that differ from the named soil. Soil lines may not be exact therefore; on site investigation is needed for site specific planning.

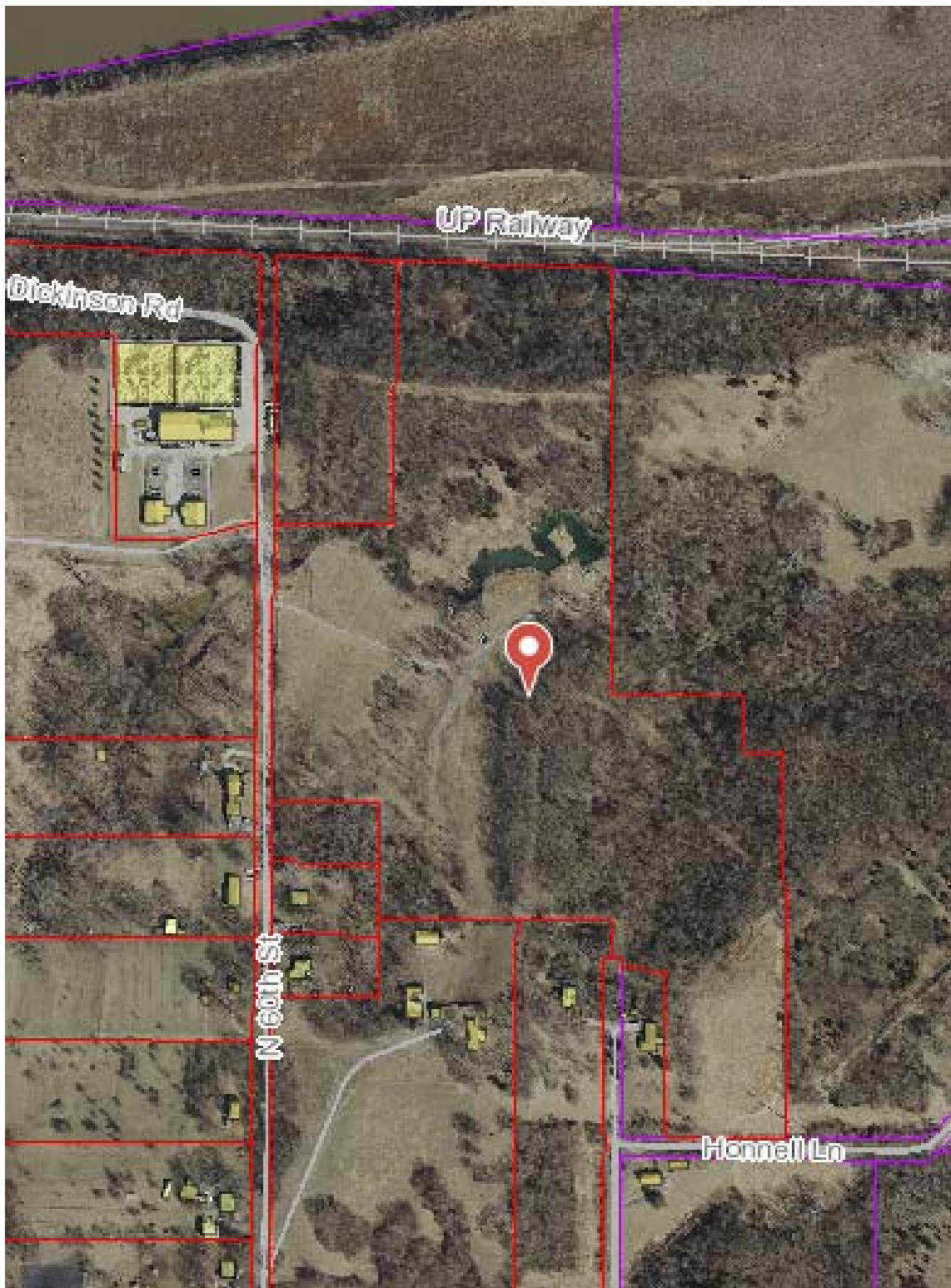
If you have any comments or questions, please do not hesitate to call me.

Sincerely,

Cheri Miller
District Manager

enclosures





8/2/19
①

Staff Comment responses for Petition #
CZ - 19401 - 00024 ref. 3202 - 4251 N. 60th St.

Q1: Mr. Richardson, I have read the W Co Conservation District report. I have no issues with any of their findings.

Q2 I have discussed the extreme northern boundary area along the railroad tracks with a number of staff focused on flood insurance. I told them that area was at the bottom of a 200' bluff and was very narrow - too narrow for any productive use. When they look at the actual map they agreed. She said I did not need to buy insurance or a development permit.

Q3. There is a very small shed on the property. Historically it has been used to provide weatherproof storage for livestock feed. I grew up in the area and (I'm 73) it has always been used for pasture with the exception of the extreme southern 5% acres which was an alfalfa field. Now it serves as pasture.

The property, since I've owned it, has

been used to graze livestock. I have limited the number of beef animals to no more than 12 to avoid overgrazing, etc. I bring yearlings (500 to 600 lb. cattle) in the spring after the grass starts growing and sell them off in late summer or early fall when they are in the 750 to 800 lb. range. I have seeded the open areas with native prairie grass every 2 years. The grass needs to be grazed -- I am very wildlife and conservation oriented.

Q4. never more than 10 to 12 yearlings.

Q5. The property is fenced (new wire 6-7 years old) and cross fenced for pasture mgmt.

Q6. We have never had a manure/run off problem. By my herding and management practices I move the cattle around to "fertilize" the pasture areas. Since they are put on in April and removed in September, and we don't have a feed yard, manure/run off has never been an issue. If we confined as in dairy or feed yard, it would be.

③
8/27/19

Q7 I take care of the land and animals
with the help of my son and daughter.

This land is respected and well looked
after. Without doubt it is one of the
prettiest areas in Wy. Co. I have been
carefully eliminating the brush and "trash"
trees for the past 8 years (since I retired
from my real job). Everyone comments on
how pretty it has become... and
productive.

It may be adding a vegetable garden
and/or an orchard soon.

Thank you!

- Pete Korne

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Wyandotte)

Comes now E. Peter Kovacs of lawful age, sound mind and upon his/her oath states as follows:

That I am the petitioner for Petition # 3202- 4251 N. 60th ST.
That I conducted a neighborhood meeting on 8/22/19.
Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

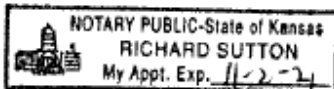
Further affiant saith not.



Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 27 day of Aug, 2019

My commission expires 2 of Aug, 2021.





Notary Public

Neighborhood Meeting Minutes

Application number: Petition # 3202
(CZ-19401-00024)

Date: 8/22/2019, 5:30pm to 7:30pm

Location: A neighbor's home - Keith & Monti
Gann 3959 N. 60th St.

Names of Attendees:

JT Mallinson (4125 N. 59th)

TED LARSON (4141 N. 60th)

ANDY TRONCALLE (4300 N. 60th)

Pete Kovac (4023 N. 59th & 4251 N. 60th)

JULIA CARDENAS PEREZ (4140 N. 60th)

R.B. POb (4300 N. 60th)

Monte & Keith GANN (3959 N. 60th)

In addition to the actual neighborhood meeting a letter and questionnaire, along with a postage pre-paid, pre-addressed reply envelope was mailed to the 24 individuals provided by the Unified Government. (Sample enclosed)

- 4 individuals responded by mail (enclosed)
- 2 individuals responded by phone:
 - 1) Julie Trobridge (4100 N. 59th)
 - 2) Lawyer for Water One
- 5 individuals responded in person.

All 11 respondents supported my request for rezoning. I did not receive one negative response.

Presentation: I (Pete Kowal) opened the meeting at approximately 5:45 pm. After the welcome I expressed the reason for my re-zoning request and explained there would be no significant changes to 4251 N. 60th St. except improvements.

No one objected to the request.

The main question of the meeting revolved around Ag vs. R-1 zoning. Roughly half of the attendees didn't really have an understanding at all. Since my taxes on both parcels said "Ag Classification" from the assessor's office I believed our zoning was Ag. Some neighbors believed what I had believed.

I passed out color copies of the Ag vs R-1 properties (copy enclosed) which created more discussion as to why some parcels on 60th are Ag and some aren't. I tried to explain what I understood from the zoning Master plan and that you have to have some Ag commodity being produced on the land -- livestock, orchard, truck farming, etc..

I was raised at 4023 N. 59th and all the neighbors were farmers until the 1980's. The BPU Plant changed farming in the river bottoms. However, because of the rolling hills and valleys, its my understanding the area will never be developed for residential because of the cost of sewer systems. So, since its so rural, many people see it as an "agorural" area.

④

All in all the meeting was most positive. More recent neighbors said they chose the area because of its rural nature and want to keep it that way. Roughly half of the homeowners in the area are newcomers (3 years or less).

The meeting adjourned approximately 7:30 pm.

Minutes were taken by me. (Pete Koon)

August 12, 2019

To:

Dear Neighbor,

This is Peter Kovac, the landowner down the street. Over the past several years, I have pastured cattle on the 35 acres next to the Water One plant at the end of 60th St. Recently, I found out it is zoned RI (residential) even though the tax assessor's office has it classified as Ag.

To officially get the land zoned as Ag, I have filed an application with the department of Urban Planning and Land Use (application case #3202—4251 N. 60th St.). The hearing is scheduled for 9/9/19 and I am required to host a neighborhood meeting to gain your feedback and answer any questions.

The plan for the farm will continue to be vegetable gardening, perhaps an orchard, and livestock grazing. It will not impact the neighborhood anymore than it has over the past years.

The neighborhood meeting will be on the evening of August 22, 2019 at 5:30 p.m. I will be there to answer any questions and explain why I'm requesting this change of zoning classification. The meeting will be held at my sister's home, 3957 N 60 St., 66104.

I'll look forward to seeing you at the meeting. In the event you are unable to attend and want to comment, I have enclosed a pre-addressed and postage paid envelope and questionnaire. Please check off the appropriate boxes and sign your name over your address.

Thank you for your support on the re-zoning request.

Peter Kovac
5809 Spinaker PT
Parkville, MO 64152
816.591.1285 (mobile)

Dear Neighbor, *Ted & Marilyn,*

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☒

Yes

☐

No

☐

No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒

No

☐

Yes

If yes, please explain:

Your name: Ted Larson

Address: 4141 N. 60th St. KC, KS 66104

Date: 8/22/20

Thank you for your time and consideration.

Dear Neighbor,

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☒

Yes

☐

No

☐

No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒

No

☐

Yes

If yes, please explain:

Your name: James Mallinson

Address: 4125 N 59th St Kansas City, KS 66104

Date: 8/22/19

Thank you for your time and consideration.

Dear Neighbor, Rolling Acres Peace and Tranquility
Partners at 4300 North 60th Street Trust

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☒

Yes

☐

No

☐

No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒

No

☐

Yes

If yes, please explain:

We are in full support of the
proposed rezoning without hesitation
or reservation.

Your name: A.J. Trancelli, as co-trustee and not
Address: 4300 N. 60th St., KCK 66104 personally,
Date: 08-22-19

Thank you for your time and consideration.

Dear Neighbor,

Jan,

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☒

Yes

☐

No

☐

No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒

No

☐

Yes

If yes, please explain:

Good Luck!!

Your name: Lou Brazwell / LEAV. Rd Assn.

Address: ~~57~~ 6100 LEAV. Rd.

Date: 8-17-2019

Thank you for your time and consideration.

Dear Neighbor, *Chad & Maria,*

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☒

Yes

☐

No

☐

No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒

No

☐

Yes

If yes, please explain:

"complaint"
the only "objection" is that
the "creek" has been dammed
up on the property leaving our
creek bed dried out. But as for
zoning purposes AG is fine

Your name: Elwood, Chad & Maria

Address: 4200 N 60th St KCKS 66104

Date: 08.16.2019

Thank you for your time and consideration. *appreciate your help!*

Dear Neighbor, *Jase,*

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☒

Yes

☐

No

☐

No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒

No

☐

Yes

If yes, please explain:

Your name:

Josell Perez C.

Address:

4140 N 60th NCVS 66104

Date:

8-16-19

Thank you for your time and consideration.

- Jase

Dear Neighbor,

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☐

Yes

☐

No

☒

No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒

No

☐

Yes

If yes, please explain:

Your name: Darci Meese - Manager Legal Services

Address: Walden

Date: 10747 Renner Blvd, Lenexa KS

8-22-19

Thank you for your time and consideration.

Dear Neighbor, ROLLING ACRES PEACE AND TRANQUILITY
PASTURES (RAPATP) AT 4300 NORTH 60TH STREET
TRUST

Please take a minute to fill out this form if you will be unable to attend the neighborhood meeting on August 22, at 5:30 p.m. at 3957 N 60th St.

I appreciate your time and I would also be happy to answer any questions you have by phone. My mobile is 816.591.1285

1. Are you in favor of this rezoning from Residential 1 to AG?

☒ Yes ☐ No ☐ No Opinion

2. Do you have any objections to zoning the 4251 N 60th property Agricultural?

☒ No ☐ Yes

If yes, please explain:

WE FULLY SUPPORT THE AG ZONING
AND PLAN TO DO THE SAME -
THIS AREA IS DEFINITELY
AGRICULTURAL - NOT RESIDENTIAL.
PLEASE FEEL FREE TO REACH OUT
FOR ANY ADDITIONAL SUPPORT
NEEDED

Your name: R. B. POZ AS CO-TRUSTEE AND NOT PERSONALLY
OF (RAPATP), ALL PARTIES DEALING WITH RAPATP SHOULD INDIVIDUALLY
Address: 4300 N. 60TH STREET LOOK SELECT TO
15615, 66104-1131 THE ASSETS OF THE
Date: 8-22-19 TRUST.

Thank you for your time and consideration.

EXTENSION 4#
913/334-8957
ROLLING-ACRES FARM @ ATT.NET



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Change of Zone Petition #3203

GENERAL INFORMATION

Applicant:
Sumey Mohamamdrabie

Status of Applicant:
Property Owner
935 Kansas Avenue
Kansas City, KS 66105

Requested Actions:
Change of Zone from R-1(B) Single
Family District to R-2(B) Two Family
District

Date of Application:
July 26, 2019

Purpose:
To operate a duplex

Property Location:
1028 Sandusky Avenue

Commission Districts:
Commissioner At-Large: Tom Burroughs
District Commissioner: Brian McKiernan



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

Surrounding Zoning:

North:	R-1(B) Single Family District
South:	R-1(B) Single Family District
East:	R-1(B) Single Family District
West:	R-1(B) Single Family District

Existing Uses:

North:	Single Family Homes
South:	Single Family Homes
East:	Single Family Homes
West:	Single Family Homes

Total Tract Size: .13 acre

Master Plan Designation: The Downtown Master Plan designates this property as Neighborhood Residential.

Major Street Plan: The Major Street plan classifies Sandusky Avenue as a local street.

Advertisement: The Wyandotte Echo – August 15, 2019
Letters to Property Owners – August 14, 2019 and September 11, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: No one appeared in opposition at the September 9, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant has requested a change of zone from R-1(B) Single Family District to R-2(B) Two-Family District to operate a duplex on .13 acres.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

FACTORS TO BE CONSIDERED

1. Neighborhood character.

This area is a dense residential neighborhood located close to downtown. The area was downzoned to better match existing uses in 2006 as part of the Bethel Neighborhood downzoning.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them.

The neighborhood is a densely populated residential neighborhood, zoning and uses are laid out above. The proposed use of two-family residential could be compatible.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

The property has been used as a duplex in the past but was since used as a single-family home.

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

The home last held a rental license in 2009. Staff is uncertain if it has been owner-occupied or vacant since that time.

5. *The extent to which the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.*

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

6. *The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.*

The proposed zoning district of R-2(B) requires one off-street parking space per living unit. The property in question does have off-street parking available that could be used and would prevent an increase in parking demand along the street.

7. *The degree of conformance of the proposed use to the Master Plan.*

The proposed use conforms to the Master Plan.

8. *The extent to which the proposed use could cause environmental harm or enhance the environment.*

The proposed use would not cause environmental harm or enhance the environment.

9. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. *Water service*

Available

b. Sanitary sewer service

Available

c. Storm water control

To meet code

d. Police

Police service is provided by East Patrol, District #114

e. Fire

Fire service is provided by Station #9

f. Transit

KCATA operates along 10th Street, Route #104

g. Schools

Kansas City, Kansas USD 500

h. Streets

See item #6 above

10. The economic impact of the proposed use on the community.

The economic impact of using the home as a duplex rather than a single-family home would be minimal, although it would benefit the community by creating additional housing in an area where it is limited.

11. The capability of the proposed use to meet applicable ordinance requirements.

The proposed use is capable of meeting applicable ordinance requirements.

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

The homeowner would be required to return the use to single-family.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on August 22, 2019. Neighborhood meeting minutes, sign-in and affidavit are attached.

KEY ISSUES

Parking area

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zoning Application #3203, subject to:

Urban Planning and Land Use Comments:

1. To what extent has the home been converted for two units? Were permits applied for to convert this property to a two-family home?

Applicants Response: The property was purchased from Wyandotte County sales tax auction. Since we have purchased it as is. As for the property originally was two units-permits had to been required in the past. In order to have two different utilities and other lines drawn and pass code inspection. During the interior renovation upgrade after purchase, Mr. Todd came along to check the codes Property already had two of everything ran into the building, we were having to bring it to code rules to have Mr. Todd pass it.

Staff Response: The existence of what appears to be 2 units does not was done with permits.

2. This property was part of the Bethany Neighborhood downzoning, approved August 31, 2006. This property, along with the rest of the block, was rezoned from RP-5 to R-1(B).

Applicants Response: I am unaware of the downzoning as properties around the neighborhood are duplex.

3. It appears the off-street parking in the back of the structure is poorly maintained gravel. This must be improved to be a paved surface.

Applicants Response: Correct, we are in process of paving the driveway as we have cleaned up the area 08/18/2019 and now are waiting on the company to come and gravel the back.

Staff Response: To clarify, staff considers paved to be a hard surface; i.e. concrete or asphalt. No more than 30% of the rear yard may be paved. The rezoning will not be published until this is inspected and approved by staff.

4. This property has previously held a rental license for two units; however it received a rental license for only one unit prior to the neighborhood downzoning. This was not considered an existing non-conforming use at the time of the downzoning because it was being used as a single-family home. See below timeline of licensing:

99990-12626 Approved for 2 units 10/22/1998, terminated 4/30/2002

02990-00413 Approved for 1 unit 5/6/2002, terminated 1/16/2009

No rental license from 2009 to 2019

19990-00330 Application for 2 units submitted 5/8/2019

Applicants Response: Correct we were unaware as we were beginning the process, always has been a two unit. Looking to correct this matter to have an up to date accurate rental license. As you have mentioned it was issued back in 1998.

5. Was the property used as a single-family home when there was no rental license from 2009 to 2019, or was it vacant?

Applicants Response: The property has been rented.

Staff Response: If the change of zone application is denied, the property owner must still obtain a rental license for 1 unit if renting.

6. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners Meeting.

Applicants Response: Check of \$50.00 will be submitted.

7. Applicant must work with staff to improve landscape, fix bowing siding and add shutters or other aesthetic features to the home prior to publication of the zoning change.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **APPROVAL** of Petition #3203 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes Zoning Map
Photos provided by the applicant
Exterior site plan
Neighborhood meeting minutes, sign-in and affidavit
Applicant's response to comments.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	September 9, 2019	September 26, 2019
Rezoning	Approval	

STAFF CONTACT: **Kimberly Portillo**
 kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3203 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #3203 as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 43:07:

CHANGE OF ZONE APPLICATION #3203 – SUMEY MOHAMAMDRABIE WITH AMY THREE S LLC – SYNOPSIS: Change of Zone from R-1 Single Family District to R-2(B) Two Family District for continuation of a duplex at 1028 Sandusky Avenue. **Detailed Outline of Requested Action:** The applicant has requested a change of zone from R-1(B) Single Family District to R-2(B) Two-Family District to operate a duplex on .13 acres.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated August 15, 2019; and
7. The Notices to property owners dated August 14, 2019.

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

Present in Support:

- ❖ Sumey Mohamamdrabie, applicant, 935 Kansas Avenue, Kansas City, Kansas 66105

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 46:00: Planning Director Richardson stated that given the design and structure of the house unless there was a front porch that was removed at some point, with the two doors on the one side, he has never seen one built like this. Also, there is nothing else in the area like this structure. At some point the house was probably converted. If the applicant is willing to make a couple of the improvements in the staff report such as improving the landscaping, added shutters, etc., the staff recommends approval as there is no neighborhood opposition. He will do some paving in the back yard (less than 30%.)

Motion and Vote Starts 47:14:

On motion by Dr. Serda, seconded by Dr. Neal, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3203:**

Carson **Chairman**

Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to recommend APPROVAL Passed: 8 to 0
Subject to:

Urban Planning and Land Use Comments:

1. To what extent has the home been converted for two units? Were permits applied for to convert this property to a two-family home?

Applicants Response: The property was purchased from Wyandotte County sales tax auction. Since we have purchased it as is. As for the property originally was two units-permits had to been required in the past. In order to have two different utilities and other lines drawn and pass code inspection. During the interior renovation upgrade after purchase, Mr. Todd came along to check the codes Property already had two of everything ran into the building, we were having to bring it to code rules to have Mr. Todd pass it.

Staff Response: The existence of what appears to be 2 units does not was done with permits.

2. This property was part of the Bethany Neighborhood downzoning, approved August 31, 2006. This property, along with the rest of the block, was rezoned from RP-5 to R-1(B).

Applicants Response: I am unaware of the downzoning as properties around the neighborhood are duplex.

3. It appears the off-street parking in the back of the structure is poorly maintained gravel. This must be improved to be a paved surface.

Applicants Response: Correct, we are in process of paving the driveway as we have cleaned up the area 08/18/2019 and now are waiting on the company to come and gravel the back.

Staff Response: To clarify, staff considers paved to be a hard surface; i.e. concrete or asphalt. No more than 30% of the rear yard may be paved. The rezoning will not be published until this is inspected and approved by staff.

4. This property has previously held a rental license for two units; however it received a rental license for only one unit prior to the neighborhood downzoning. This was not considered an existing non-conforming use at the time of the downzoning because it was being used as a single-family home. See below timeline of licensing:

99990-12626 Approved for 2 units 10/22/1998, terminated 4/30/2002

02990-00413 Approved for 1 unit 5/6/2002, terminated 1/16/2009

No rental license from 2009 to 2019

19990-00330 Application for 2 units submitted 5/8/2019

Applicants Response: Correct we were unaware as we were beginning the process, always has been a two unit. Looking to correct this matter to have an up to date accurate rental license. As you have mentioned it was issued back in 1998.

5. Was the property used as a single-family home when there was no rental license from 2009 to 2019, or was it vacant?

Applicants Response: The property has been rented.

Staff Response: If the change of zone application is denied, the property owner must still obtain a rental license for 1 unit if renting.

6. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners Meeting.

Applicants Response: Check of \$50.00 will be submitted.

7. Applicant must work with staff to improve landscape, fix bowing siding and add shutters or other aesthetic features to the home prior to publication of the zoning change.

Public Works Comments:

A) Items that require plan revision or additional documentation before engineering can recommend approval:

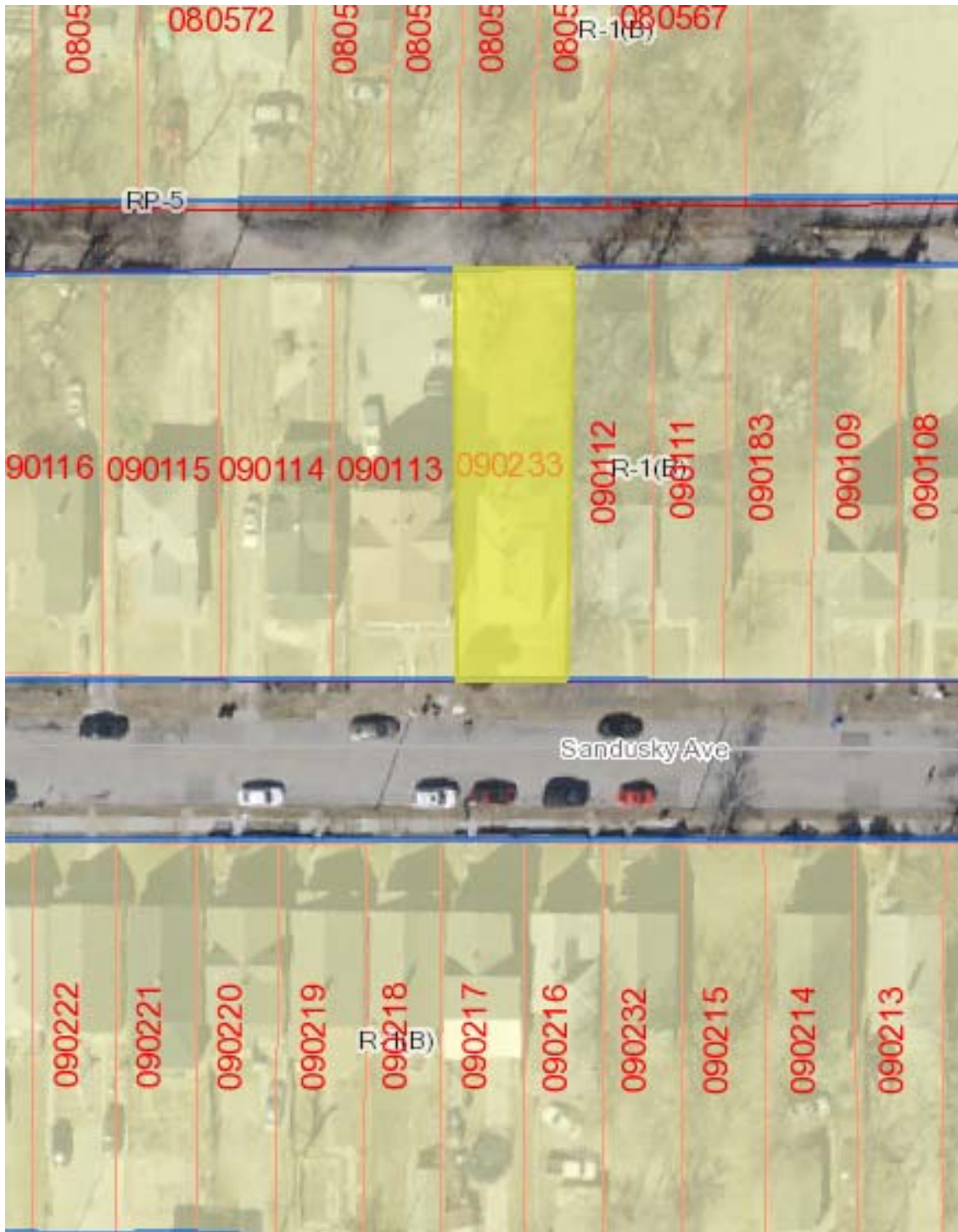
1) None.

B) Items that are conditions of approval (stipulations):

1) None.

C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

1) None







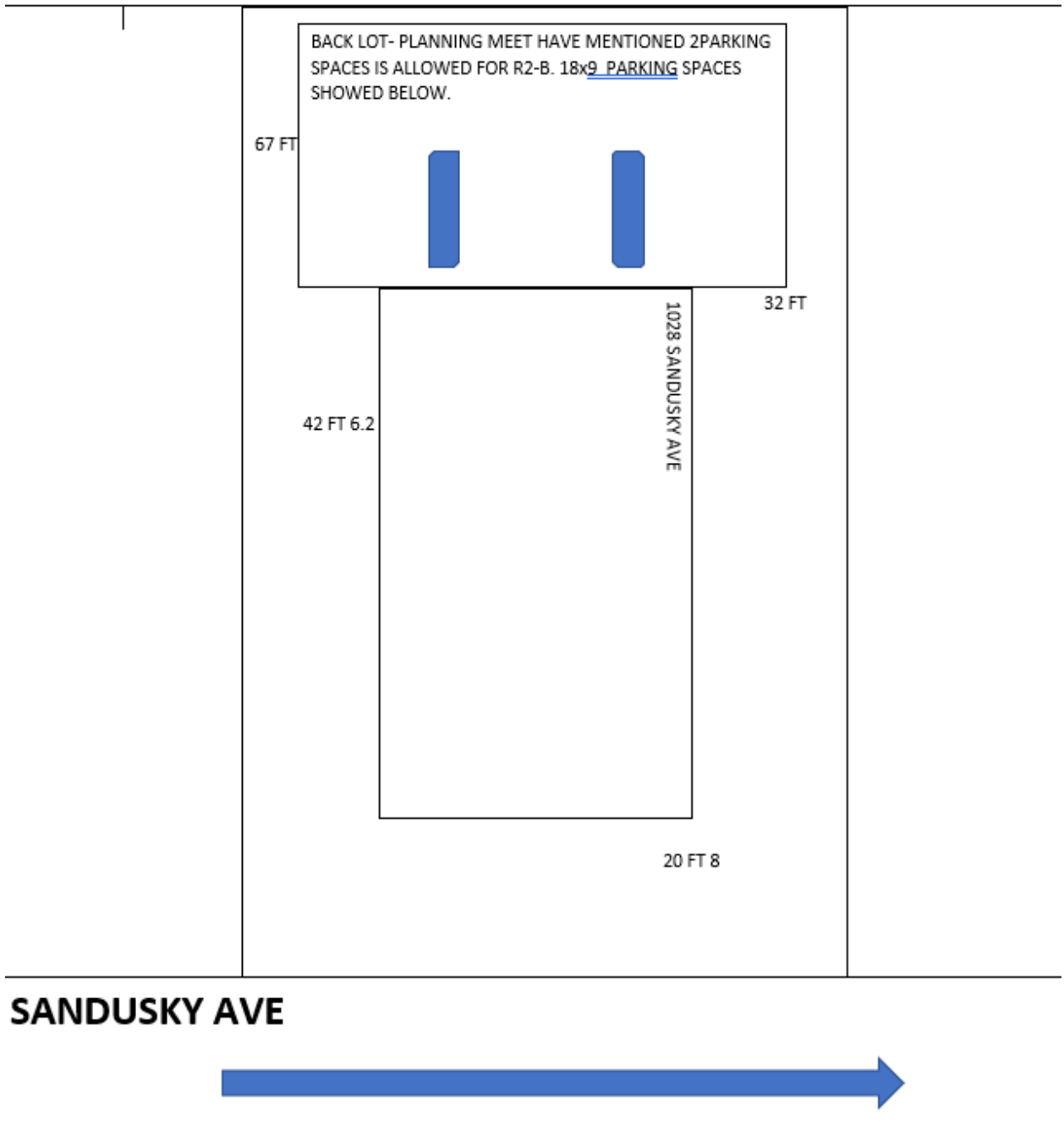








ALLEY



Application Number : 3203

Date and Location: August 22, 2019 1028 Sandusky Ave Kansas City KS 66102

Meeting called to order at: 408 N 7th Street Trfy, Kansas City KS 66102

Names of people in attendance:

Alice Johnson 1044 Grandview Blvd KCK

Introductions:

Appreciate you coming in, as you have received the letter. We have purchased a property where it came to our attention that it is a R1 needing to get a rental license and we have to change the zoning to a R2-B. Have you been by the property, if not here are the images of this property.

Questions and answers (including the following):

Applicant asked questions and reviewed the issue we are having and looking to correct the matter.

Alice Johnson asked if a new development was taking place?

Applicant replied- No, we are looking to change the zoning since it currently shows a R-1. We are looking to change it to a R-2B to have a rental license.

Applicant asked, Do you have any issues or concerns with this case being an R1 to a R2-B?

No was the response, since she lives behind the property notices many other areas that are more than one unit mentioned property 1042. Along how this property 1028 has always been a duplex.

Applicant asked do you feel that this will be an issue to you or the community

No issues at all

Meeting adjourned at:

Minutes taken by: 6:00 PM to 6:40 PM

NAME

ADDRESS

DATE/TIME

[illegible]

August 9, 2019

Amy Three S, LLC
935 Kansas Ave
Kansas City, KS 66105

Neighborhood Meeting

We have filed an application with the Department of Urban Planning and Land Use #3203. The purpose of this is for Change of Zone from R-1 Single Family district to R-2(B) Two Family district for the duplex. At the following address: 1028 Sandusky Ave, Kansas City, KS 66102.

We are having a neighborhood meeting on August 22, 2019 at 6pm at the following address...408 N 7th Street Trfy, Kansas City, KS 66101.

The purpose of this meeting is to explain the proposal and to answer any questions/concerns you may have.

I look forward to seeing you at the neighborhood meeting. If you are unable to attend please contact me at the phone number listed below.

Sincerely,
Sumey Mohammadrabie
913-202-9895

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyandotte) SS:

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

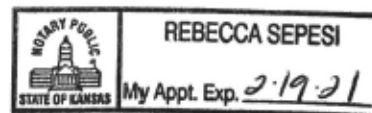
1. That I am the petitioner for Petition # 3203.
2. That I conducted a neighborhood meeting on 08-22-2019 6PM.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 23 day of August, 2019.
My commission expires 19 of February, 2021 th


Notary Public



1028 Sandusky Ave KCK #3203

Urban Planning & Land Use Reply:

- 1) The property was purchased from Wyandotte County sales tax auction. Since we have purchased it as is. As for the property originally was two units-permits had to been required in the past. In order to have two different utilities and other lines drawn and pass code inspection. During the interior renovation upgrade after purchase, Mr. Todd came along to check the codes. Property already had two of everything ran into the building, we were having to bring it to code rules to have Mr. Todd pass it.
- 2) I am unaware of the downzoning as properties around the neighborhood are duplex.
- 3) Correct, we are in process of paving the drive way as we have cleaned up the area 08/18/2019 and now are waiting for the company to come and gravel the back.
- 4) Correct we were unaware as we were beginning the process, always has been a two unit. Looking to correct this matter to have a up to date accurate rental license. As you have mentioned it was issued back in 1998.
- 5) The property has been rented
- 6) Check of \$50.00 will be submitted.



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Change of Zone Petition #3204

GENERAL INFORMATION

Applicant:

Eliot and Ian Arnold

Status of Applicant:

Owners
Beachwood Holdings LLC
60 Kansas Avenue
Kansas City, KS 66105

Requested Actions:

Change of Zone from
R-1(B) Single District to R-2(B)
Two Family District

Date of Application:

July 26, 2019

Purpose:

To convert assembly space to a duplex

Property Location:

4225 Mission Road, 3002 – 3004 West 43rd Avenue and 3014 West 43rd Avenue

Commission Districts: Commissioner At Large: Ann Brandau Murguia



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

Surrounding Zoning:

North:	R-1(B) Single Family District
South:	CP-0 Planned Nonretail Business and R-2(B) Two Family Districts (across West 43 rd Avenue)
East:	R-1(B) Single Family District
West:	R-1(B) Single Family District (across Mission Road)

Existing Uses:

North:	Single family homes
South:	Duplexes and vacant land
East:	Single family homes
West:	Single family homes

Total Tract Size: .89 acre

Master Plan Designation: The Rosedale Master Plan designates these properties as General Urban.

Major Street Plan: The Major Street Plan classifies Mission Road and West 43rd Avenue as a Class C Thoroughfare.

Advertisement: The Wyandotte Echo – August 15, 2019
Letters to Property Owners – August 14, 2019 and September 11, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: One person appeared at the September 9, 2019 City Planning Commission Meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Eliot and Ian Arnold with Beachwood Holdings LLC want to rezone the property from R-1(B) Single Family District to R-2(B) Two Family District to convert an assembly space/building to a duplex at 4225 Mission Road.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

FACTORS TO BE CONSIDERED

1. *Neighborhood character.*

The character of the neighborhood is comprised of single-family homes, apartments and duplexes. Mission Road is one of two major north/south streets running through Rosedale leading traffic from Interstate 35 to County Line Road.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them.*

The zoning and uses of properties nearby are set out above. The proposed use is compatible with surrounding uses as there are duplexes south, across West 36th Avenue.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

Removal of the restrictions will not detrimentally affect nearby property.

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

There are no business or rental licenses on the property, so staff cannot determine how long the property has been vacant.

5. *The extent to which the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.*

The proposed use is not reasonably necessary for the convenience, and welfare of the public, except whomever lives in the residence and will not permanently injure the appropriate use, visual quality or marketability of nearby property.

6. *The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.*

The proposed use will not increase traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

7. *The degree of conformance of the proposed use to the Master Plan.*

The proposed use conforms to the Master Plan.

8. *The extent to which the proposed use could cause environmental harm or enhance the environment.*

The proposed use will not cause environmental harm.

9. The extent to which utilities and public services are available and adequate to serve the proposed use.

a. Water service

Available

b. Sanitary sewer service

Available

c. Storm water control

To be designed to meet City Code

d. Police

Police service is provided by South Patrol, District #332

e. Fire

Fire service is provided by Station #10

f. Transit

Kansas City ATA does not provide transit service near this property.

g. Schools

Kansas City, Kansas USD 500

h. Streets

See item #6 above

10. The economic impact of the proposed use on the community.

The proposed use will have a minimal economic impact on the community.

11. The capability of the proposed use to meet applicable ordinance requirements.

The proposed use is capable of meeting applicable ordinance requirements.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowners is minimal. If the application is denied, the applicant will need to convert the structure to a single-family home.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on August 22, 2019. According to the applicant, the attendee at the meeting was not opposed to the project.

KEY ISSUES

Driveway
Carport

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 9 to 0 to recommend **APPROVAL** of Change of Zone Application #3204, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
2. What is the floor area of each unit?

Applicant Response: The square footage on the proposed duplex is 780.9 square feet for the west unit and 828.375 square feet for the east unit.

3. The proposed gravel driveway is not permitted per code. The driveway must be a permanent hard surface, comprised of asphalt or concrete.

Applicant Response: See plan.

4. The driveway may not exceed 24 feet in width and more than 40 percent of the front yard.

Applicant Response: See plan.

5. For a carport (detached accessory structure/buildings), the standards are as follows:
 - a. Such building shall not be located in front of the house, nor closer than three feet to any side or rear yard property line.
 - b. The total area shall not exceed 1,000 square feet.
 - c. In any residential district on lots or tracts of less than three acres, the following conditions shall apply to any detached accessory building of greater than 120 square feet in floor area:

- i. The exterior wall materials shall be limited to customary residential finish materials. These specifically include: horizontal clapboard siding of all materials; wood and plywood siding; stone and brick, both actual and artificial, and textured finishes such as stucco and stucco board which visually cover the underlying material regardless of the underlying material. These specifically exclude preformed, corrugated or ribbed metal, fiberglass or plastic sheets or panels. Also, excluded as an exterior material are standard concrete masonry units. Exception: Metal can be used for the walls of the unit provided they have a factory applied and painted finish closely matching the color of the primary structure. Also, excluded as an exterior material are standard concrete masonry units except when the walls of the building are painted the exact color of the primary structure.
- ii. The exterior roofing materials for roofs sloped more than two in 12 shall be shingles or tiles and not metal, fiberglass or plastic sheets. Exception: If using a metal roof, the color must be a factory applied and painted finish that closely matches the roof color of the primary structure or the color of the primary structure itself if the roof and walls of the accessory structure are to be the same color.
- d. Any accessory structure located in the front yard must obtain a variance from the Board of Zoning Appeals.

Applicant Response: The carport will be made of similar materials to the house. 4" x 4" posts, with exterior cement siding of the same color and make as we plan to add to the house.

- 6. Because more units are proposed in the future, the overall development shall comply with the Rosedale Master Plan Urban Multi-Family Residential Design Guidelines (see in attachments).

Applicant Response: We will comply with the Rosedale Master Plan.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None
- B) Items that are conditions of approval (stipulations):
 - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

Additional Stipulation at Meeting:

Prior to any additional development of new structures the applicant provides a final plan review to the Commission that shows the layout of the lots and traffic circulation.

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **APPROVAL** of Petition #3204 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Applicant Response Letter
Neighborhood Meeting Minutes
Site Plan
Grading Plan
Landscape Plan
Building Elevations
Rosedale Master Plan Urban Multi-Family Residential Design Guidelines

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Board of Commissioners
Public Hearing	September 9, 2019	September 26, 2019
Rezoning	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3204 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #3204, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 47:55:

CHANGE OF ZONE APPLICATION #3204 – ELIOT ARNOLD WITH BEACHWOOD HOLDINGS LLC – SYNOPSIS: Change of Zone from R-1(B) Single Family District to R-2(B) Two Family District for a multi-family residential development at 3002, 3004 and 3014 West 43rd Street and 4225 Mission Road. **Detailed Outline of Requested Action:** The applicants, Eliot and Ian Arnold with Beachwood Holdings LLC want to rezone the property from R-1(B) Single Family District to R-2(B) Two Family District to convert an assembly space/building to a duplex at 4225 Mission Road.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated August 15, 2019;
7. The Notices to property owners dated August 14, 2019.

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

Present in Support:

- ❖ Eliot Arnold, applicant, Beachwood Holdings, LLC, 60 Kansas Avenue, Kansas City, Kansas 66105

Present in Opposition:

- ❖ John W. O'Reilly, owner of 2941-2943, 2937-2939, 2933-2935, 2925-2927 West 43rd Avenue and the open lot on the corner

Staff Recommendation Starts 54:20: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report with the addition

that prior to any additional development of new structures the applicant provide a final plan review to the Commission that shows the layout of the lots and traffic circulation.

Motion and Vote Starts 57:28:

On motion by Dr. Serda, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3204:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
2. What is the floor area of each unit?

Applicant Response: The square footage on the proposed duplex is 780.9 square feet for the west unit and 828.375 square feet for the east unit.

3. The proposed gravel driveway is not permitted per code. The driveway must be a permanent hard surface, comprised of asphalt or concrete.

Applicant Response: See plan.

4. The driveway may not exceed 24 feet in width and more than 40 percent of the front yard.

Applicant Response: See plan.

5. For a carport (detached accessory structure/buildings), the standards are as follows:
 - a. Such building shall not be located in front of the house, nor closer than three feet to any side or rear yard property line.
 - b. The total area shall not exceed 1,000 square feet.
 - c. In any residential district on lots or tracts of less than three acres, the following conditions shall apply to any detached accessory building of greater than 120 square feet in floor area:

- i. The exterior wall materials shall be limited to customary residential finish materials. These specifically include: horizontal clapboard siding of all materials; wood and plywood siding; stone and brick, both actual and artificial, and textured finishes such as stucco and stucco board which visually cover the underlying material regardless of the underlying material. These specifically exclude preformed, corrugated or ribbed metal, fiberglass or plastic sheets or panels. Also, excluded as an exterior material are standard concrete masonry units. Exception: Metal can be used for the walls of the unit provided they have a factory applied and painted finish closely matching the color of the primary structure. Also, excluded as an exterior material are standard concrete masonry units except when the walls of the building are painted the exact color of the primary structure.
- ii. The exterior roofing materials for roofs sloped more than two in 12 shall be shingles or tiles and not metal, fiberglass or plastic sheets. Exception: If using a metal roof, the color must be a factory applied and painted finish that closely matches the roof color of the primary structure or the color of the primary structure itself if the roof and walls of the accessory structure are to be the same color.
- d. Any accessory structure located in the front yard must obtain a variance from the Board of Zoning Appeals.

Applicant Response: The carport will be made of similar materials to the house. 4" x 4" posts, with exterior cement siding of the same color and make as we plan to add to the house.

- 6. Because more units are proposed in the future, the overall development shall comply with the Rosedale Master Plan Urban Multi-Family Residential Design Guidelines (see in attachments).

Applicant Response: We will comply with the Rosedale Master Plan.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None
- D) Items that are conditions of approval (stipulations):
 - 1) None
- E) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

Additional Stipulation at Meeting:

Prior to any additional development of new structures the applicant provides a final plan review to the Commission that shows the layout of the lots and traffic circulation.

August 26, 2019

Byron Toy, AICP
Principle Planner
Urban Planning and Land Use
Unified Government of Wyandotte County/ Kansas City Kansas
701 North 7th Street, Room 423
Kansas City, Kansas 66101
btoy@wycokck.org

RE: Response to Staff Comments and Suggestions

1. Attached
2. The sq footage on the proposed duplex is 780.9 sq ft for the West and 828.375 sq ft for the East Unit.
3. See plan
4. See plan
5. The Carport will be made of similar materials to the house. 4x4 posts, with exterior cement siding of the same color and make as we plan to add to the house.
6. We will comply with the Rosedale Master Plan.

Please let me know if this is acceptable. We will have all the details when we submit our plans for the building permits. Our #1 goal is to make this building look great, and to enhance the area. We are a little stuck because we cannot get a permit to fix the siding, because we are doing this zoning change. We wanted to have this building renovated months ago, and I worry if we do not do this correctly, we will hurt our chances to improve this corner lot.

Sincerely,



Ian Arnold

Meeting Minutes:

Application Number: COZ #3204

Date and Location: Rosedale Development association #1

Meeting called to order at: 7:06

Names of people in attendance: Ian Arnold, Eliot Arnold

Introductions:

Ian Arnold

Eliot Arnold

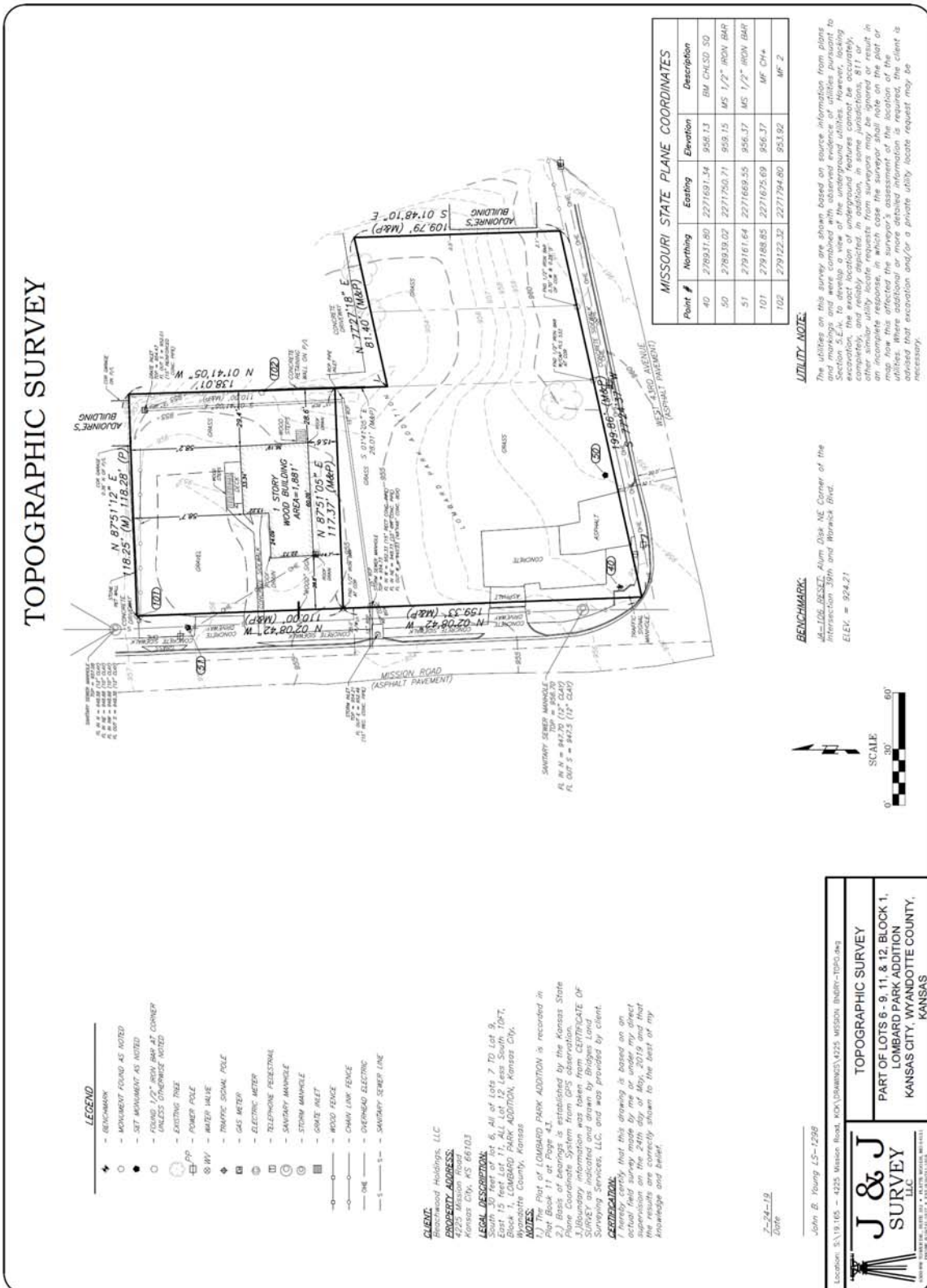
Questions regarding the change of Zoning: (typed summary)

1. Bob: I am concerned about the traffic in and out of the corner lots, have you considered this?
 - a. Ian: Yes, but we are not ready to develop the corner lots yet.
 - b. Eliot: it is important for us to build something to make this area look great. The current vacant lot looks bad, and the many cars that drive by would rather see something great.
 - c. Bob: That sounds great me to. This is the main reason I came to this meeting is because I want you to build something on that corner. We need a nice building there; the vacant lot is an eyesore for our whole community. Please let me know if there is anything, I can do to help you build on the site.
 - d. Ian: thank you Bob
2. Bob: When will you have more visuals for the corner lots?
 - a. Ian: Right now, we need to get the zoning changed. We do have some prospective images on our website www.mission43.info

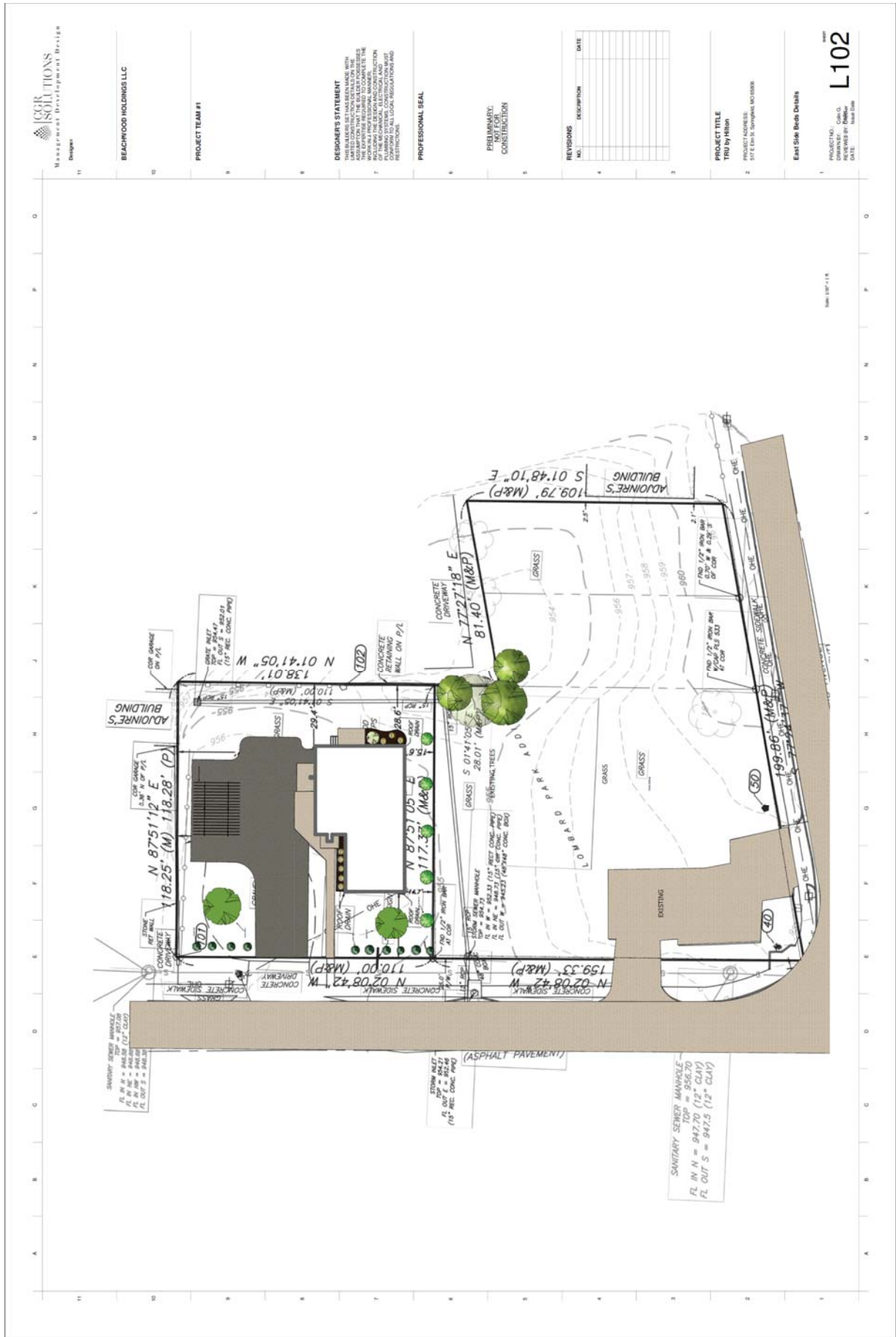
Meeting adjourned at: 7:36

Minutes taken by: Ian Arnold











URBAN MULTI-FAMILY RESIDENTIAL DESIGN GUIDELINES:

The following design guidelines apply to all new and renovated urban multi-family developments.

SITE CIRCULATION

Pedestrian walkways and sidewalks shall be a minimum of six feet wide. All pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- The primary entrance or entrances to each principal multi-family building
- To any sidewalks, trails, and walkways on adjacent properties that extend the boundaries shared with the multi-family development
- Any adjacent commercial land uses, including but not limited to retail shopping centers, office buildings, restaurants, or person service establishments. Commercial side or rear buffers may have a break or gateway to allow these connections to be made.

Garage entries, parking areas, and parking structures shall be internalized in building groupings and located behind, underneath, or within the building. Multiple garage entries may not front any primary street with the exception of a combination of basement garage and stoop commonly found in Rosedale. Only one access point or garage door is allowed per group of buildings. Access to parking lots may be gated. With exclusion of driveway leading directly to garage door, parking may not be located between the building face and the public right-of-way.

To continue the existing urban pattern that will blend into the surrounding neighborhood, developments that include interior streets shall be laid out in orthogonal streets and blocks as topography allows. Interior streets must have a sidewalk and parking on at least one side of the street. These streets may not be gated.

Unless rebuilt within the last 10 years, sidewalks and curbs at the perimeter of the development must be re-built and include a 2' green strip between sidewalk and curb.

SITE CONFIGURATION

Setbacks

A building may be set back no greater than 20' from the public right-of-way. Side street setbacks may not contain parking or a driveway.

Frontage

Building must occupy at least 70% of a lot's primary street frontage.

TRANSITION OF HEIGHT

Multi-Family developments abutting single family residences within areas zoned strictly for single family land use, must use the height transition strategies listed below:

- Minimum side yard setback of 10' from property line abutting single family
- Within 30' of the property line abutting the single family residence, a multi-family building may not exceed a half story roof height greater than adjacent residence's roof height.
- Within 50' of the property line abutting a single family residence, a multi-family building may not exceed one story roof height greater than adjacent residence's roof height.

If a multi-family residence is located along a primary corridor with a single family neighborhood located directly behind, a 1.5 story garage/shelter with a solid opaque back wall shall abut the back property line. Landscaping is not required where garage is built.

AMENITIES

Developments greater than 20 units must provide one of the following:
Developments with greater than 50 units must provide two of the following:

- Enclosed dog yard with seating area and shade trees
- Enclosed and landscaped courtyard or patio with one grill or fire pit and seating area
- 400 sq. foot play area with play structure
- Resident garden area with water access (must be in active use)
- Swimming pool
- Rooftop patio
- 5 sq. ft or greater balconies for all units

All buildings must provide enclosed and ground level storage for bicycles.

MATERIALS

High quality building materials will be used that are durable, attractive, and have low maintenance requirements. In general, materials must also be horizontally oriented to match the historic qualities of existing urban neighborhoods.

Forty percent (40%) or more of the total net exterior wall area of the building's front and exterior block side elevations, excluding gables, windows, doors, and related trim, shall be masonry.

Prohibited materials include:

- Board and batten wood
- Smooth-faced or split-faced concrete block
- Tilt-up concrete panels
- Corrugated metal siding
- Standard single or double tee concrete systems
- Vinyl siding
- Glass block
- EIFS

Roof materials must have a 35 year warranty

ENTRANCES

All developments must have a primary entrance oriented towards the development's primary public street. These "front door" entrances must be articulated with one of the following options:

- Masonry Stoop with cheek walls
- Covered or Uncovered Porch (minimum area of 35 sq. feet)
- Projecting or Inset Portico (minimum area of 18 sq. feet)
- Patio or yard enclosed by 3' masonry and decorative iron fence

At least one Decorative Light must be placed to the side or above doorways. Doors must have or have the appearance of inset panels, lights, or other architectural detailing. Flat Storm doors and patio doors are prohibited for primary street-oriented first floor entrances.

ARCHITECTURAL ARTICULATION

All buildings must use at least two of the following architectural elements:

- Setbacks of not more than 5' or less than 16"
- Bay windows
- Inset or Protruding Balconies
- Two or more Building Materials/Colors/Patterns
- Three or more Changes in Roof Height

The Maximum length of a multi-family residential building shall be 200 feet. Facade plains may not span more than 30' and must be broken vertically via setbacks or offsets.

If a building is three stories or greater in height, horizontal articulation is required to promote a pedestrian level scale. Two of the following are required:

- Horizontal Change in building material (Shirtwaist)
- Notable horizontal change in building material pattern or scale or color
- Upper Story setback a minimum of 16"
- Cornice or Banding of contrasting color
- Roofline (typically of a porch) spanning across 60% of facade width
- Other

To continue a more organic urban environment and reduce the feel of mass-produced buildings, it is encouraged that developments containing more than three buildings include slight but complementary variations in one or more of the following:

- Building materials
- Material patterns or colors
- Roof forms
- Facade configuration of porches, balconies, setbacks etc

TRANSPARENCY

All facades oriented towards a street or courtyard accessed from a street must have 40% transparency between 3' and 8' above finished floor on all full stories. Windows must allow clear views to the street and not be darkly tinted, frosted, decorated, or mirrored glass.

Windows included in the above transparency requirement cannot be more than 3.5' above finish floor.

Exterior bars or shutters may not cover windows.

Glass block is prohibited except for bathroom windows not facing primary streets and all basement windows.

In general, windows should be placed to maximize the possibility for occupant surveillance of all entrances, recreation areas, parking areas, and apartment amenities.

ROOFS

Buildings 2 stories and less must have sloping roofs.

Buildings 3 stories and taller may have sloped or flat roofs.

On buildings where sloping roofs are the predominant roof type, each building shall have a variety of roof forms that complement each other. Large expanses of unbroken roof plains greater than 30' in length are to be avoided and must use one of the following:

- Dormer windows
- Offsets in Roof Height of at least 18"
- Intersecting or Compound plans

Sloping roof materials shall have a 35 year warranty and be high quality and durable materials such as:

- Clay or concrete tile
- Composition Shingles
- Asphalt Shingles
- Other materials considered on a case-by-case basis

EXTERIOR LIGHTING

Developments must provide pedestrian scaled lighting spaced every 40' along property lines abutting public streets. Interior parking lots must also be well light without creating glare to the surrounding neighborhood.

FENCING, SCREENING, LANDSCAPING

All fencing, screening, and landscaping must comply with Wyandotte County Zoning and Subdivision Regulations Article V. Fences and Division 10 for Landscaping and Screening.

Any fence within 20' of a public right of way must:

- Be 4' or less in height
- Be constructed of Masonry and/or Decorative Metal
- Allow access to the corresponding public street
- Be at least 70% transparent

Screening of multi-family residential developments is required between:

- Multi-family and commercial uses
- Multi-family and Single Family Residences

Pedestrian access points between various land uses are encouraged

Screening between uses must include a 5' to 7' fence and preferably evergreen trees placed every 30'.

Fence must be constructed of wrought iron or similar looking metal. Where headlights might shine into residential properties, a 4' tall (at maturity) evergreen hedge shall also be planted on the inside of the metal fence.

Engineered wood or vinyl fencing mounted on steel posts is also acceptable.

TRASH SCREENING

If provided, all trash and recycling receptacles shall be enclosed on all sides with a opaque wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides. When possible, the enclosure's gate shall face away from streets or adjacent land uses. All screening materials must be well maintained at all times.

PARKING SCREENING

Parking visible from any public street must be screened by a fence or shrubbery that matures to 3' or greater and is planted to form a solid visual barrier.

UTILITIES SCREENING

Whenever possible, HVAC units must be placed above ground level, preferable on rooftops, and screened from public view. If utilities are located at ground level, they are to be screened with a fence not less than 4' high and with shrubbery that matures to 3' or higher. It is highly encouraged these units are located to reduce noise to both residents and surrounding residences. In no case shall utilities be located between a building face and a public street.

FEMA SHELTER

All dwelling units within a new development must be provided with a basement or with a FEMA standard safe room constructed to tornado standards for the protection of the occupants.



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Petition #SP-2019-50

GENERAL INFORMATION

Applicant:
Lloyd Clay

Status of Applicant:
Property Owner
621 South 73rd Place
Kansas City, KS 66111

Requested Action:
Approve Special Use Permit

Date of Application:
March 29th, 2019

Purpose:
Temporary use of land to park
salt plow trucks and equipment
at a residential property.

Property Location:
7852 Leavenworth Road



Commission Districts: Commissioner At-Large: Melissa Bynum
District Commissioner: Dr. Jane Philbrook

Existing Zoning: R-1 Single Family District and C-3 Commercial District

Existing Surrounding Zoning: **North:** R-1 Single Family District
South: C-3 Commercial District
East: C-3 Commercial District
West: R-1 Single Family District

Existing Uses: **North:** Single Family Homes
South: Commercial Automotive Uses
East: Commercial Automotive Use
West: Single Family Homes

Total Tract Size: 1.14 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Low-Density Residential.

Major Street Plan: The Major Street Plan designates Leavenworth Road as a Class B Thoroughfare.

Advertisement: The Wyandotte Echo – April 18, 2019
Letters to Property Owner – April 15, 2019, May 7, 2019, June 6, 2019, June 24, 2019, August 20, 2019 and September 11, 2019

Public Hearings: August 12, 2019, September 9, 2019 and September 26, 2019

Public Opposition: Opposition was expressed in the neighborhood meeting. No one appeared in opposition at either City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Loyd Clay, has requested a special use permit to park a fleet of salt plow trucks and equipment, used for a business, at a residential property at 7852 Leavenworth Road.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is a mix of single family residential and commercial. Single family homes nearby are on large lots of 1 acre or more, with commercial uses along Leavenworth Road.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them.*

The zoning and uses of properties nearby are laid out above. Due to the ample size of the lot and adjacent commercial uses, the proposed use could be compatible with nearby properties.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

Removal of the restrictions would not have significantly detrimental effect on nearby property. On two sides of the property are automotive-related uses, and on the remaining two sides are large lot single family properties with tree line obstructing the view. This property is accessed through a long, narrow drive off Leavenworth Road and is not visible from street view.

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

The house on the property is occupied by the applicant's son.

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

Special use permits are not addressed in the Master Plan.

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

The proposed use is not expected to increase the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.

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

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

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

This is not an issue.

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

Vehicles shall be required to be maintained in an operable and legal condition at all times.

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

This is not an issue.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the individual landowner would be minimal.

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

This is not an issue.

PREVIOUS ACTIONS

BZA 2340, Variance for size of accessory structure and parking pad, submitted concurrent with this application (Denied)

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 29, 2019. One person was in attendance and expressed opposition. Meeting minutes and sign-in sheet are attached.

KEY ISSUES

Parking

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-50, subject to:

Urban Planning and Land Use Comments:

1. Business License Department has commented that no current business license record is found for the applicant. If approved, applicant will need to file and maintain a current occupation tax application.

Applicants Response: A business license will be applied and maintained.

2. Does anyone live in the home? The applicant listed a different property as their address on the application.

Applicants Response: The adopted disable son of the applicant lives in the house.

3. Provide photos and size information of the trucks and equipment to be stored onsite.

Applicants Response: Photos of the four trucks are attached to this submission.

4. Who is the owner of the trucks and equipment?

Applicants Response: Curtis Clay, the son of the owner is the owner of the trucks and equipment.

5. Are all vehicles and equipment properly licensed and registered?

Applicants Response: Yes, licensed, registered and operable.

6. Provide photos of the area the vehicle will be parked.

Applicants Response: A photo of the parking area is attached to this submission.

Staff Response: The parking area must be paved in asphalt or concrete according to code.

7. Provide a site layout drawing indicating location of structures, proposed truck parking, and proposed passenger vehicle parking.

Applicants Response: A site drawing, the shaded area being the parking that will be used, is attached to the back of this submission.

8. How many vehicles/ equipment would be kept at the residence?

Applicants Response: Four- see statement under Key Issues.

9. With the trucks parked on site, how many off-street parking spaces are available for residents and their guests?

Applicants Response: Three

10. How often are the vehicles parked at the home? How frequently and at what times of day are they used?

Applicants Response: The vehicles will be parked when not in use, as the use of the vehicles in our climate is seasonal and intermittent. The vehicles will be used after a snowfall begins and reaches over two inches in accumulation. They could be called out any time that happens over the course of a day.

11. Vehicles must be parked on an improved hard surface.

Applicants Response: The plan is to park the vehicles on a gravel surface, probably AB-3 gravel.

Staff Comment: The trucks must be parked on a hard surface (asphalt or concrete), not gravel.

12. If approved, approval would be for one (1) years.

Applicants Response: Two-year approval is agreeable.

Staff Conclusion: The Urban Planning and Land Use Department does not require a special use permit for trucks under 10,000 GWR. The pick-up trucks, as shown in photos, are not over 10,000 GWR, however staff has determined that a special use permit would be required due to the equipment on and off the trucks as well as the fact that the trucks and equipment are being used as a business fleet. In responses to staff comments, the applicant has referred to this as a fleet for their snow removal business. The special use permit is thence to keep a business fleet and equipment at a residential property.

This special use permit submittal came as a result of a code enforcement and zoning enforcement complaint. Both had concerns, based on the number of vehicles on site, the size of the accessory building and neighbor complaints that an automotive repair facility was being operated at the site. This is not allowed within the zoning district. The Code Enforcement officer for this area did send an updated email stating on August 28th, 2019 indicating that she has not seen any recent activity that appears to be of the commercial operation.

Although the applicant has also applied for a variance for an oversized accessory building and concrete parking pad, in responses to the draft staff report it was indicated that the proposed fleet and equipment would be parked on a gravel lot. If approved, the applicant must park the equipment on an improved hard surface such as asphalt or concrete. If the variance application for oversized parking pad is denied, the availability of hard-surface parking should be considered with regard to this application.

Staff would support approval of the special use permit to keep only the equipment and trucks related to the salt-spreading business on the condition that adequate hard-surface parking is provided.

If the application were to be approved, staff recommends an approval for one (1) year to assess the impact on neighboring properties and compliance with zoning and code enforcement issues. Per the zoning ordinance, no inoperable or unregistered vehicles may be stored on site.

Additional Stipulation from Meeting:

The applicant coming into compliance with the result of the Board of Zoning Appeals meeting (appeal denied) and the small building and a portion of the concrete is removed.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-50 subject to all comments and suggestions outlined in this staff report **and understanding that repair work is not authorized by this action.**

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Neighborhood Meeting Minutes and Sign-In
Response to Comments and staff report
Updated email from Code Enforcement
Email from Code Enforcement to Zoning Enforcement staff
Zoning Map
Aerial Image
Photos provided by applicant
Plot Plan

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	September 9, 2019	September 26, 2019
Special Use	Approval	

STAFF CONTACT: Kimberly Portillo
kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioner **APPROVE** Petition #SP-2019-50 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #SP-2019-50, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 58:14:

SPECIAL USE PERMIT APPLICATION #SP-2019-50 – LOYD A. CLAY –

“SYNOPSIS: Special Use Permit for the Temporary Use of Land to park salt plow trucks when not in use at 7852 Leavenworth Road. ***Detailed Outline of Requested***

Action: The applicant, Loyd Clay, has requested a special use permit to park a fleet of salt plow trucks and equipment, used for a business, at a residential property at 7852 Leavenworth Road.

The following items were included as part of the record for this case:

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated April 18, 2019;
7. The Notices to property owners dated April 15, May 7, June 6, June 24 and August 20, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Present in Support:

- ❖ Tom Stibal, representing the applicant, 509 Armstrong, Kansas City, Kansas 66101
- ❖ Loyd Clay, Applicant
- ❖ Curtis Clay, 5415 Meadowlark Lane, Shawnee, Kansas

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 1:02:11: Planning Director Richardson stated that he would like to include the testimony from the Board of Zoning Appeals earlier this evening because there was a lot information regarding the special use permit at that hearing. With regard to the gravel, there is some historic gravel that pre-dates the code but with a commercial operation these trucks should be parked on a hard surface. The staff recommends approval subject to the applicant coming into compliance with the result of the Board of Zoning Appeals meeting (appeal denied) and the small building and a portion of the concrete is removed. With these additional comments the staff recommends approval.

Motion and Vote Starts 1:03:15:

On motion by Mr. Reasons, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2019-50:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

Urban Planning and Land Use Comments:

1. **Business License Department has commented that no current business license record is found for the applicant. If approved, applicant will need to file and maintain a current occupation tax application.**

Applicants Response: A business license will be applied and maintained.

2. Does anyone live in the home? The applicant listed a different property as their address on the application.

Applicants Response: The adopted disable son of the applicant lives in the house.

3. Provide photos and size information of the trucks and equipment to be stored onsite.

Applicants Response: Photos of the four trucks are attached to this submission.

4. Who is the owner of the trucks and equipment?

Applicants Response: Curtis Clay, the son of the owner is the owner of the trucks and equipment.

5. Are all vehicles and equipment properly licensed and registered?

Applicants Response: Yes, licensed, registered and operable.

6. Provide photos of the area the vehicle will be parked.

Applicants Response: A photo of the parking area is attached to this submission.

Staff Response: The parking area must be paved in asphalt or concrete according to code.

7. Provide a site layout drawing indicating location of structures, proposed truck parking, and proposed passenger vehicle parking.

Applicants Response: A site drawing, the shaded area being the parking that will be used, is attached to the back of this submission.

8. How many vehicles/ equipment would be kept at the residence?

Applicants Response: Four- see statement under Key Issues.

9. With the trucks parked on site, how many off-street parking spaces are available for residents and their guests?

Applicants Response: Three

10. How often are the vehicles parked at the home? How frequently and at what times of day are they used?

Applicants Response: The vehicles will be parked when not in use, as the use of the vehicles in our climate is seasonal and intermittent. The vehicles

will be used after a snowfall begins and reaches over two inches in accumulation. They could be called out any time that happens over the course of a day.

11. Vehicles must be parked on an improved hard surface.

Applicants Response: The plan is to park the vehicles on a gravel surface, probably AB-3 gravel.

Staff Comment: The trucks must be parked on a hard surface (asphalt or concrete), not gravel.

12. If approved, approval would be for one (1) years.

Applicants Response: Two-year approval is agreeable.

Staff Conclusion: The Urban Planning and Land Use Department does not require a special use permit for trucks under 10,000 GWR. The pick-up trucks, as shown in photos, are not over 10,000 GWR, however staff has determined that a special use permit would be required due to the equipment on and off the trucks as well as the fact that the trucks and equipment are being used as a business fleet. In responses to staff comments, the applicant has referred to this as a fleet for their snow removal business. The special use permit is thence to keep a business fleet and equipment at a residential property.

This special use permit submittal came as a result of a code enforcement and zoning enforcement complaint. Both had concerns, based on the number of vehicles on site, the size of the accessory building and neighbor complaints that an automotive repair facility was being operated at the site. This is not allowed within the zoning district. The Code Enforcement officer for this area did send an updated email stating on August 28th, 2019 indicating that she has not seen any recent activity that appears to be of the commercial operation.

Although the applicant has also applied for a variance for an oversized accessory building and concrete parking pad, in responses to the draft staff report it was indicated that the proposed fleet and equipment would be parked on a gravel lot. If approved, the applicant must park the equipment on an improved hard surface such as asphalt or concrete. If the variance application for oversized parking pad is denied, the availability of hard-surface parking should be considered with regard to this application.

Staff would support approval of the special use permit to keep only the equipment and trucks related to the salt-spreading business on the condition that adequate hard-surface parking is provided.

If the application were to be approved, staff recommends an approval for one (1) year to assess the impact on neighboring properties and

compliance with zoning and code enforcement issues. Per the zoning ordinance, no inoperable or unregistered vehicles may be stored on site.

Additional Stipulation from Meeting:

The applicant coming into compliance with the result of the Board of Zoning Appeals meeting (appeal denied) and the small building and a portion of the concrete is removed.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

MINUTES OF NEIGHBORHOOD MEETING

Zoning Variance and SUP Application

7852 Leavenworth Rd.

Loyd Clay, owner

All attendees are requested to sign in on the sign in sheet.

At 5:00 pm there is only one neighbor present, Steve Strumillo, the apparent owner of Specialty Automotive.

The meeting is arranged to discuss the Zoning Variance first, then the Special Use Application.

The discussion on the zoning variance explained the request to be granted a variance for an accessory building and a concrete pad that is larger than those that the zoning ordinance allows. We discussed the percentage of the lot that the structure and the pad cover and compared it to the percentage allowed for a standard lot.

The discussion of the Special Use Permit centered on the storage of the four vehicles and the salt spreaders that, unless needing to be repaired will also be mounted in the beds of the trucks. We disclosed that there would be four pick-up trucks stored on the site.

We discussed the issues arising from the dual zoning of the lot, part of the lot residential and part of the lot commercial, that contribute to the complexity of the issue.

Mr Strumillo asked if the building and pad were already built, and we responded that they were, but they were not built with the intent of violating the zoning restriction, but without knowledge of the zoning restriction.

His concern seemed to be that he did not want a competitive automotive repair shop operating on the site. I explained there was no intent to conduct a competitive business. He indicated that he believed that something was going on

there. He indicated that he had seen a tow truck going in and out, and thought that there were an unusual amount of deliveries and traffic. He left at about 5:10 and did not return.

We remained at the meeting place until 5:40 and no other interested parties appeared.

The meeting hall was closed at 5:45. The sign in sheet is attached.

Response to the Staff Report

Petition SP-2018-50

FACTORS TO BE CONSIDERED

Applicant does not take issue with any of the factors 1 thru 3, to be considered, and applicant takes no issue with any of the positions stated by the staff.

Factor 4. The house on the property is occupied by the applicant's adopted son who has a disability.

Applicant does not take issue with any of the factors 5 thru 12, to be considered, and the applicant takes no issue with any of the positions stated by staff.

KEY ISSUES

The applicant has four trucks. They are ½ ton and ¾ ton pickup trucks. Photos of each truck are being submitted. Applicant would expect some flexibility in the number of trucks, as it is possible that times there may be three if he sells or trades a truck before replacing it. It is also possible that there may be five if he purchases one prior to selling one of the currently owned ones. There is no intention to increase the fleet size that will be used for snow removal.

STAFF COMMENTS AND SUGGESTIONS

1. A business license will be applied and maintained.
2. The adopted disabled son of the applicant lives in the house.
3. Photos of the four trucks are attached to the back of this submission.
4. Cutis Clay, the son of the owner is the owner of the trucks and equipment.
5. Yes, licensed, registered, and operable.
6. A photo of the parking area is attached to the back of this submission.
7. A site drawing, the shaded area being the parking that will be used, is attached to the back of this submission.

8. Four- see statement under Key Issues.
9. Three
10. The vehicles will be parked when not in use, as the use of the vehicles in our climate is seasonal and intermittent. The vehicles will be used after a snowfall begins and reaches over two inches in accumulation. They could be called out any time that happens over the course of a day.
11. The plan is to park the vehicles on a gravel surface, probably AB-3 gravel.
12. Two year approval is agreeable.

SIGN IN SHEET

NEIGHBORHOOD MEETING JULY 29, 2019

APPLICATION OF LOYD CLAY, 7852 LEAVENWORTH RD

Zoning variance and Special Use Permit

Name	Address	Email	Phone
1. Steve Strumillo	7850 Leavenworth Rd,	Steve 3430@mxw.com	913-334-4631
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			



Wed 8/28/2019 3:32 PM

Smith, Ashley M.
7852 Leavenworth Road

To Portillo, Kimberly

Kim,

I wanted to let you know that I have not seen any recent auto activity at 7852 Leavenworth Road. The gate has been closed to the property everyday for months now and I can not view any violations from the gate. Just wanted to send you an update on this.

Ashley Smith
Code Enforcement Inspector
NRC - Code Enforcement
[4953 State Ave](#)
[Kansas City, KS 66102](#)
Telephone # 913-573-8020
amsmith@wycokck.org

Figure 1 Update Email from Code Enforcement dated 8/28/2019

Sent: Friday, March 15, 2019 9:33 AM

To: Faust, Jason <jfaust@wycokck.org>

Cc: Wilson, Wayne <wwilson@wycokck.org>; Brinkley, James N <jbrinkley@wycokck.org>; Morgan, Robert L <rmorgan@wycokck.org>

Subject: AUTO SHOP IN RESIDENTIAL

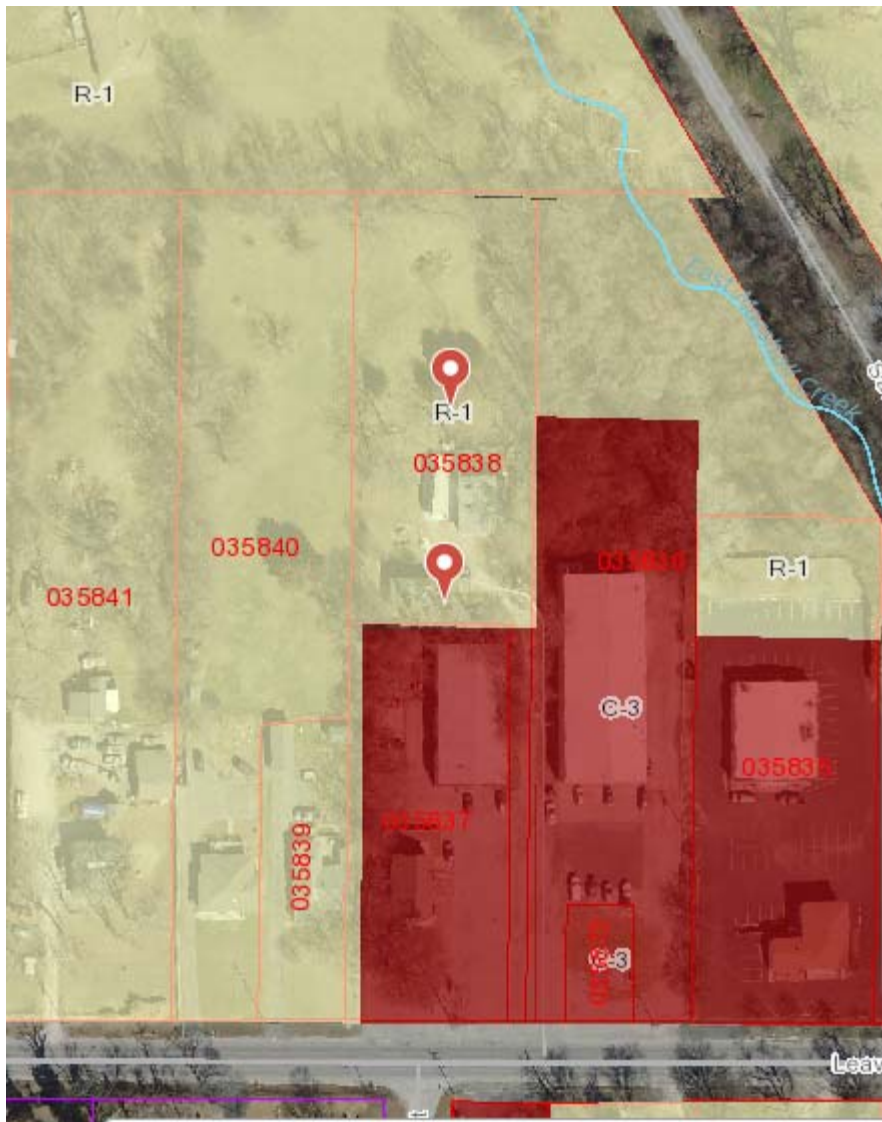
Jason,

I have two properties I could really use your help with.

First one is 7852 Leavenworth Road. I went to the property the yesterday day regarding a car parked in the woods on his property and he was working on vehicles in his garage. The owner claims that he is running a "retirement" garage and only works on his own stuff at the property, however there was multiple vehicles there with plates belonging to other people. His son stated that he owns a shop in Missouri and that he comes over to get help from his dad with vehicles. The auto shop next door told me and officer Lynn that their neighbor is constantly getting parts and vehicles dropped off at the property. I am pretty sure he is running a shop and it is in a residential area.

Ashley Smith
Code Enforcement Inspector
NRC - Code Enforcement
[4953 State Ave](#)
[Kansas City, KS 66102](#)
Telephone # 913-573-8020
amsmith@wycokck.org

Figure 2 Email from Code Enforcement to Zoning Enforcement dated 8/30/2019



















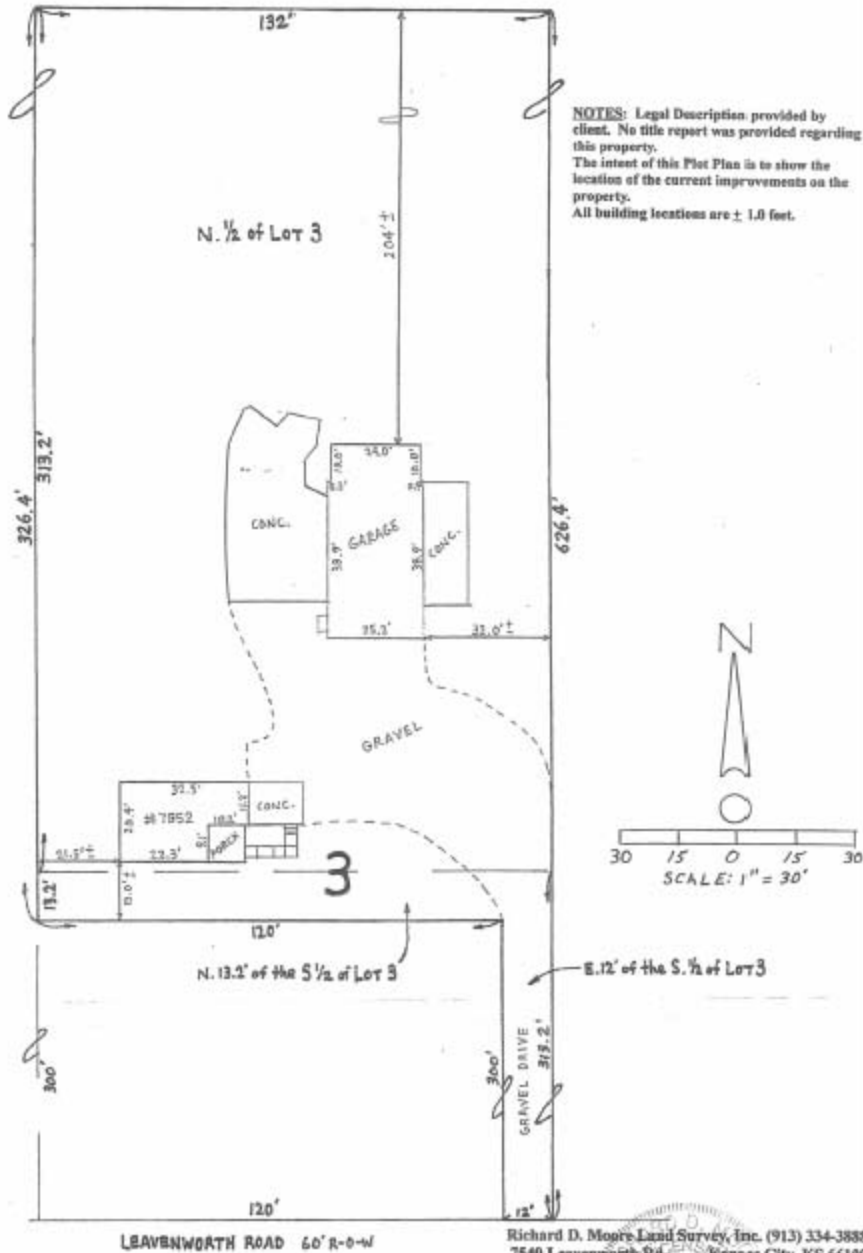
PLOT PLAN

This Plot Plan should not be used to establish any fences, buildings, or other structures except as shown on this original copy.
This does not constitute a boundary survey. No property corners were set. This is a pre-construction Plot Plan, only.

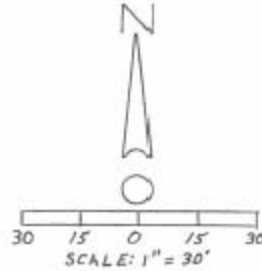
Job No. 19-44

ORDERED BY: Loyd Clay; 621 S. 73rd Place; Kansas City, KS 66111
FOR: 7852 Leavenworth Road; Kansas City, KS 66109

DESCRIPTION: The North 1/2 of Lot 3, the East 12 feet of the South 1/2 of Lot 3, and the North 13.2 feet of the South 1/2 of Lot 3, Bethel Heights, a subdivision of land in Kansas City, Wyandotte County, Kansas. Subject to any easements, restrictions, or reservations of record or fact.



NOTES: Legal Description provided by client. No title report was provided regarding this property.
The intent of this Plot Plan is to show the location of the current improvements on the property.
All building locations are ± 1.0 feet.



MAY 14, 2019
Date

Richard D. Moore Land Survey, Inc. (913) 334-3888
7540 Leavenworth Rd. Kansas City, KS 66109

Richard D. Moore L.S. 1394



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Petition #SP-2019-82

GENERAL INFORMATION

Applicant:
Prabhjot Singh Padda

Status of Applicant:
Representative
MSS Freight Services LLC
14047 South Mullen Street
Olathe, KS 66062

Requested Action:
Approval of a special use permit

Date of Application:
June 13, 2019

Purpose:
To allow an inspection and light maintenance facility.

Property Location:
451 South 14th Street



Commission Districts:

1. Commissioner At Large: Tom Burroughs
2. District Commissioner: Brian McKiernan

Existing Zoning:

M-3 Heavy Industrial District

Existing Surrounding Zoning: North: M-3 Heavy Industrial District

South: M-3 Heavy Industrial District

East: M-3 Heavy Industrial District

West: M-3 Heavy Industrial District

Existing Uses: North: Industrial uses

South: Industrial uses

East: Industrial uses

West: Industrial uses

Total Tract Size: 1.73 acres

Master Plan Designation: The Armourdale Land Use Plan designates this property as Light Industrial.

Major Street Plan: The Major Street Plan classifies South 14th Street and McAlpine Avenue as local streets.

Advertisement: The Wyandotte Echo – July 18, 2019
Letters to Property Owner – July 11, 2019, August 5, 2019 and September 11, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: No one appeared in opposition at the September 9, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Prabhjot Singh Padda with MSS Freight Services has requested a special use permit for the temporary use of land to operate a maintenance facility for MSS Freight Services trucking. Additionally, truck storage and maintenance services will be available to the public.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

The neighborhood is primary industrial. To the north of the site is railroad right of way with PQ corporation to the west and other industrial uses on the east and south.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them.*

The zoning and uses of properties are laid out above. The proposed use is expected to be compatible with them.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

The removal of restrictions would not detrimentally affect nearby property. This use would fit in with nearby uses.

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

A business license was last held at this site in 2008 for Automobile Dealership.

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

Special use permits are not addressed in the Master Plan.

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

The proposed use could create an increase in vehicular traffic. The area already experiences large tractor-trailer traffic from surrounding uses.

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

The proposed use is not reasonably necessary for the convenience and welfare of the public, however it would not substantially or permanently injure the appropriate use, visual quality or marketability of adjoining property.

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

Staff has asked for further information regarding business hours and volume of customers. It is anticipated that this would not be an issue due to the heavily industrial nature of the area.

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

The business must take applicable precautions to dispose of any waster materials from operations such as oil changes, etc. in an approved and environmentally friendly manner.

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

This is not an issue.

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

The relative gain to the public health safety and welfare is minimal. Land owners would need to relocate their business if not approved.

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

The proposed use would not result in an overcrowding of land or cause undue concentrations of population.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 29, 2019. Neighborhood meeting minutes, sign-in and affidavit are attached.

KEY ISSUES

Commercial Design Guidelines

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-82, subject to:

Geospatial Services Comments:

1. The diagram attached with the petition shows the entrance to the property using what we show as platted McAlpine Avenue. The property owners have fenced in the north half of McAlpine Avenue right-of-way; however, we can't find any ordinance that vacates this right-of-way. They have also fenced in the west half of 13th Street adjacent to the east Block 185 of Armourdale. We also can't find any ordinance vacating this either.

Staff Comment: The surveyor working on behalf of the applicant was able to locate an ordinance that vacated McAlpine Avenue and 13th Street. This was presented to GSS Department. A follow-up email from GSS Department is attached, indicating that they have no further issues and acknowledge the streets have been vacated.

Business License Comments:

1. There is no current business activity filed at the location and no business record is found for MSS Freight. If approved, applicant will need to file to maintain a current occupation tax application.

Applicants Response: Yes, we will apply for all required business license as soon as we got an approval.

Urban Planning and Land Use Comments:

1. Provide a dimensioned site plan sealed by a professional engineer, surveyor or other design professional that includes parking, drive aisles, proposed landscaping, utilities, property boundaries, easements and building square feet, outdoor storage areas, proposed truck parking, screening fence and other information as necessary.

Applicants Response: We already hired the survey company from Kansas City, KS. They are going to finish everything by Thursday August 1, 2019 and we will submit the entire plan on Friday morning, already talked to Martin the senior engineer about this last week.

Staff Comment: A revised site plan was received. Staff also met with the applicant and his surveyor to review the comments and requirements.

2. Customer and employee parking are required at ratio of 4 per 1,000 square feet of building area. Parking must be code compliant and parking lot shall be striped with drive aisles. At this time, the required parking cannot be determined. A detailed site plan, as requested above, is required to determine the amount of parking needed. All parking must be on an improved hard surface. Gravel as a parking surface is not allowed.

Applicants Response: We are marking up the lines for parking for employees and customers on Wednesday this week and will be done on same day. We are creating 9-10 parking.

3. Landscaping is required at a ratio of 1 tree per 7,000 square feet of site area. Landscaping requirements cannot be determined at this time without a site plan.

Applicants Response: Yes, we are planting around total 19 trees as per city guidelines for 1.72 acres lot and will be done by end of this week.

4. Façade improvements are required to bring the building closer into compliance with the Commercial Design Guidelines. A 4-foot brick wainscot is required along the exterior building facades.

Applicants Response: Yes, we talked with one construction contractor he will work by Friday, will be done within 3 days.

5. Per Section 27-470(d)(2) No equipment, material or vehicles, other than motor passenger cars, may be kept, parked, stored or displayed closer than 25 feet to a street line unless such area is screened from the street by a solid fence or other obstruction, set back not less than six feet from the street line and not less than three feet in height. The zoning district regulations call for a fence between 6 and 8 feet in height. Provide screening fence details.

Applicants Response: Yes, our lot fence is between 6 and 8 feet and we will go according to City Council saying us to do and our site plans will include the fence details too.

6. Aerial imagery appears to show the existing fencing extends beyond the property limits and into public right-of-way on the east and south sides. All development not within property lines must be removed.

Applicants Response: Yes, this will be done on this weekend and all out of property fence will be removed.

7. Dismantled, wrecked, and/or salvage vehicles and salvage parts are not permitted and would require an additional special use permit for salvage operations.

Applicants Response: Yes, I understand and will not bring any kind of vehicle that violate the rules and regulations under our special use permit.

8. Provide proposed business hours for the shop and the parking operation.

Applicants Response: We are planning to operate our business hours from 8am to 5pm.

9. What volume of customers would you anticipate for both the shop and parking portions?

Applicants Response: We are expecting 4 trucks a day or less for shop and 4 to 6 trucks for parking.

10. If approved, staff recommends approval for two (2) years.

Applicants Response: Yes, we will work along according to Planning Commission staff and local rules and regulations.

Staff Conclusion: A dimensioned site plan was submitted. With a building floor area of 2,432 sf, 10 parking spaces are required. The applicant has proposed 12 spaces; 2 of which are handicap designated. With a site area of 72,947.25 sf, 10.42 trees are required, with a .75 multiplier from Commercial Design Guidelines, a total of 19 trees required. The applicant has also agreed to update the building façade with a brick wainscot in accordance with Commercial Design Guidelines. Staff believes this use at this location would be appropriate and recommends approval.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2019-82 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Email approval from Geospatial Services (GSS) Department
Photos submitted by the applicant
Site drawing submitted by the applicant
Business Plan submitted by the applicant
Interior layout
Zoning Map
Neighborhood meeting minutes, sign-in and affidavit
Applicants response to comments

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	September 9, 2019	September 26, 2019
Special Use	Approval	

STAFF CONTACT: **Kimberly Portillo**
 kportillo@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-82** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-82** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 1:04:

SPECIAL USE PERMIT APPLICATION #SP-2019-82 – PRABHJOT SINGH PADDA WITH MSS FREIGHT SERVICES LLC – SYNOPSIS: Special Use Permit for the Temporary Use of Land for an inspection/light maintenance facility at 451 South 14th Street. ***Detailed Outline of Requested Action:*** The applicant, Prabhjot Singh Padda with MSS Freight Services has requested a special use permit for the temporary use of land to operate a maintenance facility for MSS Freight Services trucking. Additionally, truck storage and maintenance services will be available to the public.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019; and
7. The Notices to property owners dated July 11, 2019 and August 5, 2019.

Planning Director Richardson asked if the Commission had any contact to disclose on this application. (No one responded in the affirmative.)

Present in Support:

- ❖ Wil Anderson, representing the applicant, BHC Rhodes, 712 State Avenue, Kansas City, Kansas 66101

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 1:06:24: Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts 1:06:44:

On motion by Dr. Serda, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2019-82:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye

Serda Aye
Jones Not Present
Pauley Not Present
Motion to recommend APPROVAL Passed: 8 to 0
Subject to:

Geospatial Services Comments:

1. The diagram attached with the petition shows the entrance to the property using what we show as platted McAlpine Avenue. The property owners have fenced in the north half of McAlpine Avenue right-of-way; however, we can't find any ordinance that vacates this right-of-way. They have also fenced in the west half of 13th Street adjacent to the east Block 185 of Armourdale. We also can't find any ordinance vacating this either.

Staff Comment: The surveyor working on behalf of the applicant was able to locate an ordinance that vacated McAlpine Avenue and 13th Street. This was presented to GSS Department. A follow-up email from GSS Department is attached, indicating that they have no further issues and acknowledge the streets have been vacated.

Business License Comments:

1. There is no current business activity filed at the location and no business record is found for MSS Freight. If approved, applicant will need to file to maintain a current occupation tax application.

Applicants Response: Yes, we will apply for all required business license as soon as we got an approval.

Urban Planning and Land Use Comments:

1. Provide a dimensioned site plan sealed by a professional engineer, surveyor or other design professional that includes parking, drive aisles, proposed landscaping, utilities, property boundaries, easements and building square feet, outdoor storage areas, proposed truck parking, screening fence and other information as necessary.

Applicants Response: We already hired the survey company from Kansas City, KS. They are going to finish everything by Thursday August 1, 2019 and we will submit the entire plan on Friday morning, already talked to Martin the senior engineer about this last week.

Staff Comment: A revised site plan was received. Staff also met with the applicant and his surveyor to review the comments and requirements.

2. Customer and employee parking are required at ratio of 4 per 1,000 square feet of building area. Parking must be code compliant and parking lot shall be striped with drive aisles. At this time, the required parking cannot be

determined. A detailed site plan, as requested above, is required to determine the amount of parking needed. All parking must be on an improved hard surface. Gravel as a parking surface is not allowed.

Applicants Response: We are marking up the lines for parking for employees and customers on Wednesday this week and will be done on same day. We are creating 9-10 parking.

3. Landscaping is required at a ratio of 1 tree per 7,000 square feet of site area. Landscaping requirements cannot be determined at this time without a site plan.

Applicants Response: Yes, we are planting around total 19 trees as per city guidelines for 1.72 acres lot and will be done by end of this week.

4. Façade improvements are required to bring the building closer into compliance with the Commercial Design Guidelines. A 4-foot brick wainscot is required along the exterior building facades.

Applicants Response: Yes, we talked with one construction contractor he will work by Friday, will be done within 3 days.

5. Per Section 27-470(d)(2) No equipment, material or vehicles, other than motor passenger cars, may be kept, parked, stored or displayed closer than 25 feet to a street line unless such area is screened from the street by a solid fence or other obstruction, set back not less than six feet from the street line and not less than three feet in height. The zoning district regulations call for a fence between 6 and 8 feet in height. Provide screening fence details.

Applicants Response: Yes, our lot fence is between 6 and 8 feet and we will go according to City Council saying us to do and our site plans will include the fence details too.

6. Aerial imagery appears to show the existing fencing extends beyond the property limits and into public right-of-way on the east and south sides. All development not within property lines must be removed.

Applicants Response: Yes, this will be done on this weekend and all out of property fence will be removed.

7. Dismantled, wrecked, and/or salvage vehicles and salvage parts are not permitted and would require an additional special use permit for salvage operations.

Applicants Response: Yes, I understand and will not bring any kind of vehicle that violate the rules and regulations under our special use permit.

8. Provide proposed business hours for the shop and the parking operation.

Applicants Response: We are planning to operate our business hours from 8am to 5pm.

9. What volume of customers would you anticipate for both the shop and parking portions?

Applicants Response: We are expecting 4 trucks a day or less for shop and 4 to 6 trucks for parking.

10. If approved, staff recommends approval for two (2) years.

Applicants Response: Yes, we will work along according to Planning Commission staff and local rules and regulations.

Staff Conclusion: A dimensioned site plan was submitted. With a building floor area of 2,432 sf, 10 parking spaces are required. The applicant has proposed 12 spaces; 2 of which are handicap designated. With a site area of 72,947.25 sf, 10.42 trees are required, with a .75 multiplier from Commercial Design Guidelines, a total of 19 trees required. The applicant has also agreed to update the building façade with a brick wainscot in accordance with Commercial Design Guidelines. Staff believes this use at this location would be appropriate and recommends approval.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None



Thu 8/15/2019 2:48 PM

Ringel, Robert

RE: SP# 2019-82 - MSS Freight - 451 S 14th Street, Kansas City, KS

To Cooley, Chris; Portillo, Kimberly

Cc Doty, Alvin

Our concerns have been satisfied.

From: Cooley, Chris

Sent: Thursday, August 15, 2019 2:46 PM

To: Portillo, Kimberly <kportillo@wycokck.org>

Cc: Ringel, Robert <rringel@wycokck.org>; Doty, Alvin <adoty@wycokck.org>

Subject: RE: SP# 2019-82 - MSS Freight - [451 S 14th Street, Kansas City, KS](#)

Kim, I believe we already have the everything we need on this.

Robbie/Alvin, please speak up if we have anything outstanding.

Christian Cooley, GISP

GIS Director

GeoSpatial Services

Unified Government of

Wyandotte County / Kansas City, Kansas

[710 N 7th St Suite 200](#)

[Kansas City, KS 66101](#)

913-573-8299

From: Portillo, Kimberly <kportillo@wycokck.org>

Sent: Thursday, August 15, 2019 12:53 PM

To: Cooley, Chris <CCooley@wycokck.org>

Subject: RE: SP# 2019-82 - MSS Freight - [451 S 14th Street, Kansas City, KS](#)

Chris,

I just wanted to follow-up with you and see if this satisfies your concerns with this case or if there are any remaining issues? I am meeting with Wil Anderson this afternoon to let him know what is outstanding.

Thank you,



Kimberly Portillo, CFM

Planner | Floodplain Administrator | Department of Urban Planning and Land Use







ORDERED BY: MISS Freight Services, LLC
14007 S. Madison Street
Omaha, KS 68102
CO Pradyot Singh Partha



LEGEND

PP = Power Pole
GWS = Gray Wire
OHWS = Overhead Wires
WM = Water Meter
GP = Guard Post
TC = Top of Curb
EM = Electric Meter
—X— = Fence

NOTES

1. Correspondence should be sent to: Dr. Z. Heng, 8720 and 6-12-19 in the Office of the Wyoming County Register of Deeds.
2. Utility providers have been notified of the new system.
3. C&I 3-000-DIG-S&E for utility locations prior to any excavation.
4. Zoning Information: McHenry Industrial District.
5. The new system is a change from the old system. It is a change from the old system to the new system. It is a change from the old system to the new system.
6. The new system is a change from the old system. It is a change from the old system to the new system. It is a change from the old system to the new system.
7. The new system is a change from the old system. It is a change from the old system to the new system. It is a change from the old system to the new system.
8. The new system is a change from the old system. It is a change from the old system to the new system. It is a change from the old system to the new system.
9. The new system is a change from the old system. It is a change from the old system to the new system. It is a change from the old system to the new system.
10. The new system is a change from the old system. It is a change from the old system to the new system. It is a change from the old system to the new system.

7) Site Address: 41 S. 1st Street
Kansas City, KS

August 1, 2019
DATE

Richard D. Moore - KS LS #1394

DESCRIPTION. Trawl Lot I through 16, trawlers, together with the varied alky bling between and adjacent to the atterfall described box, Block 183 (also known as and sometimes described as Block 15) Avenueville, a subdivision of land area is and a part of Kansas City, Wyandotte County, Kansas.
Trawl Lot 17 through 108, trawlers, lot 109 except the North 1/4 first thereof, lot 179 except the North 1/4 first thereof, and all other subdivisions of the various alky bling between and adjacent to the atterfall described box, Block 4, Johnson's Addition, a subdivision of the Kansas City, Wyandotte County, Kansas.
Containing 75,847.25 square feet or 0.7434 acres, more or less.

Richard D. Moore Land Survey, Inc.
7548 Eisenhower Rd. Norman City, MS 38609
Phone(915) 334-5888 Fax(915) 334-6263

JOB NO: 19-102

Field Date: 7-30-2011 Issue Date: 8-1-11

Revised Date: _____



BUSINESS PLAN

Mss Freight Established in 2015 In Olathe Kansas doing business as Trucking freight moving company. Currently just renting office space on 128 s chestnut st suite c Olathe Ks 66061.

Company Owned by Prabhjot Singh Padda And Navtej singh Padda.

This year Mss freight planning to rent or lease a truck terminal where they can establish their own maintenance shop for repairs for trucks. The following repairs likely to happens in shops are:

- Check, inspect and changing tires.
- Check and changing brake pads, drum, brake chambers, slack adjusters
- Check and change headlights bulbs, plugs harness for headlights bulbs, marker lights, tail lights etc
- Inspect and Change Engine belts as required.
- Inspect Air Hoses and change if detects any air leaks.
- Change and inspect air bags, shocks absorbers as required.

The property that Mss Freight choose is under industrial zoning and no residential homes under 200 ft of property. The address of the property is following

451 South 14TH street Kansas City Kansas 66105

It would be perfect for Mss Freight for doing business in that area as its under industrial zoning and also lots our deliveries for loads are in Kansas City so if drivers need to come is shop for any issues they don't have to Travel far and stay in lounge while work on truck.

Our mainly the parts suppliers will be dealerships like Freightliner, Kenworth, Volvo, Truck Pro etc.

Building for the shop is already on property and it got two bays with overhead garage doors. Got office room, drivers lounge and Restroom etc. Projecting 4 or 5 Trucks a Day.

Will also attach site plan to show where we going to enter trucks , where the parking are, where is office,restrooms,driver lounge breakroom/change room etc

It will be great to bring Mss Freight And their business in Kansas City as it will create new local jobs and revenue to county as well.



Front of the building



Back of the building

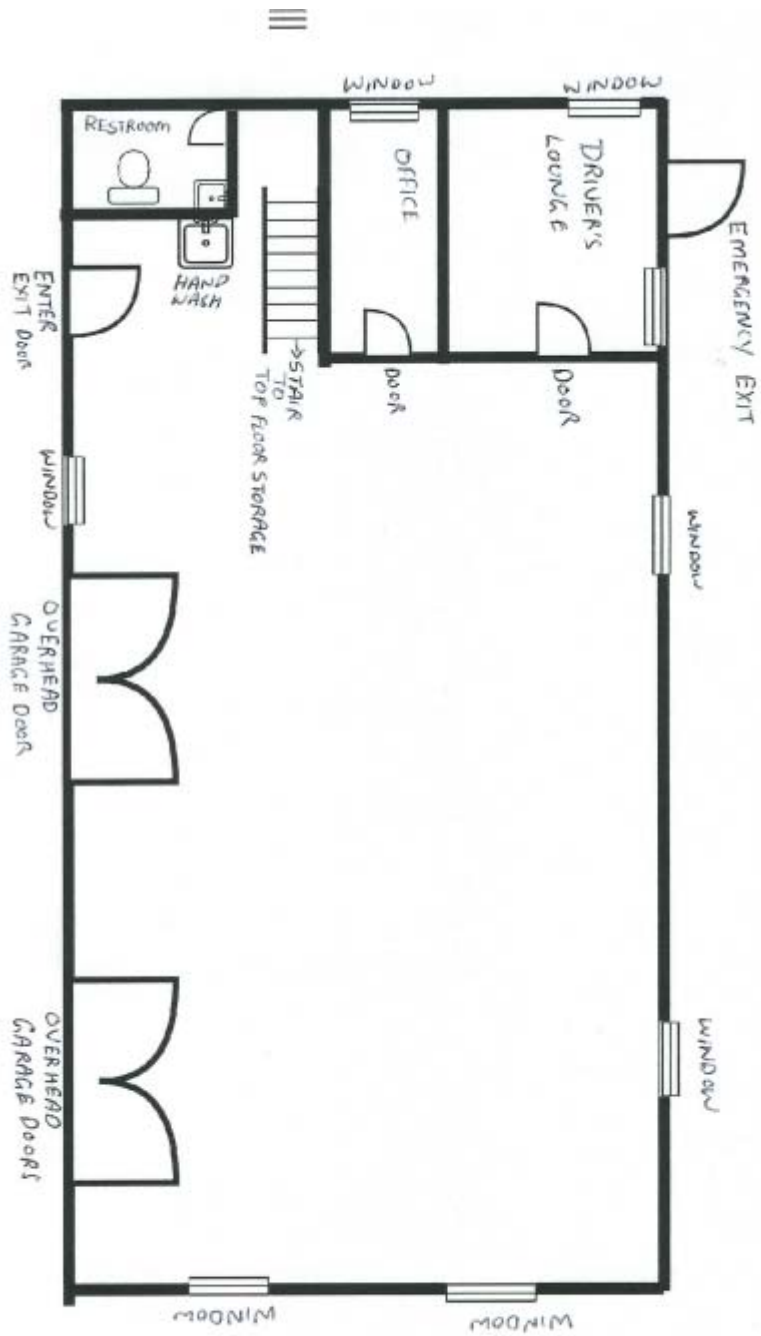
Will Attach some more photos of building property for further elaborations.

Please don't hesitate to contact me if need any further questions .

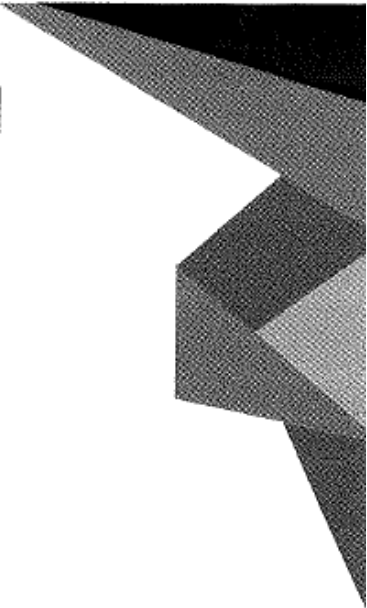
Prabhjot Singh Padda

913-636-3970

451 SOUTH 14TH STREET KANSAS CITY, KS 66105







MSS FREIGHT SERVICES LLC

MSS FREIGHT

Meeting minutes

Location: 451 S 14TH ST KANSAS CITY KS 66105

Date: 07/29/2019

Attendees: ARE AS FOLLOW

PRABHJOT SINGH PADDA (APPLICANT)

HARWINDER SINGH TIWANA (OWNER OF PROPERTY)

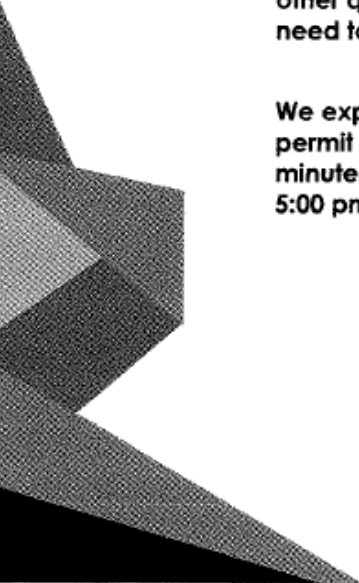
GURB SINGH TIWANA (SON OF THE OWNER)

ADALBERTO (LOCAL NEIGHBOUR)

Time: 4:00 PM

Only one Person shows up apart from owner and applicant member, the guy read the sign outside of building for neighbour meeting and drive in. He arrived around 4:25 pm and left 4:28 pm. He didn't asked any other questions. I gave him my contact information if he need to ask any questions again in future

We explain him about that we applied for special use permit to open repair shop facility etc. he left after 2-3 minutes. I start meeting 4:00 pm sharp and waited till 5:00 pm but no others showed up.



MEETING SIGN-IN SHEET

Project:	SP-2019-82
----------	------------

Meeting Date:	07/29/2019
---------------	------------

Facilitator:

Place/Room: 4515.14TH ST KANSAS CITY, MO 66116

[illegible]

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Johnson) SS:

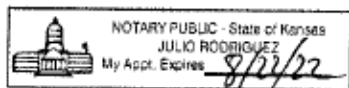
Comes now Prabhjot Singh Padda, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP-2019-82
2. That I conducted a neighborhood meeting on 07-29-2019
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.

PRABHJOT SINGH PADDA
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 30th day of July, 2019
My commission expires 22 of August, 2022



[Signature]
Notary Public

fenced in the west half of 13th Street adjacent to the east Block 185 of Armourdale. We also can't find any ordinance vacating this either.



I discuss with owner they are removing all fence that out of property lines by this weekend.

Business License Comments:

1. **There is no current business activity filed at the location and no business record is found for MSS Freight. If approved, applicant will need to file to maintain a current occupation tax application.**

YES, WE WILL APPLY FO ALL REQUIRED BUSINESS LIC AS SOON AS WE GOT AN APPROVAL

Urban Planning and Land Use Comments:

1. **Provide a dimensioned site plan sealed by a professional engineer, surveyor or other design professional that includes parking, drive aisles, proposed landscaping, utilities, property boundaries, easements and building square feet, outdoor storage areas, proposed truck parking, screening fence and other information as necessary.**

WE ALREADY HIRED HE SURVEY COMPANY FROM KANSAS CITY KS THEY GOING TO FINISH EVERYTHING BY THURSDAY AUGUST 1 2019 AND WE WILL SUBMITT THE ENTIRE PLAN ON FRIDAY MORNING, ALREADY TALKED TO MARTIN THE SENIOR ENGINEER ABOUT THIS LAST WEEK

2. **Customer and employee parking is required at ratio of 4 per 1,000 square feet of building area. Parking must be code compliant and parking lot shall be striped with drive aisles. At this time, the required parking can not be determined. A detailed site plan, as requested above, is required to determine the amount of parking needed. All parking must be on an improved hard surface. Gravel as a parking surface is not allowed.**

WE ARE MARKING UP THE LINES FOR PARKING FOR EMPLOYEES AND CUSTOMERS ON WEDNESDAY THIS WEEK AND WILL BE DONE ON SAME DAY. WE ARE CREATING 9-10 PARKINGS

3. **Landscaping is required at a ratio of 1 tree per 7,000 square feet of site area. Landscaping requirements can not be determined at this time without a site plan.**

YES WE ARE PLANTING AROUND TOTOAL 19 TREES AS PER CITY GUIDLINES FOR 1.72 ACRES LOT AND WILL BE DONE BY END OF THIS WEEK

#SP-2019-82

August 12, 2019

5

4. **Façade improvements are required to bring the building closer into compliance with the Commercial Design Guidelines. A 4 foot brick wainscot is required along the exterior building facades.**

YES, WE TALKED WITH ONE CONSTRUCTION CONTRACTOR HE WILL WORK BY FRIDAY WILL BE DONE WITHIN 3 DAYS.

5. **Per Section 27-470(d)(2) No equipment, material or vehicles, other than motor passenger cars, may be kept, parked, stored or displayed closer than 25 feet to a street line unless such area is screened from the street by a solid fence or other obstruction, set back not less than six feet from the street line and not less than three feet in height. The zoning district regulations call for a fence between 6 and 8 feet in height. Provide screening fence details.**

YES, OUR LOT FENCE IS BETWEEN 6 AND 8 FEET AND WE WILL GO ACCORDING TO CITY COUNCIL SAYING US TO DO AND OUR SITE PLANS WILL INCLUDE THE FENCE DETAILS TOO

6. **Aerial imagery appears to show the existing fencing extends beyond the property limits and into public right-of-way on the east and south sides. All development not within property lines must be removed.**

YES, THIS WILL BE DONE ON THIS WEEKEND AND ALL OUT OF PROPERTY FENCE WILL BE REMOVED

7. **Dismantled, wrecked, and/or salvage vehicles and salvage parts are not permitted and would require an additional special use permit for salvage operations.**

YES, I UNDERSTAND AND WILL NOT BRING ANY KIND OF VEHICLE THAT VIOLATE THE RULES AND REGULATIONS UNDER OUR SPECIAL USE PERMIT

8. **Provide proposed business hours for the shop and the parking operation.**

WE ARE PLANNING TO OPERATE OUR BUSINESS HOURS FROM 8 AM TO 5 PM

9. **What volume of customers would you anticipate for both the shop and parking portions.**

WE ARE EXPECTING 4 TRUCKS A DAY OR LESS FOR SHOP AND 4 TO 6 TRUCKS FOR PARKING .

10. **If approved, staff recommends approval for two (2) years.**

YES WE WILL WORK ALONG ACCORDING TO PLANNING COMMISSION STAFF AND LOCAL RULES AND REGULATIONS.



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

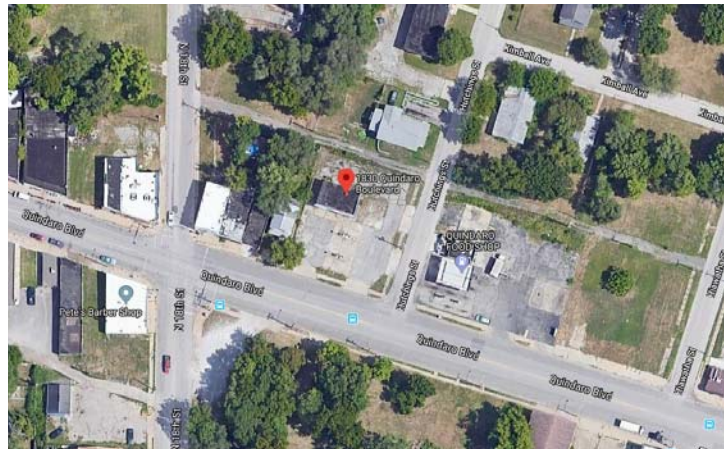
To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Petition #SP-2019-87

GENERAL INFORMATION

Applicant:
Nikole Henson

Status of Applicant:
Project Manager
KZK Properties
6612 Kimball Avenue
Kansas City, KS 66104

Requested Action:
Special Use Permit for a car dealership and automotive repair



Date of Application:
June 26, 2019

Purpose:
Applicant is applying for a Special Use Permit to operate a car dealership with automotive repair, auto detailing, and auto stereo installation.

Property Location:
1830 Quindaro Boulevard

Existing Zoning: C-3 Commercial District

Existing Surrounding Zoning: **North:** R-2 Two Family District
South: C-3 Commercial District
East: C-3 Commercial District
West: C-3 Commercial District

Existing Uses: **North:** Single-family residential
South: Vacant lots
East: Gas station/convenience store
West: Single-family residential

Neighborhood Characteristics: The neighborhood features a commercial strip along Quindaro Boulevard with residential to the blocks north and south of the boulevard.

Total Tract Size: 0.3 acre

Master Plan Designation: The City-Wide Master Plan designates this property as Community Commercial

Major Street Plan: The Major Street Plan designates Kansas Avenue as a Class C Thoroughfare

Advertisement: Property Owners Letters – July 11, 2019, August 5, 2019 and September 11, 2019
Wyandotte Echo – July 18, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: No one appeared in opposition at the September 9, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: Applicant is requesting a Special Use Permit to operate a car dealership on the property. Besides selling cars, the dealership will also engage in automotive repair, auto detailing, and auto stereo installation.

City Ordinance Requirements: Sections 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. Neighborhood character

The neighborhood features a residential strip along Quindaro Boulevard with residential to the blocks north and south of Quindaro. The neighborhood is over

100 years old, featuring traditional street layouts and residential and commercial spaces within close proximity of each other.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them.*

The proposed use is expected to be compatible with the surrounding zoning and uses, especially with the properties to the east and south.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

Quindaro Boulevard is a commercial area, and a car dealership and auto-related business is technically suitable for this area.

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

Staff is currently unsure how long the property has been vacant, but applicant has stated that the previous owner did not have the funds to obtain the proper permits in order to open the business.

5. *The extent to which the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.*

There are several car dealerships and automotive-related businesses in the area. This one additional automotive business is not particularly necessary. However, it is not likely to cause substantial injure or harm to nearby properties, so long it is well-maintained and complies with Commercial District Design and Landscape Guidelines.

6. *The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.*

Traffic is likely to increase at the corner of 18th Street and Quindaro Boulevard because of the proposed business. This arouses safety concerns, such as a compromised sight distance triangle.

7. *The degree of conformance of the proposed use to the Master Plan.*

Car dealerships and auto repair shops are allowed in Community Commercial designations by the City-Wide Master Plan.

8. *The extent to which the proposed use could cause environmental harm or enhance the environment.*

Environmental concerns include fluid leakage from automotive parts and the repair process. Gases from the detailing process may also be a concern.

9. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. *Water service*

Available

b. *Sanitary sewer service*

Available

c. *Storm water control*

Available

d. *Police*

Police service is provided by District #111

e. *Fire*

Fire service is provided by Fire District #11

f. *Transit*

Route 104

g. *Schools*

USD 500

h. *Streets*

See item #6 above

10. *The economic impact of the proposed use on the community.*

The number of business on this particular part of Quindaro Boulevard are few. The right types of businesses could stimulate growth and investment in the community. The concern from staff is that another car dealership and auto repair shop may not be the type of business that the neighborhood needs to see.

11. *The capability of the proposed use to meet applicable ordinance requirements.*

The building on the property is not currently in compliance with the Commercial District Design Guidelines. Furthermore, Applicant has not provided any design plans for the building itself.

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

The car dealership itself is not too much of a public safety issue, but the auto repair aspect—as well as the fencing issue addressed in the variance—may be a public safety issue.

PREVIOUS ACTIONS

N/A

NEIGHBORHOOD MEETING

Applicant held a neighborhood meeting at 6:30 PM on July 26, 2019 at Sanctuary of Hope, 2601 Ridge Street. Two neighbors were in attendance. Questions and comments from the neighbors included inquiring as the projects occurring on the property as well as reminiscing about Quindaro Boulevard of the past.

KEY ISSUES

Design, landscaping

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-87:

Urban Planning and Land Use Comments:

1. How long has the property been vacant?

Applicant Response: The property was active and non-vacant when acquired. Previous owner didn't have the financial resources to perform steps necessary to obtain permits to legally open business.

2. Provide a parking plan, including parking stripes, that sufficiently allows parking for all employees, customers, cars to be sold, and cars being repaired. Note that the parking plan cannot take into account any street parking, and that absolutely no cars in the procession of the business (whether for sale or for repair) may be parked on the public right of ways.

Applicant Response: Updated site plans provided.

Staff Response: Updated site plan found in Attachments.

3. What steps has or will Applicant take to prevent automotive fluids from contaminating the groundwater?

Applicant Response: Spill prevention plan has been developed that all shop staff will be trained to address as daily preventative maintenance and larger spills (see attached). Oil/water separator has been identified on the property that has been cleaned and serviced by reputable waste disposal company. Oil pans/mats will be used at location with proper waste disposal procedures in place to contain hazardous, flammable, and nonflammable materials.

4. What steps has or will Applicant take to mitigate any potential ill effects of the gases from detailing paint?

Applicant Response: There will not be any paint related services taking place on the property. Detailing will consist primarily of internal cleaning with the use of EPA approved cleaning detergents.

5. What is the business plan for the car dealership? For the automotive-related services business?

Applicant Response: Car dealership will be for used car sales. Applicant will apply to obtain dealer license to which if approved will purchase vehicles from auctions then fix and repair as necessary. Applicant has years of experience in the automotive industry. Applicant plans to work closely with industry contacts for guidance during the start-up and set up.

6. Provide a design plan for the building. Be sure that it is in compliance with the Commercial District Design Guidelines.

Applicant Response: Applicant will not make any internal structural changes to the existing building. When the property was acquired the property was pretty much already established for use per the requested actions by way of special use permit. Painting and cleanout are the only changes made to the building. Building has been approved for Zone 3 Commercial establishment for quite some time. Due to the lack of action by previous owner we're now in need of being approved for Zone 3 Commercial. In compliance with district design guidelines. Applicant will obtain a list of UG approved trees/shrubs that will be planted in accordance to the Commercial District Design Guidelines.

7. Provide a landscaping plan for the building. Be sure that it is in compliance with the Commercial District Landscape Guidelines.

Applicant Response: Landscaping and tree requirements is identified within site plans.

8. Please provide photos (or a description, if the space is not yet ready) of the interior of the building.

Applicant Response: Photos provided.

Staff Response: Photos can be found in the Attachments section. Applicant had not acquired a sign permit before commissioning the front mural. Applicant had erected a fence without a masonry pillar/column every 32 feet on center as per the Commercial Design Guidelines. Approval of the Special Use Permit is contingent on the successful acquiring of a sign permit and have fence plans approved by the DRC.

9. In order to maintain the Special Use Permit, Applicant and the business must remain in compliance with all local, State, and Federal business and automotive sales- and repair-related laws and regulations.

Applicant Response: Understood.

10. Special Use Permit may be approved for two (2) years

Applicant Response: Understood.

1. All cars parked in code compliant parking spaces.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) None.

- B) Items that are conditions of approval (stipulations):

- 1) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.

Applicant Response: Please see attached.

- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

- 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the City Planning Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of **SP-2019-87**, subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Proposed Site Plan
Photos of Exterior
Photos of Interior

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>City Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing Special Use	September 9, 2019 Approval	September 26, 2019

STAFF CONTACT: **Mike Farley**
 mfarley@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-87** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-87**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts At 1:07:19:

SPECIAL USE PERMIT APPLICATION #SP-2019-87 – NIKOLE HENSON –

SYNOPSIS: Special Use Permit for a car dealership with automotive repair, auto detailing and auto stereo installation at 1830 Quindaro Boulevard. ***Detailed Outline of Requested Action:*** Applicant is requesting a Special Use Permit to operate a car dealership on the property. Besides selling cars, the dealership will also engage in automotive repair, auto detailing, and auto stereo installation.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated July 18, 2019; and
7. The Notices to property owners dated July 11, 2019 and August 5, 2019.

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

Present in Support:

- ❖ Nikole Henson, applicant, 1830 Quindaro Boulevard, Kansas City, Kansas

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 1:10:45: Planning Director Richardson stated that all the cars for sale need to be in striped parking places. In addition, there needs to be striped parking spaces for the customers. With these comments, the staff recommends approval and he commended the applicant on the site as it looks very nice.

Motion and Vote Starts 1:11:11:

On motion by Dr. Neal seconded by Dr. Serda, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2019-87:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye

Reasons Aye
Serda Aye
Jones Not Present
Pauley Not Present
Motion to recommend APPROVAL Passed: 8 to 0
Subject to:

Urban Planning and Land Use Comments:

1. How long has the property been vacant?

Applicant Response: The property was active and non-vacant when acquired. Previous owner didn't have the financial resources to perform steps necessary to obtain permits to legally open business.

2. Provide a parking plan, including parking stripes, that sufficiently allows parking for all employees, customers, cars to be sold, and cars being repaired. Note that the parking plan cannot take into account any street parking, and that absolutely no cars in the procession of the business (whether for sale or for repair) may be parked on the public right of ways.

Applicant Response: Updated site plans provided.

Staff Response: Updated site plan found in Attachments.

3. What steps has or will Applicant take to prevent automotive fluids from contaminating the groundwater?

Applicant Response: Spill prevention plan has been developed that all shop staff will be trained to address as daily preventative maintenance and larger spills (see attached). Oil/water separator has been identified on the property that has been cleaned and serviced by reputable waste disposal company. Oil pans/mats will be used at location with proper waste disposal procedures in place to contain hazardous, flammable, and nonflammable materials.

4. What steps has or will Applicant take to mitigate any potential ill effects of the gases from detailing paint?

Applicant Response: There will not be any paint related services taking place on the property. Detailing will consist primarily of internal cleaning with the use of EPA approved cleaning detergents.

5. What is the business plan for the car dealership? For the automotive-related services business?

Applicant Response: Car dealership will be for used car sales. Applicant will apply to obtain dealer license to which if approved will purchase

vehicles from auctions then fix and repair as necessary. Applicant has years of experience in the automotive industry. Applicant plans to work closely with industry contacts for guidance during the start-up and set up.

6. Provide a design plan for the building. Be sure that it is in compliance with the Commercial District Design Guidelines.

Applicant Response: Applicant will not make any internal structural changes to the existing building. When the property was acquired the property was pretty much already established for use per the requested actions by way of special use permit. Painting and cleanout are the only changes made to the building. Building has been approved for Zone 3 Commercial establishment for quite some time. Due to the lack of action by previous owner we're now in need of being approved for Zone 3 Commercial. In compliance with district design guidelines. Applicant will obtain a list of UG approved trees/shrubs that will be planted in accordance to the Commercial District Design Guidelines.

7. Provide a landscaping plan for the building. Be sure that it is in compliance with the Commercial District Landscape Guidelines.

Applicant Response: Landscaping and tree requirements is identified within site plans.

8. Please provide photos (or a description, if the space is not yet ready) of the interior of the building.

Applicant Response: Photos provided.

Staff Response: Photos can be found in the Attachments section. Applicant had not acquired a sign permit before commissioning the front mural. Applicant had erected a fence without a masonry pillar/column every 32 feet on center as per the Commercial Design Guidelines. Approval of the Special Use Permit is contingent on the successful acquiring of a sign permit and have fence plans approved by the DRC.

9. In order to maintain the Special Use Permit, Applicant and the business must remain in compliance with all local, State, and Federal business and automotive sales- and repair-related laws and regulations.

Applicant Response: Understood.

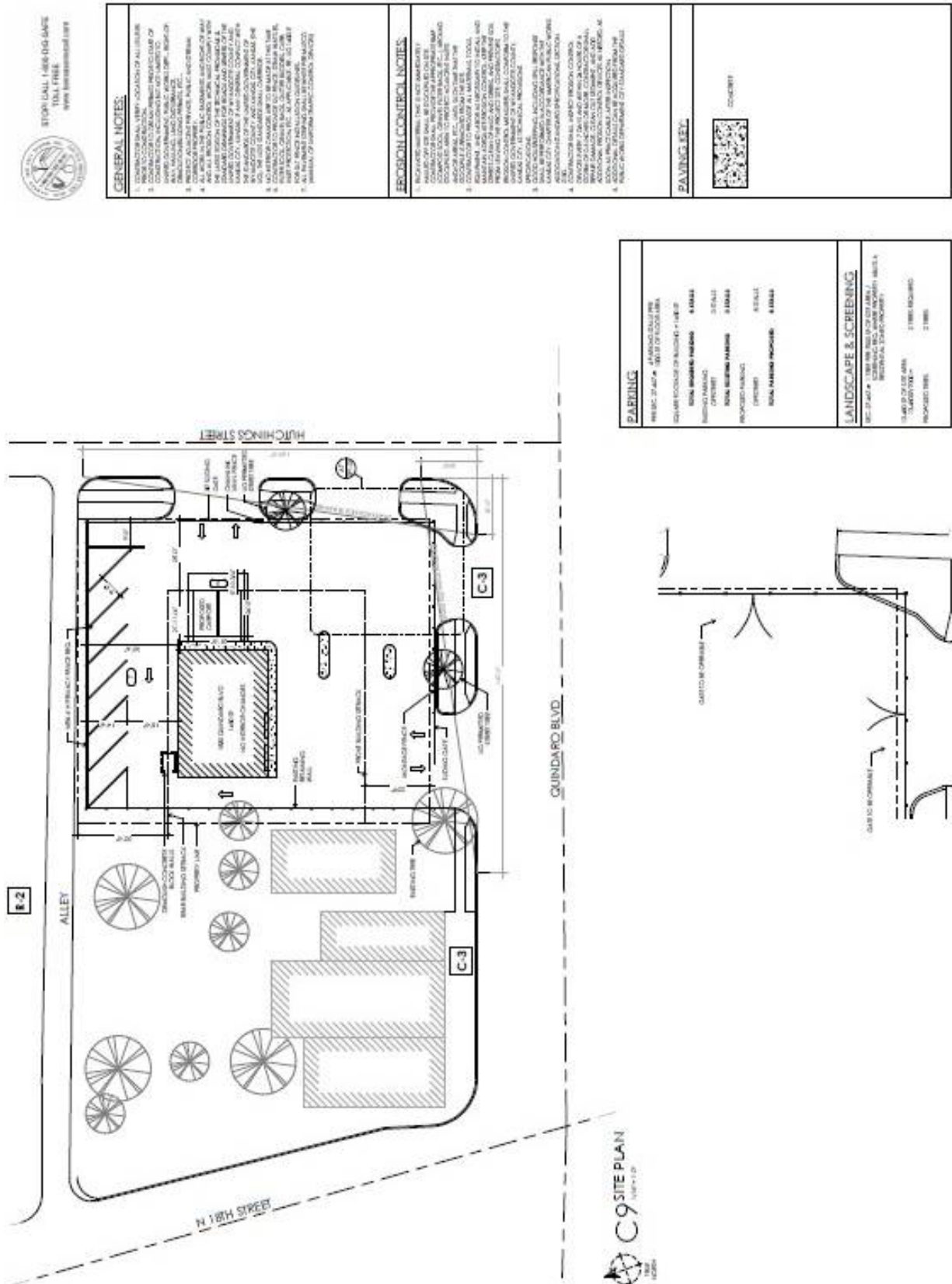
10. Special Use Permit may be approved for two (2) years

Applicant Response: Understood.

11. All cars parked in code compliant parking spaces.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
Applicant Response: Please see attached.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None



PHOTOS OF EXTERIOR

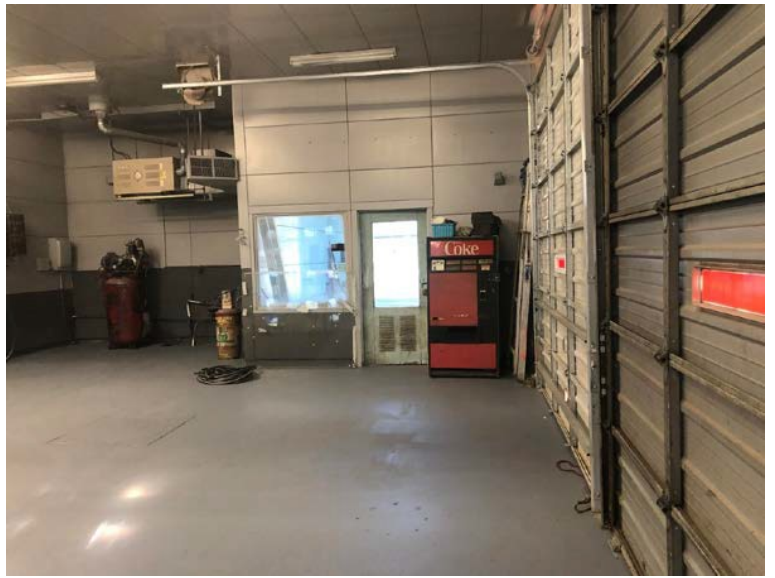


Above: Property before renovations

Below: Property after renovations (some renovations were done without proper permits)



PHOTOS OF INTERIOR





Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Petition #SP-2019-95

GENERAL INFORMATION

Applicant:
Dan Spencer

Status of Applicant:
Representative
CZ-USA
3341 N 7th Street Trafficway
Kansas City, Kansas 66115

Requested Action:
Renewal of Special Use Permit

Date of Application:
July 24, 2019

Purpose:
To continue operation of a private shooting range

Property Location:
3327 North 7th Street Trafficway



Commission Districts:

1. Commissioner At Large: Melissa Bynum
2. District Commissioner: Gayle Townsend

Existing Zoning: M-3 Heavy Industrial District

Existing Surrounding Zoning: **North:** M-3 Heavy Industrial District

South: M-3 Heavy Industrial District

East: M-3 Heavy Industrial District

West: M-3 Heavy Industrial District

Existing Uses: **North:** Union Pacific Railway
South: Industrial Development
East: Industrial Development
West: Industrial Development

Total Tract Size: 3.14 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Community Commercial.

Major Street Plan: The City-Wide Master Plan classifies Parallel Parkway as a Class B Thoroughfare.

Advertisement: The Wyandotte Echo – August 15, 2019
Letters to Property Owner – August 14, 2019 and September 11, 2019

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: No one appeared in opposition at the September 9, 2019 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Mr. Spencer, is seeking the renewal of a special use permit allowing the operation of a private firearm shooting range at 3327 North 7th Street Trafficway. The applicant use was originally approved in October of 2017. To date, the operation has been run without incident and has maintained compliance with federal, state, and local laws. There is no stated intention to change the current operation.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

The character of the neighborhood is entirely industrial in nature.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them.*

The zoning and uses of properties nearby are set out above. The majority of the nearby uses are industrial or manufacturing in nature, if built and secured correctly, this use is not expected to be incompatible.

3. *The suitability of the property for the uses to which it has been restricted. Will removal of the restrictions detrimentally affect nearby property?*

The removal of restrictions will not detrimentally affect nearby properties if stipulations are adhered to.

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

The property is not vacant.

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

Special use permits are not addressed in the Master Plan.

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

The proposed use will increase traffic to the property if it is open to the public; however, it is not expected to exceed the capacity of the street network.

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

The proposed use is not reasonably necessary for the convenience and welfare of the public. It should not have an effect on nearby properties so long as the operation is conducted in a safe and secure manner.

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

Noise is expected from a firing range. Given the industrial nature of the area, this is not expected to be an issue, assuming the hours of operation are typical business hours.

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

The proposed use will not pollute the air, land or water so long as all lead casings are properly disposed of and air is properly filtered.

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

This is not applicable.

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

The relative gain to the public health, safety, and welfare as compared to hardship imposed on the landowners is minimal. Assuming proper security measures are in place, this operation should not cause a public safety threat.

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

The proposed use will not result in overcrowding of land.

PREVIOUS ACTIONS

Special Use Permit approved in October 2017.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on August 22, 2019. According to the applicant, no one was in attendance.

KEY ISSUES

Occupation Tax Application

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2019-95, subject to:

Urban Planning and Land Use Comments:

- 1. Provide updated pictures of operation/site.**

Applicant Response: Please find the requested pictures attached.

2. Is this operation to remain closed to the public?

Applicant Response: Yes.

3. Has there been any change in security measures taken?

Applicant Response: No. All CZ-USA Facilities, including the facility at 3327 N 7th St Trafficway are locked at all times. Employee access is achieved through a secure electronic key fob system. Security cameras are positioned throughout the building, both inside and out. The building has an alarm system provided by Tyco Integrated Security. CZ-USA also maintains close communication with Kansas City, Kansas Police Department.

4. What are the hours of operation?

Applicant Response: The first staff arrive at 7:30 am and the last staff leave at 6:00 pm.

5. Has the way in which you dispose of excess material, and clean the site changed in anyway?

Applicant Response: No. CZ-USA plans to contract with a company who specializes in cleaning ranges and disposing of lead waste in a safe, legal, and environmentally friendly manner.

6. If approved, you will need to file and maintain a current occupation tax application per the Business Licensing Departments comments.

Applicant Response: CZ-USA is in possession of a current occupational tax receipt for the activity at this location, attached. CZ-USA will maintain this registration.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

Business Licensing Comments:

1. If approved, applicant will need to file and maintain a current occupation tax application. Applicant has received similar SUP at other property and did file the required occupation tax.

Applicant Response: CZ-USA is in possession of a current occupational tax receipt for the activity at this location, attached. CZ-USA will maintain this registration.

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #**SP-2019-95** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Staff Comment Responses
Neighborhood Meeting Information
Pictures
Occupation Tax Receipt
Letter of Support from Parent Company
Aerial Photograph

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	September 9, 2019	September 26, 2019
Special Use	Approval	

STAFF CONTACT: **Jacob Pellegrino**
 jpellegrino@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2019-95** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And

3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2019-95**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

SPECIAL USE PERMIT APPLICATION #SP-2019-95 – DAN SPENCER WITH CZ-

USA - SYOPSIS: Renewal of a Special Use Permit (#SP-2017-53 – expires 10/26/2019) for a private firearm shooting range, at 3327 North 7th Street Trafficway.

Detailed Outline of Requested Action: The applicant, Mr. Spencer, is seeking the renewal of a special use permit allowing the operation of a private firearm shooting range at 3327 North 7th Street Trafficway. The applicant use was originally approved in October of 2017. To date, the operation has been run without incident and has maintained compliance with federal, state, and local laws. There is no stated intention to change the current operation.

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

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

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The notice in *The Echo*; and
7. The notices to property owners.

The Commission will vote to approve in one vote these items unless someone comes forward and asks that an item be removed from the Consent Agenda.”

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

On motion by Dr. Serda, seconded by Mr. Miller , the Planning Commission voted as follows to **APPROVE** the items on the Consent Agenda:

Carson	Chairman
Cho	Aye
Connelly	Aye

Ernst Aye
Huey Aye
Miller Aye
Neal Aye
Reasons Aye
Serda Aye
Jones Not Present
Pauley Not Present
Motion to APPROVE Passed: 8 to 0
Subject to:

Urban Planning and Land Use Comments:

1. Provide updated pictures of operation/site.

Applicant Response: Please find the requested pictures attached.

2. Is this operation to remain closed to the public?

Applicant Response: Yes.

3. Has there been any change in security measures taken?

Applicant Response: No. All CZ-USA Facilities, including the facility at 3327 N 7th St Trafficway are locked at all times. Employee access is achieved through a secure electronic key fob system. Security cameras are positioned throughout the building, both inside and out. The building has an alarm system provided by Tyco Integrated Security. CZ-USA also maintains close communication with Kansas City, Kansas Police Department.

4. What are the hours of operation?

Applicant Response: The first staff arrive at 7:30 am and the last staff leave at 6:00 pm.

5. Has the way in which you dispose of excess material, and clean the site changed in anyway?

Applicant Response: No. CZ-USA plans to contract with a company who specializes in cleaning ranges and disposing of lead waste in a safe, legal, and environmentally friendly manner.

6. If approved, you will need to file and maintain a current occupation tax application per the Business Licensing Departments comments.

Applicant Response: CZ-USA is in possession of a current occupational tax receipt for the activity at this location, attached. CZ-USA will maintain this registration.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None.
- B) Items that are conditions of approval (stipulations):
 - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

Business Licensing Comments:

- 1. If approved, applicant will need to file and maintain a current occupation tax application. Applicant has received similar SUP at other property and did file the required occupation tax.

Applicant Response: CZ-USA is in possession of a current occupational tax receipt for the activity at this location, attached. CZ-USA will maintain this registration.

August 26, 2019

Department of Urban Planning & Land Use
701 North 7th Street, Suite 423
Kansas City, KS 66101

Via email only: jparker@wycokck.org
jpellegrino@wycokck.org

RE: CZ-USA's Response to Staff Comments and Suggestions, SP-2019-95

To Whom it May Concern,

Please accept the following in response to Staff Comments and Suggestions.

Urban Planning and Land Use Comments

1. Please provide updated pictures of operation/site.

Please find the requested pictures attached.

2. Is this operation to remain closed to the public?

Yes.

3. Has there been any change in the security measures taken?

No.

4. What are the hours of operation?

The first staff arrive at 7:30am and the last staff leave by 6:00pm.

5. Has the way in which you dispose of excess material, and clean the site changed in any way?

No.

6. If approved, you will need to file and maintain a current occupational tax application per the Business Licensing Department's comments.

CZ-USA is in possession of a current occupational tax receipt for this activity at this location, attached. CZ-USA will maintain this registration.


DAN WESSON FIREARMS



P.O. Box 171073, Kansas City, KS 66117-0073 T 800-955-4486 P 913-321-1811 F 913-321-2251 E info@cz-usa.com | cz-usa.com

Public Works Comments

The Public Works department made the following comments, none of which require a response from CZ-USA.

A) Items that require plan revision or additional documentation before engineering can recommend approval:

1) None.

B) Items that are conditions of approval (stipulations):

1) None

C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

1) None

Business Licensing Comments

1. If approved, applicant will need to file and maintain a current occupation tax application. Applicant has received similar SUP at other property and did file the required occupation tax.

CZ-USA is in possession of a current occupational tax receipt for this activity at this location, attached. CZ-USA will maintain this registration.

Please do not hesitate to contact me with any additional questions or concerns.

Best regards,



Dan Spencer
dan@cz-usa.com
1-913-321-1811 x 4309



P.O. Box 171073, Kansas City, KS 66117-0073 T 800-955-4486 P 913-321-1811 F 913-321-2251 E info@cz-usa.com | cz-usa.com



Minutes of Neighborhood Meeting on SP-2019-95

Date of Meeting: 8-22-19, 3-4pm

Host: Dan Spencer, General Counsel, CZ-USA

On August 22nd, 2019, a Neighborhood Meeting was held at 3341 North 7th Street Trafficway, Kansas City, KS 66115 on SP-2019-95.

Photographs and floor plans of the subject property in use were made available to attendees.

No one from the public attended the meeting.

Dan Spencer



P.O. Box 171073, Kansas City, KS 66117-0073 T 800-955-4486 P 913-321-1811 F 913-321-2251 E info@cz-usa.com

cz-usa.com

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
COUNTY OF WYANDOTTE) SS:

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

1. That I am the petitioner for Petition # SP-2019-95
2. That I conducted a neighborhood meeting on 8-22-19.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

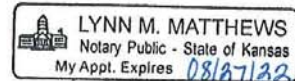
Further affiant saith not.



Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 22 day of August, 20019.

My commission expires 27 of August, 20022.





Notary Public

Neighborhood Meeting Sign-In Sheet for SP-2019-95

August 22nd, 2019

NAME

ORGANIZATION

David Spencer - [Signature]

CZ-USA







**BUSINESS LICENSE DIVISION**

Neighborhood Resource Center
Unified Government of Wyandotte County/Kansas City, Kansas
4953 State Ave. Kansas City, Kansas 66102
p. (913) 573-8780 | f. (913) 573-8622 | www.wycokck.org/businesslicense

2019 Occupation Tax Receipt

Mailing Address

Date Receipt Issued: **2/27/2019**

CZ-USA
3341 N. 7TH ST TRWY
KANSAS CITY, KS 66115

This certifies that

CZ-USA
3327 N 7TH ST TRFY
KANSAS CITY, KS 66115

has paid the Unified Government Occupation Tax for the privilege of conducting the business of

SMALL ARMS ASSEMBLAGE & QC TEST RANGE

in the City of Kansas City, Kansas. The Occupation Tax expires on: **12/31/2019**

The tax paid on **2/27/2019** was **\$218.00**

License # **19980-00146**

Phillip E. Henderson
License Administrator

THE ISSUANCE OF AN OCCUPATION TAX RECEIPT DOES NOT CREATE A PRESUMPTION THAT THE
BUSINESS HAS COMPLIED WITH THE UNIFIED GOVERNMENT REGULATORY ORDINANCES.

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN THE PLACE OF BUSINESS.
NO REFUNDS AVAILABLE.



1220 Washington Street, Suite 300
Kansas City, MO 64105
P.O. Box 411299
Kansas City, MO 64141-1299
T 816.474.2000
F 816.421.6666
www.ngzimmer.com

August 19, 2019

Unified Government of Wyandotte County, Kansas City, Kansas
City Planning Commission
701 N. 7th Street
Room 423
Kansas City, Kansas 66101
Attn : Chairperson

It has been brought to our attention that CZ-USA is in the process of renewing their special use permit for the building they occupy at 3327 N. 7th Street Trafficway, Kansas City, Kansas. Speaking on behalf of the building ownership, and as their Landlord at this location, we are strongly in favor of the renewed special use permit. CZ-USA has been a Tenant of for over 5 years and they are responsible and diligent in the discharge of their responsibilities under our lease. The renewal of this special use permit will permit CZ-USA to continue their growth and hiring of Wyandotte County citizens now and in the future. We hope that Planning Commission will act swiftly and in the affirmative to renew their permit.

A handwritten signature in black ink, appearing to read 'David J. Zimmer', written over a circular stamp or seal.

David J. Zimmer, SIOR, FRICS

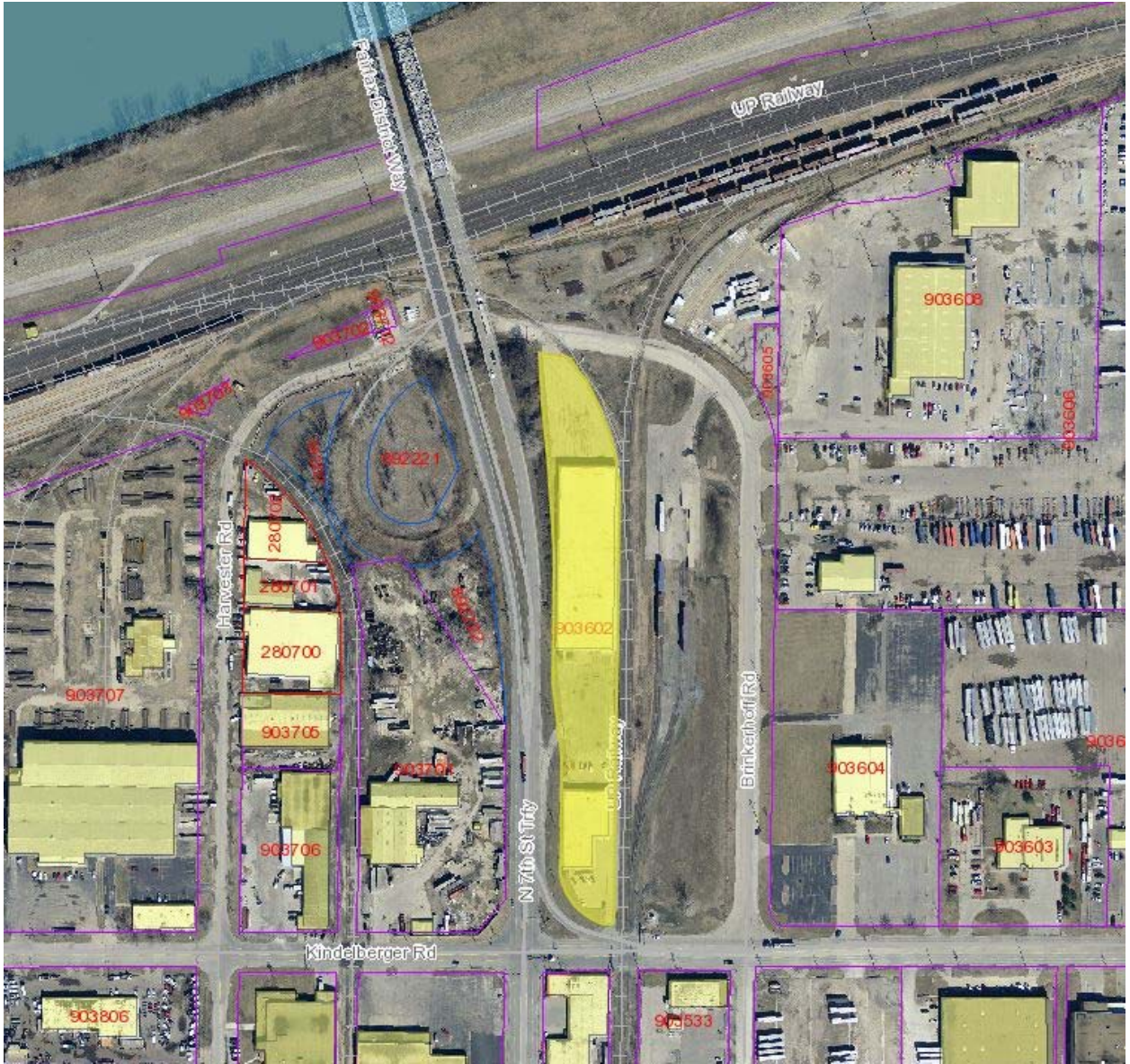
dzimmer@ngzimmer.com

T: 816.512.1001

C: 816.223.4555

DJZ/bt
Encl.

cc: Dan Spencer/CZ-USA





Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

Phone: (913) 573-5750
Fax: (913) 573-5796
www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: September 26, 2019
Re: Petition #PR-2019-21

GENERAL INFORMATION

Applicant:
David Contag

Status of Applicant:
Representative
DLR Group
7290 West 133rd Street
Overland Park, KS 66213

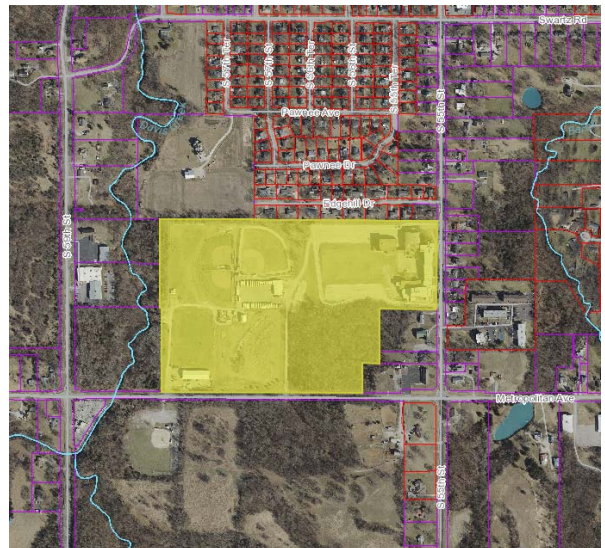
Requested Action:
Approve Preliminary and Final Plan Review

Date of Application:
July 26, 2019

Purpose:
To build a 48,800 square foot building
addition for Turner Middle School

Property Location:
1312 South 55th Street

Commission Districts: Commissioner At Large: Angela Markley
District Commissioner: Tom Burroughs



Existing Zoning: R-1 Single Family District

Surrounding Zoning:

North:	A-G Agriculture and R-1 Single Family Districts
South:	R-1 Single Family District
East:	R-1 Single Family, RP-5 Planned Apartment and C-1 Limited Business Districts
West:	R-1 Single Family and M-2 General Industrial Districts

Existing Uses:

North:	Large lot single family home and single-family homes
South:	Church
East:	Single family homes, apartments and a restaurant
West:	Single family homes and an industrial manufacturer

Total Tract Size: 48.47 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Public/Semi-Public.

Major Street Plan: Th Major Street Plan classifies South 55th Street as a Class C Thoroughfare.

Advertisement: Property Owner Letters – August 14, 2019 and September 11, 2019

Wyandotte Echo – Not Required

Public Hearings: September 9, 2019 and September 26, 2019

Public Opposition: No one appeared in opposition at the September 9, 2019 City Planning Commission.

PROPOSAL

Detailed Outline of Requested Action: The applicant, David Contag with DLR Group, on behalf of Turner USD 202 wants to build a 48,800 square foot building addition onto Turner Middle School and interior remodel at 1312 South 55th Street.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The character of the neighborhood is comprised predominately of single-family homes, north and east of the school and a small apartment complex east of South 55th Street.

2. *The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.*

The proposed use will not increase traffic or parking demand in ways that will adversely affect road capacity, safety, or create parking problems.

3. *The degree of conformance of the proposed use to the Master Plan.*

The proposed use complies with the Master Plan.

4. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. *Water service*

Available

b. *Sanitary sewer service*

Available

c. *Storm water control*

To be designed to meet City Code

d. *Police*

Police service is provided by the South Patrol, District #334

e. *Fire*

Fire service is provided by Station #16

f. *Transit*

Kansas City ATA does not provide transit service near this property.

g. *Schools*

Turner USD 202

5. *The capability of the proposed use to meet applicable ordinance and other requirements.*

The proposed use is capable of meeting applicable ordinance and other requirements.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on August 23, 2019. According to the applicant, no attendee at the meeting was in opposition of the project.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Plan Review Application #PR-2019-21, subject to:

Urban Planning and Land Use Comments:

1. The retaining wall on the west side of the building addition is in excess of eight (8) feet in height, approximately fifteen (15) feet tall. The Planning Commission must approve a deviation in the Commercial Design Guidelines which requires retaining walls taller than eight (8) feet are required to be terraced.

Applicant Response: The total retaining wall length is about 275 feet. The section of retaining wall that is about 15-feet high is only about 24-feet in length at the southwest corner of the new educational classroom building. The retaining wall needs to tie into the building as shown to maintain the lower level classroom window that is needed to provide natural daylight. The window system also needs to line up architecturally for the two-story classroom building and cannot be relocated due to the size of the classroom.

Staff Response: As it is only visible internally, this is acceptable.

2. While the existing parking lot will need to be resurfaced and restriped where necessary during construction, all new areas for staff and parent parking shall be curbed, landscaped and striped accordingly.

Applicant Response: Acknowledged. Refer to submitted plans.

3. The sidewalk along South 55th Street shall be repaired where necessary during construction of the building addition.

Applicant Response: The existing concrete sidewalk in the right-of-way will be repaired if damaged during construction, or in locations where the new

construction requires replacement of the walkway to ensure connectivity into the site.

4. All rooftop mechanical equipment shall be screened from public view by the parapet of the building. The public view extends to the boundary of the property line and public right-of-way.

Applicant Response: Acknowledged. The drawings show extended parapet walls with metal wall panels matching the building for all new mechanical equipment. The metal wall panel system is incorporated in various locations around the new building. There are existing mechanical units and duct work system mounted on the existing building at the north end of the gymnasium building that need to remain. The existing gym structure is not being modified in this project and was not engineered for the loading of additional parapet walls.

5. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building.

Applicant Response: Acknowledged.

6. All downspouts shall be internalized.

Applicant Response: Acknowledged. The drawings show internal downspouts for the proposed buildings with the exception of the four small triangular architectural flared building structures on the west side of the proposed classroom building that have small external drains that will be picked up with the storm drain system.

Staff Response: This is acceptable as this is almost entirely concealed by the large retaining wall.

7. All lighting, whether mounted on the wall or installed in the parking lot shall have 90-degree cutoff fixtures. Light fixtures mounted on the wall shall be decorative, including those above egress doors.

Applicant Response: Acknowledged and provided per the drawings.

8. The trash enclosure shall be comprised of the same materials as the building and shall not face the public street. The gates shall be comprised of wood or metal panel.

Applicant Response: Acknowledged. Will revise the drawing to include a masonry side wall. The gates will be metal or composite wood screen wall system that architecturally complements the buildings.

9. Shade trees shall be at least 2-½" caliper when planted. Evergreen trees shall be at least six (6) feet in height when planted. Shrubs shall be at least three (3) gallons when planted.
 - a. Landscaping shall be irrigated.

Applicant Response: Acknowledged and provided per the drawings.

10. In order to have legitimate signage, a sign permit must be filed with the Urban Planning and Land Use Department. Wall sign standard is one per façade, maximum of four (4) feet in height, and cumulative maximum of 50 square feet in sign area for the building. If any wall sign is not visible from the public street, such as an internal courtyard, the sign does not require a sign permit and therefore does not count towards the sign allocation for the property.

Applicant Response: Acknowledged. The final sign permit will include one (1) allowable wall sign and one (1) detached monument sign facing South 55th Street. This information is also shown in the final development plan.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None
- B) Items that are conditions of approval (stipulations):
 - 1) Future plans to make any changes to the proposed traffic patterns according to the Traffic Impact Study shall be coordinated with the UG Public Works Department i.e. County Engineer and the City Traffic Engineer.
 - 2) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #PR-2019-21 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

September 9, 2019 City Planning Commission Minutes
Applicant Response Letter
Neighborhood Meeting Minutes
KCKFD Comments
Site Plan
Grading Plan
Landscape Plan
Building Elevations
Sign Elevations

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	September 9, 2019	September 26, 2019
Preliminary and Approval		
Final Plan		

STAFF CONTACT: **Byron Toy, AICP**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**PR-2019-21** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**PR-2019-21**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

September 9, 2019 City Planning Commission Minutes:

Hearing Starts 1:12:00:

PLAN REVIEW APPLICATION #PR-2019-21 – DAVID CONTAG WITH DLR GROUP,
Preliminary and Final Plan Review for an addition and renovation to the Turner Middle

School at 1312 South 55th Street. **Detailed Outline of Requested Action:** The applicant, David Contag with DLR Group, on behalf of Turner USD 202 wants to build a 48,800 square foot building addition onto Turner Middle School and interior remodel at 1312 South 55th Street.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated September 9, 2019
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file; and
6. The Notices to property owners dated August 14, 2019.

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

Present in Support:

- ❖ Dave Contag, applicant, DLR Group, 7290 West 133rd Street, Overland Park, Kansas 66213
- ❖ Doug Powers, Assistant Superintendent, Turner School District
- ❖ Mick Slutter, Civil Engineer, RIC Engineering

Present in Opposition:

- ❖ No one appeared

Staff Recommendation Starts 1:18:37: Planning Director Richardson stated the staff has worked very closely with the school district to ensure they had approvable plans. The staff recommends approval subject to the stipulations in the staff report.

Motion and Vote Starts 1:18:55:

On motion by Mr. Miller seconded by Ms. Huey, the Planning Commission voted as follows to **recommend APPROVAL of Plan Review Application #PR-2019-21:**

Carson	Chairman
Cho	Aye
Connelly	Aye
Ernst	Aye
Huey	Aye
Miller	Aye
Neal	Aye
Reasons	Aye
Serda	Aye
Jones	Not Present
Pauley	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

Urban Planning and Land Use Comments:

1. The retaining wall on the west side of the building addition is in excess of eight (8) feet in height, approximately fifteen (15) feet tall. The Planning Commission must approve a deviation in the Commercial Design Guidelines which requires retaining walls taller than eight (8) feet are required to be terraced.

Applicant Response: The total retaining wall length is about 275 feet. The section of retaining wall that is about 15-feet high is only about 24-feet in length at the southwest corner of the new educational classroom building. The retaining wall needs to tie into the building as shown to maintain the lower level classroom window that is needed to provide natural daylight. The window system also needs to line up architecturally for the two-story classroom building and cannot be relocated due to the size of the classroom.

Staff Response: As it is only visible internally, this is acceptable.

2. While the existing parking lot will need to be resurfaced and restriped where necessary during construction, all new areas for staff and parent parking shall be curbed, landscaped and striped accordingly.

Applicant Response: Acknowledged. Refer to submitted plans.

3. The sidewalk along South 55th Street shall be repaired where necessary during construction of the building addition.

Applicant Response: The existing concrete sidewalk in the right-of-way will be repaired if damaged during construction, or in locations where the new construction requires replacement of the walkway to ensure connectivity into the site.

4. All rooftop mechanical equipment shall be screened from public view by the parapet of the building. The public view extends to the boundary of the property line and public right-of-way.

Applicant Response: Acknowledged. The drawings show extended parapet walls with metal wall panels matching the building for all new mechanical equipment. The metal wall panel system is incorporated in various locations around the new building. There are existing mechanical units and duct work system mounted on the existing building at the north end of the gymnasium building that need to remain. The existing gym structure is not being modified in this project and was not engineered for the loading of additional parapet walls.

5. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building.

Applicant Response: Acknowledged.

6. All downspouts shall be internalized.

Applicant Response: Acknowledged. The drawings show internal downspouts for the proposed buildings with the exception of the four small triangular architectural flared building structures on the west side of the proposed classroom building that have small external drains that will be picked up with the storm drain system.

Staff Response: This is acceptable as this is almost entirely concealed by the large retaining wall.

7. All lighting, whether mounted on the wall or installed in the parking lot shall have 90-degree cutoff fixtures. Light fixtures mounted on the wall shall be decorative, including those above egress doors.

Applicant Response: Acknowledged and provided per the drawings.

8. The trash enclosure shall be comprised of the same materials as the building and shall not face the public street. The gates shall be comprised of wood or metal panel.

Applicant Response: Acknowledged. Will revise the drawing to include a masonry side wall. The gates will be metal or composite wood screen wall system that architecturally complements the buildings.

9. Shade trees shall be at least 2-½" caliper when planted. Evergreen trees shall be at least six (6) feet in height when planted. Shrubs shall be at least three (3) gallons when planted.
 - a. Landscaping shall be irrigated.

Applicant Response: Acknowledged and provided per the drawings.

10. In order to have legitimate signage, a sign permit must be filed with the Urban Planning and Land Use Department. Wall sign standard is one per façade, maximum of four (4) feet in height, and cumulative maximum of 50 square feet in sign area for the building. If any wall sign is not visible from the public street, such as an internal courtyard, the sign does not require a sign permit and therefore does not count towards the sign allocation for the property.

Applicant Response: Acknowledged. The final sign permit will include one (1) allowable wall sign and one (1) detached monument sign facing South 55th Street. This information is also shown in the final development plan.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None
- B) Items that are conditions of approval (stipulations):
 - 1) Future plans to make any changes to the proposed traffic patterns according to the Traffic Impact Study shall be coordinated with the UG Public Works Department i.e. County Engineer and the City Traffic Engineer.
 - 2) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

August 28, 2019

Mr. Byron Toy
Department of Urban Planning and Land Use
Neighborhood Resource Center
4953 State Ave, Kansas City, KS 66102

7290 West 133rd Street
Overland Park, KS 66213
o: 913/897-7811

Re: Project Name: Turner Middle School: Final Development Plan
PR-2019-21
DLR Group Project No.: 12-19112-00

Dear Mr. Toy:

This letter is in response to Draft staff comments and suggestions to the Final Development Plan for the above referenced project sent by Janet Parker, UG Planning by email on August 21, 2019. The following are our responses to Unified Government Planning comments:

Urban Planning and Land Use Comments

1. The retaining wall on the west side of the building addition is in excess of eight (8) feet in height at approximately 15-feet height. The Planning Commission must approve a deviation in the Commercial Design Guidelines which requires walls higher than 8-feet to be terraced.
Response: The total retaining wall length is about 275-feet. The section of retaining wall that is about 15-feet high is only about 24-feet in length at the southwest corner of the new educational classroom building. The retaining wall needs to tie into the building as shown to maintain the lower level classroom window that is needed to provide natural daylight. The window system also needs to line up architecturally for the two-story classroom building and cannot be relocated due to the size of the classroom. See plan below.



2. The existing parking lot will need to be resurfaced and re-striped where necessary due to construction. New parking areas for staff and parent drop-off shall be curbed, landscaped and striped:
Response: Acknowledged. Refer to submitted plans.
3. Repair the sidewalk along South 55th Street, where necessary, during construction of the building addition:
Response: The existing concrete sidewalk in the ROW will be repaired if damaged during construction, or in locations where the new construction requires replacement of the walkway to ensure connectivity into the site.

Kansas City Chicago Colorado Springs Denver Des Moines Honolulu Houston
Las Vegas Lincoln Los Angeles Minneapolis Omaha Orlando Pasadena Phoenix
Portland Riverside Sacramento Seattle Tucson Washington, DC Dubai Shanghai

dlrgroup.com
facebook.com/dlrgroup
twitter.com/dlrgroup

4. All rooftop mechanical equipment shall be screened from public view by the parapet of the building. The public view extends to the boundary of the property line and public right-of-way. **Response: Acknowledged. The Drawings show extended parapet walls with metal wall panels matching the building for all new mechanical equipment. The metal wall panel system is incorporated in various locations around the new building. There are existing mechanical units and duct work system mounted on the existing building at the north end of the gymnasium building that need to remain. The existing gym structure is not being modified in this project and was not engineered for the loading of additional parapet walls. See photo below:**



5. All utility connections must be screened with landscape or architecturally designed screen wall. **Response: Acknowledged.**
6. All downspouts shall be internalized. **Response: Acknowledged. The Drawings show internal downspouts for the proposed buildings with the exception of the four small triangular architectural flared building structures on the west side of the proposed classroom building that have small external drains that will be picked up with the storm drain system.**
7. All lighting, whether mounted on the wall or installed in the parking lot shall have 90-degree cut-off fixtures. Light fixtures mounted on the wall shall be decorative, including those above egress doors. **Response: Acknowledged and provided per the Drawings.**
8. The trash enclosure shall be comprised of the same materials as the building and not face the public street. The gates shall be comprised of wood or metal panel. **Response: Acknowledged. Will revise the Drawings to include a masonry side wall. The gates will be metal or composite wood screen wall system that architecturally complements the buildings.**
9. Shade trees shall be 2.5-inch caliper when planted. Evergreen trees shall be at least 6-feet in height when planted. Shrubs shall be at least three gallons when planted. Landscaping shall be irrigated. **Response: Acknowledged and provided per the Drawings.**

DLR Group
Overland Park, Kansas
o: 913/897-7811

Mr. Byron Toy
August 28, 2019
Page 3

10. A sign permit must be filed with Urban Planning and Land Use Department. Wall sign standard is one per façade, a maximum of 4-feet in height and cumulative maximum of 50 SF sign area for the building. IF any wall sign is not visible from the public street, the sign does not require a sign permit. Response: **Acknowledged. The final sign permit will include one (1) allowable wall sign and one (1) detached monument sign facing South 55th Street. This information is also shown in the Final Development Plan.**

Engineering Comments

11. Retaining Wall Comments: Sheet C05 – General Layout still call outs the retaining wall by the bus loop as a reinforced concrete wall while the plans calculations show this as a segmental block retaining wall. Revise as applicable.

RIC Response: The proposed retaining wall adjacent to the bus loop is now called out as a "Segmental Block Retaining Wall". See Sheet 05 – General Layout for details. See also revised retaining wall details. The guard rail system design is certified to meet structural loads per the Building Code per attached letter from Ameristar.

12. Sanitary Sewer Comments: A manhole is required at the location where there is a change in flow direction in the 8" PVC sanitary service line from the proposed building to the public sanitary sewer main. There is potential for conflict with the existing water line. Revise as applicable.

RIC Response: Based on the proposed building flows, the proposed sanitary service size has been reduced to a 6" diameter pipe where it connects to the main. Due to the reduced service line diameter, a manhole has not been shown and a cleanout has been added. Flowlines of the proposed sanitary sewer and the existing water main have been provided on Sheet 17 – Utility Plan.

Sincerely,

DLR Group



David H. Contag, PLA ASLA
Principal

Encl: Drawings

cc: Rob Richardson
Martin Ntonjira
Doug Powers, USD #202
Chris Crockett, USD #202

DLR Group
Overland Park, Kansas
o: 913/897-7811

Meeting Minutes



7290 West 133rd Street
Overland Park, KS 66213

o: 913/897-7811
f: 913/897-8333

Meeting Date	August 23, 2019
To	Janet Parker, UG Dept. of Urban Planning and Land Use
From	David Contag, DLR Group
Location	Turner USD #202 District Office
Project	Neighborhood Meeting for Turner Middle School Final Development Plan
Project No.	DRC PR #2019-21
Attendees	DLR Group #12-19112-00 Reagan Garcia - neighbor Steve Garcia – neighbor Chris Crockett- Turner USD #202 Joel Crocker – McCown Gordon Robyn O’Roark, Maddie Bestick and David Contag – DLR Group
Purpose	Neighborhood Meeting for Turner Middle School
Minutes	The following meeting minutes are intended to summarize the discussion and questions from the neighbors of the proposed Middle School Renovation and Additions project. District Staff welcomed the meeting attendees. The Architect, DLR Group; the Civil Engineer, RIC; and Construction Manager, McCown Gordon provided an overview of the project and presented a video fly-around of the project, plans and elevations. The following questions were asked by the neighbors and discussed: 1. What is the project schedule? Response: We plan to start construction in March 2020. The school is scheduled to be complete August 2021. 2. How will the student drop -off work and how will traffic function? Response: The buses will drop off and pick up west of the Performing Arts Center and will only use the existing south drive. A new bus loop and turn around area is proposed. Parent car drop off and pick up will be handled by use of the north existing drive and cars will be directed all the way to the west end of the parking lot and circle back east to the proposed car loop drive on the east side of the school at the new building entrance. 3. Screening of new service area? Response: The building ground mounted equipment will be screened with an 8-feet high metal and composite wood system.

Action Items

4. How will dust be controlled during construction?
Response from McCown Gordon: Dust will be controlled with water and the jobsite will be kept as clean as possible. If there are any concerns, Joel indicated neighbors could call the jobsite superintendent with any concerns to be addressed.
5. What is the proposed building height at the new addition?
Response: The height will be 30-feet plus the height of the mechanical screening devices. The existing Annex building was 34-feet high.
6. Will the Soccer/Football practice field be saved?
Response: Yes. There is an Alternate for a retaining wall to raise the existing NE corner that makes the field a practice field today.
7. How many students are there today and how many proposed students when the school is complete?
Response: 620 students now and 680-700 in the future.
8. Is the intercom system internal to the building?
Response: The intercom system is internal to the school but may have some exterior speakers for the courtyards and on the building for the soccer field to announce an all-clear message or to announce emergencies. The exterior intercom is used less frequently.

The foregoing is a summary of the discussion and comments received. Please contact the undersigned should any additions or corrections to these minutes be required.

cc: Mr. Doug Powers
Ms. Kim Portillo, UG Staff Planner

Submitted by:



David H. Contag, PLA ASLA

DLR Group
Overland Park, Kansas
o: 913/897-7811 f: 913/897-8333

DEVELOPMENT REVIEW COMMITTEE

Unified Government of Wyandotte County/ Kansas City, Kansas



FIRE DEPARTMENT-FIRE PREVENTION DIVISION

815 North 6th St.
Kansas City, Kansas 66101

(913) 573-5550
(913) 551-0490 fax

DEPARTMENTAL REQUIREMENTS AND RECOMMENDATIONS

DRC No. PR-2019-21 Address: 1315 S. 55th St
Development Name: Turner USD 202 Description: bldg addn & renovation
STAFF ONLY : ☐ A ☐ A/C ☐ F & F ☐ H/C ☐ R/A

Ordinance Requirements:

Before this Department can approve the issuance of a building permit for the above-named project, the developer, owner or contractor must address / agree with the following requirements, stipulated by the Unified Government Ordinances, by signing this form.

- 1) Compliance with the International Building Code -2012 Edition
 - 2) Compliance with the International Fire Code – 2012 Edition
 - 3) Compliance with current NFPA 101® Life Safety Code
 - 4) Compliance with existing fire codes, all applicable City ordinances, State rules and regulations
- Submit automatic fire sprinkler/fire alarm plans and calculations for approval prior to installation.

*Provide that the inside turning radius for the east loop access along 55th street has a inside turning radius of 25' min.

*Provide that any portion of the addition that exceeds 30' to grade complies with Sec. D104 and D105, 2102 IFC for aerial truck access route(s).

*Provide that all portions of the addition comply with Sec.503, 2012 IFC for fire access roads.

NOTE: Items highlighted with (*) must be addressed prior to departmental approval.

Attending DRC Member:

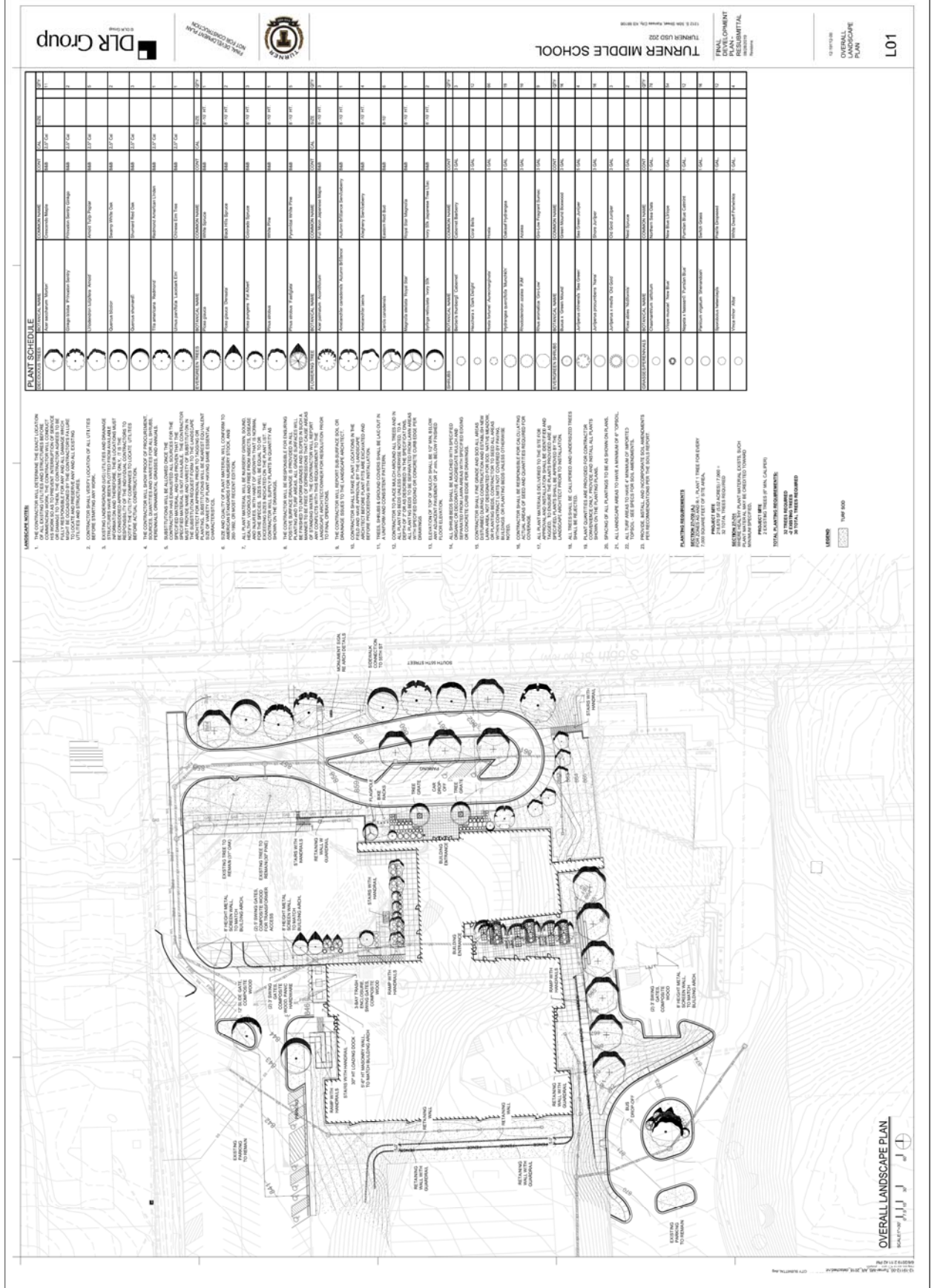
Date

I, _____, as _____ of the above referenced project, do hereby certify that I will comply with all of the above ordinance requirement(s), and give consideration to the recommendation(s) above.

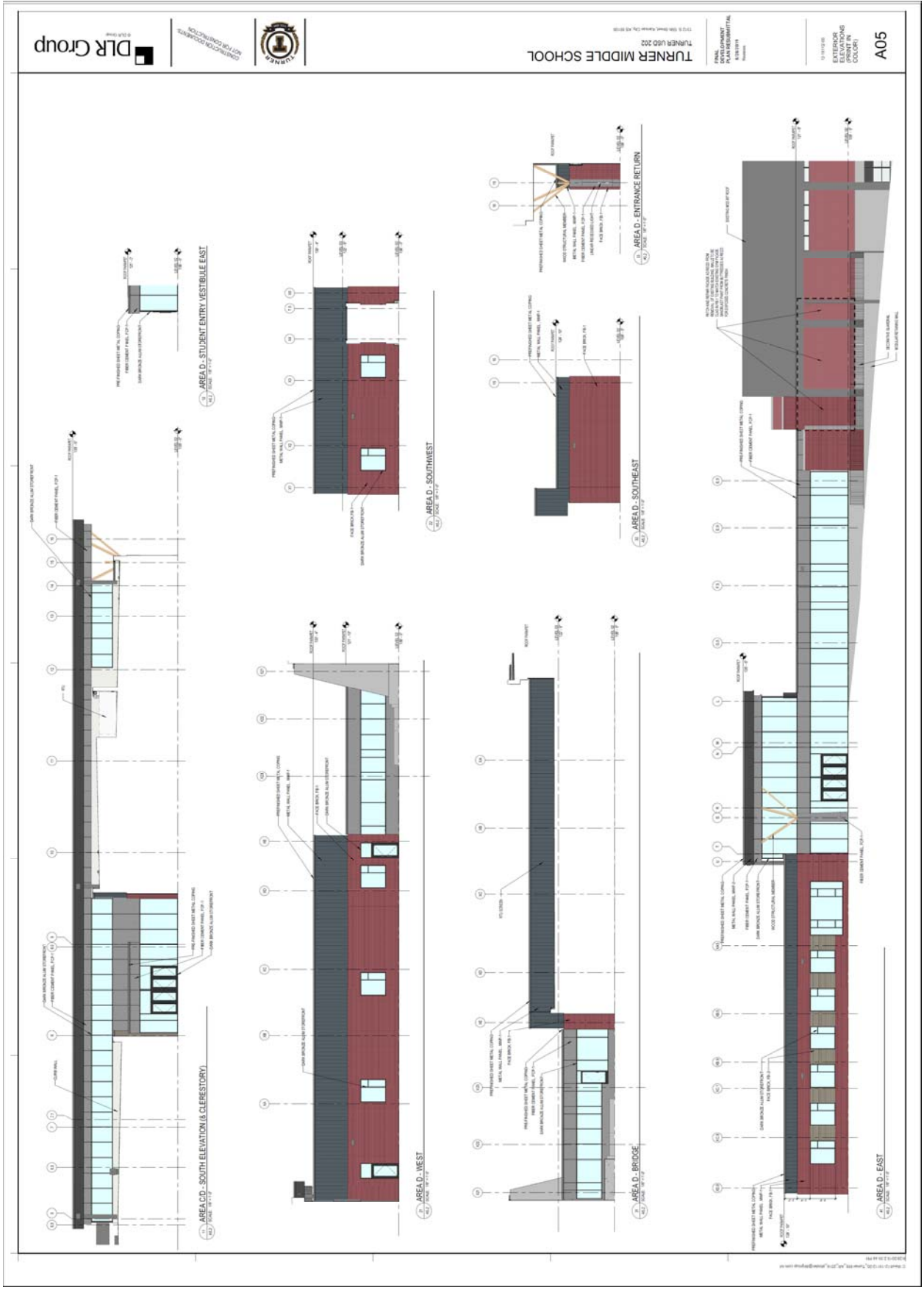
Signature and Date

Contact Phone Number and Email Address

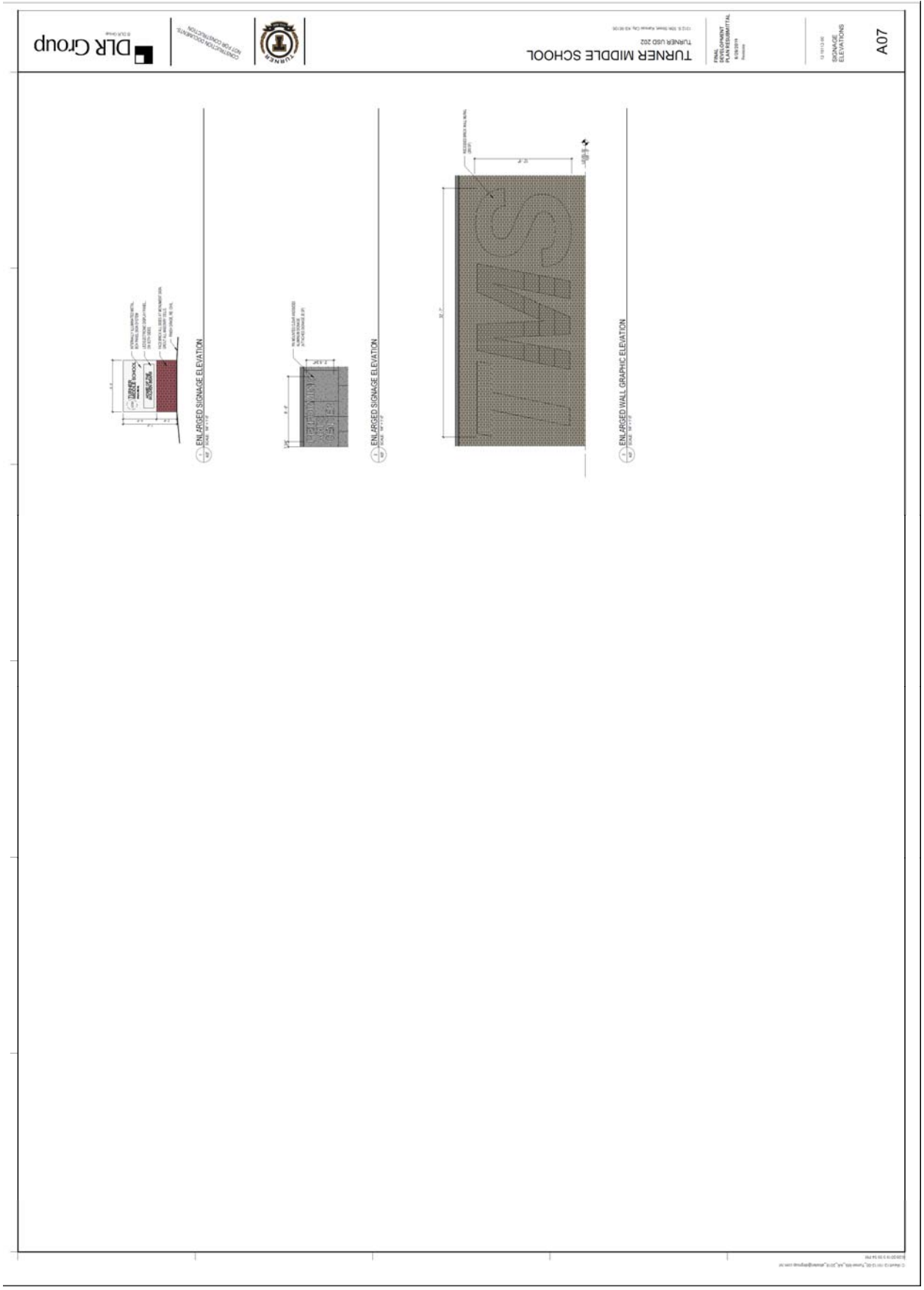
Mailing Address, City, State, and Zip Code











19972

MAYOR'S AGENDA ITEM NO. 1



300 SW 8th Avenue, Ste. 100
Topeka, KS 66603-3951
P: (785) 354-9565
F: (785) 354-4186
www.lkm.org

August 9, 2019

Dear City Clerks, City Managers, or City Administrators:

Save the date in Overland Park for the League's Annual Conference: Find Your Balance. Do you find it hard to manage competing funding priorities in your community? Do you get bogged down; knowing that productivity of your city can be improved but you just don't know how? Have you ever struggled to find balance between your public service work and your personal life? This year's League Annual Conference is for you! Additional information along with a conference schedule is in the July issue of the *Kansas Government Journal*.

The annual business meeting and policy session of city voting delegates will be held at the conference in Overland Park.

I am writing to request your governing body register their League voting delegates. K.S.A. Supp. 12-1601f provides that "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

Article 2, Section 2 of the League Bylaws states "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Article 4, Section 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

Population	Votes	Delegate Forms	Alternate Forms
1 – 2,500	1	1	1
2,501 – 7,500	2	2	2
7,501 – 17,500	3	3	3
17,501 – 37,500	4	4	4
37,501 – 77,500	5	5	5
77,501 – 117,500	6	6	6
117,501 – 157,500	7	7	7
157,501 – 197,500	8	8	8
197,501 – 237,500	9	9	9
237,501 – 277,500	10	10	10
277,501 – 355,500	11	11	11
355,501 – 395,500	12	12	12

FILED
AUG 28 2019
UNIFIED GOVERNMENT CLERK

- page 2

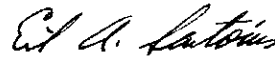
Each member city must file new registration forms with the League of Kansas Municipalities every year.

On the attached forms please print the information required for each delegate and circle whether the person is a voting delegate or alternate delegate and which delegate number they represent. The League must have a form on file for each voting delegate and each alternate delegate for their vote to count during the business meeting. The City may register any number of delegates up to the maximum number allowed per the Bylaws. You may send the forms via email to kwillis@lkm.org; or FAX to 785-354-4186. **Please send forms by Friday, September 27th to the attention of Kaitlyn Willis.** Forms received after this date may not be processed.

Please remember, the voting delegate forms are not conference registrations. You must also register for conference on our website at www.lkm.org.

As always, I thank you for your support and look forward to seeing you in Overland Park in October!

Sincerely,



Erik A. Sartorius
Executive Director

Enclosures



Staff Request for Commission Action

Tracking No. 19969

Full Commission Meeting Date: 9/26/19

Committee: Full Commission

Date of Standing Committee Action: NA
(If none, please explain):

Publication Required: Yes 9/27/2019

<u>Date:</u> 9/19/2019	<u>Contact Name:</u> James Bain	<u>Contact Phone:</u> x5077	<u>Contact Email:</u> jbain@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Project Name: Leavenworth Road from 78th Street to 63rd Street The Commission adopted Resolution No. R-59-19, declaring the project to be necessary, valid public improvement project and authorizing a survey to identify and describe the property to be acquired. This project is to include construction of new through lanes and turning lanes, curbs, gutters, sidewalks, storm sewers, street lighting, and traffic signals (KDOT Project No. 105 N-0640-01), submitted by E. James Bain, Assistant Counsel. The Ordinance directs the Chief Counsel to commence legal proceedings to acquire the property described in the survey and necessary for project.				
<u>Action Requested:</u> To approve the ordinance.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Leavenworth Road (63rd to 78th Street) Ordinance 9.18.19				

First Published: _____

ORDINANCE NO. _____

AN ORDINANCE condemning land for the **Leavenworth Road – 78th to 63rd Street – (CMIP 1224) Improvement Project (KDOT Project No. 105 N-0677-01)**, and acquiring easements for such purposes, and directing the Chief Counsel to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance.

BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Tract 1 - Fee Simple Owner:

Larry Bryan and Wanda Bryan, husband and wife

Property Address:

7815 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

7815 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 3, MALOTT HEIGHTS, a subdivision of land in Kansas City, Wyandotte County, Kansas, described as follows; The North 9.00 feet of the East 59.50 feet of said Lot 3, containing 536 square feet or 0.01 acres, more or less.

Tract 11 - Fee Simple Owner:

Bethphage Housing Corp. VII

Property Address:

7701 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

4980 S. 111th St., Omaha, NE. 68137

Interests to be Acquired:

Temporary Construction Easements:

A tract of land in Lot 9, RESURVEY OF LOT A MALOTT HEIGHTS, a subdivision of land in Kansas City, Wyandotte County, Kansas, described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Lot 9; Thence S01°55'01"E, along the West right-of-way line of North 77th Street, as now established, a distance of 16.52 feet to the Point of Beginning; Thence S01°55'01"E, continuing along said West right-of-way line, a distance of 7.13 feet; Thence N46°27'11"W, a distance of 33.25 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N88°12'46"E, along said South right-of-way

line, a distance of 7.03 feet: Thence S46°27'11"E, a distance of 23.22 feet to the Point of Beginning, Containing 141 square feet or 0.003 acres, more or less.

AND

A tract of land in Lot 9, RESURVEY OF LOT A MALOTT HEIGHTS, a subdivision of land in Kansas City, Wyandotte County, Kansas, described as follows; The North 5.00 feet of the West 89.60 feet of said Lot 9. Containing 448 square feet or 0.01 acres, more or less.

Fee Simple Interest in:

A tract of land in Lot 9, RESURVEY OF LOT A MALOTT HEIGHTS, a subdivision of land in Kansas City, Wyandotte County, Kansas, described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Beginning at the Northeast corner of said Lot 9; Thence S01°55'01"E, along the West right-of-way line of North 77th Street, as now established, a distance of 16.52 feet; Thence N46°27'11"W, a distance of 23.22 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N88°12'46"E, along said South right-of-way line, a distance of 16.29 feet to the Point of Beginning, Containing 135 square feet or 0.003 acres, more or less.

Tract 18 - Fee Simple Owner:

GMC Ltd LLC, a Kansas limited liability company

Property Address:

7634 & 7636 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

21513 W. 58th St., Shawnee, KS. 66218

Interests to be Acquired:

Fee Simple Interest in:

A tract of land in the Southeast Quarter of Section 29, Township 10 South, Range 24 East in Kansas City, Wyandotte County, Kansas, described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southwest corner of said Southeast Quarter of Section 29; Thence N88°12'46"E, along the South line of said Southeast Quarter, a distance of 1513.87 feet; Thence N01°32'49"W, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence N01°32'49"W, along the West line of a tract of land described in instrument number 2017R-06198, a distance of 3.00 feet; Thence N88°12'46"E, a distance of 38.00 feet; Thence S88°46'25"E, a distance of 57.07 feet to said South right-of-way line of Leavenworth Road; Thence S88°12'46"W, along said South right-of-way line, a distance of 95.00 feet to the Point of Beginning, Containing 200 square feet or 0.005 acres, more or less.

Temporary Construction Easement:

A tract of land in the Southeast Quarter of Section 29, Township 10 South, Range 24 East in Kansas City, Wyandotte County, Kansas, described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southwest corner of said Southeast Quarter of Section 29; Thence N88°12'46"E, along the South line of said Southeast Quarter, a distance of 1513.87 feet; Thence N01°32'49"W, a distance of 33.00 feet to the Point of Beginning on the West line of a tract of land described in instrument number 2017R-06198; Thence N01°32'49"W, along said West line, a distance of 26.00 feet; Thence S88°36'00"E, a distance of 125.90 feet to the East line of said tract of land described in instrument number 2017R-06198; Thence S01°30'57"E, along said East line, a distance of 22.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence S88°12'46"W, along said South right-of-way line, a distance of 30.73 feet; Thence N88°46'25"W, a distance of 57.07 feet; Thence S88°12'46"W, a distance of 38.00 feet to the Point of Beginning, Containing 3007 square feet or 0.07 acres, more or less.

Tract 25 - Fee Simple Owner:

Pakam Petroleum, Inc., a Kansas corporation

Property Address:

7647 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

7647 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in the Northeast Quarter of Section 32, Township 10 South, Range 24 East, Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northeast Quarter; Thence S88°12'46"W, along the North line of said Northeast Quarter, a distance of 1122.01 feet; Thence S01°55'01"E, a distance of 40.00 feet to the Point of Beginning on the West line of a tract described in book 4435 at page 367; Thence S01°55'01"E, along the said West line, a distance of 5.00 feet; Thence S88°12'46"W, a distance of 160.07 feet to the East right-of-way line of North 77th Street, as established by the tract described in book 4721 at page 534; Thence N48°21'00"E, along said East right-of-way line, a distance of 7.80 feet; Thence N88°12'46"E, a distance of 154.07 feet to the Point of Beginning, Containing 785 square feet or 0.02 acres, more or less.

Permanent Utility Easement:

A tract of land in the Northeast Quarter of Section 32, Township 10 South, Range 24 East, Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northeast Quarter; Thence S88°12'46"W, along the North line of said Northeast Quarter, a distance of 1122.01 feet; Thence S01°55'01"E, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S01°55'01"E, along the West line of a tract described in book 4435 at page 367, a distance of 10.00 feet; Thence S88°12'46"W, a distance of 154.07 feet to the East right-of-way line of North 77th Street, as established by the tract described in book 4721 at page 534; Thence N48°21'00"E, along said East right-of-way line, a distance of 15.60 feet to said South right-of-way line of Leavenworth Road; Thence N88°12'46"E, along said South right-of-way line, a distance of 142.08 feet to the Point of Beginning, Containing 1481 square feet or 0.03 acres, more or less.

Tract 32- Fee Simple Owner:

Unified School District No. 500, Wyandotte County, Kansas, a Kansas quasi-municipal corporation, successor in interest to Rural High School District No. 2 of Wyandotte County, Kansas

Property Address:

7340 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

c/o USD #500, 2010 N. 59th Street, Kansas City, KS. 66104

Interests to be Acquired:

Fee Simple Interest in:

A tract of land in the Southwest Quarter of Section 28, Township 10 South, Range 24 East in Kansas City, Wyandotte County, Kansas, described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southwest corner of said Southwest Quarter of Section 28; Thence N01°58'46"W, along the West line of said Southwest Quarter, a distance of 31.38 feet; Thence N87°01'49"E, a distance of 25.00 feet to the North right-of-way line of Leavenworth Road, as now established; Thence N87°01'49"E, along said North right-of-way line, a distance of 737.82 feet to the Point of Beginning; Thence N02°58'11"W, a distance of 6.00 feet; Thence N87°01'49"E, a distance of 457.16 feet; Thence S61°59'34"E, a distance of 11.66 feet to said North right-of-way line of Leavenworth Road; Thence S87°01'49"W, along said North right-of-way line, a distance of 467.15 feet to the Point of Beginning, Containing 2774 square feet or 0.06 acres, more or less.

Permanent Wall Easement:

A tract of land in the Southwest Quarter of Section 28, Township 10 South, Range 24 East in Kansas City, Wyandotte County, Kansas, described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southwest corner of said Southwest Quarter of Section 28; Thence N01°58'46"W, along the West line of said Southwest Quarter, a distance of 31.38 feet; Thence N87°01'49"E, a distance of 25.00 feet to the Point of Beginning on the East right-of-way line of North 75th Street, as now established; Thence N01°58'46"W, along said East right-of-way line, a distance of 5.00 feet; Thence N87°01'49"E, a distance of 472.73 feet; Thence

S02°58'11"E, a distance of 5.00 feet to the North right-of-way line of Leavenworth Road, as now established; Thence S87°01'49"W, along said North right-of-way line, a distance of 472.82 feet to the Point of Beginning, Containing 2364 square feet or 0.05 acres, more or less.

Temporary Construction Easement:

A tract of land in the Southwest Quarter of Section 28, Township 10 South, Range 24 East in Kansas City, Wyandotte County, Kansas, described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southwest corner of said Southwest Quarter of Section 28; Thence N01°58'46"W, along the West line of said Southwest Quarter, a distance of 31.38 feet; Thence N87°01'49"E, a distance of 25.00 feet to the East right-of-way line of North 75th Street, as now established; Thence N01°58'46"W, along said East right-of-way line, a distance of 5.00 feet to the Point of Beginning; Thence N01°58'46"W, continuing along said East right-of-way line, a distance of 5.00 feet; Thence N87°01'49"E, a distance of 737.50 feet; Thence N02°58'11"W, a distance of 16.00 feet; Thence N87°01'49"E, a distance of 80.00 feet; Thence S02°58'11"E, a distance of 10.00 feet; Thence N87°01'49"E, a distance of 185.00 feet; Thence N71°48'54"E, a distance of 72.81 feet; Thence S50°49'27"E, a distance of 13.57 feet; Thence N87°01'49"E, a distance of 115.00 feet; Thence S02°58'11"E, a distance of 21.00 feet; Thence N87°01'49"E, a distance of 221.50 feet; Thence S02°58'11"E, a distance of 5.00 feet to the North right-of-way line of Leavenworth Road, as now established; Thence S87°01'49"W, along said North right-of-way line, a distance of 214.52 feet; Thence N61°59'34"W, a distance of 11.66 feet; Thence S87°01'49"W, a distance of 457.16 feet; Thence S02°58'11"E, a distance of 6.00 feet to said North right-of-way line; Thence S87°01'49"W, along said North right-of-way line, a distance of 265.00 feet; Thence N02°58'11"W, a distance of 5.00 feet; Thence S87°01'49"W, a distance of 472.73 feet to the Point of Beginning, Containing 13476 square feet or 0.31 acres, more or less.

Tract 46 - Fee Simple Owner:

David Kolenda

Property Address:

7030 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

7011 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 4, J.L. SARTINS SUBDIVISION, a subdivision of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows; (Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 2137.53 feet; Thence N01°37'38"W, a distance of 35.60 feet to the Point of Beginning; Thence S88°20'27"W, a distance of 130.66 feet; Thence N80°55'19"W, a distance of 40.04 feet; Thence N01°37'38"W, a distance of 16.54 feet;

Thence S88°20'27"W, a distance of 20.00 feet to the East right-of-way line of North 70th Terrace, as now established; Thence N01°37'38"W, along said East right-of-way line, a distance of 5.00 feet; Thence N88°20'27"E, a distance of 25.00 feet; Thence S01°37'38"E, a distance of 17.40 feet; Thence S80°55'19"E, a distance of 35.43 feet; Thence N88°20'27"E, a distance of 130.19 feet to the East line of a tract of land described in document number 2017R-11403; Thence S01°37'38"E, along said East line, a distance of 5.00 feet to the Point of Beginning, Containing 1038 square feet or 0.02 acres, more or less.

Tract 50 - Fee Simple Owner:

David Lee Kolenda & Jacqueline Kolenda

Property Address:

7016 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

David Kolenda: 7011 Leavenworth Road, Kansas City, KS 661096

Jacqueline Kolenda: 2350 Emert Avenue, Granite City, IL. 62040

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 3, J.L. SARTINS SUBDIVISION, a subdivision of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 1822.60 feet; Thence N01°38'57"W, a distance of 31.09 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S88°20'27"W, along said South right-of-way line, a distance of 175.28 feet to a point on the West of said Lot 3; Thence N01°37'19"W, along said West line, a distance of 10.00 feet; Thence N88°20'27"E, a distance of 114.77 feet; Thence N74°25'03"E, a distance of 62.34 feet to the West line of a tract of land described in document number 2013R-13203; Thence S01°38'57"E, along said West line, a distance of 25.00 feet to the Point of Beginning, Containing 2206 square feet or 0.05 acres, more or less.

Tract 51 - Fee Simple Owner:

Malik Irfan Rafi a/k/a Malik Rafi Irfan and Robina Irfan, husband and wife

Property Address:

7355 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

11016 Rowland Ct., Kansas City, KS. 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot A, MIROS ADDITION TO MALOTT'S 1ST SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Lot A; Thence S86°51'18"W, along the South right-of-way line of Leavenworth Road, as now established, a distance of 149.80 feet to the Point of Beginning on the West line of a tract described in book 4837 at page 511; Thence S01°50'24"E, along said West line, a distance of 5.00 feet; Thence S86°51'18"W, a distance of 91.76 feet to the West line of a tract of land described in book 5303 at page 787; Thence N01°50'24"W, along said West line, a distance of 5.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N86°51'18"E, along said South right-of-way line, a distance of 91.76 feet to the Point of Beginning, Containing 459 square feet or 0.01 acres, more or less.

Tract 53- Fee Simple Owner:

Malik Rafi Irfan and Robina Irfan, husband and wife

Property Address:

7347 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

11016 Rowland Ct., Kansas City, KS. 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot A, MIROS ADDITION TO MALOTT'S 1ST SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Beginning at the Northeast corner of said Lot A; Thence S01°34'02"E, along the East line of said Lot A, a distance of 10.00 feet; Thence S86°51'18"W, a distance of 149.75 feet to the West line of a tract of land described in book 4837 at page 511; Thence N01°50'24"W, along said West line, a distance of 10.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N86°51'18"E, along said South right-of-way line, a distance of 149.80 feet to the Point of Beginning, Containing 1498 square feet or 0.03 acres, more or less.

Tract 55 - Fee Simple Owner:

Milberger Business Park, LLC

Property Address:

7345 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

2804 S. 44th Street, Kansas City, KS 66106

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 35, MALOTT'S 1ST SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southwest corner of said Lot 35; Thence N01°34'02"W, along the West line of said Lot 35, a distance of 182.38 feet to the Point of Beginning; Thence N01°34'02"W, continuing along said West line and along the South right-of-way line of Leavenworth Road, as now established, a distance of 5.00 feet; Thence N87°01'49"E, a distance of 124.83 feet to the West right-of-way line of North 73rd Place, as now established; Thence S01°33'32"E, along said West right-of-way line, a distance of 5.00 feet; Thence S87°01'49"W, a distance of 124.83 feet to the Point of Beginning, Containing 624 square feet or 0.01 acres, more or less.

Permanent Utility Easement:

A tract of land in Lot 35, MALOTT'S 1ST SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southwest corner of said Lot 35; Thence N01°34'02"W, along the West line of said Lot 35 and along the South right-of-way line of Leavenworth Road, as now established, a distance of 187.38 feet to the Point of Beginning; Thence N01°34'02"W, along said South right-of-way line, a distance of 10.00 feet; Thence N87°01'49"E, continuing along said South right-of-way line, a distance of 107.83 feet to the West line of a tract of land described in book 845 at page 209; Thence S01°33'32"E, along said West line, a distance of 10.00 feet; Thence S87°01'49"W, a distance of 107.83 feet to the Point of Beginning, Containing 1078 square feet or 0.02 acres, more or less.

Tract 56 - Fee Simple Owner:

Heirs at Law of Florence E. Mellon, deceased

Property Address:

6924 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

Donita Mellon, 6924 Leavenworth Road, Kansas City, KS 66104

James Mellon, 10616 W. 89th St., Overland Park, KS 66214

Dale Mellon, 2305 SW 10th Street, Blue Springs, MO 64015

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 1532.12 feet; Thence N01°44'14"W, a distance of 31.07 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S88°34'35"W, along said South right-of-way line, a distance of 115.12 feet to a point on the East line of a tract of land described in document number 2014R-16455; Thence N01°44'14"W, along said East line, a distance of 10.00 feet; Thence N46°34'37"E, a distance of 59.33 feet; Thence S65°00'50"E, a distance of 22.36 feet; Thence

S01°34'20"E, a distance of 19.75 feet; Thence N88°34'35"E, a distance of 50.89 feet to a point on the West line of a tract of land described in book 5674 at page 873; Thence S01°44'14"E, along said West line, a distance of 20.00 feet to the Point of Beginning, Containing 3232 square feet or 0.07 acres, more or less.

Tract 58- Fee Simple Owner:

Antonio O. Gandarilla and Laura Gandarilla

Mailing Address:

617 S. Ferree, Kansas City, KS 66105

David Jauregui (Contract for Deed purchaser)

Mailing Address:

6914 Leavenworth Road, Kansas City, KS 66104

Property Address:

6914 Leavenworth Road, Kansas City, KS 66104

Interests to be Acquired:

Permanent Drainage Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 1419.34 feet; Thence N01°44'14"W, a distance of 30.78 feet to the North right-of-way line of Leavenworth Road, as now established; Thence S88°34'35"W, along said North right-of-way line, a distance of 78.58 feet to the Point of Beginning; Thence S88°34'35"W, continuing along said North right-of-way line, a distance of 34.20 feet to the West line of a tract of land described in book 5674 at page 873; Thence N01°44'14"W, along said West line, a distance of 42.00 feet; Thence N88°34'35"E, a distance of 34.20 feet; Thence S01°44'14"E, a distance of 42.00 feet to the Point of Beginning, Containing 1436 square feet or 0.03 acres, more or less.

Temporary Construction Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 1419.34 feet; Thence N01°44'14"W, a distance of 30.78 feet to the Point of Beginning on the North right-of-way line of Leavenworth Road, as now established; Thence S88°34'35"W, along said North right-of-way line, a distance of 78.58 feet; Thence N01°44'14"W, a distance of 20.16 feet; Thence S68°29'49"E, a distance of 42.89 feet; Thence N88°34'35"E, a distance of 39.29 feet to the East line of a tract of land described in book 5674 at page 873; Thence S01°44'14"E, along said East line, a distance of 3.50 feet to the Point of Beginning, Containing 602 square feet or 0.01 acres, more or less.

Tract 60- Fee Simple Owner:

Antonio O. Gandarilla and Laura Gandarilla

Mailing Address:

617 S. Ferree, Kansas City, KS 66105

Gabriela Judith Cano (Contract for Deed purchaser)

Mailing Address:

6908 Leavenworth Road, Kansas City, KS 66109

Property Address:

6908 Leavenworth Road, Kansas City, KS 66104

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 1361.58 feet; Thence N01°44'14"W, a distance of 30.64 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S88°34'35"W, along said South right-of-way line, a distance of 57.76 feet to a point on the West line of a tract of land described in book 5667 at page 314; Thence N01°44'14"W, along said West line, a distance of 10.00 feet; Thence N88°34'35"E, a distance of 57.76 feet to the East line of said tract of land described in book 5667 at page 314; Thence S01°44'14"E, along said East line, a distance of 10.00 feet to the Point of Beginning, Containing 578 square feet or 0.01 acres, more or less.

Tract 63- Fee Simple Owner:

Laura L. Landis

Property Address:

7311 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

P.O. Box 4255, Kansas City, KS 66104

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in Lot 1, WASHINGTON VIEW, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows: The North 1.00 feet of said Lot 1, containing 83 square feet or 0.002 acres, more or less.

Temporary Construction Easement

A tract of land in Lot 1, WASHINGTON VIEW, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows: The West 35.60 feet of the South 9.00 feet of the North 10.00 feet of said Lot 1, containing 319 square feet or 0.01 acres more or less.

Tract 64- Fee Simple Owner:

Sherman L. Wiehe and Mary Ann Wiehe, husband and wife

Property Address:

6838 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6666 Parkview Avenue, Kansas City, KS 66104

Interests to be Acquired:

Permanent Drainage Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 985.42 feet; Thence N01°44'23"W, a distance of 30.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence S88°31'05"W, along said South right-of-way line, a distance of 102.62 feet to the Point of Beginning; Thence S88°31'05"W, continuing along said South right-of-way line, a distance of 25.00 feet; Thence 01°30'01"W, a distance of 15.00 feet; Thence N88°31'05"E, a distance of 25.00 feet; Thence S01°30'01"E, a distance of 15.00 feet to the Point of Beginning, Containing 375 square feet or 0.01 acres, more or less.

Temporary Construction Easement 1:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 985.42 feet; Thence N01°44'23"W, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S88°31'05"W, along said South right-of-way line, a distance of 102.62 feet; Thence N01°30'01"W, a distance of 10.00 feet; Thence N88°31'05"E, a distance of 102.58 feet to the East line of a tract of land described in book 3476 at page 27; Thence S01°44'23"E, a distance of 10.00 feet to the Point of Beginning, Containing 1026 square feet or 0.02 acres, more or less.

Temporary Construction Easement 2:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 985.42 feet; Thence N01°44'23"W, a distance

of 30.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence S88°31'05"W, along said South right-of-way line, a distance of 127.62 feet to the Point of Beginning; Thence S88°31'05"W, continuing along said South right-of-way line, a distance of 190.88 feet to the West line of a tract of land described in book 3476 at page 27; Thence N01°44'14"W, along said West line, a distance of 10.00 feet; Thence N88°31'05"E, a distance of 190.92 feet; Thence S01°30'01"E, a distance of 10.00 feet to the Point of Beginning, Containing 1909 square feet or 0.04 acres, more or less.

Tract 65- Fee Simple Owner:

BFP Investments, LLC

Property Address:

3042 N. 73rd St., Kansas City, KS 66109

Mailing Address:

RR 4601 W. Hwy 50, Emporia, KS 66801

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in Lot 2, WASHINGTON VIEW, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows; The North 1.00 feet of said Lot 2, containing 79 square feet or 0.002 acres, more or less.

Tract 67- Fee Simple Owner:

Mark Kent and Jessica Kent, husband and wife

Property Address:

7253 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

7253 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement

A tract of land in Lot 3, WASHINGTON VIEW, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows: The North 2.00 feet of said Lot 3, containing 166 square feet or 0.004 acres, more or less.

Tract 71- Fee Simple Owner:

James M. North and Dawn M. North, husband and wife

Property Address:

7243 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

16450 S. Ridgeview Road, Olathe, KS 66062

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in the Northwest Quarter of Section 33, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing N86°54'09"E, along the North line of said Northwest Quarter, a distance of 1470.45 feet; Thence S01°46'26" E, a distance of 32.61 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence N86°59'07"E, along said South right-of-way line, a distance of 69.90 feet; Thence S87°52'19"E, continuing along said South right-of-way line, a distance of 20.15 feet to the East line of a tract of land described in document number 2015R-18219; Thence S01°46'26"E, along said East line, a distance of 10.02 feet; thence N87°52'19" W, a distance of 20.38 feet; Thence S86°59'07"W, a distance of 69.67 feet to the West line of said tract of land described in document number 2015R-18219; Thence N01°46'26"W, along said West line a distance of 10.00 feet to the Point of Beginning, Containing 900 square feet or 0.02 acres, more or less.

Tract 72- Fee Simple Owner:

Cheri L. Gabel

Property Address:

6736 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

6736 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 385.87 feet; Thence N01°33'03"W, a distance of 30.00 feet to the Point of Beginning on the North right-of-way line of Leavenworth Road, as now established; Thence S88°25'48"W, along said North right-of-way line, a distance of 94.33 feet; Thence N43°11'34"W, a distance of 13.34 feet; Thence N88°25'48"E, a distance of 90.96 feet; Thence N44°02'52"E, a distance of 17.16 feet to the West right-of-way line of North 67th Terrace, as now established, Thence S01°33'03"E, along said West right-of-way line, a distance of 22.00 feet to the Point of Beginning, Containing 1,061 square feet or 0.02 acres, more or less.

Permanent Utility Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 385.87 feet; Thence N01°33'03"W, a distance of 30.00 feet to the North right-of-way line of Leavenworth Road, as now established; Thence S88°25'48"W, along said North right-of-way line, a distance of 94.33 feet to the Point of

Beginning; Thence S88°25'48"W, continuing along said North right-of-way line, a distance of 40.00 feet to a point on the West line of a tract of land described in document number 2014R-07076; thence N01°33'03"W, along said West line, a distance of 45.00 feet; thence S43°11'34" E, a distance of 60.20 feet to the Point of Beginning, Containing 900 square feet or 0.02 acres, more or less.

Tract 73- Fee Simple Owner:

Mario J. Rodriguez and Shambrecia L. Rodriguez, husband and wife

Property Address:

7235 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

7235 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in the Northwest Quarter of Section 33, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97).

Commencing at the Northwest corner of said Northwest Quarter; Thence N86°54'09"E, along the North line of said Northwest Quarter, a distance of 1560.46 feet; Thence S01°46'26"E, a distance of 34.55 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S87°52'19" E, along said South right-of-way line, a distance of 46.80 feet; Thence N86°59'09"E, a distance of 46.16 feet to the East line of a tract of land described in book 5008 at page 123; Thence S01°50'24" E, along said East line, a distance of 10.00 feet; Thence S86°59'09" W, a distance of 46.41 feet; Thence N87°52'19" W, a distance of 46.57 feet to the West line of said tract of land described in book 5008 at page 123; Thence N01°46'26" W, along said West line, a distance of 10.02 feet to the Point of Beginning, Containing 930 square feet or 0.02 acres, more or less.

Tract 74- Fee Simple Owner:

Randy Stroble and Jomita Stroble, husband and wife

Property Address:

3107 N. 67th Terr., Kansas City, KS 66109

Mailing Address:

3107 N. 67th Terr., Kansas City, KS 66109

Interests to be Acquired:

Permanent Wall Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 265.00 feet; Thence N01°33'03"W, a distance

of 30.00 feet to the Point of Beginning on the North right-of-way line of Leavenworth Road, as now established; Thence S88°25'48"W, along said North right-of-way line, a distance of 61.88 feet to a point on the East right-of-way line of North 67th Terrace, as now established; Thence N01°33'03"W, along said East right-of-way line, a distance of 10.00 feet; Thence N88°25'48"E, a distance of 61.88 feet to a point on the East line of a tract of land described in book 3155 at page 32; Thence S01°33'03"E, along said East line, a distance of 10.00 feet to the Point of Beginning, Containing 619 square feet or 0.01 acres, more or less.

Temporary Construction Easement:

A tract of land in the Southeast Quarter of Section 28, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Southeast corner of said Southeast Quarter; Thence S88°25'48"W, along the South line of said Southeast Quarter, a distance of 265.00 feet; Thence N01°33'03"W, a distance of 40.00 feet to the Point of Beginning; Thence S88°25'48"W, a distance of 61.88 feet to the East right-of-way line of North 67th Terrace; Thence N01°33'03"W, along said East right-of-way line, a distance of 5.00 feet; Thence N88°25'48"E, a distance of 61.88 feet to a point on the East line of a tract of land described in book 3155 at page 32; Thence S01°33'03"E, along said East line, a distance of 5.00 feet to the Point of Beginning, Containing 309 square feet or 0.01 acres, more or less.

Tract 77- Fee Simple Owner:

Federal Home Loan Mortgage Corporation

Property Address:

7221 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

5000 Plano Pkway, Carrollton, TX 75010

Interests to be Acquired:

A tract of land in the Northwest Quarter of Section 33, Township 10 South, Range 24 East in Kansas City, Wyandotte County, Kansas described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northwest Quarter; thence N86°54'09" E, along the North line of said Northwest Quarter, a distance of 1743.29 feet; Thence S01°50'24" E, a distance of 39.01 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence N86°59'09" E, along said South right-of-way line, a distance of 99.47 feet; thence S60°12'26" E, continuing along said South right-of-way line, a distance of 18.46 feet; Thence S 86°59'09" W, a distance of 115.18 feet to the West line of said tract of land described as document number 2007R-12634; Thence N01°50'24" W, along said West line, a distance of 10.00 feet to the Point of Beginning, Containing 1073 square feet or 0.02 acres, more or less.

Tract 87- Fee Simple Owner:

Alleluia Rehabs By Greg and Sharon, LLC

Property Address:

7047 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

15001 S. Mur Len Road, Olathe, KS 66062

Interests to be Acquired:

Permanent Utility Easement

A tract of land in Lot 1, MIROS HEIGHTS, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows: The North 10.00 feet of said Lot 1, containing 1020 square feet or 0.02 acres, more or less.

Tract 95- Fee Simple Owner:

David Lee Kolenda

Property Address:

7011 Leavenworth Road., Kansas City, KS 66109

Mailing Address:

7011 Leavenworth Road., Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in Lot 30, MIROS HEIGHTS, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows; The North 9.00 feet of said Lot 30, containing 900 square feet or 0.02 acres, more or less.

Tract 98- Fee Simple Owner:

Fernando Morales

Property Address:

6612 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

6520 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 27, SUNSET HILLS ADDITION NO. ONE, a subdivision of land, in Kansas City, Wyandotte County, Kansas described as follows; The South 5.00 feet of the East 79.5 feet of said Lot 27, containing 398 square feet, more or less.

Tract 100- Fee Simple Owner:

Taylor White

Property Address:

6600 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

6600 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 26, SUNSET HILLS ADDITION NO. ONE, a subdivision of land, in Kansas City, Wyandotte County, Kansas described as follows; The South 5.00 feet of said Lot 26, containing 500 square feet, more or less.

Tract 105- Fee Simple Owner:

Pied Piper Termite and Pest Control Co., Inc.

Property Address:

6841 Leavenworth Road, Kansas City, KS 66109

Mailing Address:

2310 N. 81st Street, Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in Lot 5, MALOTT'S SECOND SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows; The North 9.00 feet of said Lot 5, containing 987 square feet or 0.02 acres, more or less.

Permanent Drainage Easement:

A tract of land in Lot 5, MALOTT'S SECOND SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Lot 5; Thence S01°38'53"E, along the East line of said Lot 5, a distance of 9.00 feet to the Point of Beginning;

Thence S01°38'53"E, continuing along said East line, a distance of 73.04 feet; Thence S06°49'47"W, a distance of 137.94 feet; Thence S89°37'13"W, a distance of 89.62 feet to the East right-of-way line of North 69th Street, as now established; Thence N01°34'29"W, along said East right-of-way line, a distance of 10.00 feet; Thence N89°37'13"E, a distance of 81.02 feet; Thence N06°49'47"E, a distance of 128.38 feet; Thence N01°38'53"W, a distance of 72.31 feet; Thence N88°25'48"E, a distance of 10.00 feet to the Point of Beginning, Containing 2910 square feet or 0.07 acres, more or less.

Temporary Construction Easement:

A tract of land in Lot 5, MALOTT'S SECOND SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Lot 5; Thence S01°38'53"E, along the East line of said Lot 5, a distance of 82.04 feet; Thence S06°49'47"W, a distance of 137.94 feet; Thence

S89°37'13"W, a distance of 89.62 feet to the East right-of-way line of North 69th Street, as now established; Thence N01°34'29"W, along said East right-of-way line, a distance of 10.00 feet to the Point of Beginning; Thence N01°34'29"W, continuing along said East right-of-way line, a distance of 20.00 feet; Thence N89°37'13"E, a distance of 78.92 feet; Thence N06°49'47"E, a distance of 108.49 feet; Thence N01°38'53"W, a distance of 60.95 feet; Thence S88°25'48"W, a distance of 94.68 feet to said East right-of-way line of North 69th Street; Thence N01°34'29"W, along said East right-of-way line, a distance of 11.00 feet; Thence N88°25'48"E, a distance of 99.67 feet; Thence S01°38'53"E, a distance of 72.31 feet; Thence S06°49'47"W, a distance of 128.38 feet; Thence S89°37'13"W, a distance of 81.02 feet to the Point of Beginning, Containing 3593 square feet or 0.08 acres, more or less.

Tract 108- Fee Simple Owner:

Nieves Delgado a/k/a Nieves Delgado-Duran and Flor Delgado a/k/a Flor Isela Delgado, husband wife

Property Address:

6502 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6502 Leavenworth Road, Kansas City, KS 66104

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 22, SUNSET HILLS ADDITION NO. ONE, a subdivision of land, in Kansas City, Wyandotte County, Kansas described as follows; The South 10.00 feet of the West 30.00 feet of the East 43.00 feet of said Lot 22, containing 300 square feet, more or less.

Tract 121- Fee Simple Owner:

Robin Bonner

Property Address:

6721 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

7609 Lathrop Avenue, Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in the Northeast Quarter of Section 33, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northeast Quarter; Thence S88°25'48"W, along the North line of said Northeast Quarter, a distance of 247.50 feet; Thence S01°42'36"E, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S01°42'36"E, a distance of 10.00 feet; Thence S88°25'48"W, a distance of 99.00 feet; Thence N01°42'36"W, a distance of 10.00 feet to said South right-of-way

line of Leavenworth Road; Thence N88°25'48"E, along said South right-of-way line, a distance of 99.00 feet to the Point of Beginning, Containing 990 square feet, more or less.

Tract 124- Fee Simple Owner:

Rogelio Garcia & Monica C. Garcia

Property Address:

6344 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6344 Leavenworth Road, Kansas City, KS 66104

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 14, SUNSET HILLS ADDITION NO. ONE, a subdivision of land, in Kansas City, Wyandotte County, Kansas, described as follows; The South 15.00 feet of the East 32.50 feet of the West 51.50 feet of said Lot 14, Containing 488 square feet, more or less.

Tract 126- Fee Simple Owner:

John R. Hodges

Property Address:

6338 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6206 Masters Way, Alpharetta, GA 30005

Interests to be Acquired:

Temporary Construction Easement:

A tract of land in Lot 13, SUNSET HILLS ADDITION NO. ONE, a subdivision of land, in Kansas City, Wyandotte County, Kansas described as follows; The South 20.00 feet of the East 34.00 feet of the West 47.00 feet of said Lot 13, containing 680 square feet, more or less.

Tract 139- Fee Simple Owner:

Francisco J. Trevizo

Property Address:

6667 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

4128 N. 111th, Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northwest Quarter; Thence N87°47'50"E, along the North line of said Northwest Quarter, a distance of 20.00 feet; Thence S01°42'36"E, along the Northerly extension of the East right-of-way line of North 67th Street, as now established, a distance of 30.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N87°47'50"E, along said South right-of-way line, a distance of 27.02 feet to the Point of Beginning; Thence N87°47'50"E, continuing along said South right-of-way line, a distance of 130.89 feet to the Northeast corner of a tract of land described in document number 2017R-18148; Thence S01°42'50"E, along the East line of said tract of land, a distance of 10.00 feet; Thence S87°47'50"W, a distance of 137.63 feet; Thence N32°07'24"E, a distance of 12.11 feet to the Point of Beginning, Containing 1343 square feet, more or less.

Permanent Wall Easement:

A tract of land in the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northwest Quarter; Thence N87°47'50"E, along the North line of said Northwest Quarter, a distance of 20.00 feet; Thence S01°42'36"E, along the Northerly extension of the East right-of-way line of North 67th Street, as now established, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence N87°47'50"E, along said South right-of-way line, a distance of 27.02 feet; Thence S32°07'24"W, a distance of 30.27 feet; Thence S87°47'50"W, a distance of 10.16 feet to said East right-of-way line of North 67th Street; Thence N01°42'36"W, along said East right-of-way line, a distance of 25.00 feet to the Point of Beginning, Containing 465 square feet, more or less.

Temporary Construction Easement 1:

A tract of land in the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northwest Quarter; Thence N87°47'50"E, along the North line of said Northwest Quarter, a distance of 20.00 feet; Thence S01°42'36"E, along the Northerly extension and along the East right-of-way line of North 67th Street, as now established, a distance of 55.00 feet to the Point of Beginning; Thence N87°47'50"E, a distance of 10.16 feet; Thence N32°07'24"E, a distance of 18.16 feet; Thence N87°47'50"E, a distance of 6.05 feet; Thence S32°07'24"W, a distance of 24.22 feet; Thence S87°47'50"W, a distance of 12.84 feet to said East right-of-way line of North 67th Street; Thence N01°42'36"W, along said East right-of-way line, a distance of 5.00 feet to the Point of Beginning, Containing 163 square feet, more or less.

Temporary Construction Easement 2:

A tract of land in the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northwest Quarter; Thence N87°47'50"E, along the North line of said Northwest Quarter, a distance of 20.00 feet; Thence S01°42'36"E, along the Northerly extension of the East right-of-way line of North 67th Street, as now established, a distance of 30.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N87°47'50"E, along said South right-of-way line, a distance of 157.91 feet to the Northeast corner of a tract of land described in document number 2017R-18148; Thence S01°42'50"E, along the East line of said tract of land, a distance of 10.00 feet; Thence S87°47'50"W, a distance of 75.83 feet to the Point of Beginning; Thence S02°02'29"E, a distance of 5.00 feet; Thence S87°47'50"W, a distance of 15.00 feet; Thence N02°02'29"W, a distance of 5.00 feet; Thence N87°47'50"E, a distance of 15.00 feet to the Point of Beginning, Containing 75 square feet, more or less.

Tract 143- Fee Simple Owner:

Sarah Valentine

Property Address:

6643 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6643 Leavenworth Road, Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northwest Quarter; Thence N87°47'50"E, along the North line of said Northwest Quarter, a distance of 303.02 feet; Thence S01°42'36"E, along the Northerly extension of the West line of a tract of land described in document number 2012R-12429, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence N87°47'50"E, along said South right-of-way line, a distance of 198.08 feet to the Northwest corner of Lot 1, TRULL SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas; Thence S01°42'36"E, along the West line of said Lot 1, a distance of 11.00 feet; Thence S87°47'50"W, a distance of 198.08 feet to the West line of said tract of land described in document number 2012R-12429; Thence N01°42'36"W, along said West line, a distance of 11.00 feet to the Point of Beginning, Containing 2179 square feet, more or less.

Temporary Construction Easement:

A tract of land in the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;
(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northwest Quarter; Thence N87°47'50"E, along the North line of said Northwest Quarter, a distance of 303.02 feet; Thence S01°42'36"E, along the Northerly extension of the West line of a tract of land described

in document number 2012R-12429, a distance of 30.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N87°47'50"E, along said South right-of-way line, a distance of 198.08 feet to the Northwest corner of Lot 1, TRULL SUBDIVISION, a subdivision of land in Kansas City, Wyandotte County, Kansas; Thence S01°42'36"E, along the West line of said Lot 1, a distance of 11.00 feet to the Point of Beginning; Thence S01°42'36"E, continuing along said West line, a distance of 24.00 feet; Thence N51°15'01"W, a distance of 36.62 feet; Thence N87°47'50"E, a distance of 27.86 feet to the Point of Beginning, Containing 334 square feet or 0.14 acres, more or less.

Tract 145- Fee Simple Owner:

Cha Vang and Mee Lee, husband and wife

Property Address:

6615 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

8335 Cleveland Cove, Kansas City, KS 66109

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in Lot 1, TRULL SUBDIVISION, a subdivision of land, in Kansas City, Wyandotte County, Kansas described as follows; The North 11.00 feet of said Lot 1, containing 2980 square feet or 0.07 acres, more or less.

Temporary Construction Easement:

A tract of land in Lot 1, TRULL SUBDIVISION, a subdivision of land, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Lot 1; Thence S01°45'32"E, along the East line of said Lot 1, a distance of 11.00 feet; Thence S87°47'50"W, a distance of 30.00 feet to the Point of Beginning; Thence S01°45'32"E, a distance of 14.00 feet; Thence S87°47'50"W, a distance of 59.89 feet; Thence S71°02'54"W, a distance of 86.75 feet; Thence S87°57'31"W, a distance of 25.00 feet; Thence N80°39'24"W, a distance of 74.59 feet to the West line of said Lot 1; Thence N01°42'36"W, along said West line of Lot 1, a distance of 24.00 feet; Thence N87°47'50"E, a distance of 240.94 feet to the Point of Beginning, Containing 6312 square feet or 0.14 acres, more or less.

Tract 157- Fee Simple Owner:

Richard M. Gomez and Tuesdae L. Gonzalez

Property Address:

6429 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6429 Leavenworth Road, Kansas City, KS 66104

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in Lot 1, SUNSET MANOR, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows; The North 3.00 feet of said Lot 1, containing 456 square feet or 0.01 acres, more or less.

Temporary Construction Easement:

A tract of land in Lot 1, SUNSET MANOR, a subdivision of land in Kansas City, Wyandotte County, Kansas described as follows; The South 7.00 feet of the North 10.00 feet and the North 25.00 feet of the East 10.00 feet of said Lot 1, Except the North 3.00 feet thereof, containing 1213 square feet or 0.03 acres, more or less.

Tract 161- Fee Simple Owner:

Joseph M. Gragush

Property Address:

6415 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6415 Leavenworth Road, Kansas City, KS 66104

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in part the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northwest Quarter of Section 34; Thence S87°47'50"W, along the North line of said Northwest Quarter, a distance of 793.06 feet; Thence S01°49'36"E, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S01°49'36"E, along the West line of a tract of land described in document number 2016R-06815, a distance of 14.00 feet; Thence S87°47'50"W, a distance of 210.29 feet to the East line of Lot 7, Sunset Manor, a subdivision of land in Kansas City, Wyandotte County, Kansas; Thence N01°41'07"W, along said East line and it's Northerly extension, a distance of 14.00 feet to said South right-of-way line of Leavenworth Road, Thence N87°47'50"E, along said South right-of-way line, a distance of 210.25 feet to the Point of Beginning, Containing 2944 square feet or 0.07 acres, more or less.

Temporary Construction Easement 1:

A tract of land in part the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northwest Quarter of Section 34; Thence S87°47'50"W, along the North line of said Northwest Quarter, a distance of 793.06 feet; Thence S01°49'36"E, a distance of 44.00 feet; Thence S87°47'50"W, a distance of 42.13 feet to the Point of Beginning; Thence S02°04'32"E, a distance of 11.00 feet; Thence S87°47'50"W, a distance of

25.00 feet; Thence N02°04'32"W, a distance of 11.00 feet; Thence N87°47'50"E, a distance of 25.00 feet to the Point of Beginning, Containing 275 square feet or 0.01 acres, more or less.

Temporary Construction Easement 2:

A tract of land in part the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northwest Quarter of Section 34; Thence S87°47'50"W, along the North line of said Northwest Quarter, a distance of 793.06 feet; Thence S01°49'36"E, a distance of 44.00 feet; Thence S87°47'50"W, a distance of 122.13 feet to the Point of Beginning; Thence S02°04'32"E, a distance of 6.00 feet; Thence S87°47'50"W, a distance of 30.00 feet; Thence N02°04'32"W, a distance of 6.00 feet; Thence N87°47'50"E, a distance of 30.00 feet to the Point of Beginning, Containing 180 square feet or 0.004 acres, more or less.

Tract 169- Fee Simple Owner:

Paul A. Redmond

Property Address:

3042 N. 63rd Street, Kansas City, KS 66104

Mailing Address:

3042 N. 63rd Street, Kansas City, KS 66104

Interests to be Acquired:

Permanent Utility Easement:

A tract of land in part the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northwest Quarter of Section 34; Thence S87°47'50"W, along the North line of said Northwest Quarter, a distance of 220.00 feet; Thence S01°58'15"E, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence N87°47'50"E, along said South right-of-way line, a distance of 179.94 feet to the West right-of-way line of North 63rd Street, as now established; Thence S01°51'57"E, along said West right-of-way line, a distance of 20.00 feet; Thence N60°49'10"W, a distance of 15.36 feet; Thence S87°47'50"W, a distance of 166.76 feet to the West line of a tract of land described in document number 2008R-14384; Thence N01°58'15"W, along said West line, a distance of 12.00 feet to the Point of Beginning, Containing 2212 square feet or 0.05 acres, more or less.

Temporary Construction Easement:

A tract of land in part the Northwest Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northeast corner of said Northwest Quarter of Section 34; Thence S87°47'50"W, along the North line of said Northwest Quarter, a distance of 220.00 feet; Thence S01°58'15"E, a distance of 30.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence N87°47'50"E, along said South right-of-way line, a distance of 179.94 feet to the West right-of-way line of North 63rd Street, as now established; Thence S01°51'57"E, along said West right-of-way line, a distance of 20.00 feet to the Point of Beginning; Thence S01°51'57"E, continuing along said West right-of-way line, a distance of 10.27 feet; Thence S88°08'03"W, a distance of 10.00 feet; Thence N01°51'57"W, a distance of 10.45 feet; Thence N60°49'10"W, a distance of 14.90 feet; Thence N87°47'50"E, a distance of 9.60 feet; Thence S60°49'10"E, a distance of 15.36 feet to the Point of Beginning, Containing 179 square feet or 0.004 acres, more or less.

Tract 183- Fee Simple Owner:

Avery Capital LLC, a limited liability company

Property Address:

6261 Leavenworth Road, Kansas City, KS 66104

Mailing Address:

6261 Leavenworth Road, Kansas City, KS 66104

Interests to be Acquired:

Fee Simple Interest in:

A tract of land in part of Lot 1, CHRISTINE BRUNE ESTATE, a subdivision of land in the Northeast Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northeast Quarter of Section 34; Thence N88°08'50"E, along the North line of said Northeast Quarter, a distance of 189.45 feet to the Northeast corner of a tract of land described in book 2137 at page 401; Thence S01°50'33"E, along the East line of said tract of land, a distance of 30.00 feet to the South right-of-way line of Leavenworth Road, as now established; Thence S88°08'50"W, along said South right-of-way line, a distance of 154.44 feet to the Point of Beginning; Thence S35°00'32"W, a distance of 25.00 feet to a point on said East right-of-way line of North 63rd Street, as now established; Thence N01°51'57"W, along said East right-of-way line, a distance of 20.00 feet to said South right-of-way line of Leavenworth Road; Thence N88°08'50"E, along said South right-of-way line, a distance of 15.00 feet to the Point of Beginning, Containing 150 square feet or 0.003 acres, more or less.

Permanent Utility Easement:

A tract of land in part of Lot 1, CHRISTINE BRUNE ESTATE, a subdivision of land in the Northeast Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northeast Quarter of Section 34; Thence N88°08'50"E, along the North line of said Northeast Quarter, a distance of 189.45 feet to the Northeast corner of a tract of land described in book 2137 at page 401; Thence S01°50'33"E, along the East line of said tract of land, a distance of 30.00 feet to the Point of Beginning on the South right-of-way line of Leavenworth Road, as now established; Thence S01°50'33"E, continuing along said East line, a distance of 10.00 feet; Thence S88°08'50"W, a distance of 161.94 feet; Thence N35°00'32"E, a distance of 12.50 feet to a point on said South right-of-way line of Leavenworth Road; Thence N88°08'50"E, along said South right-of-way line, a distance of 154.44 feet to the Point of Beginning, Containing 1582 square feet or 0.04 acres, more or less.

Temporary Construction Easement:

A tract of land in part of Lot 1, CHRISTINE BRUNE ESTATE, a subdivision of land in the Northeast Quarter of Section 34, Township 10 South, Range 24 East, in Kansas City, Wyandotte County, Kansas described as follows;

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83/97.)

Commencing at the Northwest corner of said Northeast Quarter of Section 34; Thence N88°08'50"E, along the North line of said Northeast Quarter, a distance of 189.45 feet to the Northeast corner of a tract of land described in book 2137 at page 401; Thence S01°50'33"E, along the East line of said tract of land, a distance of 40.00 feet; Thence S88°08'50"W, a distance of 149.44 feet to the Point of Beginning; Thence S35°00'32"W, a distance of 16.66 feet; Thence S01°51'57"E, a distance of 16.19 feet; Thence S88°08'03"W, a distance of 10.00 feet to the East right-of-way line of North 63rd Street, as now established; Thence N01°51'57"W, along said East right-of-way line, a distance of 19.53 feet; Thence N35°00'32"E, a distance of 12.50 feet; Thence N88°08'50"E, a distance of 12.50 feet to the Point of Beginning, Containing 324 square feet or 0.01 acres, more or less.

2. It is hereby found that the costs of this project will be paid by Federal Highway Grants and by Unified Government of Wyandotte County/Kansas City, Kansas General Obligation Debt Funding.
3. The Chief Counsel of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby ordered and directed forthwith to commence proceedings for the acquisition of the above described property and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property.
4. This ordinance shall take effect and be in force after its passage, approval and publication.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF
_____, 2019.**

Honorable David Alvey
Mayor/CEO
Wyandotte County/Kansas City, Kansas

ATTEST:

Unified Government Clerk
Bridgette Cobbins

Approved as to Form:

Kenneth J. Moore, Chief Counsel

19973

CONSENT AGENDA ITEM NO.



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

September 13, 2019

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval COPART

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of COPART on Kansas Ave located west of the Kansas River being developed by COPART of Kansas Inc.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, PS., CPM
County Surveyor

Troy Shaw, P.E.
County Engineer

Attachments

FILED
SEP 17 2019
UNIFIED GOVERNMENT CLERK

199 74



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

CONSENT AGENDA ITEM NO.

September 13, 2019

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval PHILLIPS SW STORAGE LLC

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of PHILLIPS SW STORAGE LLC located at Southwest Boulevard and Marshall street being developed by Phillips SW Storage LLC.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, PS., CPM
County Surveyor

Troy Shaw, P.E.
County Engineer

FILED

SEP 17 2019

UNIFIED GOVERNMENT CLERK

Attachments

19975



CONSENT AGENDA ITEM NO.

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

September 13, 2019

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval PIPER SCHOOL COMPLEX

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of PIPER SCHOOL COMPLEX located at 131st and Leavenworth road being developed by USD #203 Piper School District.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, PS., CPM
County Surveyor

Troy Shaw, P.E.
County Engineer

Attachments

FILED *cg*
SEP 17 2019
UNIFIED GOVERNMENT CLERK

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

**PLANNING & ZONING AND
REGULAR SESSION
AUGUST 29, 2019**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, August 29, 2019, with eight members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District (via conference call); Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; and Alvey, Mayor/CEO, presiding. McKiernan, Commissioner Second District; Walters, Commissioner Seventh District; and Philbrook, Commissioner Eighth District, were absent. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell, Melissa Sieben, and Emerick Cross, Assistant County Administrators; Carol Godsil, Deputy UG Clerk; Kimberly Portillo, Planner; Janet Parker, Administrative Assistant; Misty Brown, Deputy Chief Counsel; Mike Taylor, Public Relations Director; James Bain and Wendy Green, Assistant Counsel; Chris Slaughter, Land Bank Manager; and Captain Ronald Schumaker, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley, Bynum, Alvey.

INVOCATION was given by Reverend Cynthia Smart, Mason Memorial United Methodist Church.

Mayor Alvey asked the Clerk if there are any revisions to tonight's agenda. **Carol Godsil, Deputy UG Clerk,** said I'll note we do have a clerical error on the agenda. Master Plan Amendment #MP-2019-5, regarding property at 3301 Garfield Ave., appears twice on the P&Z Non-Consent Agenda. The item will be heard as Item A1 only and not C1.

Mayor Alvey said tonight, we have two distinct parts to our meeting. The Planning and Zoning portion will be handled first followed by the regular Commission meeting. I'd ask the Clerk to

read the statement, required by state law, governing the Planning and Zoning portion of our meeting, followed by the items on the Planning and Zoning Consent Agenda.

Carol Godsil, Deputy UG Clerk, read the statement, required by law, governing the Planning and Zoning portion of the meeting.

Ms. Godsil asked if any member of the Commission wished to disclose contact with proponents or opponents on any item on the Planning and Zoning Agenda. **Commissioner Townsend** said I wish to disclose I have had contact with an opponent of Item #MP-2019-5 and a related matter B1-#3201. **Commissioner Burroughs** said I have had contact with proponents of #SP-2019-91. **Commissioner Bynum** said I've had contact with proponents on Non-Consent Agenda Item A1-#MP-2019-5 and it's related Item B1-#3201.

PLANNING AND ZONING CONSENT AGENDA

Carol Godsil, UG Clerk, read the items on the Planning and Zoning Consent Agenda.

Mayor Alvey asked does any member of the Commission or anyone in attendance tonight, wish to set-aside any item on the Planning and Zoning Consent Agenda. If an item is not set-aside, all items on the Planning and Zoning Consent Agenda will be voted on by one vote to follow the recommendation of the Planning Commission. There were no set-asides.

Action: **Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve the Planning and Zoning Consent Agenda as submitted.** Roll call was taken on the motion and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

CHANGE OF ZONE APPLICATIONS

ITEM NO. 1 – 19914...CHANGE OF ZONE APPLICATION #3199 - CHARLES MESTAGH

Synopsis: Change of zone from R-1 Single Family District to A-G Agriculture District for an accessory building at 7615 Swartz Road, submitted by Robin Richardson, Director of Planning. The applicant would like to rezone 14.88 acres to allow agricultural uses and accessory structures.

August 29, 2019

The Planning Commission voted 7 to 0 to recommend approval of Change of Zone Application #3199, subject to:

Urban Planning and Land Use Comments:

1. What will be proposed barn be used for?
Applicant Response: The barn is going to be used for equipment storage (tractor).
2. The adjacent parcel is zoned RP-M and is densely populated with mobile homes. How would you ensure separation from this population?
Applicant Response: A new fence will be put in, barbed wire 4 to 6 feet.
3. Are there currently, or have there in the past, been livestock living at this site? If yes, have there been any issues?
Applicant Response: There have been no issues. The property used to have cattle and horses, but they are no longer there.
4. What do you anticipate for future development at the site?
Applicant Response: I would like to leave the use agricultural. I will use the land for raising calves in spring, summer and fall to sell before winter. Not currently doing any farming, but it could be a possibility in the future. Currently trying to get a permit for 1 additional storage building, possibly would add a building for the calves in the future but unsure for now.
5. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners' meeting.
6. Maximum of five cows plus their calves.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Change of Zone Application #3199, subject to the stipulations. Roll call was taken on the motion and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 19915...CHANGE OF ZONE APPLICATION #3200 - MICHAEL D. FOSTER WITH FOSTER AND ASSOCIATES

Synopsis: Change of zone from CP-1 Planned Limited Business District to C-3 Commercial District to allow apartments over commercial space at 3101 Strong Avenue, submitted by Robin Richardson, Director of Planning. The applicant wants to rezone the property from CP-1 Planned Limited Business District to C-3 Commercial District to convert the second floor of a commercial building to a one-unit apartment and keep the ground floor commercial tenant space. Planning Commission voted 7 to 0 to recommend approval of Change of Zone Application #3200, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, rezoning will be to CP-3 Planned Commercial District.
2. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners' meeting.
3. For reference, the applicant wants to convert almost 2,300 square foot second floor for an apartment with a ground floor garage of a 4,800 square foot building and keep the ground floor commercial tenant space prepared for a tenant.
4. Per our DRC meeting, a building permit is required before remodeling can begin.
5. The ground floor depicts a "white box." What are your intentions for future ground floor tenants?

Depending on the proposed tenant, those that require a special parking ratio in Sec. 27-668 (medical office, restaurant, bar, etc.) will require additional parking that cannot be provided on site. Either a parking agreement with an adjacent property owner to use their lot for parking or a parking variance will be required.

Applicant Response: No initial decision on the front 1,400 square feet on the main level. Balance of space is tool and equipment storage for other future use on other owned properties. It is currently now furniture storage, may consider an antique shop, but again, no immediate plans. If parking is needed, I will consider an agreement with Walker Automotive, owner of the parking lot directly south of my building and currently not in use.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Change of Zone Application #3200 to CP-3 Planned Commercial District, subject to the stipulations. Roll call was taken on the motion and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 19909...SPECIAL USE PERMIT APPLICATION #SP-2019-83 - DARYL EVERS

Synopsis: Renewal of a special use permit (#SP-2017-47 - expired 8/27/2019) for a liquor store at 2862 West 47th Avenue, submitted by Robin Richardson, Director of Planning. The applicant is requesting renewal of the special use permit that allowed him to relocate his existing liquor store to another tenant space within the same facility. The business has been in operation since May 2004 and moved to the new location after receiving the special use permit in 2017. The applicant wishes to be granted permission to remain in the current location for an extended period of time.

The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-83, subject to:

Business License Comments:

Applicant has filed and maintained a current occupation tax application since 2014 when they were located at a different tenant space in the strip mall. They were required to obtain a special use permit when the property owner wanted them to relocate to accommodate a new tenant.

Urban Planning and Land Use Comments:

1. Subject to approval, Director of Planning is recommending approval of this application for 15 years.
2. Provide updated site photos.

Applicant Response: Updated site photos are attached.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Special Use Permit Application #SP-2019-83 for 15 years, subject to the stipulations. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 19910...SPECIAL USE PERMIT APPLICATION #SP-2019-86 - ANDREW MORGANS

Synopsis: Renewal of a home occupation special use permit (#SP-2018-63 - expires 8/30/2018) for an Airbnb at 616 Elizabeth Avenue, submitted by Robin Richardson, Director of Planning. The applicant with Marknology LLC, requests renewal of the special use permit that has allowed him to operate an Airbnb at his primary residence, 616 Elizabeth Avenue. Mr. Morgans lives in the house and rents one bedroom through Airbnb. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-86, subject to:

Business License Comments:

Applicant has filed and renewed the occupation tax application with this office.

Urban Planning and Land Use Comments:

1. Have there been any issues over the course of the previous special use permit?
Applicant Response: There have not been any issues to report over the course of the previous special use permit.
2. Staff recommends approval for two years.
3. Provide updated photos.
Applicant provided updated site photos.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Special Use Permit Application #SP-2019-86 for two years, subject to the stipulations. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 3 – 19921...SPECIAL USE PERMIT APPLICATION #SP-2019-90 - CHRISTI EATON AND KIM MAPLES WITH LITTLE LEADERS OF KCK, INC.

Synopsis: Special use permit for a childcare facility on the KCKCC campus at 7250 State Avenue, submitted by Robin Richardson, Director of Planning. Applicants are requesting a special use permit for the temporary use of land for commercial purposes in order to operate a child development center. The center will be exclusively operated in a stand-alone building on the Kansas City, Kansas Community College (KCKCC) campus. The building is located directly west of Bethel Lane and has access to Wyandot Drive through a shared parking lot. The building is internally designated at KCKCC as the “child care center” and is identified by the “Child Care” signage on the front exterior of the building. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-90, subject to:

Urban Planning and Land Use Comments:

1. Is there a designated parking area for drop-offs and pick-ups?
Applicant Response: There is a large parking lot (~175 spaces) for campus overflow use, the credit union, and the childcare center. The Lodge also shares the parking lot but is used irregularly. While there is sufficient parking available, the applicant intends to paint a sign on eight designated parking spaces for the childcare center drop-offs in the morning and pickups in the afternoon. Parents will typically drop-off between 7:00 and 9:30 and then pick up between 3:30 and 6:00, so these designated spaces will provide adequate parking. However, there are ample parking spaces available near the childcare center that can be used for additional parents if needed.
2. Have applicants’ acquired all necessary permits for the renovations to the inside of the childcare building, if any?
Applicant Response: We have applied for the necessary building permits and understand that the special use permit may be issued contingent on the completion of construction and final building inspection.
Staff Response: This is correct. Staff wanted to confirm these building permits had been issued for the reported construction.
3. How many children do you expect to be attending daycare? What are the age ranges?
Applicant Response: The childcare center intends to serve up to 80 children from one year old to six years old.
4. Are there any other renderings of the renovated childcare interior?

August 29, 2019

Applicant Response: WSKF Architects is not aware of any other renderings of the renovated childcare interior.

5. How many trained and licensed staff will be working during business hours?

Applicant Response: The childcare center expects to have 15 staff members working between the hours of 7 a.m. - 6 p.m.

6. If approved, application will be held to the following stipulations:

- a. Applicant must be licensed by State of Kansas and approved by Wyandotte County Health Department.
- b. Parking in designated areas only to minimize traffic issue.
- c. Special use permit approval for two years.

Applicant Response:

1. Noted, the applicant is aware of this requirement and is taking necessary steps to secure all licenses and approvals.
2. Noted, parking will be in designated areas.
3. Noted.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Special Use Permit Application #SP-2019-90 for two years, subject to the stipulations. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 4 – 19922...SPECIAL USE PERMIT APPLICATION #SP-2019-91 - LAURA L. SANCHEZ WITH HOMESTEAD MONTESSORI FARM SCHOOL

Synopsis: Home occupation special use permit to operate a private Montessori school for a maximum of 12 students (ages 6 to 15) at 3800 Weaver Court, submitted by Robin Richardson, Director of Planning. The day school is at the applicant’s personal residence. Applicant reports that the teaching model includes caring for chickens and bees as well as tending gardens.

The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-91, subject to:

Urban Planning and Land Use Comments:

1. In her business plan, applicant states her plan to “look for more acreage to grow the hobby farm aspect of the program.” Staff wants to remind applicant that if the Montessori school were to move locations within Kansas City, she would need to reapply for a special use permit, regardless of the timing of her most recent permit obtained or renewed.

Applicant Response: A business plan is drawn up as a tool to get funding and, therefore, should show growth. This applicant intends to keep her school small and peaceful in her home. Should it ever become more than that, the applicant would certainly abide by all the regulations required.

2. Has the applicant previously raised chickens and bees on the property?

Applicant Response: Applicant has had bees for three years. Animal Control has been out to inspect coop and take measurements. Fowl permit granted 6/26/19, Permit #2019-11.

Applicant has had a 10-acre farm in Texas with five horses, thirty chickens, two Blue Heelers, two Black African Swans and has done all her own veterinary care for those animals. Applicant cared for miniature horse and five goats at a previous school where she worked.

3. What relevant licenses and certifications does the applicant hold?

Applicant Response: The applicant is licensed for childcare for up to 99 children in the state of Kansas, 100+ children in the State of Missouri, is an American Montessori certified teacher and has three associate degrees. CPR and First Aid Certified. She has been teaching professionally for 15 years, 6 of which were at Christ Preparatory Academy in Lenexa, KS. She has taught or been a director in a Montessori environment since 2007. Attached are the applicant's director certifications.

4. Provide more photographs of the property and classroom facilities.

Applicant Response: We are setting up the classroom over the next couple of weeks and will forward pictures. It is a large investment for materials and the applicant is taking a huge risk financially to purchase materials that cannot be returned once opened and to move forward with plans while waiting for this approval. The main classroom is 13'5" x 27'.

Staff Response: Applicant has provided updated photos of the classroom.

5. Does the fence fully enclose the rear yard of the property? If not, do the students and animals have access to the unfenced area?

Applicant Response: Yes. The fence totally encloses the backyard. There is chain-link fencing around the entire backyard. The decorative fencing is in the middle as a wind break for the bees. The students will have access to the front yard during lunch or recess with supervision. The animals are in the fenced in area inside a coop in the backyard.

6. How many children will be involved?

Applicant Response: The applicant currently has 6 children enrolled and does not wish to have more than 12 students to keep the student to teacher ratio low for optimum interaction with students.

7. Subject to approval, this special use permit shall be valid for two years.

8. In the meeting minutes there is mention of an alleged rumor that Alex Sanchez, husband to the applicant and fellow resident at 3800 Weaver Court, was a registered sex offender. Applicant offers an explanation for the miscommunication and spoke with staff about this incident. Staff has consulted with the Public Offender Registry through the Kansas Bureau of Investigation and has found no record of any resident living at 3800 Weaver Court, based on the information provided in the Registry.

Public Works Comments: none.

Building Inspection Comments:

This is a change of occupancy from residential to commercial use. The structural aspects of the residence must be modified for the commercial structural loads.

Applicant Response: There is no change of occupancy. This is an "in-home" private school registered as such with the Kansas Board of Education. This will continue to be our residence. Current enrollment is 6 children with 2 adults present which would be no more than a family living in the dwelling with 4 bedrooms and 2 bathrooms. There will be less furnishings in the classroom than there would be with living room furniture as far as the weight load is concerned. Even with

12 students, the load would not be any more than having a family Christmas or Thanksgiving in the home with 14 adults and children or more which is common in a residence.

Staff Response: Agreed. A Home Occupancy Special Use Permit allows for limited commercial use of a residential building, but the use of the building and the property is fundamentally residential. This is proven by the fact that if the Special Use Permit was revoked, expired, or not renewed, use of the primary structure on the property would revert back and could only be residential.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Special Use Permit Application #SP-2019-91 for two years, subject to the stipulations. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 5 – 19911...SPECIAL USE PERMIT APPLICATION #SP-2019-92 - JOE HEIDRICK WITH CACTUS BED PROPERTIES, LLC

Synopsis: Renewal of a special use permit (#SP-2018-79 - expires 9/27/2019) for a short-term rental/Airbnb at 3841 Lloyd Street, submitted by Robin Richardson, Director of Planning.

The applicant will not live in the house and will rent the entire residence through short term rental websites. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-92, subject to:

Urban Planning and Land Use Comments:

1. Provide up-to-date photos of service.
Applicant Response: Pictures of the property have not changed since original permit 1 year ago.
2. How many tenants do you average a year?
Applicant Response: To date, we have had 22 different tenants ranging from 2 days to 6 months.
3. Describe the demographic of your typical tenants.
Applicant Response: From July 2018 to January 2019 the tenant was a 44-year old male going through a bone marrow transplant at KU Med. For the month of February, we provided housing for a family of 9 who did not have heat or hot water in their home during the coldest month of the winter. They stayed at the house on Lloyd St. until we were able to find them a permanent home in Grandview. This family was made up of 2 adults and 7 kids ranging from ages 5 to 12. From February to July we have had families in town for weddings, youth groups in town for a camp, soccer coaches from Canada working with Sporting KC, and some business travelers in town for conventions.
4. Have you received or filed any complaints?
Applicant Response: We have not had any complaints I am aware of.
5. Has your rental property had any adverse effects on the character of the neighborhood?
Applicant Response: Again, I am not aware of any adverse effects on the neighborhood. Because it is a short-term rental, we constantly clean and maintain the property. So, I would

say the property has had a positive impact on the neighborhood compared to a long-term tenant who may not maintain the property well.

6. How has your service affected the flow of traffic?

Applicant Response: All of our tenants park in the driveway having no impact on traffic.

7. Are there new neighbors to be consulted prior to continued operation?

Applicant Response: There are no new neighbors I am aware of.

8. Do you still maintain the proper licensing?

Applicant Response: Yes, we are current on all licensure.

9. Have the details of your rental operation changed?

Applicant Response: Nothing has changed since the original permit was granted.

10. Has maximum occupancy changed?

Applicant Response: No.

11. Has the point of contact changed? If so, has the contact information been updated and been provided to the neighbors?

Applicant Response: No.

12. Have you paid the appropriate lodging taxes?

Applicant Response: Yes, all lodging taxes have been paid.

13. In addition to no parties and events, as associated with Airbnb and other website bookings, no outside visitors, and only overnight guests who have a reservation are permitted to stay.

14. Weekday and weekend quiet time shall be at 10:00 p.m.

Applicant Response: It is specifically noted in all lease agreements that this is a neighborhood and all quiet times and curfews must be respected. There has been no issue to this point.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Special Use Permit Application #SP-2019-92 for two years, subject to the stipulations. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 6 – 19923...SPECIAL USE PERMIT APPLICATION #SP-2019-93 - CHERYL SNOPEK WITH CHERBEAR'S DOG GROOMING

Synopsis: Home occupation special use permit for a dog grooming business at 401 South 82nd Street, submitted by Robin Richardson, Director of Planning. This will be a full-service pet grooming salon in the garage of the applicant's home. Applicant will host one dog at a time, maximum of two per day. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-93, subject to:

Business License Comments:

If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

Staff feels that this business could be a great asset to the community. The applicant seems to have a very thorough and well-planned operation proposed and a passion and dedication for caring for these dogs. Upon approval, applicant will host one dog at a time, no more than two per day. Dogs will be kept on a leash at all times when outside. Staff recommends approval for one year.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Special Use Permit Application #SP-2019-93 for one year, subject to the stipulations. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 7 – 19912...SPECIAL USE PERMIT APPLICATION #SP-2019-94 - WIL ANDERSON WITH BHC RHODES FOR FRANK PERRY

Synopsis: Renewal of a special use permit (#SP-2017-31 - expires 8/31/2019) for the temporary use of land for a security office trailer at 8130 Kaw Drive, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2019-94, subject to:

Urban Planning and Land Use Comments:

1. Can you provide updated pictures of the trailer on site?
Applicant Response: See attached photos.
2. Are there any changes being made to the trailer on site?
Applicant Response: There are no changes being made to the trailer on site.
3. Do you plan to use the trailer longer than the five-year timeframe originally stated?
Applicant Response: This is really dependent on approval of this SUP application for renewal and following that the economic situation to utilize the parcel of land for a use other than parking trailers in a secure location.
4. Has the intended use of the trailer changed in anyway?
Applicant Response: The trailer is being used as an office for security officers.
5. Has the location of the trailer on site changed?
Applicant Response: The location of the trailer is in its original location which closely approximates where it was shown on the original plans.
6. The trailer must be skirted.
Applicant Response: Trailer is and has been skirted since it was placed on site.
7. Approval is for two years.

Public Works and Engineering Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Special Use Permit Application #SP-2019-94 for two years, subject to the stipulations. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

PLAN REVIEW APPLICATION

ITEM NO. 1 – 19924...PLAN REVIEW APPLICATION #PR-2019-16 - DAVID CONTAG WITH DLR GROUP

Synopsis: Preliminary and final plan review for an athletic complex for Turner USD #202 at 2211 South 55th Street (Turner High School), submitted by Robin Richardson, Director of Planning. Applicant is requesting a final plat to create a single, contiguous lot at the Turner High School campus. Also, a preliminary and final plan review of the Turner District Athletic Complex, which will stretch over 14 acres and feature an outdoor stadium fitted with bleachers, containing a 400-meter track encircling an all-purpose field. The Planning Commission voted 7 to 0 to recommend approval of Plan Review Application #PR-2019-16, subject to:

Planning and Land Use Comments:

General Planning

1. Review and respond to the attached comments from Geospatial Services Department.
Applicant Response: Acknowledged. The comment regarding the forward slash will be corrected and removed in the title of the plat and the plat was revised. Separate comments were obtained during meetings with the County Surveyor were also addressed in the final plat.
2. Noise levels from P.A. systems are a concern for staff. Speakers should be positioned so that noise is not projected onto residential areas to the north and east. Provide location and orientation of speaker system as well as anticipated sound levels at the property lines.
Applicant Response: Common strategies for mitigating and controlling sound transmission include strategic placement and selection of speakers based on vertical/horizontal dispersion to focus on the areas targeted for sound reinforcement, and the use of DSP to both limit the maximum SPL (Sound Pressure Level) the system can produce by and end user as well as the use of low frequency filtering to reduce the output of low frequency signals that are not critical to program that propagate farther than high frequency audio content. If the UG development ordinances have a published target SPL for ambient noise in communities that are acceptable, it would be good to have as reference.
Staff Response: The UG Code of Ordinances does not currently have a published target SPL. Generally, the noise level is not to exceed a level so as to be a disturbance to the neighboring residential areas. Complaints from neighbors may be cause for staff to further specify the stipulations regarding speakers.
3. Lighting should be oriented to not project onto residential areas to the north and east or cause a driving hazard on South 55th Street. Provide lighting details.
Applicant Response: See attached preliminary sports lighting calculation plan for current design illuminance values. The “blue” line represents the spill light at 120-feet from the track

and field area. The luminescence table shows a calculation for a light level of 0.45 to 1.12 foot-candles. LED lights also have no spill and glare. The existing heavy vegetation to remain along the property lines will further screen the light from adjacent residential lots.

4. All signage must comply with the sign code, Chapter 27 Division 11.

Applicant Response: Acknowledged. Refer to building elevations for location and size of pin mounted letters on the press box building. The west elevation will have 30" height pin-mounted aluminum letters. The south elevation will have a 3'-0" diameter metal team logo and 9" height pin-mounted aluminum lettering.

Building

Provide a chart indicating the material types and percentages used for each façade.

All building facades shall be at least 50 percent masonry. Cementous siding may be used to meet 50 percent of the total masonry requirement.

Applicant Response: The following chart showing percentages of concrete masonry units (CMU) and glass will be added to the architectural Elevations:

Press Box

East elevation: 7% glass and 93% burnished CMU

West elevation: 9% glass and 91% burnished CMU

North elevation: 100% burnished CMU

South elevation: 100% burnished CMU

Field House

East elevation: 100% burnished CMU

West elevation: 100% burnished CMU

North elevation: 6% glass and 94% burnished CMU

South elevation: 100% burnished CMU

Ticket Booth

East elevation: 12% glass and 88% burnished CMU

West elevation: 12% glass and 88% burnished CMU

North elevation: 100% burnished CMU

South elevation: 12% glass and 88% burnished CMU

Site

1. The traffic impact study indicates that the maximum seating capacity at the stadium is 2000. Athletic stadiums are held to the standard of 1 parking space per 3 attendees, requiring 667 spaces for this facility. Sheet C04 indicates that 27 stalls are proposed in addition to those at the high school. Provide an explanation indicating how the proposed parking can be considered sufficient/shared parking with the school, etc. A variance application may be required. Please use the USD 500 stadium on Meadowlark Lane as an example.

Applicant Response: The existing and proposed parking for the high school totals 505 spaces. The proposed district athletic complex includes a total of 2000 seats for football and about 500 seats for the practice soccer field. The District currently only has about 500 to 600 persons attend football and athletic events which would only require about 200-250 cars at the most. The reason the stadium is being designed for 2,000-seats is to ensure that USD #203 can host regional and state events per the Kansas State High School Association. The District does not

plan to program simultaneous football and soccer events on the same night, so the largest seating capacity is 2000-seats and using the calculation for 1 car per 3-seats requires about 667-spaces. Based on this calculation, the high school may be short about 163 spaces.

The District has indicated they would be open to use school buses for shuttles to allow people to park at the elementary or middle schools for larger events as needed. Those two schools would offer adequate overflow parking. We understand a similar arrangement was approved by the Unified Government Planning staff for BPAC at USD #500 in KCKS.

2. Will there be times when school hours would overlap with use of the stadium? How will parking be accounted in such a situation?

Applicant Response: Turner School District staff have indicated that programmed activities at the DAC will begin near the end of the regular school day when students and staff at the school have left for the day.

Landscaping

Landscaping is required at 1 tree per 7,000 sf of site area, plus a 75% multiplier as required under the Commercial Design Guidelines. Update sheet L0.0 to include this requirement.

1. $609,840 \text{ sf} / 7000 = 87.12 \text{ trees}$
2. $87.12 * 0.75 = 65.34 \text{ trees}$
3. $\text{Total} = 87.12 + 65.34 = 153 \text{ trees}$

Applicant Response: Acknowledged. This summary of existing and proposed trees has been included on Sheet L0.0.

Additional Stipulations:

1. Public Works will further review the traffic study to determine if any additional traffic signaling is required.
2. The applicant will look at their entrances to determine if additional street lighting is necessary.

Public Works Comments: none.

Action: Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve Plan Review Application #PR-2019-16. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

MISCELLANEOUS - ORDINANCES

ITEM NO. 1 – 19926...AN ORDINANCE rezoning property at 8525 Parallel Parkway (#3194) from C-1 Limited Business District to CP-3 Planned Commercial District.

Action: **ORDINANCE NO. O-57-19**, “An ordinance rezoning property hereinafter described located at approximately 8525 Parallel Parkway in Kansas City, Kansas, by changing the same from its present zoning of C-1 Limited Business District to

CP-3 Planned Commercial District.” **Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve the ordinance.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 19927... AN ORDINANCE rezoning property at 2718 North 119th Street (#3191) from AG Agriculture (WYCO) District to A-G Agriculture (City) District, submitted by Robin Richardson, Director of Planning.

Action: **ORDINANCE NO. O-58-19**, “An ordinance rezoning property hereinafter described located at approximately 2718 North 119th Street in Kansas City, Kansas, by changing the same from its present zoning of AG Agriculture (WYCO) District to A-G Agriculture (City) District. **Commissioner Kane made a motion, seconded by Commissioner Burroughs, to approve the ordinance.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

PLANNING AND ZONING NON-CONSENT AGENDA

MASTER PLAN AMENDMENT

ITEM NO. 1 – 19925...MASTER PLAN AMENDMENT #MP-2019-5 - MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING

Synopsis: Master plan amendment from Public/Semi Public to Urban Residential (City-Wide Master Plan) at 3301 Garfield Avenue

and

ITEM NO. 1 – 19916...CHANGE OF ZONE APPLICATION #3201 – MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING

Synopsis: Change of zone from R-1(B) Single Family District to RP-2(B) Two Family District for a residential duplex subdivision at 3301 Garfield Avenue, submitted by Robin Richardson, Director of Planning. The applicant has submitted a preliminary plat for 12 residential (duplex) lots in a vacant area of the current Parcel #913003. The development of the duplexes will be in the western portion of the parcel, in roughly the southeast corner of North 36th Street and Garfield

Avenue, and extending east along Garfield Avenue. In order for the preliminary plat to be compliant, applicant has also requested a master plan amendment of the City-Wide Master Plan land use designation for the property, from Public/Semi-Public to Medium Density Residential, and a change of zone from R-1(B) Single-Family District to R-2(B) Two-Family District. The Planning Commission voted 6 to 1 to recommend approval of Master Plan Amendment #MP-2019-5, subject to the staff's revised comments. The Planning Commission voted 7 to 0 to recommend approval of Change of Zone Application #3201, subject to:

Urban Planning and Land Use Comments:

1. Will the duplexes be operated as rentals or sold to individual owners? Who will the residences be marketed to?

Applicant Response: The properties will be operated as rental properties and marketed to citizens meeting age/income requirements.

2. Will there be a homeowner's association? Will any portion of the development be designated as public space or otherwise held by a third party (including the Central States Conference of Seventh-Day Adventists)?

Applicant Response: There are no current plans for a homeowner's association or areas of public space.

3. Is the new road a private road or intended to be a public street to be maintained by the Unified Government? City policy is that streets built in a new development must connect to pre-existing streets. Staff suggest that the unnamed road be connected to Richmond Avenue or be designed with a future link to Richmond Avenue in mind.

Applicant Response: The new unnamed road is intended as a public road to be maintained by the Unified Government. Based on feedback from the neighborhood meeting, it would be unfavorable with the people living on Richmond Avenue.

4. Design and architectural features of the residences should conform to the architectural characteristics of the surrounding neighborhood and follow urban planning best practices for community development.

Applicant Response: We concur.

5. Provide a landscape plan for the development.

Applicant Response: This does not appear to be requirement for the preliminary plat application and only a conditional requirement for change of zone, as discussed in the pre-application meeting. We do not recall this item being discussed during our pre-application meeting.

Staff Response: Staff has spoken with applicant and Planning Department members in attendance of the DRC meeting before the preliminary plat was submitted. According to the DRC meeting minutes, a landscape plan was mentioned. Applicant has since submitted a landscape plan, which is an attachment of this report.

6. If more amenities than just the small playground and pavilion are available for residents on applicant's other properties or through the applicant's resources, provide a list and description of those amenities here.

Applicant Response: Not applicable for this project.

7. Satisfactorily respond to all comments from Public Works and the Fire Department.

Applicant Response: We concur.

8. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners' meeting.
9. New homes must have masonry to match picture on page 17 of the Planning Commission staff report.
10. Prior to plat being signed by Director of Planning or Chairman of City Planning Commission, the existing building must have a certificate of occupancy.
11. No parking on grass.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: none.
2. Items that are conditions of approval (stipulations):
 - a. On the preliminary plat/plans, please include the following note: "All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the Unified Government of Wyandotte County/Kansas City, Kansas. If any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers of the Unified Government of Wyandotte County/Kansas City, Kansas (the UG), the UG's standards shall override."
 - b. The preliminary plat/plans illustrate all proposed utility easements (sanitary sewer, storm sewer, and general utilities, etc.)
 - c. Provide a level 1 traffic impact study for the proposed subdivision in accordance with the UG Transportation Management Plan.
 - d. The proposed parking lot west of the cul-de-sac shall be separated by a valley gutter from the public right-of-way and shall be privately maintained. Further discussion with staff may be required.
 - e. For future reference, this project includes public street improvements. The public street improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public street improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.
 - f. Please schedule a meeting before resubmittal for final development plans to discuss the layout of the proposed storm sewer pipes within the proposed subdivision. Typically, storm infrastructure within the right-of-way is considered public infrastructure. In this case, the storm sewer within the right-of-way is collecting and conveying runoff from public streets and back of lots and discharging into a private detention pond. Although the runoff eventually discharges to the public storm sewer system, UG Public Works would like to discuss the proposed configuration considering runoff is detained in a private pond that will be privately maintained. Further discussion with staff is required.
 - g. For future reference, this project includes public storm sewer improvements. The public storm sewer improvement plans shall meet the UG standards and criteria and shall be a separate plan set with a separate cover sheet with applicable information, i.e., vicinity map, sheet index, benchmark, utility contacts, floodplain note, etc. The public storm sewer improvement plans shall include erosion control. This set of plans is not required at this time but will be required for final development plans.

- h. All public storm sewers will need to be in an easement meeting the UG standards and criteria (minimum of 15' wide or the depth of the sewer, whichever is greater).
 - i. The UG adopted a stormwater treatment ordinance in May of 2010, and if the development site disturbs an acre or more, plans must be in accordance with the August 2009 Second Edition of the MARC Manual of Best Management Practices for Stormwater Quality. In this regard, please revise the storm drainage study to address post construction stormwater quality BMPs. Further discussion with staff may be required.
 - j. The County Surveyor makes separate technical review of the plat documents and submits comments directly to the preparer of the plat. Provide revised plat documents in accordance with County Surveyor comments.
 - k. Final development plans/plat will have to be approved before going to Planning Commission with approval to obtain permits. This will include final engineering, calculations, and complete drawings with construction notes and details. The final development plans/plat must meet the requirements of UG standards and criteria. Only preliminary drawings and studies are required at this time.
3. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: none.

Fire Department Comments:

- 1) Compliance with the International Building Code -2012 Edition

Applicant Response: We concur.

- 2) Compliance with the International Fire Code – 2012 Edition

Applicant Response: We concur.

- 3) Compliance with current NFPA 101® Life Safety Code

Applicant Response: We concur.

- 4) Compliance with existing fire codes, all applicable City ordinances, State rules and regulations

Applicant Response: We concur.

* Code compliant 90' diameter turn around for dead end street over 150' per IFC D103.4, 2012 IFC.

Applicant Response: The current cul-de-sac at the end of our unnamed road, meets this requirement.

* Submit detailed dimensioned street paving plans, including hydrant locations, for review.

- Roads 20 to 26 feet wide (curb face to curb face) - posted NO on street parking either side

- Roads 26 to 32 feet wide (curb face to curb face) - on street parking on one side

- Roads over 32 feet wide (curb face to curb face) - on street parking allowed both sides

Applicant Response: The attached revised preliminary site plan shows proposed hydrant locations at the southeast corner of Garfield Ave. and Unnamed Rd. and at the south side of the cul-de-sac. In addition, the pavement width is shown at 27 ft (curb face to curb face) which will provide on-street parking on one side of the Unnamed Rd.

Geospatial Services Comments

- 1) We find that the plat is: Presently unacceptable for posting.

Please note the following comments.

- a. Preliminary- The plat is preliminary.

August 29, 2019

Mayor Alvey said Items A1 and B1 will be heard together. I'll note that a protest petition was filed against the change of zone; however, it did not meet the requirements, therefore, it has been deemed invalid. Communication was received today about that.

Kimberly Portillo, Planner, said the first remark we'd like to make is to remind everyone this conversation cannot involve at all the income status of potential residents or the age status of potential residents.

To begin with, staff did receive a protest petition. We received that on last Friday. We were able to look that over and review it by Monday and give the results back to the protest petitioner.

We did inform them that the petition was invalid. We had recommended a recommendation of approval to the Planning Commission and they had also recommended a unanimous approval for the change of zone and a 6 to 1 vote on the master plan amendment.

Michael Osbourn, Kaw Valley Engineering, 14700 W. 114th Terr., Lenexa, KS, said we're representing the development team consisting of the Central States Conference of the Seventh-Day Adventists, Mr. Bill Canton and Mr. Dave Osbourn, no relation, different operation, and myself.

As I said, I'm with Kaw Valley Engineering. We've provided the engineering services and initial planning associated with the project which is located at the southeast corner of 36th & Garfield. Currently, it has a vacant partial of land. The portion that we're dealing with is approximately 4.5 acres. We're proposing to put 24 dwelling units on the project. That would consist of 12 duplexes on what would be the current public street of 36th St.; 6 units on that side. Then, we will construct a new public street at what would be approximately 35th St., to the south of Garfield, terminating in a cul-de-sac within our property, so it's not continuing on. I know that at one point in staff's review, they considered would it be beneficial to tie on to Richmond to the south of us. I think through further conversations and looking at that, it was felt that the cul-de-sac maintained the best layout for the development itself.

18 of our dwelling units will be on the new proposed public street. I think you have seen—I don't know if there are pictures in your packets, I believe, of the duplexes themselves. They're fairly nice, new construction elements, and it will meet all of the Public Works' design guidelines

associated with the Unified Government of Kansas City, Kansas, and with that, our setbacks, so on and so forth. We would develop a plat that would have 12 duplex lots on it.

All infrastructure will be constructed as part of the development. We would construct new water lines, sewer lines, public street, and storm facilities. We have developed a preliminary storm drainage report showing that we can comply with the storm drainage ordinances of the Unified Government in addition to the best management practices for cleanliness of stormwater. With that, that's generally the jest of it.

One of the elements that did get brought up significantly at the Planning Commission dealt with was the maintenance of the development itself. One of the requirements was to submit information regarding the management company that would be managing the development as a whole. That is Universal Management. I believe we did submit that information to your Planning staff with resumes of the individuals that are associated with the organization and other projects that they've been a part of. A pretty simple development.

The one thing I would like to point out is obviously we're R-1(B) at this time. We're asking for R-2(B). The density we're proposing is significantly less than what we could actually build under R-1(B). With that, one may question, why go through the effort of attempting to rezone a property to allow the construction of duplexes.

With that, this is slated for 55 plus community. With that, the primary resident is required to be 55 or older. They can have other members that are less, but most of the developments of this nature that we've been a part of, and the development team has been a part of, show that you have a 90 - 95% of your residents meet that age restriction even though the state laws do allow others to live there. Many folks in that age bracket, and I'm one of them, tend to gravitate toward this housing—like to have attached dwellings. Many of these we've put together in a more townhome development. Many are duplex development. All are single-story, slab on grade structures.

Our typical resident would prefer to live in an attached home, that's why we're here before you tonight bringing forward the duplex request as opposed to just staying with single family. As we've shown, our density is much less than we could build in the current R-1 status. With that, we feel that this would be a good fit for the neighborhood.

Mayor Alvey opened the public hearing and asked is there anyone present who would like to speak in favor of Master Plan Amendment #MP-2019-5 or Change of Zone Application #3201. No one appeared in favor.

Mayor Alvey asked, is there anyone present in opposition who would like to speak? If so, now is your time to come to the podium and state your comments.

Mekaile Turner, 3313 Richmond Ave., said I'll try to be as brief as I can. I was the one who spearheaded the petition. I also want to put it on the record that when I called about the requirements for the petition, I was not given the pertinent information about the requirements for it. That's neither here nor there on that one.

There was a lot of talk going around at the last meeting about this, our opposition with our neighborhood on this project being a fair change. It isn't. This is not our first go around with the Central States Conference when it comes to their property and building things. This was apparently a nine-year project in the making. No one in our neighborhoods knew anything about it until one of our neighbors informed us.

It seems to me, looking at the last notes of the meeting, that they were ready to break ground on this, or wanting to break ground on this in late fall without having everything together. This, we do not feel, is going to be a good fit for our neighborhood. There was also talk about people being reached out on this project, particularly on N. 36th St. I've personally spoken to everybody in that neighborhood. No one knew anything about it.

The Neighborhood Association President, Ms. Donnie Thomas, who unfortunately couldn't be here tonight because of a family matter, was brought up in the last meeting stating as being behind this project, that's why I spoke with her earlier today. She was one, not happy that her name was brought up in this and two, did not support it either. I just feel like there is a lot of deception going on with this because it's yet, again, another example of you're saying this is for the community, but you're not doing a good job at reaching out on it. For those reasons, I do not want to see this here.

Nena Turner, 3313 Richmond Ave., said my concern is, at the last meeting they failed to say that in 15 years, Seventh-Day Adventists will completely own that property. My understanding is that okay, that's a church. If the church completely owns it after 15 years, I'm like, as far as I know, churches is like exempt from taxes and everything. Where does that leave Wyandotte County? In 15 years, the church will completely own that property that they're doing now, that means they're going to be exempt up under the church guideless. If they're not paying taxes, where do the taxes come from to cover that?

I'm looking at the residents surrounding that area. Our taxes most likely would go up and property value would go down because that is the reason why everyone moved in around there for the quietness, nothing in front of us, and the traffic is—unless you live up in there, you hardly get traffic coming up and down that area. That's what drew a lot of people there. I'm like, we were told unless you are the owner of that property, the person that is renting to own, most of them are renting to own or they're just renting there, they're actually living there. That's why they moved there. They don't count. We have to go to the owner even if the owner lives out of town. He said it was on record that he visited everyone up there and they were all for it. If it doesn't count for us, it doesn't count for him either, the president of the Seventh-Day Adventists. So those were my only concerns. Thank you.

Andrea Hicks, 3422 N. 39th St., said we were a little confused about this last situation that just happened. We thought that we would have this opportunity to come here to state why we don't want this particular Montessori farm school. **Mayor Alvey** said that's a different one. **Ms. Hicks** said so it's a different one. I know it. That's what I was saying. How, what—we cannot do anything about that at this time? We didn't know how you guys go about getting your votes. It was like, what's set aside. What's this? What's that? We thought we'd have this type of opportunity to be able to discuss what needed to be done and the next thing you know it, it's approved and they get up and walk. It's like, wait. That's a problem right now.

Mayor Alvey said that is the process. We have voted and it was—if you wanted to take something off the Consent Agenda, you needed to ask at that time to take it off the Consent Agenda. **Ms. Hicks** said I guess there was a misunderstanding because we didn't know where at in that process we do that. Then it was like votes, aye, aye, aye. It was like, what happened? We've got questions. We've got problems right now.

Mayor Alvey said at this point, I would recommend, since it has been approved, that you would need to reach out to the developer again to see what you—talk to them about what they intend to do at that site for the Montessori school.

Commissioner Bynum said I have seen this scenario play itself out more than one time with folks who didn't understand the process. I would just ask, especially on Planning and Zoning agendas, to do all that we can to be clear with our public about the process; as clear as we can possibly be. This is not the first time I've seen this. I would ask Planning staff to please talk with these folks

and try to identify what is the issue they have so that perhaps we can be an advocate for problem-solving on that issue.

Mayor Alvey asked if there is anyone who would like to speak in opposition to this particular item, please come forward. Seeing none, I would ask the applicant to come up to address some of the concerns that were raised.

Mr. Osbourn said I think the most significant concern that keeps being brought to the table is the apparent lack of communication. While I can't speak for the duration of this project, I can speak for the portion of it of which I've been a part of which started about March to April of this year. The project itself has been brought to the state of Kansas, my understanding, several times in the past, looking to attain financing and funding through the state that it has recently acquired. When that process is going through, many of you know that's preliminary; it's in its early infancy stages. Typically one does not go forth and discuss the project with the neighbors because at that time, in general, its not even a real project yet; it's just a concept.

We did follow all of the protocol of the Unified Government in public notifications and attending, and have hosted as part of their neighborhood meeting and presentation at their neighborhood meeting. We sent out all of the proper notices to all of the neighbors at that time. At that point is when we did get some resistance during the neighborhood meeting. I think that's outlined within the notes of the neighborhood meeting.

With that, the major pushback was: you're throwing this on us now, you're not involving us, you're not going down this road with us, we didn't know about this. I guess while it was presented that this had been a thought for quite a long time, as most of you know on the development side, until you have your financing setup, the project typically is not something that's moving forward in a positive direction.

Usually, and I deal with many of these types of projects in many communities, when we have the neighborhood meeting, my goal is to bring forth from the neighbors, what do you like or not like, or how could we augment the layout that we've chosen, the arrangement of the development itself. At the end of the neighborhood meeting, I did get up and asked that very specific question. I said, I appreciate that half a dozen families here are not necessarily in favor of this project going in their neighborhood. My concern, as the design engineer, is to address any technical issues, layout issues, or things of that nature that might make this development more

minimal to your neighborhood if it were to be put in. What suggestions do you have that you would like to see us adjust? The response I got was zero.

I did actually pull a gentleman aside and said, I'm not sure where you live, but what, in this development, could we do. He said make sure you don't connect that street. Again, one of the things that we have gone through with staff on that.

I don't have a lot I can say to: we don't want it in our neighborhood. I guess I'm not going to say I'm confused. I deal with this on a regular basis, as I said, with many municipalities; but at the end of the day, there is very little I can say to that other than in this instance, while we're asking for rezoning, and I emphasized this earlier, the number of housing units that we're requesting to be placed on this portion of land is significantly less dense than can be placed on the property as it exists today with the current zoning.

We're always happy, as development teams, to listen to the neighborhood and do what we can to make adjustments to our development to fit in with whatever the neighborhood may desire. We've not received any of that to date. All we've received is, we don't want this. I don't have much I can significantly address to that other than confirm again that: we've complied with all guidelines, we've met all mailings, we've met all notifications, we've held all meeting, and we've followed all the protocols that are put in place by the Unified Government, inclusive of all of our design elements. With that, that's about as much as I can outline on that.

Mayor Alvey closed the public hearing.

Commissioner Townsend said I do have a couple of questions for the developer/owner. Just so I'm clear, I understand that there will not be, as part of this project, any tie-up or tie into Richmond Street. Is that correct? I visited that area and that's a dead-end, so that would be quite problematic if more traffic, vehicular traffic was poured into Richmond. My understanding, from the systematic and from the plans that I read, is that there will not be a street tied into Richmond. Is that correct? **Mr. Osbourn** said yes; that is correct.

Commissioner Townsend asked, does this layout include lighting? **Mr. Osbourn** said yes. **Commissioner Townsend** asked that the developer put in—streetlights will be included? **Mr. Osbourn** said yes. We will construct the street in full accordance with the guidelines and

recommendations and requirements of the Unified Government. I do believe that does include streetlights for this length of street.

Commissioner Townsend said it was mentioned of the fact that this proposed development is not as dense as it could be. Is there any plan to come back later and add more units to this area? **Mr. Osbourn** said that would be no. The reason being is if you look at the current proposed layout and the plat proposed, there would not be an opportunity to do such. It's platted in 12 duplex lots, which would not afford the opportunity to change that especially once the duplexes are built upon the lots themselves.

Commissioner Townsend said I think you hit a major point, Mr. Osbourn, when you said there's the level of distrust here. If this goes forward, this would be a great opportunity for Central States to prove that they could be good neighbors and a positive addition assuming this goes through. I'd like to know, again, what the plan is for monitoring those people who rent these units to make sure that they're kept up and the neighborhood is, indeed, enhanced by what's being added there.

Mr. Osbourn said you have two components associated with that. Component one, I'll address the maintenance. As we discussed at the Planning Commission meeting, it's a common maintenance. The property manager will maintain the grounds. They'll get mowed at the same time continuously throughout so you don't have one lot looking different than the other lot. The landscaping throughout, again, will be maintained in the same manner as the mowing. All exterior upkeep will be handled by the management company.

As part of the program that this project is associated with, the tenants have to go through a very significant vetting process that is outlined by the state and administered through the management company itself, inclusive of state inspections on an annualized basis. With that, not only is it required to maintain the property in a condition that meets the standards of the state of Kansas, the residents also have to meet certain criteria that is outlined by the state of Kansas. If they don't or they violate those, they're automatically forced to leave the property itself and not continue to be rented.

I think you have a safeguard for the residents that will be there more so than you would in any privately owned even though this is a private endeavor, but individually owned development. You have the maintenance element in place that you're providing common maintenance to the

entire 24 units, as a whole, so they'll be kept up in an appropriate manner and on a regular basis. I don't know if that answers the questions you're looking for.

Commissioner Townsend said yes, I think that addresses some of the concerns that I had in mind.

Commissioner Townsend said if I took this down correctly, Universal Management Company will be the entity who's overseeing what? The upkeep? **Mr. Osbourn** said both the leasing and the property management inclusive of the maintenance, yes. **Commissioner Townsend** asked, does that company currently manage any other similar properties in KCK and Wyandotte County? **Mr. Osbourn** said I can't speak directly for Kansas City, Kansas, but I can speak for the Kansas City area. I'm being told yes. We did submit to staff a package outlining not only their representatives that would be working with us on this project, but some history and other information, background and other projects that they're associated with in the metropolitan area.

Commissioner Townsend said also, there were some concerns raised by some of the residents that you heard speak tonight, and others, about the tax situation. I believe there is concern that if this project goes forward, there will be a tax break given there that the current residents are not entitled to. Is there someone, staff, Mayor, that could address that situation or the applicant, if they can address it?

Doug Bach, County Administrator, said, Commissioner, regarding the tax status, a church has a tax-emption status. Properties are taxed at their use. While they may be under the ownership of the church, they'll be taxed as private, individual, residential units and will pay normal taxes. **Commissioner Townsend** said thank you, Mr. Administrator.

These are all the question that I had. Now, like I said, if this goes forward, this will certainly be an opportunity for the owners to prove that they can be good neighbors with the current residents there.

Commissioner Bynum said I have a couple of questions. We're going from R-1 to R-2 family housing. The comment is that you could basically build single-family housing there right now. **Mr. Osbourn** said that is correct. **Commissioner Bynum** asked, have you considered that? **Mr. Osbourn** said we have. I think I addressed that as part of my presentation in that this is set-aside as a 55 plus community. I have been associated with at least 50 to 155 plus communities, and

every one of them is attached housing. Most of the residents that populate the facilities associated with that feel more comfortable living in an attached housing element. That's why we've slated it as attached housing for this.

Commissioner Bynum said I think the two that I'm thinking of that would be similar is the 83rd St. area of Wyandotte County are also attached, so I do understand.

Commissioner Bynum said I would like staff to confirm the street lighting requirement. **Melissa Sieben, Assistant County Administrator**, said, Commissioner, yes, this is definitely a part of it. We realized there was an issue in a development that occurred a number of years ago, but that is definitely part of this plan. **Commissioner Bynum** said thank you.

Commissioner Bynum said I do know older adult housing is very much needed in Wyandotte County. We simply do not have enough. It tends to be attractive to me because of the 55 plus element that you're bringing forward.

Commissioner Bynum said on the map, that's not showing here on our big screen, the parcel where you're planning to develop, there's a very large parcel directly west of it after that youth center building. Is that also a parcel held by the church? **Mr. Osbourn** asked, are you referring east of it? We're developing...**Commissioner Bynum** said east. **Mr. Osbourn** said that's what I thought you meant. Yes, it is. That entire parcel from 33rd to 36th is owned by the church. **Commissioner Bynum** asked, what are the plans for that? **Mr. Osbourn** said I can't speak directly to that. We're only rezoning what would be the western half of the larger parcel. Even though they haven't shown the entire ownership because that has not been subdivided yet, which is part of the preliminary plat that we had approved at the Planning Commission before. By doing that subdivision of about half, that leaves the balance over.

Now, one of the issues that did get brought up at the Planning Commission—and I will address this, is that during some of the conferences and events that are hosted both through the church and through the public at the community center, there had been a question of parking and concern. One of the requirements we have, as part of our submission plan, is, I believe, it's prior to the filing of our plat, we have to submit a plan showing how utilization of that current community center can be facilitated with parking. They do, obviously, own the property to the north, on the north side of Garfield.

What we're going to come forward with, prior to filing of the plat, is a parking arrangement for the utilization of the community center. Whether or not that property to the east of the current community center, the large flat land, is converted into additional parking or other things, I can't answer today. That's part of what we're going to be doing a study on prior to filing the plat. That was one of the concerns the neighbors had at the Planning Commission meeting was. That statement has nothing to do with the rezoning matter in front of you. It does deal with the ownership and they're being good neighbors. One of the things we've agreed to is that prior to allowing us to file the plat, we will have shown how parking will be handled for events and occurrences at the community center.

Commissioner Bynum said, sir, just one last question. I apologize if you've answered it, but I was having some technical difficulties earlier. **Mr. Osbourn** said that's what I'm here for. **Commissioner Bynum** said we need to know and be assured of who within the local church environment would be the point of contact for any neighbor or staff or elected officials' concerns. We would want to make sure that we have got a go-to person who is authorized to take care of whatever issues might arise. **Mr. Osbourn** said generally that would be the management company that is being hired by the development team itself. Typically, as with any multifamily housing development that one may have, you have a management group that manages that and they take care of the issues.

Now, I understand your point. If something is not getting done through the management company, what's the next level you go to. I will let some representatives from Central States address that.

Roger Bernard, President of Central States Conference, said my other two officers are here as well: Elder Cryston Josiah, who's the Vice President, and Elder Tonya Anderson, who is our Vice President for Finance. We will be the individuals if the community had any concerns or what have you. They can always address us. Our office is right there on the property. They can feel free at any time to come and talk with us.

Commissioner Murguia said I just had a question. The ultimate owner of this affordable 55 and older property is who? **Mr. Osbourn** said it is the Central States Conference of the Seventh-Day Adventists. They are the landowner and they are the ultimate owner of the facility itself.

Commissioner Murguia asked, is the Central States Conference, all the other things he said, is that a non-for-profit? Okay, just confirming it's a not-for-profit. **Mr. Osbourn** said yes, ma'am. **Commissioner Murguia** asked, and they will be actively involved with the ongoing day-to-day operations of this property? **Mr. Osbourn** said in general, the landowner and/or the overall development team has hired, and in this instance did hire the Universal Management Company, and they do the day-to-day active management; both from a maintenance standpoint/a leasing standpoint. When I say maintenance, again, its not just yard maintenance, but building maintenance and other things of that nature. Who ultimately employees them? The development team, which the primary owner is Central States.

Commissioner Murguia said Central States is located—where is their office located? **Mr. Osbourn** said I believe they've indicated that, well, I'll let them speak to that. **Mr. Bernard** said we're located right there at 3301 Parallel Parkway. **Commissioner Murguia** asked, Universal Management is located where? **Mr. Osbourn** said I don't have their address. I know we had submitted it to staff. **A gentleman in the audience** said (inaudible) Kansas City, Kansas. **Mr. Osbourn** said sorry about that; coming from the crowd.

Action: **Commissioner Kane made a motion, seconded by Commissioner Townsend, to approve Master Plan Amendment #MP-2019-5 and Change of Zone Application #3201, subject to the stipulations.**

Ken Moore, Chief Legal Counsel, asked, is that for both items or separately? **Mayor Alvey** said I thought we were considering both of them at the same time, correct? **Mr. Moore** said yes. **Mayor Alvey** said for both items we have a motion.

Roll call was taken on the motion and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

CHANGE OF ZONE APPLICATION

ITEM NO. 1 – 19916...#3201 - MICHAEL OSBOURN WITH KAW VALLEY ENGINEERING

Synopsis: Change of zone from R-1(B) Single Family District to RP-2(B) Two Family District for a residential duplex subdivision at 3301 Garfield Avenue, submitted by Robin Richardson, Director of Planning.

Action: This item was previously heard with Master Plan Amendment #PR-2019-5.

SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 19917...SPECIAL USE PERMIT APPLICATION #SP-2019-84 - ABDUL MAZID

Synopsis: Renewal of a special use permit (#SP-2017-28 - expires 9/28/2019) for a used car dealership at 1010 Merriam Lane, submitted by Robin Richardson, Director of Planning. This property was operated as an antique car sales business from 1987 to 2001. This that time, it has been operated as a variety of businesses, including an automobile repair business from 2004-2005, and a retail market (Kimo's Market) from 2005-2008. In 2016, the property was issued a court summons for being a residential rental property without a rental permit. This case was dismissed. The property has received numerous code citations for graffiti, trash, and abandoned vehicles in the past, prior to Mr. Mazid's ownership. In September 2017, Mr. Mazid was issued a special use permit, and A+ Auto Sales, Inc. was opened in April 2018. The site has been cleaned and maintained, new landscaping has been implemented in accordance with the plans submitted for the 2017 permit, and all property taxes have been paid and are up-to-date. The property was put up for sale, but there were no prospective buyers. The basis for renewal of this special use permit is continued use of the site as a used car dealership. The Planning Commission voted 6 to 1 to recommend denial of Special Use Permit Application #SP-2019-84 as it is not in compliance with the city ordinances and as it will not promote the public health, safety and welfare of the city of Kansas City, Kansas, is not in compliance with the master plan for the area, and the stipulations placed on the previous application have not been complied with.

Urban Planning and Land Use Comments:

1. Provide updated pictures of your property and the operation on site.

Applicant Response: Updated pictures of the property were already submitted with the renewal application.

2. Has the restoration of brick and repair of the façade including windows and doors taken place?

Applicant Response: Yes, before opening the dealership in 2018.

3. Has the parking lot been upgraded?

Applicant Response: Yes, before opening the dealership in 2018.

4. Has the amount of designated parking spaces changed?

Applicant Response: The parking spaces are as follows as previously approved by the Board of Commissioners with the special use permit:

- 6 spaces – cars for sale
- three spaces – customer parking
- one space – handicap parking

5. Have sidewalks been implemented?

Applicant Response: No, the sidewalk has not been implemented because not enough income was made for the sidewalk. All income went towards expenses such as inventory, utilities, taxes, and mortgage. If enough income is made in the next two years, I will implement the sidewalk.

Staff Response: The stipulation per the original special use permit (two-year period) was that upon renewal, the applicant would implement a sidewalk. This exception to the requirement was granted on the agreement that renewal would mandate the creation of a sidewalk.

6. How is trash being disposed of and cleanliness maintained?

Applicant Response: There are no trash cans or dumpsters outside of the building.

7. Is the screening of parking from the public right-of-way being maintained?

Applicant Response: Yes, with landscaping.

8. Has operation space been widened to 9 feet per the ADA standard?

Applicant Response: Yes, 9 ft. wide.

9. Has the signpost in the public right-of-way been removed?

Applicant Response: Yes, before opening the dealership in April 2018.

10. Average number of visitors in a year?

Applicant Response: 70-80 people.

11. It appears that the property owner attempted to sell this property. What was the reason for sale? Why did you decide to apply for renewal? Do you still intend to sell this property?

Applicant Response: One of the conditions was to put the property up for sale when the special use permit was approved in September 2017. This is why I put the property up for sale. There were no interested buyers for this property, therefore, I am applying for a renewal of the special use permit to continue operating a used car dealership. I still intend to sell the property.

Staff Response: It is unclear this “condition” of sale. Per the stipulations required by the Planning Department in the original application, there is no requirement of attempted sale.

12. If the property is sold, the associated special use permit cannot be transferred.

Applicant Response: OK.

13. No inoperable vehicles allowed on site.

Public Works Comments: none.

Mayor Alvey said the applicant has requested to hold this item; however, since the public hearing was noticed for this evening, we will proceed with the public hearing. I will say if there's anyone here regarding this item, if it is held over, the public hearing will be held over again until the next meeting.

Kimberly Portillo, Planner, said this petition was recommended for denial by the Planning Commission. Staff had recommended an approval for six months to give them a stipulation that they build a sidewalk within that six months. The Commission did decide to vote for denial. In order to overturn that recommendation, we must have a vote of eight commissioners.

Mayor Alvey said we do not have eight so we cannot take that action.

Mayor Alvey said I'd ask the applicant to come forward to make comments. The applicant did not come forward.

Mayor Alvey opened the public hearing and asked is there anyone who would like to speak in favor of this. No one appeared in favor.

Mayor Alvey asked, is there anyone who would like to speak in opposition? No one appeared in opposition.

Mayor Alvey closed the public hearing.

Commissioner Murguia said I'd move for approval as the Planning Commission has recommended. **Mayor Alvey** said you're moving for approval of the denial. **Commissioner Murguia** said that's correct.

Action: **Commissioner Murguia made a motion, seconded by Commissioner Bynum, to approve Planning Commission's recommendation to deny Special Use Permit Application #SP-2019-84.** Roll call was taken on the motion and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 19918...SPECIAL USE PERMIT APPLICATION #SP-2019-88 - JENNIFER PRIEST WITH SHOWALTER LAW FIRM

Synopsis: Special use permit for a short-term rental/Airbnb at 423 Ann Avenue, submitted by Robin Richardson, Director of Planning. The applicant, Jennifer Priest of Showalter Law Firm, is representing the property owners of 433 Ann Avenue. The property owners wish to operate a short-term rental/Airbnb at the property, with a maximum number of 4 guests. The Planning Commission voted 5 to 2 to recommend approval of Special Use Permit Application #SP-2019-88, subject to:

Business License Comments:

If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

1. If approved, staff recommends approval for one year.
2. Maximum number of guests shall be four, maximum number of guest vehicles shall be two.
3. How will you communicate with the neighbors?
Applicant Response: Magda Born will be the contact person.
4. How will you pay appropriate lodging taxes?
Applicant Response: Any and all lodging taxes will be paid as necessary.
5. How many rooms are rented?
Applicant Response: There are two bedrooms, and each could be used by the renters.
6. What is the maximum number of people that will be staying at any one time?
Applicant Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental.
7. What is the maximum number of vehicles and where will they park?
Applicant Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental. Rentals are expected to be on weekends when parking is more readily available. The adjacent house to the west is boarded and the next three neighbors to the west use off-alley parking, therefore, neighbors consulted have stated they are not worried that parking will be an issue. We will tailor our policies to keep neighbors happy as much as possible.
8. How often are guests in the residence?
Applicant Response: The property will be rented via Airbnb and based on past rental experiences of one of these properties, most renting happens during weekends.
9. Do you have a rental license from the Unified Government?
Applicant Response: We are currently seeking a short-term rental license.
10. Provide a detailed description of the areas rented for Airbnb.
Applicant Response: The single-family residence is 742 square feet. It is a one bedroom, one bathroom, with a fully equipped kitchen with dining area and living room. The property boasts a covered front porch.
11. Describe how you will maintain a safe environment including:
 - a. Working smoke detectors in each bedroom plus each level of the unit/house

- b. GFCI outlets are required in bathrooms
- c. Double keyed locks are not allowed
- d. Copper cannot be used for gas supply lines
- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of 4 or more stairs/risers
- g. Hot water tank and furnace must be vented properly and operational
- h. Electric panel and circuits must be safe

Applicant Response: The property manager will ensure working smoke detectors are in the bedroom, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters' safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

Public Works Comments: none.

Kimberly Portillo, Planner, said staff agrees with Planning Commission; recommended for approval.

Magda Born, 8121 Tomahawk Road, Prairie Village, Kansas, said I'm here representing Mr. Showalter in two of his properties on Ann Street and 5th Street. He's applying for one year only for permission to run bed and breakfast. **Mayor Alvey** asked, bed and breakfast or Airbnb? **Ms. Born** said Airbnb, I guess.

Mayor Alvey opened the public hearing and asked is there anyone present who would like to speak in favor of this petition.

Justine Underwood Jones, Kansas City, Kansas, said I am the President of the Strawberry Hill Neighborhood Association; however, I'm here in my personal capacity as the next-door neighbor to the Ann property. Normally, I wouldn't be in favor of an out-of-state landlord owning Airbnbs in Strawberry Hill, but in this case, because he renovated the properties prior to applying for special use permits and because its, according to him, maybe going to be around eight months before he lists the properties for sale. He's not interested in having a lease of a very short term for a renter and then trying to sell the property while it's occupied because there are mitigating circumstances.

I personally would support approval of both of these on the condition that it is temporary. I believe the neighbors I've spoken with are of the same mind. If its temporary, then that's okay

as long as we're keeping an eye on it and making sure that they're not just saying it's temporary to get their foot in the door and that sort of thing.

Mayor Alvey asked, would anyone like to speak in opposition? No one appeared in opposition.

Mayor Alvey closed the public hearing.

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Special Use Permit Application #SP-2019-88 for one year, subject to the stipulations. Roll call was taken on the motion and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 3 – 19920...SPECIAL USE PERMIT APPLICATION #SP-2019-89 - JENNIFER PRIEST WITH SHOWALTER LAW FIRM

Synopsis: Special use permit for a short-term rental/Airbnb at 709 North 5th Street, submitted by Robin Richardson, Director of Planning. The property owners wish to operate a short-term rental/Airbnb at the property with a maximum number of four guests. The Planning Commission voted 6 to 1 to recommend approval of Special Use Permit Application #SP-2019-89, subject to:

Business License Comments:

If approved, applicant will need to file and maintain a current occupation tax application.

Urban Planning and Land Use Comments:

1. If approved, staff recommends approval for one year.
2. Maximum number of guests shall be four, maximum number of guest vehicles shall be two.
3. How will you communicate with the neighbors?
Applicant Response: Magda Born will be the contact person.
4. How will you pay appropriate lodging taxes?
Applicant Response: Any and all lodging taxes will be paid as necessary.
5. How many rooms are rented?
Applicants Response: There are two bedrooms and each could be used by the renters.
6. What is the maximum number of people that will be staying at any one time?
Applicant Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental.
7. What is the maximum number of vehicles and where will they park?
Applicant Response: The proposed short-term rental will allow for up to four vacationers and two vehicles to stay on the property during a given rental. Rentals are expected to be on weekends when parking is more readily available. We will tailor our policies to keep neighbors happy as much as possible.

Staff Response: Where will guests park?

Applicant Response: It has a basement garage that is too small for a car, you are able to use it for a motorcycle though. It has a small driveway so it has off-street parking for one or two cars.

8. How often are guests in the residence?

Applicants Response: The property will be rented via Airbnb and based on past rental experiences of one of these properties, most renting happens during weekends.

9. Do you have a rental license from the Unified Government?

Applicant Response: We are currently seeking a short-term rental license.

10. Provide a detailed description of the areas rented for Airbnb.

Applicant Response: The single-family residence is 2178 square feet. It has two bedrooms, one bathroom, with a fully equipped kitchen with dining area and living room. The property boasts a covered front porch.

11. Describe how you will maintain a safe environment including:

- a. Working smoke detectors in each bedroom plus each level of the unit/house
- b. GFCI outlets are required in bathrooms
- c. Double keyed locks are not allowed
- d. Copper cannot be used for gas supply lines
- e. Windows must be operable, not blocked or boarded
- f. Handrails are required at sets of 4 or more stairs/risers
- g. Hot water tank and furnace must be vented properly and operational
- h. Electric panel and circuits must be safe

Applicant Response: The property manager will ensure working smoke detectors are in the bedroom, kitchen and living area of the home. The home is in compliance with GFCI outlets in the bathroom, single keyed locks. The front and rear entry of the home has safety rails on the porch and stairs to ensure renters' safety. All windows can be opened and used to enjoy the outdoors. The electrical panel and hot water heater are in compliance with all city codes.

Public Works Comments: none.

Kimberly Portillo, Planner, said staff agrees with Planning Commission and recommendation is for approval.

Magda Born, 8121 Tomahawk Road, Prairie Village, Kansas, said I'm representing Mr. Showalter who applied for an Airbnb for one year only.

Mayor Alvey opened the public hearing and asked if anyone in favor would like to speak.

Justine Underwood Jones, Kansas City, Kansas, said same thing as last time.

Mayor Alvey asked, anyone in opposition? No one appeared in opposition.

Mayor Alvey closed the public hearing.

Action: **Commissioner Murguia made a motion, seconded by Commissioner Kane, to approve Special Use Permit Application #SP-2019-89 for one year, subject to the stipulations.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

REGULAR AGENDA

REGULAR CONSENT AGENDA

Mayor Alvey said that concludes the Planning and Zoning portion of tonight’s meeting. We’ll now move to the regular portion of our agenda. Does any member of the Commission or anyone in attendance tonight wish to set aside any item on the regular Consent Agenda? If an item is not set aside now, all items on the regular Consent Agenda will be voted on by one vote.

Commissioner Bynum said I just want to clarify that by regular Consent Agenda, you do not mean Land Bank Board of Trustees Consent Agenda. **Mayor Alvey** said that’s correct. **Commissioner Bynum** said that would be separate. **Mayor Alvey** said that’s correct. **Commissioner Bynum** said that would be separate. I don’t have anything to pull off this agenda.

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to approve the Consent Agenda.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 1 – 19929... PLAT: 38LEAVENWORTH FINAL PLAT

Synopsis: Plat of 38Leavenworth Final Plat located at 38th and Leavenworth Road, being developed by Farrukh Jamal, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to approve and authorize the Mayor to sign said plat.** Roll call was taken on the

motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – MINUTES

Synopsis: Minutes from regular session of July 25, 2019; and special session of August 15, 2019.

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 3 – WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated August 15 and 22, 2019.

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to receive and file.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ADMINISTRATOR'S AGENDA

ITEM NO. 1 – 19902...RESOLUTION: MEMORANDUM OF UNDERSTANDING (MOU) WITH AFSCME

Synopsis: A resolution authorizing the County Administrator to execute a Memorandum of Understanding (MOU) with American Federation of State, County, and Municipal Employees (AFSCME), effective January 1, 2018 through December 31, 2019, submitted by Melissa Sieben, Assistant County Administrator.

Doug Bach, County Administrator, said the first item on the agenda is a memorandum of understanding with our American Federation of State, County, and Municipal Employees, otherwise known as AFSCME. This represents a group of employees that are scattered across various departments within the Unified Government. It's for contract year 2018 through 2019. I will say the terms of this are in accordance with the terms discussed with the Commission during executive session, and I would recommend for approval.

August 29, 2019

Action: **RESOLUTION NO. R-57-19**, “A resolution authorizing the County Administrator to execute a Memorandum of Understanding (MOU) with American Federation of State, County, and Municipal Employees (AFSCME), effective January 1, 2018 through December 31, 2019.” **Commissioner Kane made a motion, seconded by Commissioner Bynum, to adopt the resolution.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 19928...RESOLUTION: PREMIER AUTOMOTIVE

Synopsis: A resolution authorizing three assignment and assumption agreements between SVV 1, LLC, and Premier Automotive at the Legends, LLC; Premier Automotive of Bonner Springs, LLC; and Premier Automotive of Kansas City, LLC, submitted by Katherine Carttar, Director of Economic Development.

Doug Bach, County Administrator, said this item is an assignment and assumption between SVV1 and Premier Automotive at the Legends. It is done in accordance with some others that we’ve seen similar to this with the transfer of property from Schlitterbahn no longer being in ownership of these to go to those agencies or companies that are operating on those departments, so they have full ownership and they are assuming the terms of our agreement as they move through this. I would recommend for approval.

Action: **RESOLUTION NO. R-58-19**, “A resolution authorizing the assignment and assumption agreements between SVV I, LLC and Premier Automotive at the Legends, LLC, Premier Automotive of Bonner Springs, LLC, and Premier Automotive of Kansas City, LLC.” **Commissioner Markley made a motion, seconded by Commissioner Murguia, to adopt the resolution.** Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

Mayor Alvey said that concludes the regular portion of our meeting. We are adjourned in that capacity. Now I’ll call us back to order as the Land Bank Board of Trustees.

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

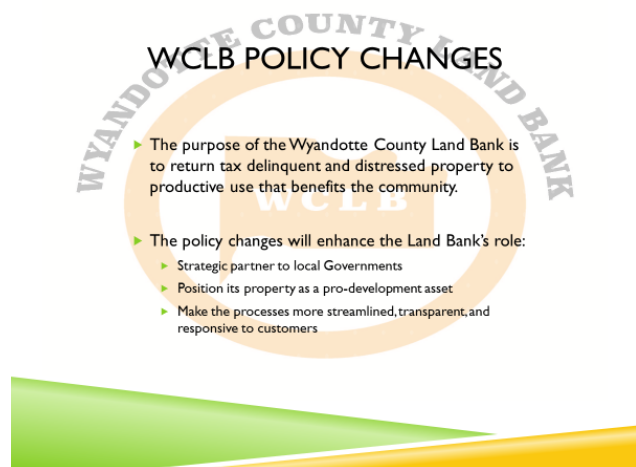
Mayor Alvey asked, does any member of the Commission or anyone in attendance tonight wish to set aside any item on the Land Bank Consent Agenda? If an item is not set aside, all items on the Consent Agenda will be voted on by one vote.

Elnora Teles Jefferson said I'd like to set aside Item No. 1, Land Bank Business Policy Changes. **Commissioner Bynum** said that was the same item I would ask.

Action: **Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve the Land Bank Consent Agenda, excluding the set-aside.** Roll call was taken and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 1 – 19892...LAND BANK BUSINESS: POLICY CHANGES

Synopsis: Request consideration of proposed changes to the UG's Land Bank Policy, submitted by Chris Slaughter, Land Bank Manager. On August 19, 2019, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.



Chris Slaughter, Land Bank Manager, said the presentation tonight for the policy changes—the purpose, as we all know the Land Bank is to take problem properties, distressed properties, and get them back to productive use. What we're going to highlight tonight with the policy changes is number one, to become even a more strategic partner with our local governments. We want the

August 29, 2019

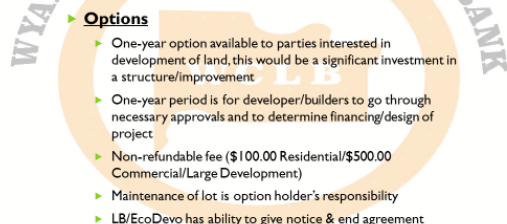
Land Bank to become a pro-development asset. We want to also be more streamlined and transparent.

WCLB POLICY CHANGES - HIGHLIGHTS

- 
- ▶ **Holds**
 - ▶ Abolish all holds, effective upon approval
 - ▶ Reserve property only for local Government Development or Infrastructure projects
 - ▶ One-year option agreement to replace

First thing that we're going to highlight is holds. As you've known in the past, holds were areas of land that someone would come in and ask to be held for them until their project got off the ground. We are going to do away with that. In a minute, we'll talk about an option for them which is an option agreement.

WCLB POLICY CHANGES - HIGHLIGHTS

- 
- ▶ **Options**
 - ▶ One-year option available to parties interested in development of land, this would be a significant investment in a structure/improvement
 - ▶ One-year period is for developer/builders to go through necessary approvals and to determine financing/design of project
 - ▶ Non-refundable fee (\$100.00 Residential/\$500.00 Commercial/Large Development)
 - ▶ Maintenance of lot is option holder's responsibility
 - ▶ LB/EcoDevo has ability to give notice & end agreement

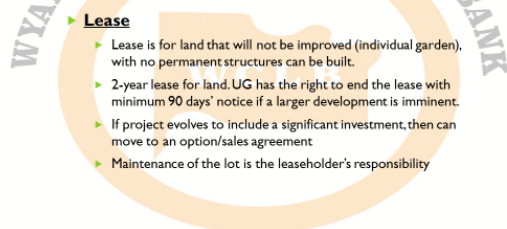
The option agreement would give someone an opportunity that wants to come in and develop, whether it's a single-family or a large-scale development, to put a nonrefundable fee down and have control of the property for a year. This is very instrumental with developments whether its large or small. They can take this to their lender. They can show their partners that they have control of the property.

WCLB POLICY CHANGES - HIGHLIGHTS



Sales, we're going to ask that the sales turnaround really go to a non-buildable stage. There are still options for people in the community to use the property that we'll get to, but really what we want to do is, again, be pro-development, pro-strategic. We will have an agreement for them for any kind of development.

WCLB POLICY CHANGES - HIGHLIGHTS



Again, lease, which you guys have already approved. One of the things we did add is the language about giving them 90-days' notice if we did have some other development that came in. That would give them plenty of time to prepare anything that they're already using the property for.

WCLB POLICY CHANGES - HIGHLIGHTS

Yard Extensions

- ▶ Requester must own/reside in the residence adjacent to the proposed yard extension LB lot;
- ▶ If non-buildable, LBM has authority to sell and report to N/DC Standing Committee
- ▶ If buildable, application will go to SAT for recommendation, LBAB for comment & N/CD

Yard extensions, the biggest change in this is if you want a yard extension, you have to be the owner and the resident of the house next to it. Landlords that want to come in and get property, we will no longer entertain those. There's still an option to lease that property.

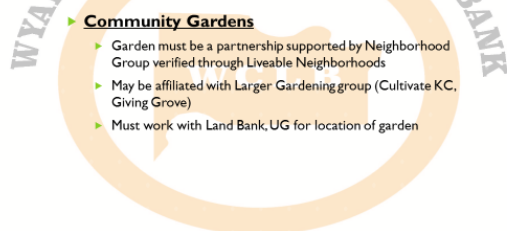
WCLB POLICY CHANGES - HIGHLIGHTS

Land Bank Categorization

- ▶ Non-Buildable Definition
 - ▶ Less than 2,000 sq ft/under 19.99 linear ft (frontage)
 - ▶ flood plain
 - ▶ landlocked
 - ▶ ROW
 - ▶ Undermined
 - ▶ Severe topography

This slide here is our new definition of non-buildable. Anything under 2,000 sq. ft. or basically under 20 ft. of frontage, anything in a flood plain, anything landlocked, right-of-way property, undermined property, or anything with just truly severe topography.

WCLB POLICY CHANGES - HIGHLIGHTS



Community gardens, we're really excited about this. We would like to see community gardens, and we're talking the larger scale gardens here. Work with our Livable Neighborhoods and the neighborhood groups. We'd like to see an association with one of the larger garden groups throughout the metropolitan area. We'd also just ask for some assistance from staff to turnaround and find what's the best location for those neighborhoods to have those gardens.

WCLB POLICY CHANGES - HIGHLIGHTS



Again, we're trying to improve the flow and clarity of the process. We have clarified the role with the Advisory Board. We've clarified some of the recommendation processes. Another thing is, is any property that's transferred into the Land Bank, we will wait one meeting cycle before we ask to transfer that out. That is our request for tonight on the policy changes.

Elnora Teles Jefferson said before I start, I want to say a thank you to Chris. He does a lot of hard work to make this—it's a very complicated process, very involved to try to make it easy and understandable, so thank you, Chris.

August 29, 2019

I am the Chair of the Northeast NBR HNMA and I come to you tonight to request two changes to the proposed Land Bank Policy. The first request is to include HNMA, which is named as an the implemented of the Northeast Area Master Plan as a bonified member of the team that develops Land Bank policies and procedures.

The second request is to eliminate the two-step approval process, which is on page 5 of the policy. A Land Bank application in favor of a one-step approval process that causes the Staff Advisory Team and the Land Bank Advisory Board to meet as one.

Approving my request provides synergy, elevates the collective knowledge level of all, establishes a climate for process innovation, and reduces the time and labor costs. It also provides a more analytical power should issues and circumstances require. Finally, reduce our expenses than you will have in a two-step process.

The two requests comport with the commissioners' five-year strategic plan, specifically Goal 5, increase employee innovation and problem-solving. Goal 6, increase community cohesion.

The approval of the 2018 Northeast Master Plan signal for the first time that an official masterplan was created by Northeast area citizens. Faith and hope in the government process rose and even today, citizens talk about the masterplan with great anticipation. Nearly a year after the approval of the masterplan, tonight's proposed Land Bank Policy and procedures come before you for approval. However, in contrast to the masterplan, the Land Bank Policy is void of current citizen input. Because the majority of Land Bank and vacant properties are located in the masterplan area, there's a connection between the Land Bank Policy and procedures and the masterplan's land use plan.

Currently, using the current zoning rewrite, as an example, the UG formed a steering committee for the purpose of data gathering and validation. Members bring a wide variety of expertise, interest, and concerns to the causes of assuming that the rewrite will be relevant, functional, easy to use, and comprehensive.

Equitable development is an essential ingredient to restoring health, equity-Strategic Goal No. 3. Zoning can be an active player in this process.

While it may be impractical and unnecessary to engage in citizens over many months and monthly meetings to draft updates to the Land Bank Policy and procedures, the exclusion of any meaningful engagement could be an unfortunate oversight. By providing additional information and insight to the customer facing MBR, it becomes more adept to serving the respect of

commissioners' constituency. With gained deficiencies in customer service, reduced UG overhead, and perhaps even more assured is the policy and procedures enacted do not inadvertently cause harm.

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to allow Ms. Jefferson additional time.** Motion carried unanimously.

Ms. Jefferson said neither of my request negatively impacts the purpose of the Wyandotte County Land Bank. To return tax delinquent and distress properties to productive use that benefits the community. The guiding principles on pages 2 and 3, or the neighborhood Land Use planning conformance on page 2. However, granting my request will have positive impacts. It'll raise the knowledge of the NBR in development and other areas. It'll increase the efficiency with which the service area commissioners' constituencies are served, and reduce UG overhead. Finally, hope to ensure the creation of a unified and consistent approach to the disposal of real properties owned by the Land Bank.

Mayor Alvey said I'm wondering, Mr. Slaughter, if this is possible for us to take this into consideration what Ms. Jefferson is proposing. I would certainly need more time to look it over to even know what position I would take on it. I'm not opposed, but I don't understand it enough how this would work. What I would like to see are those two proposals—actually imagine how this would play out and whether it would be conducive to the process.

Mr. Slaughter said I think the way the policy has been presented to you tonight and is written, is HNMA and all the other NBRs are still part of the process. We have created the staff team. We think that's very vital. We also will have more and complete input from the Advisory boards. The plan is all comments, all information necessary will be presented to this Board for consideration and approval. I think we have that covered. I think it's been there. We're just hoping that these changes in this policy strengthen that. Yes, we are always welcoming any input from the Advisory Board. I think we feel that the policy is already set for those recommendations.

Mayor Alvey said my concern in this would be that Ms. Jefferson does not seem convinced that it's been covered. I think that'd be correct. I would rather that we hold this over for another, no. Sorry. What's the problem?

Melissa Sieben, Assistant County Administrator, said can you please recognize Wendy Green, from UG Legal, to explain one of our issues and why it was addressed the way it was in the policy.

Wendy Green, Assistant Counsel, said I'd like to address the last point she made about the Staff Advisory Team and the Land Bank Board joining together as one. Unfortunately, the statutes simply don't allow for that. The statutes are very clear as to what makeup the Land Bank Advisory Board has to be, and that does not include staff. Unfortunately, we can't meet that accommodation. **Mayor Alvey** said thank you. Good clarification.

Ms. Green said the other reason that we're talking about as far as making up the policy, we have to be very careful to be inclusive and not exclusive. A lot goes into that consideration as well. We want to make sure that we're not violating any Title VII issues. Our thought process into what goes behind that was also very thought out. We tried to follow along the rules of the law that we're supposed to.

Mayor Alvey asked would you explain what is Title VII. **Ms. Green** said Title VII is just any type of discrimination based off of gender, based off of religion, based off of any type of discrimination whatsoever. You can't exclude. We just want to make sure that we follow along and try to keep this as inclusive as we possibly can. I think Melissa is getting ready to address that even more.

Ms. Sieben said the other issues with fair housing, also another federal delegation, down to the states to execute in local governments. Again, having the neighborhoods participate is very important, but how they participate. This is just a very slippery slope. I'm happy if you want to set it aside. That does domino to a whole series of issues after this in the weeks and months to come.

What I would suggest is if you did consider passing this tonight, we can come back. We already had some other recommendations from Commissioner Brian McKiernan to address some other things that he wanted to look at. We had already talked to him about sitting down with Rachel Jefferson because she had been at the previous meeting to work through these things. I think if we can do that—but the need to get the update done is obviously important because of several pending requests before this body that have been held off for a number of months.

With what we've put together, I think it's a good step in the right direction. I think some clarification around what Ms. Jefferson has brought forward tonight is important. Those meetings are going to progress based on the standing committee's recommendations to the governing body.

Mayor Alvey said with the commitment to continue to look at other items that might need to be added. **Ms. Sieben** said yes, which includes the issues with not only fair housing, but also Title VII.

Commissioner Bynum said a couple of comments. Ms. Jefferson noted that the majority of Land Bank properties currently are in Districts 1 and 4. That comprises two of the four districts in the at-large district that I serve. That is of importance to me, an interest to me. I can understand the desire for a voice. Districts 1 and 4 are basically the boundaries of the Historic Northeast Midtown Associations, so I understand that. I have a number of items myself in the policy which I'm sure doesn't surprise anyone.

Two of my four districts have the majority of the Land Bank property, yet I do not sit as a serving member of the standing committee that meets on this item or votes on these changes. When the committee met last, I was trying to livestream it because I wasn't able to be there in person. I appreciate Commissioner McKiernan saying he still believes changes are in the works and need to be made. I would echo that because I've got a whole document full of them. In terms of nothing overly dramatic, but just questions about certain words. Also, a general concern that we do not lose the neighborhood level voice within the Land Bank Advisory Board.

I know watching it livestream, Rachel Jefferson had made a comment that night about changing a shall to a may. Those tiny little words mean big different things. I see on page 5; Land Bank Advisory Board may advise the Board of Trustees. I would also agree that should go back to being the word shall. I have lots of other questions and comments like that.

Action: **Commissioner Bynum made a motion, seconded by Commissioner Kane, to approve the policy in its current form knowing that at the standing committee level, that chair did request the ability to basically see and utilize this as a living document that twill change. Commissioner Bynum said I guess I would, for the record, within my motion make the motion to approve and note that it is a living policy document that we all agree, upon approving this, will change.**

Commissioner Bynum said I would ask, if the appropriate way for me to participate in that is to attend that standing committee meeting, or what is the best way for me to participate in the crafting of the policy from here out?

Commissioner Burroughs said will that be—you said the living document will, it will be a may, a shall, or a will? **Commissioner Bynum** said in that case, will. **Commissioner Burroughs** said I just wanted clarification.

Commissioner Townsend said I did have a comment. As a member of that standing committee, not the last, the very last meeting, but the time before that when these changes were first put on the table, I know quite a bit of discussion. An explanation from Mr. Slaughter and counsel was about the role of Advisory and all that. At the heart of it, I did believe that there was no chance of loss of the voice of the community. I think it was made clear and Counselor Green, I think, addressed this issue a few minutes ago about the role of Advisory.

I think all of our ordinances are living documents. I don't know that has to be said because as the needs of the community changes or concerns arise, we're always free to go back and look at those and parse over them again if we need to.

I would support the passage of this. Whether it will or won't change, depends on how we look at it later, but all our documents are living documents.

Roll call was taken on the motion and there were seven "Ayes," Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 19893...LAND BANK BUSINESS: NORTHEAST HOLD AREA LIFT

Synopsis: Request to lift the current hold on all Land Bank properties within the boundaries of the Northeast Master Plan area, submitted by Chris Slaughter, Land Bank Manager. On August 19, 2019, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Action: Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 3 – 19894...LAND BANK BUSINESS: APPLICATIONS

Synopsis: Request consideration of the following applications, submitted by Chris Slaughter, Land Bank Manager. On August 19, 2019, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

1109 State Ave. - Leon Means, yard extension
 1051 Ella Ave. - Maria Hernandez, yard extension
 1508 Armstrong Ave. - Maverick Rodriquez, yard extension
 2436 S. 18th St. - Michael Walker, yard extension
 717 S. 19th St. - Ahmad Noory, yard extension
 1043 Armstrong Ave. - Gobe Corporation, Inc., yard extension
 1129 Osage Ave. - Hector Gonzalez, property acquisition
 1258 SW Blvd. - Israel Garcia, art garden
 20 Kansas Ave. - Pillar KC, LLC, new construction
 1824 N. 13th St. - M Star Holdings, LLC, parking lot
 1308 Wood Ave. - M Star Holdings, LLC, parking lot

Action: Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 4 – 19895...LAND BANK BUSINESS: SALE OF FORMER WHITTIER SCHOOL

Synopsis: Recommending the sale of the former Whittier School, 290 S. 10th St., to KC Casas, LLC, who plans to rehab the building for apartments and retail business, submitted by Chris Slaughter, Land Bank Manager. On August 19, 2019, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Action: Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 5 – 19896...LAND BANK BUSINESS: TRANSFERS FROM LAND BANK

Synopsis: Request consideration of the following transfers from the Land Bank, submitted by Chris Slaughter, Land Bank Manager. On August 19, 2019, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

2521 Hiawatha St. to Community Housing of Wyandotte County

2523 Hiawatha St. to Community Housing of Wyandotte County

(These properties are part of the YouthBuild KCK Model Block Project to support neighborhood beautification and the building of safe and affordable housing. CHWC will be the non-profit home builder for the project.)

Action: Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

ITEM NO. 6 – 19897...LAND BANK BUSINESS: DONATION TO LAND BANK

Synopsis: Request consideration of the following donation to the Land Bank, submitted by Chris Slaughter, Land Bank Manager. On August 19, 2019, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

271 S. 12th St. (vacant lot) from Robot Automation Integration, Inc. c/o David Heaston

(Bought property at tax sale and was going to resell property. The deal did not proceed and owner states he cannot take care of property. Property has back taxes from 1988 totaling \$5,078.05).

Action: Commissioner Murguia made a motion, seconded by Commissioner Markley, to approve. Roll call was taken on the motion and there were seven “Ayes,” Bynum, Burroughs, Townsend, Murguia, Johnson, Kane, Markley.

**MAYOR ALVEY
ADJOURNED THE MEETING AT 8:32 P.M.
August 29, 2019**

Carol Godsil
Unified Government Deputy Clerk

mbb

August 29, 2019

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL SESSION, THURSDAY, AUGUST 29, 2019

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, August 29, 2019, with seven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; and Alvey, Mayor/CEO; presiding. Townsend, Commissioner First District; McKiernan, Commissioner Second District; Walters, Commissioner Seventh District; and Philbrook, Commissioner Eighth District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Carol Godsil, Deputy Unified Government Clerk; Gordon Criswell, Alan Howze, Emerick Cross, Assistant County Administrators; Renee Ramirez, Director of Human Resources; Shakeva Christian, Manager in Human Resources; Bonnie Bloesser, Human Resources Management Analyst/Benefits Administrator; and Officer Jay Doleshal, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Bynum, Burroughs, Murguia, Johnson, Kane, Markley, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, August 29, 2019, at 6:00 p.m. in the 5th floor conference room of the Municipal Office Building for the Road to Wellness Annual Review followed by the Pre-Priority Base Budgeting (PBB) Preview.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Alvey said tonight we have two presentations. The first will be the Road to Wellness Annual Review followed by a Pre-priority Base Budgeting Preview.



Doug Bach, County Administrator, said this year we did want to come back from an insurance perspective what we provide to our employees. We are a self-insured program that we go through. We go through many different initiatives that we work on annually. We have an Employee Benefits Committee that comes back and makes recommendations to our Human Resources Department and myself each year which I'll bring forward as far as directions we want to go and sometimes, we can and sometimes we can't go in those directions.

We've had some major initiatives in the last couple of years, one being we built our new health center which is featured in the picture upfront. This year we wanted to come back before the Board and give you an update as to where we are and how the performance of the overall program is.

We spend around \$30M annually in our Employee Health Insurance Program. With that, I'm going to turn this over to our team. Renee Ramirez, our Human Resources Director, is leading the presentation.

Renee Ramirez, Director of Human Resources, said this update is going to be on the Road to Wellness Employee Health Center. The Employee Health Center is one of strength that we have as an organization and one of the benefits that we offer to our employees that we're very proud of.

August 29, 2019

We've been doing this now since December 2016. While this was a huge initiative and a risk for our organization to take, I think as we go through the presentation the results will show that this was a great decision for our organization and a great decision and benefit for our employees.

Today's Speakers



Tony Sun, MD
Senior Medical Director
UnitedHealthcare



Marian Govreau
Senior Strategic Account Executive
UnitedHealthcare



Michael Margherio
Executive Director
UnitedHealthcare



Mandy Ferrel
Health Center Area Manager
Cerner



George Vielhauer
Road to Wellness Pharmacist
Cerner



Lindsay Freeborn
Population Health
Management Strategist
Cerner

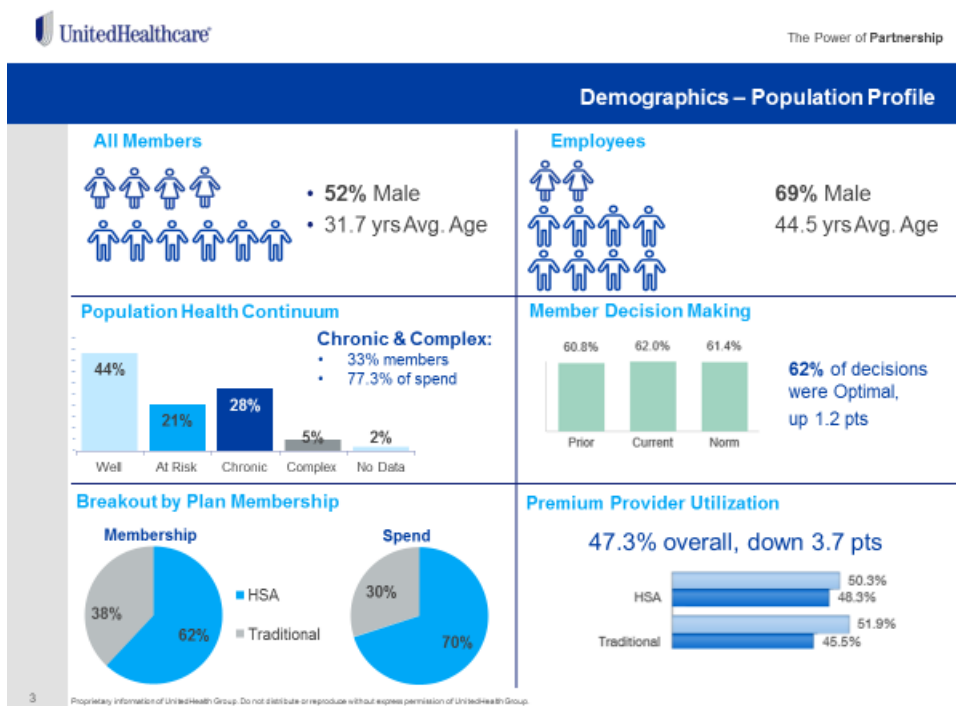


Doug Anderson, MD
Road to Wellness Physician
Cerner

2

This evening with me I have several members from the United Health Care team and the Cerner team who will go through the presentation.

Marian Govreau, Senior Strategic Account Executive, United Healthcare, said the slides that we will be reviewing is really an overall a great snapshot of the performance of the self-funded employee healthcare plan the Unified Government offers to your constituents here, to your employees.



The first slide is really a demographic slide so I kind of wanted to set the stage. So, what's the demographics of the members that are covered under your plan, your employees, and then just do a quick highlight of some of the information and then Dr. Sun as well as Michael Margherio will have some additional details too on the next few slides.

When you look at the top left, you can see all the members that are covered by the Unified Government Plan. There are about 5,000 members but that means bellybuttons, so spouses, every child is counted and on the right the number of employees is about 2,100 that have elected coverage under the Unified Government plan. Both categories, males are the highest percentage in the groups and you can see the average age.

When you look at your Population Health Continuum, which is important to look at, we look at this every year, we see where the risk is shifting and then you can see at the end of our presentation, we have recommendations that we have put together collaboratively with Renee and her team as well as the Cerner team and looking at the recommendations we have for the Healthcare Plan going forward in future years.

When you look at the Population Health Continuum, you can see 44% of your members are in the well bucket meaning they're well, they don't have any chronic illnesses, they are taking care of themselves, they've got good health. You can see about 21% are at risk, so they've got some kind of a condition that perhaps they could be pushed into that chronic condition bucket,

that's about 28% of your members. About 5% of your members have complex health conditions and when you add the chronic and complex together, you're looking at about 33%, so about a third of the folks that are covered by your healthcare plan and those represent about 77% of the overall spend and you just said we're spending about \$30M a year on the healthcare plan.

That's what we really want to focus on, is getting those members engaged in making good health care decisions and being able to take care of themselves, have the right tools and resources to make good health care decisions, to have them not move to the right in the Health Continuum, hopefully, move to the left or at least stay where they are rather than becoming larger claimants. We want them to be healthy. Everybody is happier when they're healthy and we have great tools and resources to help with that.

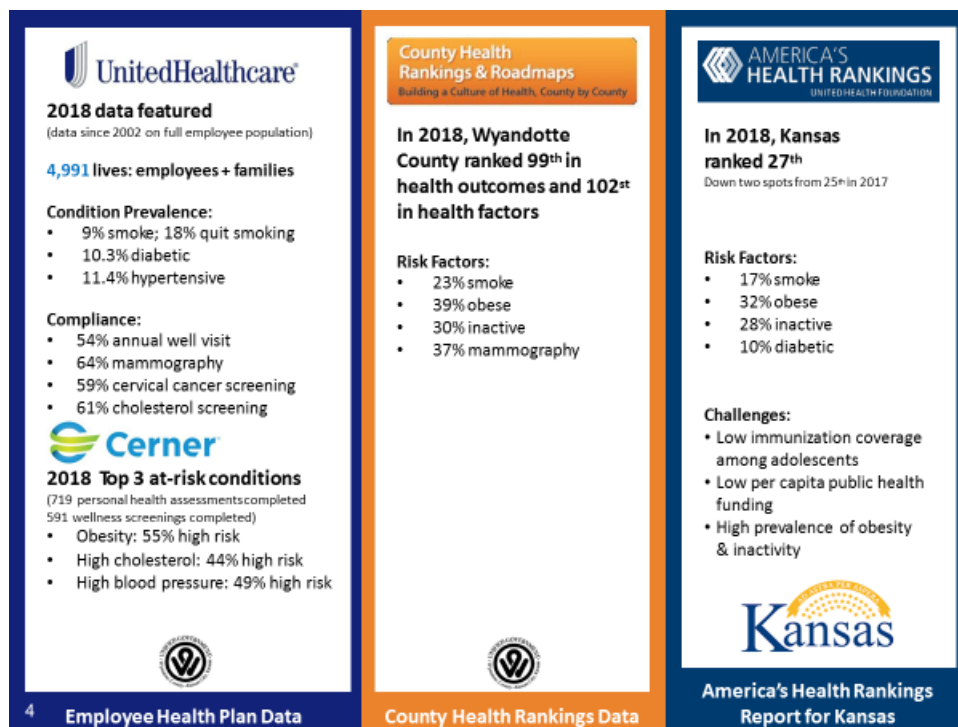
When we look at Member Decision Making, that's when folks had a decision to make on what provider to use, what type of care to use, there are lots of resources that United Healthcare has, treatment decision support.

The Premium Providers, you might be familiar with that, that's our high performing, high quality and efficiency providers; are people making good health care decisions when they can, when they have that option and that choice. You can see with the Unified Government, the prior period, which is 2017, about 60% of members were making optimal health care decisions and that increased 2% in the current year which is this data 2018. Compared to normative data the Unified Government plan is really higher than the normative data that we're seeing for United Healthcare's book of business.

You may recall in the bottom left, there is a breakout of Plan Membership. Your employees are offered two different healthcare plans. You've got the HAS Plan, so your Health Savings Account Plan, and then you've got the Traditional Plan. You can see the percent of the membership and how it correlates with the spend on those two plans.

I mentioned Premium Provider Utilization, the premium providers, if you recall, if you go on to myUHC.com or you use the Health for Me app that members have access to, the premium providers are those that provide good quality and efficient performance. They may not be the cheapest providers, they're the ones that provide the best outcomes because we want people to go to providers with the best outcomes. When your folks are able to chose a premium provider, about 47% of the time they are doing that. That's something we continue to promote during the Health Fair that's coming up in October as well as the open enrollment meetings that are in October

because we want people to make those really good health care decisions to help them be healthy and stay healthy.



Okay, I love this slide, it does a nice job of comparing. On the far left is the United Government Plan so that's the data from your actual plan and you can see the data on the bottom left too from the Cerner data. In the center is the County Health Rankings & Roadmaps that is published on an annual basis and so we've included that there. On the far right is America's Health Rankings when you're looking at states and so that's the State of Kansas data.

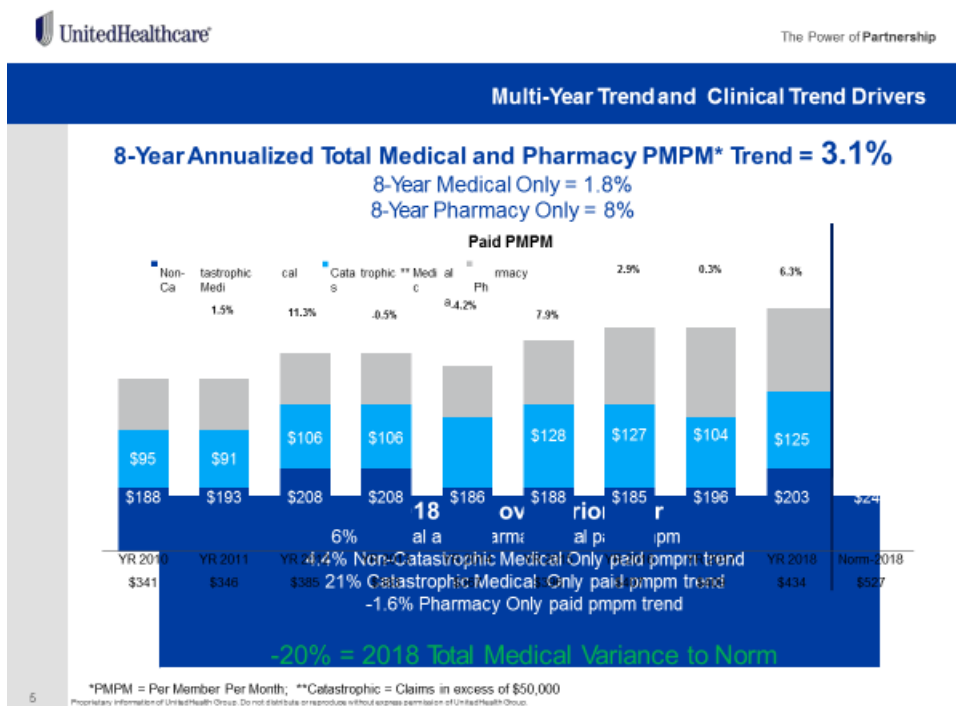
When you're looking at the Unified Government data, the one that really jumped out to me is the Condition Prevalence is that you have 9% smokers and you've got 18% of your members who have quit smoking. That's phenomenal. That's really good and that's been a push that we've done, Smoking Cessation, when Cerner does the Health Coaching with members, we talk about smoking cessation. You look at the risk factors in Wyandotte County itself, 23% smoke, so your members are much—you know have half of that compared to the county and then when you look at the state, you've got about 17% that smoke. Those risk factors are what we want to try to mitigate and you will see that in Dr. Sun's data too when he is talking through some things that we can do to help employees become healthier and make those good health care decisions.

When you look at Compliance, so, for the Unified Government data 54% of your members have annual well visits, 64% have had mammograms, and then you can see the cervical cancer screening and the cholesterol screening. Those are good when you compare those to the normative data, but we would like to see 100%. Those that need those screenings, let's get everybody pushed to get those screenings and so that's something too in collaboration with Cerner that we've continued to communicate to make sure people get those screenings.

On the bottom left on the Top 3 at-risk conditions, during the health assessment, the personal health assessment, you can see obesity, high cholesterol, and then the high blood pressure. All of those are being touched on at the clinic during the well visits and sick visits as well.

Brian Johnston, Consultant for the Unified Government for the plan, said I have worked with the plan for a number of years. Just a couple of things to highlight on this slide and the one before it. First of all, when you see the statistic at the bottom talking about obesity that's 55% high risk, that does not mean 55% of the organization is obese when we compare that against the state averages and those sorts of things. What that means is, of the Cerner data that they have, which is a much, much smaller subset for the organization as a whole, roughly a third of the population has gone to Cerner for services and have gone through the assessment. It's a skewed percentage in this particular representation as far as the percentages themselves, but it's a fair reflection of the three high risk categories that we want to try to control.

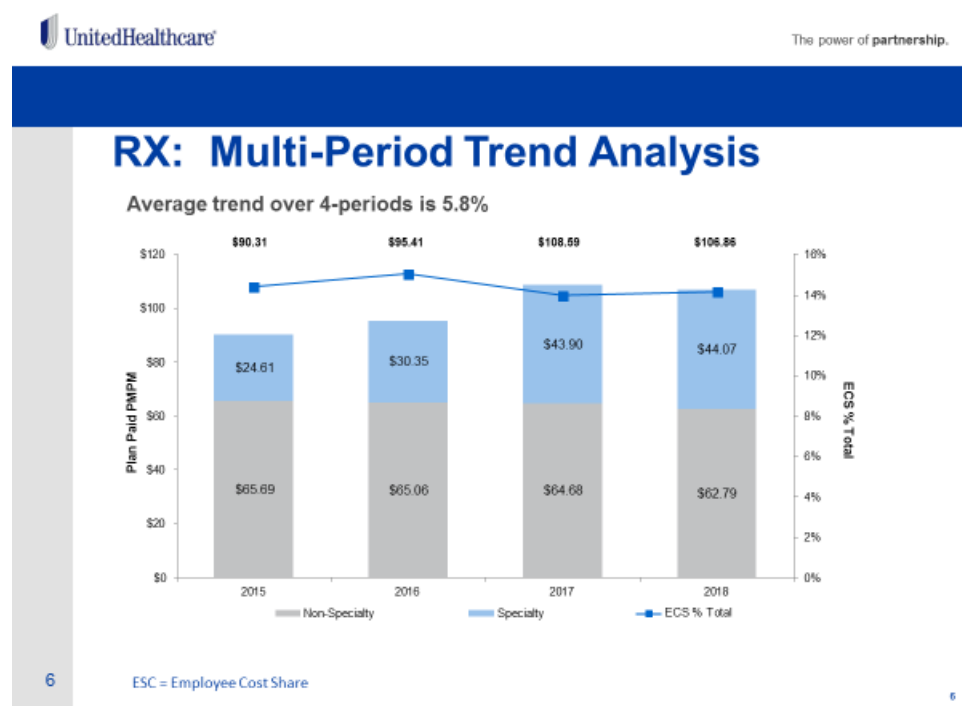
To that point, the slide before where Marian was talking about 33% of the members are 77% of our overall spend of costs, that's actually a fairly good percentage when we look at national data because on average nationally you have roughly 20% of your membership that has roughly 80% of your total cost. What that means is, we have less people who are high risk or sick than what comparatively the norm is out there outside the Unified Government. We have people that, generally speaking, have lower large claims, lower catastrophic illnesses than what we see elsewhere and that's, we think, attributed to a number of things and you will see more data about this throughout. We've had a number of efforts in place where we've been engaging people more and getting them to control their wellness and their behavior better which I think long-term will continue to help us. So, just trying to give context of this information as we then go to the next several slides.



Ms. Govreau said this slide represents an 8-Year Annualized Total Medical and Pharmacy and then PMPM is per member per month, that's how we compare our plans to our normative data. You can see the Unified Government's data compared to normative, which is kind of cutoff on the right. You can see it on your handout. When you look at this, you can see how the trend data trends meaning inflation for the eight years of the Unified Government Plan is right at 3% and even though that is a little bit of an increase each year, it's much less than what we're seeing on an overall national basis. That's closer to say 10% inflation and so for the Unified Government Plan to have that trend only at 3% is really remarkable. It's really showing that you're helping control spend, members are getting engaged, we're seeing that increase every year and so the more we can continue to promote that and get folks involved in their health care making decisions, and making good decisions, we'll continue to see that trend hopefully being less than what we're seeing nationally across the United States.

The far right, as you can see, the normative data for 2018 is \$527 per member per month compared to the Unified Government Plan which is \$434 and so you can see in the green at the very bottom the Unified Government Plan is really 20% less than the norm when we're comparing you to the normative data for other government entities. I think that's a really good statistic to have.

Mr. Johnston said this is something that we're particular proud of as a group because of the fact we've been able to essentially have a flat trend for a plan of over 2,300 people for over eight years. That's almost unheard of in today's world. You hear all the statistics all the time about the ever raising cost of health care and this plan just continues to do a great job of managing costs and the committee does a really, really good job of understanding how to continue to stay ahead of the curve and try to continue to push the programs and the efforts of trying to continue to keep the healthy people healthy and help those that are not maintain a better health. This slide gets a little jumbled here, but in your materials it's pretty clear that this is just a pretty remarkable trend that we've seen over the last several years.

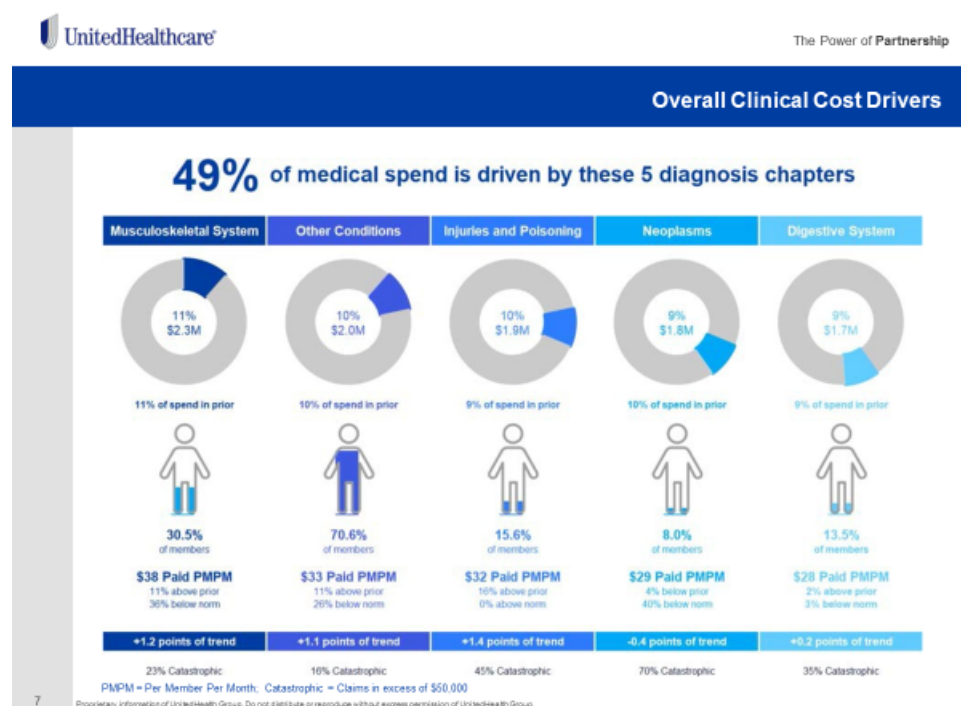


Ms. Goveau said when we move to the next slide, we just slide out pharmacy by itself. The previous slide was medical and pharmacy combined. Pharmacy has always been in the news. You hear about pharmacy in the very large increases pharmaceutical companies have, new specialty drugs are being released and so this shows your average trend for the Unified Government Plan. Again, trend is inflation for 2015 through 2018 so for four years is less than 6% which is also much less than the national norm of closer to 10-12%, things like that for trends possibly even higher.

You will see on the far right the employee cost share. It's important to look at what percentage of the pharmacy claims are the members—are your subscribers, the employees paying and you can see about 14-15% overall, that's the employee cost share.

Specialty drugs, those are those drugs that are advertised quite a bit on TV, the Enbrel's and things like that. You can see that's the grey shaded area on the bottom and then the non-specialty then—and then the specialty is up top there.

Mr. Johnston said, again, this is something that we look at very closely, particularly the specialty drug cost because that's where a lot of the cost drivers are in today's world. The fact that we've been able to maintain a fairly flat trend on those costs is a testament the way the plan is designed and the education how to properly manage the program and ask the right questions about am I on the right medication, is there something that's cheaper that I can take in the alternative.



Michael Margherio, Executive Director, United Healthcare, said you heard Marian talk about the plan as a whole. What you're going to hear from me and from Dr. Sun are slices of the plan, so we're going to look at subpopulations. If you look at page 7 here, what we're showing you are the top five broad categories of diagnosis so we call those diagnosis chapters. You see across the top there that these top five account for right about half of your total spend. Starting from left to

right, Musculoskeletal, everything that goes on with spine, joint, knees, and backs falls into that category. I think what I would draw your attention to down towards the bottom is, again, a comparison of year over year so 11% above prior but 36% below the norm so other municipalities that we have in our book of business.

The second category maybe requires a little bit of a description. What does it mean when we say Other Conditions? This is actually—we like seeing this in the top five. This is all the people going to get their wellness exams and their flu shots and the day-to-day things that you would want people to go do as they make those healthy decisions. Seeing this in your top five is good because it means it's not being pushed out by some other set of chronic conditions or chronic disease.

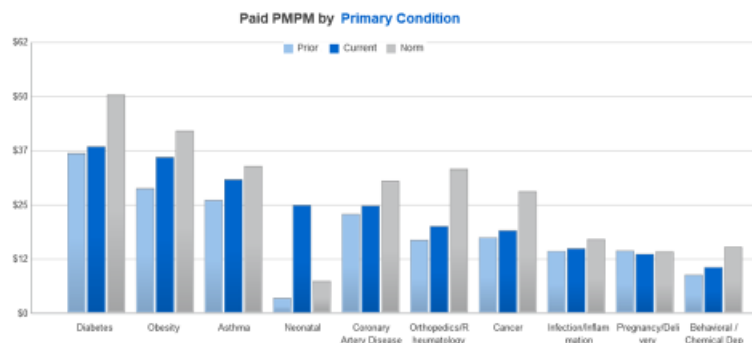
Injuries and Poisoning, usually a lot less on the poisoning side, but injuries is broken bones and things that people go to the hospital and doctor for. Again, what you see across the bottom, a little bit of increase year over year for most of these, but most of them are considerably below norm.

The fourth bucket is Neoplasms, that's cancers. You see there—Dr. Sun will talk a little bit more about how that drives costs, but, again, a little bit lower year over year but considerably below the norm. I think one of the things that we've talked about a lot is educating people on what screenings are available. You catch cancer early in 2019, you can manage it very closely and get good outcomes and get over it. If you catch it late, you can have really bad life experience, really high cost for the health plan so trying to educate people on how to get those screenings, talk to them about what is right for them in their age bracket and age range.

Clinical Cost Drivers by Primary Condition

Diabetes is the top primary condition by cost, and third highest in prevalence.

- 51% of diabetics are getting HbA1c screenings as recommended, below norm of 56%
- 18% are getting recommended eye screenings
- 76% are getting Kidney screenings



8

Proprietary information of UnitedHealth Group. Do not distribute or reproduce without express permission of UnitedHealth Group.

I'm going to flip to the next page so when we dig down a little bit deeper, so instead of looking at the broadest categories, now looking at specific conditions. What we find is diabetes is the highest prevalence amongst your population. This is not a huge surprise. Unfortunately, it is becoming true for the entire United States population, but what we're seeing here in those three blue bullets that I think are concerning and, again, Dr. Sun will address a little bit more, only a little bit more than half are getting the screenings as recommended. Only one in five are getting eye screenings as recommended and about $\frac{3}{4}$ are getting kidney screenings as recommended for diabetic population, so a lot of work to do in this space. I think that one of the things you'll see, I think, Marian called out the obesity prevalence and Brian commented on that. Diabetes and obesity are almost inexplicably linked and so managing one helps to manage the other. I know that's something we're looking at with Cerner and the Health Center as well.

Disease Progression

Disease Progression and the Cost of Doing Nothing:

- 298 adults (11%) deteriorated to higher state of health risk in the current period ~ \$1.1 M (9.4%)
- 241 adults (8.7%) expected to progress to higher state of health risk in next period ~ Cost \$1.3M (11%)
- **23.5% faster adult progression rate** in prior period than expected
- Obesity and Diabetes are also directly correlated

Diabetes is the top primary condition by cost and prevalence

Diabetics = 10% of claimants and cost more than 3x's as much as non-diabetics:

Average Diabetic = \$13,267

Average Non-Diabetic = \$4,223



Dr. Tony Sun, Senior Medical Director, United Healthcare, said as you can see in the past, we have talked quite a bit about the disease progression and for some of you who have not heard me speak I always tell folks about this progression, it's just sort of a silence tsunami that we need to really put our attention to because the cost of doing nothing is great, it's a huge deal for that.

As you think about 11% deteriorate to a higher state of health risk and the costing up to \$1M and that's already 9.4%. It doesn't take very many. It takes about 200-300 folks and then also expect to progress even higher in the next period, so another additional \$1M, so therefore, totaling up to about 23.5% faster in this progression.

We have spoke about how we can slow that progression down is really being aware of the fact that obesity and diabetes is directly linked. We're not talking about the hereditary diabetes type, but the type that is linked to overweight. As we become overweight, we cannot make enough insulin to counteract the weight that you have and so, therefore, the sugar goes uncontrolled. You're going to hear me again and again, diabetes is one of our biggest epidemic linked with obesity.

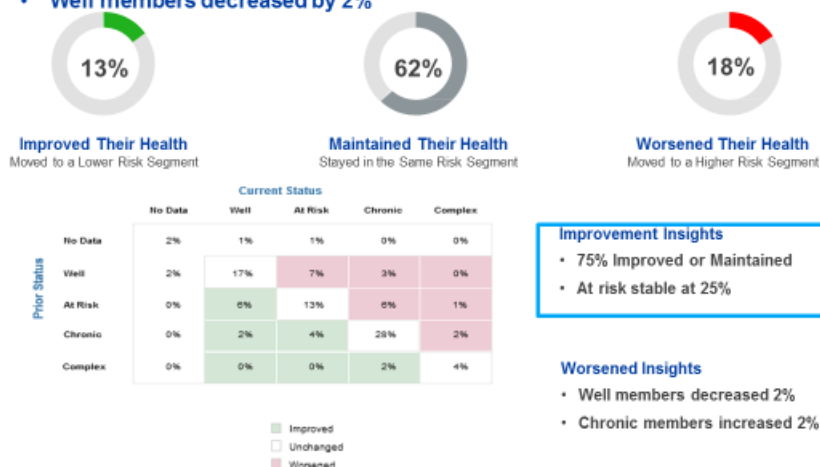
What does that also calculate to in regard to care? On average diabetic costs over \$13K but if you think about non-diabetic in those similar diseases, it's only about a third which is about \$4K.

If you look at the population on the bottom left, obviously, you have quite a few folks who are healthy but you have already seen that progression moving toward the 400 or so that already have some metabolic problems that could lead to diabetes and have high cholesterol, high blood pressure. You have some that are already in diabetes but also you have some severe diabetics that has other complications that's related to diabetes as we speak today. Again, progression is important to us.

Mr. Johnston said just a real quick note on that, if you go back one slide before this, these two kind of work together; so, the one other point to make on this is if we think about this is kind of our 77% spend of those with these serious illness situations—and the good news here is—partly, is at least the two top areas of risk and health conditions, diabetes and obesity are both controllable whereas we can't really control cancer or other types of things. The good news for us is that we have something that we can do about that. It's a very, very slow train and we've been on it for a number of years, but it is improving on an overall basis, so that's why we will continue and you will hear more and more about how we're continuing to target diabetes and obesity as being things that can really do more at with education and getting more engagement through the clinic and otherwise to truly control those things. If we can do that, and Dr. Sun can certainly talk more about it than I can, as far as if we can control obesity, we can control diabetes and if we can control diabetes, then we can also control the other more serious illness situations that can occur thereafter.

Health Continuum Migration Impact¹

- 75% of members have improved or maintained their health
- Well members decreased by 2%



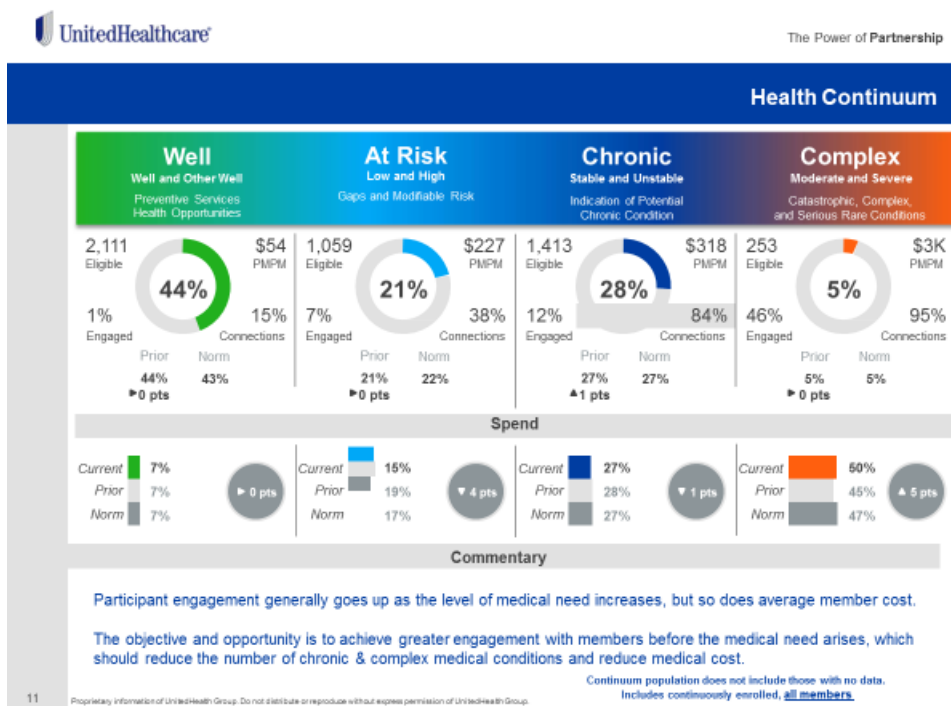
¹Health Continuum Migration limited to continuously enrolled Adult members

10

Proprietary information of UnitedHealth Group. Do not distribute or reproduce without express permission of UnitedHealth Group.

Dr. Sun said you already heard a little bit of discussion in regard to the health continuum and how that could impact their health. So, 75% of the members already have improved and maintained their health. Again, I want to congratulate that. This takes work. This is not something you just do one time and be done. This is ongoing. I was joking with the Mayor earlier in regard to that means eating healthy. That takes intentional effort, that means buying healthier food, making the right options, making the healthier option, the easy option for folks.

Then, how do we really begin to impact that 18% that worsened their health and moving them more towards the left. You've got to continue to care, move the curve to the left because the more we can do that and maintain their health is, again, a road to wellness.



This is what I call the Well, At Risk, Chronic, and Complex. If you think about those four categories, as Brian alluded to, if you add up the worsened of the two which is about one-third of the population which is spending way over close to 77% of the spend, how do we shift that to the left. We have done quite well on the Well area. I think we can do a little bit more. I encourage the commissioners as well as all the governments lead by example and I talk to our folks as well into our UnitedHealthcare because we often test various ideas with our own employees. I have to earn my own points too, so you've got to lead by example in that regards and I know the Mayor is being gracious already to discuss with us some of the things that we can do on diabetes. We're very happy for that, shifting as much as possible of the Complex and Chronic into either At Risk and Well. I would love to come back and talk to you guys as we progress and see if we can keep the Well at you know 50%, just get 1% at a time and you can see some tremendous work in those regards in shifting that.

Of course, there's always going to be Complex diseases, cancers or catastrophic that we have no control. That's why we have insurance to protect the most important asset of a person in a community is their health. We're going to need insurance for that but how to shift that to the left is crucial for us, so therefore, I want to applaud the plan as well as the Unified Government for the work well done. I always say the work is never done, you want to keep going, so participant engagement is very, very important especially as we age. I see myself and I see my parents

August 29, 2019

engaging those healthier behaviors, counting your steps, even 20-30 minutes a day could be very, very important to you but also how do we achieve some of those things as medical need arises. That Chronic and Complex condition is very much behavior driven so if we can modify our behaviors, and it's hard to do, it takes efforts every day to think that way.

I do think I want to leave you with a little bit of a silver lining or a little bit of a positive thinking. My daughters, they inspire me because of the fact that every day they will remind me, daddy, have you had your two portions of fruit and two portions of vegetables, have you had enough of appropriate proteins, have we lessened processed foods, so I do think for our younger generations as well as our current generations, we can do so much better.

We appreciate the commissioners invitation here today and I'm sure we will be here to answer questions.

Mr. Johnston said one last thing that I'll wrap-up with and then we will move on to the segway to the next step which is if you look at this slide, there's a lot on it, but there's really a couple of things that I really see that speak out pretty clearly. You see the percent of employees that are engaged so on the left side the good news is we have 44% of our population that are well, but we have 1% engagement with the employees of that basis whereas if we go to the right, we have our Complex and our seriously ill situations 46% engagement. That makes sense. If you're sick, you're going to probably be more active with trying to listen to somebody and try to get better because you don't want to stay that way. Again, we want to try to keep pushing more engagement at the Well category that then never get into the Complex situation.

The other thing is to kind of highlight that from a numbers perspective. If you see the \$54 PMPM, per member per month, that's what a well person essentially costs the plan on a monthly basis whereas if you go to the right, the Complex serious situations, you have a \$3K per member per month and the disparity between number of people who are in each of those categories, again, we've got to get much, much more engagement. Even still we're doing a great job but we've got to get more engagement with people in their healthy behavior so they can stay that way. It's always a challenge to get that sort of engagement anywhere we go, but the unique asset the Unified Government has to help us with that engagement is the clinic. We're trying to continue to push more and more effort through the clinic so that people can get engaged with a provider,

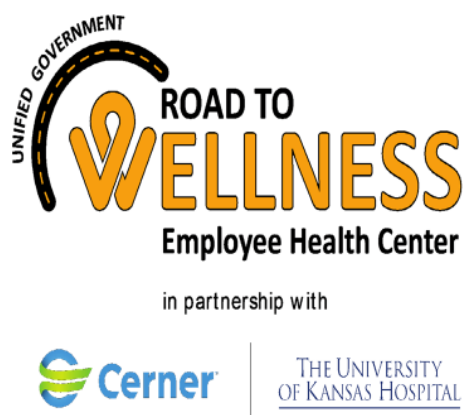
with the doctor, with the pharmacist to help that process while they're still healthy so that we can be able to offset those things long-term.

We'll let Cerner pick up part of the story from their perspective and then we will wrap it up with where we think we're headed from here.

Mayor Alvey asked can I have a clarification. What did Connection refer to? Are those office visits or connections to doctors, service providers? The 15% Connections under Well, it says 1% Engaged, 15% Connections. **Ms. Govreau** said Connections are reach out. We connect with them somehow, not Engaged yet, but you are connecting with them. **Mayor Alvey** said it's not them connecting with you, you're reaching out to connect with them. **Dr. Sun** said it's a highly engaged group when they get to Complex. We want to make sure no member goes untouched especially when they are very ill.

Commissioner Murguia said the data is great and the clinic sounds—I hope I fall into that 1% of well people that don't go, but I probably should. I have a question about your standards. In here you said something about you measured activity level. Some of them are bad but they look relatively decent, the statistics of our employees, but I'm curious about what the standard is. You mentioned in one of these slides activity level. What constitutes a healthy activity level, what is your standard there? How do you determine that? **Dr. Sun** said the CDC encourages frequent cardiovascular exercises. I assume those are type of a physical activity that we would like to do at least 30 minutes a day five days a week. Again, it could be in variations of those sorts. I was also making comments, it's not just about activities, but there are things you can do throughout the day in keeping those activities up. **Commissioner Murguia** asked is it self-recorded or somebody is telling you I workout three times a week or I workout seven days a week, whatever they're telling you. They're saying they don't workout at all? **Dr. Sun** said it depends on what they report on their HR app. It is a self-recorded health risk assessment. I know there is always some flux in regard to what they report and what is the truth in that regards. **Commissioner Murguia** said you're looking at them and they say they are working out a lot and you can usually tell. **Dr. Sun** said we would trust—**Mr. Margherio** said its self-reported data and the point I would make about that is that one data point in this large bucket of data that some of this is retrospective from claims. I think Cerner will talk a little bit more about the health assessment and what's self-reported, but

then it builds the picture of where is the whole population and where is the best spot that we can engage to make that difference. To Brian's point, some of these are chronic conditions that can be avoided with the right behaviors, with the right decisions, and so that's what we're really trying to drive to is where can we make an intervention. Then to Dr. Sun's point, there are going to be some cancers where maybe we can't make that intervention and we're just caring for people once they have that disease. **Commissioner Murguia** said interesting.



12

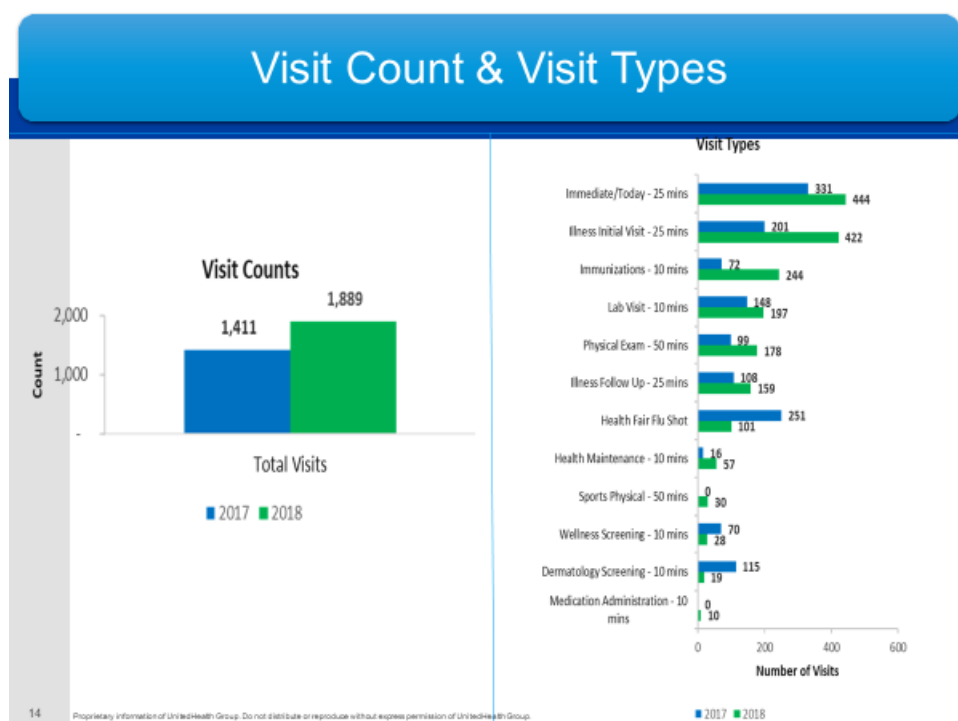
Mandy Ferrel, Health Center Area Manager for Cerner, said now we're going to get into the portion of the folks that are going to be considered utilizers of the Cerner services, so whether that's the Health Center, the Wellness Programs, and whatever educational type of outreach events. We're really going to dig into that population specifically.



13

Overall, we partner very well with United Health, with a lot of their great programs that they're offering. Between the clinic and all the programs that we have at Cerner we also are promoting their programs as well and collaboratively you are providing a lot of great resources for your employees to stay healthy.

This is a great screenshot of some of the different programs, some of the different resources that are really at your members fingertips to be utilizing.

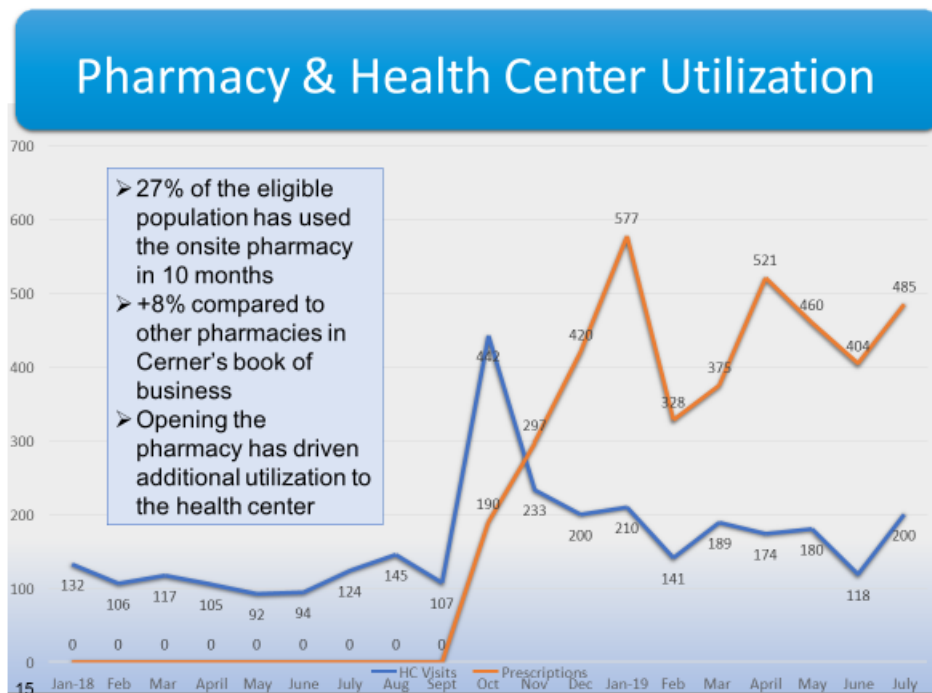


The clinic itself opened in December 2016 so I don't have that 2016 data in there because it would be very minimal. It was only open one month out of that year. If we look at 2017 over 2018, you do see an increase in overall visit counts by over 400. If we look at the visit types, what we're used to really seeing in the majority of clinics that are in our book of business is in the beginning a lot of people come to us for the first time for more of an urgent care same day type need. It's close in the vicinity to where they're working that day, they heard about it, they're going to go check it out and once they come in and really experience what the clinic and providers have to offer, they realize there are a lot more services. Typically, through that first experience of a same day clinic then they're interested in potentially moving their PCP to us or utilizing us as a PCP, which they don't have to, we collaborate with PCP's out in the community as well. They get to learn a lot more about our services and utilize us in other ways.

We have seen—if you look at physical exams, that's a good indicator of people who are trusting us with more than just that same day type need, so from 99 to 178 in the second year and we're seeing that number grow even more this year.

When we met about this data earlier the column under Dermatology Screening, so why is it so much less this year than last year? We actually are kicking off screenings. We are going to do the first Wednesday of every month, a dermatology screening day, we have a provider that's going to be at the clinic. They are also going to go to different locations, different offices, and we

are going to market that and promote that and get those screenings up, so that's something we're focusing on for our last quarter.



Many of you probably know that we opened up our on-site pharmacy as part of the Health Center last October, so we haven't even hit a full year yet, but we're really seeing great traction. What we've seen is that utilization of the Health Center has actually almost doubled since opening the pharmacy. We are seeing that the pharmacy is driving business to the Health Center and, obviously, the Health Center is also driving business to the pharmacy. A lot of great feedback from members, we can save them a lot of money.

If you look at this, you can just see utilization overall how it continues to grow. I will point out that there is a dip on the prescription so if you see January of 577 and then it went down to 328, that's because we got approved for 90-day fills which is great. So, any maintenance medication, we then started filling at 90 days so they don't have to come back every month. You see a dip; however, the utilization is still there, that makes sense.

Twenty-seven percent of the eligible population has used the on-site pharmacy in the last 10 months. If you think of that, that's actually 27% of the entire eligible numbers, so not everyone is on a prescription, so that's a pretty high number. I'm actually comparing that to another book of business that we have in pharmacy for Cerner and that's about 8% higher compared to the other

book of business in the first year. We are seeing quite a bit of growth in the pharmacy business which is great. As I talked about, opening the pharmacy has driven additional utilization.

I'm going to turn it over to Lindsay and she is going to talk about Wellness Incentives.

2019 Wellness Incentives

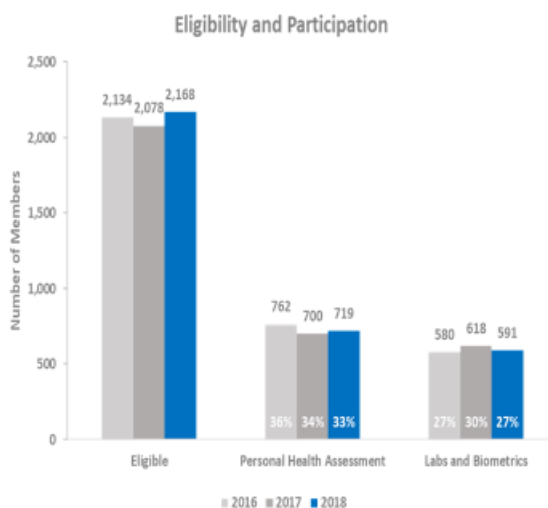


Lindsay Freeborn, Population Health Management Strategist for Cerner, said this just shows the actual Road to Wellness Incentive Program that we have. There's, obviously, four steps in the program utilizing getting your Core Requirements done, so that's where that health assessment comes into play for that perception of health of a person, whether I workout three times a week, that's where we're getting that data from that are engaged in the program. Then, getting the verified labs and biometrics completed and then identifying with a PCP.

Then you move on to Step 2. You can earn points that in turn turns into dollars which the member can earn up to \$600. I will go into the breakdown of each step and how people are participating of those that are engaged in the population in the next few slides.

Wellness Participation

- 2,168 total eligible members in 2018
- 719 members completed the Personal Health Assessment
- 591 members completed a lab and biometric screening
 - 40% of eligible Females completed compared to 20% of eligible Males
- Consistent engagement levels among all age groups
 - 44 years old for average participant age



17

Of those eligible, 2,100 people eligible, you have 719 members that completed the Health Assessment and you can see of those that completed the Health Assessment lab and biometrics over on the far right side. You have 591 members that completed them, labs and biometrics, and then it shows the breakdown of the female to male ratio. Of the female to male ratio, those consistent levels among age groups, age of 44. You see the breakdown of years '16, '17, '18 as well.

Mr. Johnston said this is one of those slides, again, we talk about engagement. This is probably one of the strongest examples of how we've got work to do. We have roughly a third of the population that is utilizing the clinic as well as actually doing the things like doing a Health Risk Assessment to start the engagement process. These are the sorts of things either through the Wellness Incentive Program or through the education process and the campaigns that we continually will be doing is to try to get more people down to the clinic because we know once we get them down there, we've got them sold. We've just got to get them in the front door. That's why the pharmacy is a good next step and then we will just keep working from there as time goes on.

Commissioner Murguia said just a really quick question, not to interrupt your presentation, so anybody that's in this can just show up at the Health Center and get a health assessment. **Ms. Ferrel** said the health assessment itself, the personal health assessment, can be done online, so that's not something that is necessarily in person. Yes, anyone that is eligible can call us and say, do you have any openings, I can be there in 30 minutes and typically we can always get them in if they're looking like for an annual physical or a sick visit. The actual personal health assessment is an online tool.

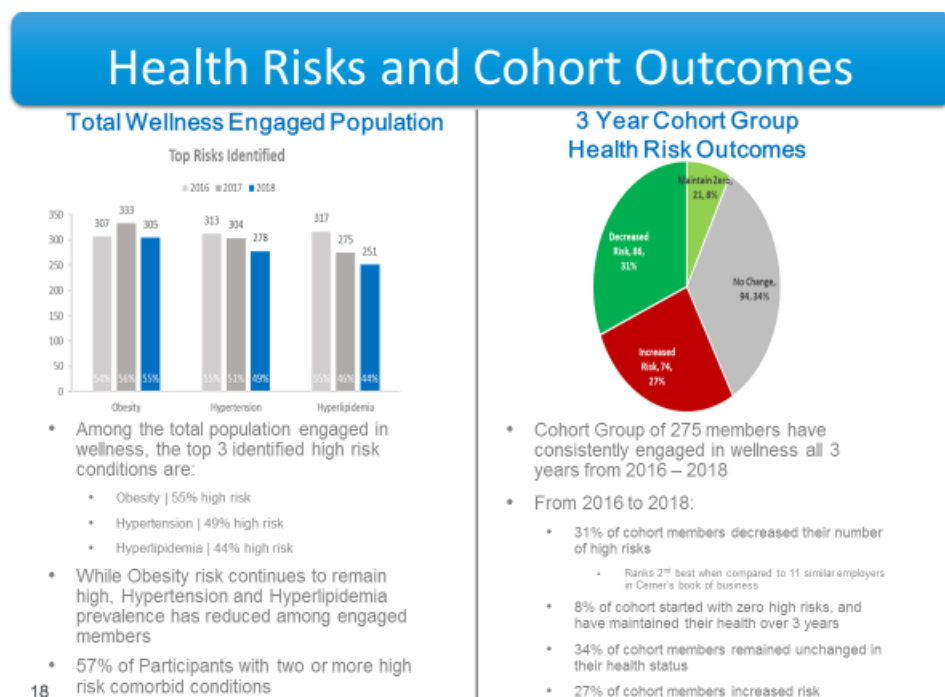
Commissioner Murguia said to follow-up with that, everybody that's eligible are UG employees and if their family is covered, their family is eligible for that and I'm assuming the same with the elected officials if there's insurance in the family part of that insurance and it's just a self-reported health assessment online. **Ms. Ferrel** said yes, it takes about 15-20 minutes to complete. **Commissioner Murguia** said but you have to do a lab also. **Ms. Ferrel** said yes, to participate in the program. **Commissioner Murguia** said you just show up there and do the lab.

Commissioner Kane asked what happens if you have a different insurance. **Ms. Ferrel** said if you are not on the health plan, then you're not eligible. **Mr. Johnston** said well, you can use the clinic. **Ms. Ferrel** said yes. **Mr. Johnston** was inaudible. **Ms. Ferrel** asked are you referring to the Wellness Program or are you referring to the clinic. **Commissioner Kane** said just as a whole. **Commissioner Murguia** said so anybody can use the Health Clinic, but they would have to pay instead of it being part of their insurance plan. Couldn't they use an alternate insurance?

Renee Ramirez, Director of Human Resources, said any employee can actually use the Health Center. It's just that we don't run through their insurance, so we do have pricing that's there. For instance, they would have like a \$50 charge for that, but they can still be seen at the Health Center even though they're not on the UG insurance, if they are an employee. **Commissioner Murguia** said you only see employees period. **Ms. Ramirez** said the Health Center sees employees and their dependents that we cover on our insurance. **Commissioner Murguia** said it's not like walk-ins off the street. **Ms. Ramirez** said this is dedicated just to the employees of the Unified Government as part of their benefit package.

Ms. Ferrel said the question about the Wellness Program, the Wellness Program is currently just for eligible employees; however, we were talking about a strategy going forward

adding dependents and spouses on that program to try to enhance engagement. That's just a recommendation we will talk about later.



Ms. Freeborn said looking at the next slide, it talks about the engaged population that's participating in the Road to Wellness Program. It's the same thing as UHC presented, our top health risks; obesity, hypertension, and hyperlipidemia and it shows the breakdown and it also shows the years '16, '17, and '18. While these continue to remain high, hypertension and hyperlipidemia have reduced among the engaged members, so that's good. You have 57% of the participants with two or more high comorbidities.

If you look over on the righthand side, a Cohort Group is a consistent 3-years of the same members that are participating. You have 275 members that have participated over the last 3 years and it just shows some percentages here, so 31% of the cohort have decreased their high risk which is great. I mean you're thinking from '16, '17, '18, they've aged 3 years, so it's showing that they've either decreased or if they've maintained, no change, which 34% has maintained. Then you have 8% that have started with zero high risks that have maintained and 27% have increased over the 3 years.

2018 Incentive Attainment

- **Step 1: 508 members achieved** (86% of lab and biometric screening participants)

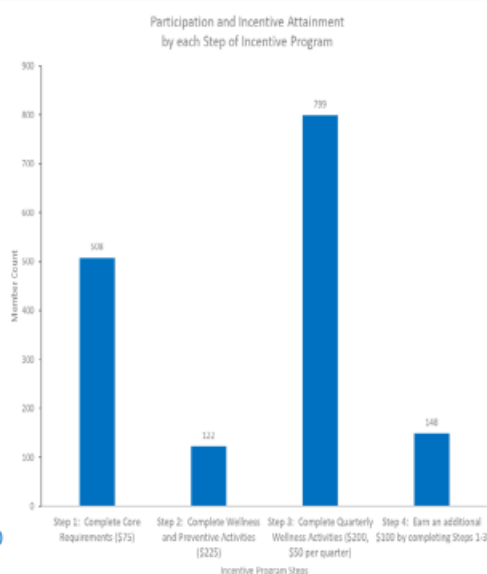
- **Step 2: 122 members achieved**, engaging in the following:

- 374 participants: Dental Exam
- 342 participants: Provider Annual Physical
- 322 participants: Health Coaching
- 302 participants: Eye Exam
- 291 participants: Walking Points
- 215 participants: Strength Points

- **Step 3: 799 members achieved**

- Well-being Health Classes and Online Workshops had the highest participation rates each quarter

- **Step 4: 148 total members completed all incentive steps, earning a total of \$600**



19

This is the breakdown of the Road to Wellness Program. Like I said, Step 1, you have 508 members that have achieved the biometric screening. They've participated. They've either gone to a screening event or gone to the clinic and then completed their biometric screening. Step 2, showing members that have done either a preventative exam, like a dental exam, annual visit, they are participating in health coaching, any type of walking event, strength training. Step 3 is probably our highest participation, participating in a Wellness Class or a workshop where we go to different sites within the Unified Government. It's been very popular and the members seem to enjoy it. Step 4 is that additional earnings. So, if you've completed all Steps 1, 2 & 3, you earn an additional incentive which consists of Step 4.

Health Coach Engagement



Health Coaching Education

- Diabetes Prevention
- Hypertension Management
- Heart Disease Prevention
- Preventive Care Recommendations
- Stress Management
- Diet and Exercise
- Tobacco Cessation
- Weight Management



20

Looking at Health Coaching, Cerner operates under these three pillars so Know, Engage, and Manage. The Know, what do we know about the person whether they're taking the health assessment, their biometric screening, if they've done any preventive screening. We also have what we call Health Belief Survey which is what do we know about Lindsay and her beliefs about herself, so that's also part of the health assessment, like three or four questions at the end.

The Engage section; you know how we're engaging them, are we getting referrals, are we meeting with a health navigator, any education sessions, walking challenges; those type of things.

The Manage Section; are we meeting with a health coach, do you identify with a health coach, are you going to the Wellness Center, are we providing programs around those top three health risks.

Down below you will see how many people participated in health coaching from all three years. Again, we started pretty late in 2016 and so it's continuously climbing over the last two years. Gaby is our health coach. She has regular office hours here in this building and she also goes down to the clinic regularly so I highly suggest meeting her. She's awesome.

Value on Investment

Access to Care Team Contributes to Early Diabetic Intervention



The Situation

A 45 year old male came into health center for physical and screening points. His blood pressure was elevated and he was overweight. Labs came back concerning.

The Result

Patient was brought back in to review labs with Kim. He had elevated cholesterol, was diabetic, high BP, and other cardiac risk factors. They discussed the seriousness of the diagnoses and what complication that could have on his health if not dealt with. He was started on 3 new medications. Referred to Gaby for health coaching. He met with Gaby 2 times once in late Nov and again late Dec. Patient came in to health center for follow up and repeated all labs on 2/4/19. He has lost 26lbs in 3 months. His BP is down to 123/81. His Hgba1c was down from 8.2 to now 6.5%. Total cholesterol down from 224 to 162. Triglycerides from 229 to 220. LDL from 132 to 78. He is motivated and plans to continue to lose weight to get off all or some of the medications.

21

© Center Corporation. All rights reserved.

Dr. Doug Anderson, Road to Wellness Physician for Center, said I will be presenting this slide. I'm the physician at the Wellness Clinic. I'm also a University of Kansas Hospital physician. This is going to be a brief case presentation that will encompass several of the risk categories that our UHC representative Dr. Sun was talking about earlier. It's also going to put a human face to all these statistics that you've been seeing for the past 50 minutes. It's quite meaningful though.

This patient, not mine, but he was a patient of Kim Bogart, our Physician Assistant and Office Manager. Although he's not my patient, he's very representative and exemplary of many of the patients that we see in the clinic.

This is a 45-year old male who came into the health center for physical and screening points or the Wellness Incentive points. This is a case where our Incentive Program has impacted the wellness of this patient significantly in his future health. His blood pressure was elevated, he was overweight, and labs came back very concerning. The patient was brought back once we had the lab results into the clinic to review the labs with Kim. He had elevated cholesterol, he was a diabetic, he had high blood pressure, and other cardiac risk factors. This is a fairly common patient that we're seeing, not just in our clinic at the Wellness Clinic, but pretty much in any primary care clinic. They discussed the seriousness of the diagnosis and what possible serious complications could occur. After their discussions, he was started on three new medications, but besides just throwing medications at this patient, he was sent to our wellness coach, Gaby, for two visits in

August 29, 2019

November and December. He was given three months to, a term my dad used to use, straighten up and he actually took all this to heart. In three months, he lost 26 lbs., his blood pressure, which was elevated, I'm not sure what the number was, but it came down to 123/81 which is well within normal range. His HgbA1c was 8.2, anything over 6.5 is diabetic, he brought that 8.2 down 6.5 so he's almost in the prediabetic range. His total cholesterol went from 224 down to 162. We like to see it under, around 180 or better, so he's down well there. His triglycerides, they're harder to bring down, 229 down to 220, but the most telling is this patient brought his LDL down from 132 to 78. He has almost eliminated the risk factor associated with low density lack of protein and cholesterol for causing heart attacks and this particular cholesterol is responsible for about 80% of coronary occlusive activity in the heart.

This is a wonderful example. We have quite a few of these and we have ones that have improved, not as significantly as this, but you can see he's significantly improved his health. So, instead of having his heart attack or whatever it is at age 65, he might be 105 before that happens and that's what our goal is, longer time, higher quality of life.

The last sentence here is very important, he is motivated and plans to continue to lose weight to get off all or some of the medications. Just like Dr. Sun brought up earlier today, it's that weight loss, healthy lifestyle changes. Our goal also with this patient, and something that's just as important as this acute intervention that we did, if we want to put it that way, is to keep him motivated and so what we will be doing is bringing him back periodically. Our clinic model gives us enough time to actually talk to the patient so we can discuss any problems he's having with giving enough time to exercise, eating properly, we can re-refer him back to Gaby so she can pound on him a bit more.

A lot of times we ask the family members to come in, partners to come in, spouses to come in so they can get involved. We've actually had whole families losing weight and starting exercise programs because of this sort of thing.

This is a good example of many of the patients that we're seeing, verifying amounts of success, he is an extreme example, but we have quite a few of these and he encompasses so many of the points that we've been bringing up already in this visit today.

Commissioner Murguia said, so, that's a real UG employee. **Dr. Anderson** said yes, no, this is a real person, a UG employee. **Someone** was inaudible. **Dr. Anderson** said what we should do

is give him something big if he keeps doing this for like two years. **Someone** said we're giving money. **Dr. Anderson** said we have given him 30 more years of healthy life, that's pretty good too. **Commissioner Murguia** said I'm thinking of something more exciting for him.

Ms. Ferrel said like Dr. Anderson said, we see a lot of this and some of these are just triggered from the one incident factor of trying to get points of I'm going to go get my labs. I want to get a few points and get some dollars back and that is the trigger of seeing how much of a risk someone can have and then pulling together our resources and health center and Gaby, the pharmacy, and all working together as a care team to get this person as healthy as possible to have a more productive and less costly life.

Value on Investment

Collaboration in action



The Situation

March 2019

A 52 year old patient had a prescription for a steroid inhaler sent to the pharmacy for an inflammatory esophageal condition. The patient was on a high-deductible plan and the cost of the initial medication was over \$400. The patient indicated he could not afford the medication and the pharmacist reached out to the doctor to see about changing the prescription. The doctor and the pharmacist had an in-depth conversation regarding the patients' condition and considered different treatment options that were more affordable based on the patients insurance plan. The Pharmacist was to identify another medication alternative that reduced the employee's total cost from \$400 to \$5.

The Result

April 2019

One month later, the patient returned to the pharmacy for a refill and was happy to report that the script was working great to treat his condition. In addition, the patient was able to save over \$395 per month for the changed prescription.

22

© Cerner Corporation. All rights reserved.



Ms. Ferrel said next we're going to share another story which is directly out of our new pharmacy. George, if you don't know him, is our pharmacist on-site. He is very popular, everyone loves George. He saves people a lot of money.

George Vielhauer, Road to Wellness Pharmacist for Cerner, said we had a 50-year old patient who came into the pharmacy one day. He was prescribed a steroid inhaler brand name medication for an inflammatory esophageal condition. Basically, what was happening he was having an

August 29, 2019

immune response and his throat was closing up on him. It was making it hard for him to breathe, not necessarily breathe significantly, but to eat and things like that. The doctor prescribed this steroid inhaler with the idea as it went down to his lungs, it would treat condition. He was on the high-deductible plan. It was going to cost him at least \$400 or more. The patient indicated he could not take it so I reached out to his doctor and told him I would see what I could do. The doctor and I had a great conversation. In between this step there was a second alternative that we tried that was going to knock it down to around \$50. It wasn't going to be viable. I actually had the doctors cell phone number, personal cell phone, so the next day I called him and said this isn't going to work. We had another conversation and what we ended up doing was the same active ingredient, but it wasn't a nasal spray, it's a generic and the doctor said when you use that it goes down your throat. I said yes, you're right, and do you want to try that. He said yes, let's put 8 drops of the nasal spray in some honey and just have him swallow it and so the cost of the medication ended up being \$5 for that bottle of nasal spray. The gentleman came back a month later for a refill and I said how's it going and he said it's working great and that was per month. He saved almost \$400 a month. He would have quickly met his deductible, but he could use that money for other things.

We have a lot of stories in the pharmacy where people are saving dollars on their prescription. We do a lot of other things for them with helping them with brand name co-pay coupon cards and things and the other thing I really try to stress is that it's really a service, we're not just saving you money. If you have questions, call.

There was another employee that was in the hospital for a heart attack. They call it the widow maker. He came in right after he got discharged and said hey, these are my new meds, what is this going to cost me and what do I need to ask my cardiologist before he went to the visit because he had concerns of how he was going to finance it and things like that. We had a nice 20-minute conversation and gave him some bucket list dropdown things to ask his cardiologist so he was prepared when he went in. We've got different stories, not just drug savings, but service things that help people even outside the pharmacy. It's been a lot of fun.



Ms. Govreau said our next slide then really brings us to our solution opportunities and our recommendations. We all work together, so okay, what can we do to continue to help the health care plan perform well and engage members. We determined really our goal is to encourage and engage employees to reduce complex and chronic health conditions and increase low risk outcomes. That's the goal of all of us here wanting to help get the Unified Government population healthier.

So, ways to do that, we have listed here. Very important, that first one there in No. 2, develop a multi-dimensional, because you're reaching all sorts of different folks that like to be communicated to in different ways, a marketing strategy to improve employee knowledge of the existing UnitedHealthcare Programs. There are tons of UnitedHealthcare programs that are included in the Unified Government Healthcare Plan, the employee wellness incentives and the Road to Wellness Clinic. Make sure folks know about those and that they're using them to the best of their ability and are educated on how to use those resources and how to engage.

Under No. 3, implement targeted education and wellness campaigns related to diabetes, obesity and other top health conditions. We've all talked about these health care conditions. Diabetes and obesity are huge drivers in the cost of the healthcare plan and in the health of the individual and we really want to help individuals lead healthier lives.

Real Appeal is a weight loss program. We mentioned that. I think one of Mandy's slides mentioned that. That is a weight loss program that is included in the employee health care plan through UnitedHealthcare. It is targeted at helping individuals lose weight and helping with all those other coumarin conditions that go along with that with diabetes being the number one.

Doug Bach, County Administrator, said I think we're going to have to close up. We have a meeting that starts at 7:00 p.m.

Ms. Govreau said no problem. You've got the other two listed there and we just greatly appreciate your time. **Mr. Bach** said we very much appreciate the work. The clinic and the operations we do is fantastic. If you have not been a user of it and any of our employees that are watching this, I encourage you to go do it. Just like from the pharmacy perspective, it's a complete change on your bill. It's very affordable in comparison to what you pay in other areas. All the programs we have are things to encourage good health for our employees and we put a lot of things forward to put us in the right direction. Thank you very much.

Mr. Bach said we had one more item tonight and that's on priority based budgeting. Our program is next week, so you have the presentation. I'm not going into it, but I am going to emphasize one thing and I know I have only about half of you tonight, but with that sheet you have this thing of definitions. This is going to be the heart and sole of what we're talking about next week when our staff has worked on over the last couple of years as we tie—we have our goals that are out there that the Commission works on. Within those goals they require a lot of definition and so our staff worked on here's things that make sense into this and then we built everything into the priority based budgeting program. Before I can push that out, that's why I'm bringing this back to you and saying, do these look right to you, is there something we're missing, do we need to change this. So, a couple of hours—I mean we're dedicating some time to this. That is what we're going to do next week. If you have a chance to kind of read through these, you might look at them and go, boy, that seems a little off or maybe we hit it right on. I want to make sure what we come out of that with is right on because we're refining everything we do between September through November of where we're measuring and where our money is being expended and saying that's a

priority or not based on how these definitions work. That's just a little heads up and I wanted to get this to you a week in advance and then go from there.

Mayor Alvey said we're going to need about 10 minutes so we can get set-up for the next meeting so we will convene about 7:10-7:11 p.m. in the Commission Chambers.

**MAYOR ALVEY ADJOURNED
THE MEETING AT 7:02 p.m.**

dt

Carol Godsil
Deputy Unified Government Clerk

August 29, 2019

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL SESSION, THURSDAY, SEPTEMBER 5, 2019

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, September 5, 2019, with nine members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District (via telephone at 5:04 p.m.); Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO; presiding. Townsend, Commissioner First District; and Walters, Commissioner Seventh District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Gordon Criswell, Melissa Sieben, Alan Howze, Emerick Cross, Assistant County Administrators; Kathleen VonAchen, Chief Financial Officer; Reginald Lindsey, Budget Manager; Michael Petersen, Assistant Budget Manager; and Officer Tom Grote, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Bynum, Burroughs, McKiernan, Johnson, Kane, Markley, Philbrook, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, September 5, 2019, at 5:00 p.m. in the 5th floor conference room of the Municipal Office Building for a Priority-Based Budget Retreat.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Alvey said tonight we have scheduled our Priority-Based Budget Retreat.

Doug Bach, County Administrator, said this is our long awaited, I guess, first real steps for the Commission to jump into where we go with priority-based budgeting.

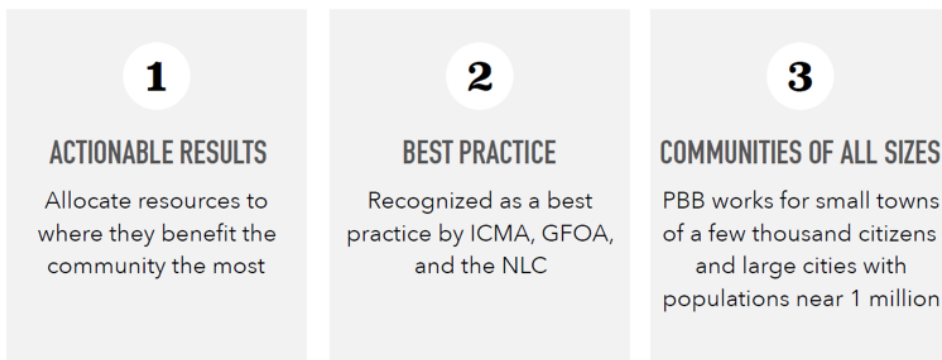


I'm going to just review the agenda. Our first 25 minutes is really to talk about how priority-based budgeting works a little bit and work through those points.

As I said last week in our Special Session, we only had a couple minutes at the end of our meeting, but we handed out the definitions. They are a very key component to how we do it so we are going to spend the bulk of tonight making sure we have the definitions right because these are the very things tied to your goals that all of our department heads tie everything they do back to this in order to then move forward to the quartiles of how you rank out priority to base budgeting and say this is a high priority versus this is a lower priority. We will do that through a group exercise.

We will then take a break and bring back our results and then finalize those definitions as a group. We may move through that faster but when you break it down, you really are only allowing 15 minutes per definition to work through that and say we get it done. If there is controversy, it takes every bit of that. If everybody agrees, then you move on a little bit faster and then we would move into our wrap up.

THREE REASONS FOR PRIORITY BASED BUDGETING



A couple of different things that you look at for priority-based budgeting, so define it, three reasons you see out there. Actionable Results; it allocates the resources to where they benefit the community the most. Best Practice; recognized by ICMA, Government Finance Officers Association, National League of Cities. Communities of All Sizes; small and large towns are starting to do this and make it work for their communities.

WHY PRIORITY BASED BUDGETING?

- Better depicts and communicates organization's financial/budget information to inform decision-making
- Avoids traditional "across the board" approach
- Ensures organization is "fiscally prepared" for whatever is ahead
- Ensures resource allocation (Budget) is aligned with community expectations (Results)
- Allows organization to "see" things in a different way and apply a more diagnostic approach
- Aligns with current best practices in local government

This next slide was up here last week, but it was one that we didn't get a chance to walk through, so I thought I would at least hit it. Why do you do priority-based budgeting, because it better depicts and communicates the organization's financial budget information to inform our decision-making. It really helps us think about it, think through that process.

Avoids traditional across the board approach and that's one that's pretty big with departments when we're working back through and determine we're just a little over. I can sit upstairs with my administrative assistants and go let's cut everybody this amount, but typically I go back to them and say, look, you need to cut your budget 3 or 5% and that doesn't necessarily align because you have higher priorities on certain departments than you do on others. It helps move away from that.

Ensures the organization is fiscally prepared for whatever is ahead. That's a key point that says it makes you a little more recession proof. If we come back in and next year we're saying, boom, the recession hits and our sales tax falls off the bottom, you have a priority list laid out there. You've said these are the items that we are saying we've got to find ways to be more efficient or what we're spending our money on. You've already identified now which areas are not in your highest priority category and you can put your thought to that process as we go through it. You don't have to go through and identify those.

Ensures the resource allocation as aligned with the community expectations. That's where we build our goals and we weave in from the community survey into the goals and how those work in our definitions.

Allows the organization to see things in a different way and apply a more diagnostic approach. That's just we're budgeting by program, not necessarily by department. Really, when you look at this, we look at areas of expenditure and I think our SOAR Program is a good example as we've gone through this. That crosses over a whole bunch of different departments where you spend money. So, when you say that program is where we want to spend money, that may impact seven or eight departments that have funding in it versus saying oh well let's give more money to the Neighborhood Resource Center or more money to the Police Department. No, you're saying I want to give money to this item that we want to put the emphasis on.

It aligns with current best practices in local government and that's the direction that we want to go.

I'm going to turn this over to Reginald Lindsey, our Budget Manager, and the rest of the Finance team. They're going to walk through a couple of these other slides before we move to our exercise.



Reginald Lindsey, Budget Manager, said one of the first steps that we took in the priority-based budgeting process was to come up with goals and definitions. Basically, we had goals for strategic and also governance and then also basic program attributes. The strategic community goals are basically the goals that the Commission came up with so we came up with definitions to tie to those goals.

The governance goals are goals for internal departments and these were goals that just the departments that are internal like Legal Department, Finance Department, and HR tie to. Basically, one of things that kind of happens, as Doug talked about, when we go across and cut budgets a lot of times, we do cut departments that are internal. What this does is like giving them their own scoring so we can't just easily cut them because if we keep easily cutting them, they will impact our strategic goals down the line.

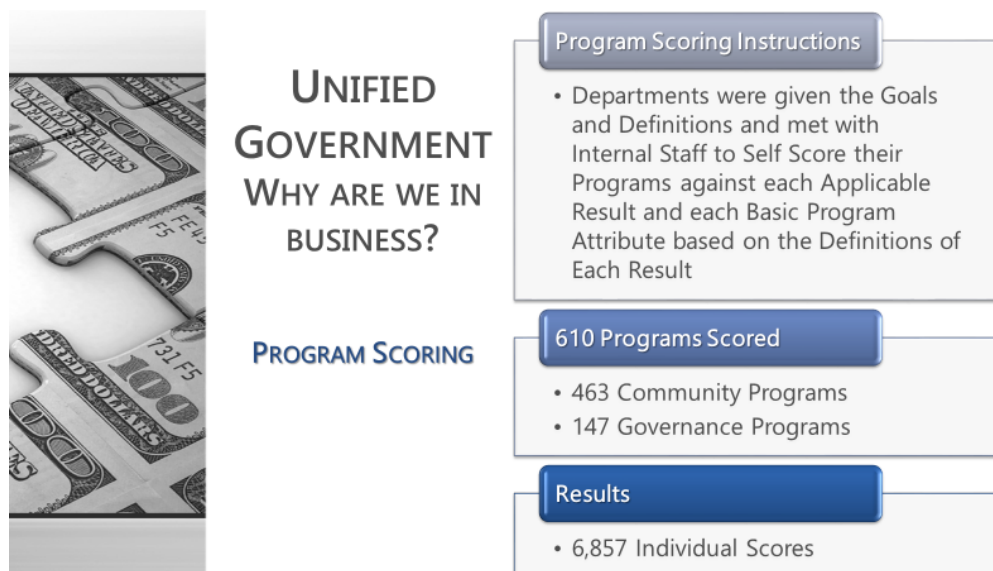
We also have the basic program attributes. Basically, what these do here, it mandates that we use to provide the programs and then also the reliance on the city to provide those programs. Also, cost recovery of those programs and also the demand of those programs and that's kind of looking at if we see things, the demand might increase in the next few years and we might have to up some programs. Then, the portion of the community served by the programs.

Commissioner Burroughs said I do have a question. I would like to go back to the previous slide under the six strategic goals. Can you share with me where the economic prosperity for all may have come in? I mean, are we going to guarantee that we're going to provide economic prosperity

for everyone in the community or are we just going to provide opportunity for our members of the community to feel engaged and provide jobs because I read that as we're going to put in programs that are going to give everybody in the community prosperity. I know maybe it's a small thing, but I'm just curious. I don't want to send a false message. **Commissioner Markley** said I think that's a question for us. We developed those goals.

Commissioner Bynum said I think these headings across the top were from our Strategic Planning Session right before you got here. **Commissioner Burroughs** said okay. **Commissioner Bynum** said the topic itself is Increase Economic Prosperity, so this is all the work you're doing with WYDEC, for example, on raising median household income would be an example. Then these items that are government type actions that are falling below that heading, but all the topic headings are the ones that we have landed on in a session that must have been in 2017. **Someone** said '16 or '17.

Mr. Bach said I think you're right on to it, Commissioner, as to what we struggle with a little bit as staff right now. You can read that goal and I think you all can look at the goals and go oh increase economic prosperity for all citizens, that's a great goal. What do we mean by that? That's right on where we would like to get to tonight, so as staff we went through and graphed up these definitions. Some of them may hit it, you may look at it and go I don't think so. I think that's where you need to modify this or let's add a different definition in there so we have that to work with when we go back and say this is what his department is doing. Did they touch this at all, yes/no. I mean, not everybody touches everything. Some only touch in certain areas, so that's exactly where we would like to get to tonight to say this is what we mean by increase economic prosperity for all citizens. **Commissioner Burroughs** said thank you. As you know, I do wordsmithing quite a bit in our policies we put forward because I think messaging is a critical point and I see that community cohesion down here and customer service communication. I just don't want to set a false pretense that we're going to create this great program or a multitude of programs and I just don't want to set our Commission up to be criticized for a statement if we're unable to fulfill it. I will hold my comments until later and I appreciate the history as to how we got about that language.

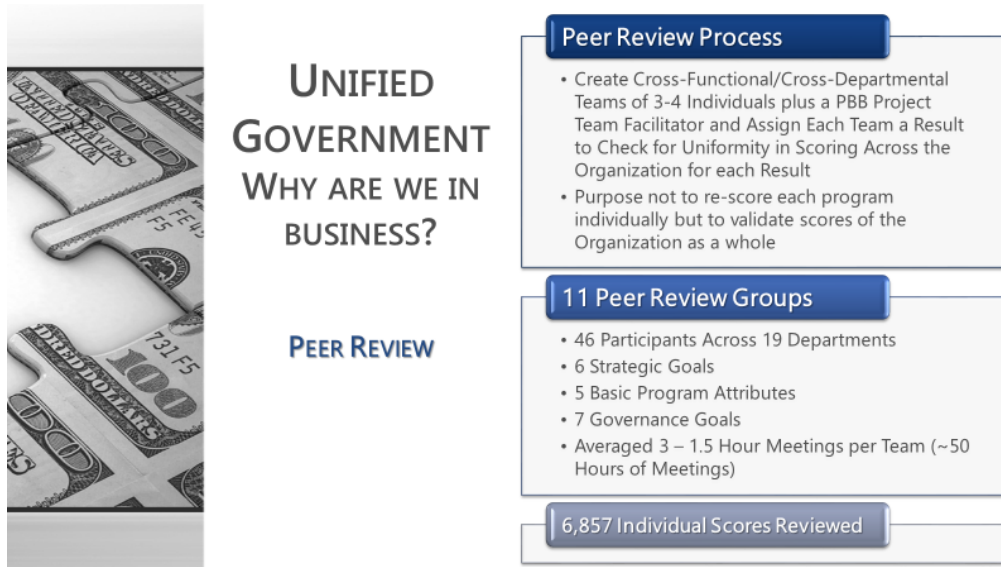


Mr. Lindsey said the next step we went through in the priority-based budgeting process was determining the goals and definitions. Basically, what happened here was after we came up with the goals and definitions that we had established, departments went in and did scoring based on the programs that were in their departments. This is a great aspect where the departments were able to go through and offer their perspective since they are the subject matters of their departments and they were able to score based on the programs they had come up with in their inventories.

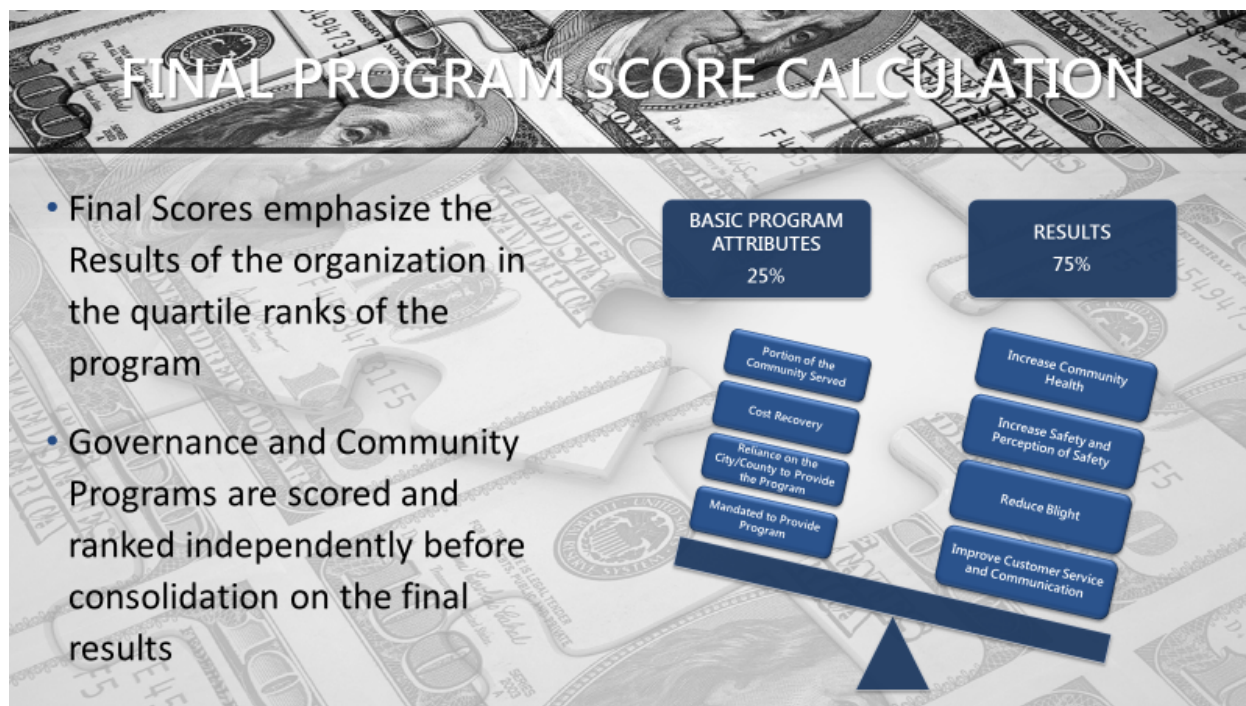
We could see that we had 610 programs scored, 463 of those programs were community based and 147 of them were governance based. If they were community based, they were only scored against community programs and if they were governance based, they were only scored against the governance results.

Kathleen VonAchen, Chief Financial Officer, said if you go to the previous slide, just so you're clear, the six strategic goals, those are only the programs that are community programs that are being scored against the six strategic goals. The internal service governance programs are being scored against the governance goals, but everyone gets scored based on the basic program attributes.

Mr. Lindsey said, again, the results, 6,857 were scored in the programs across the whole organization.



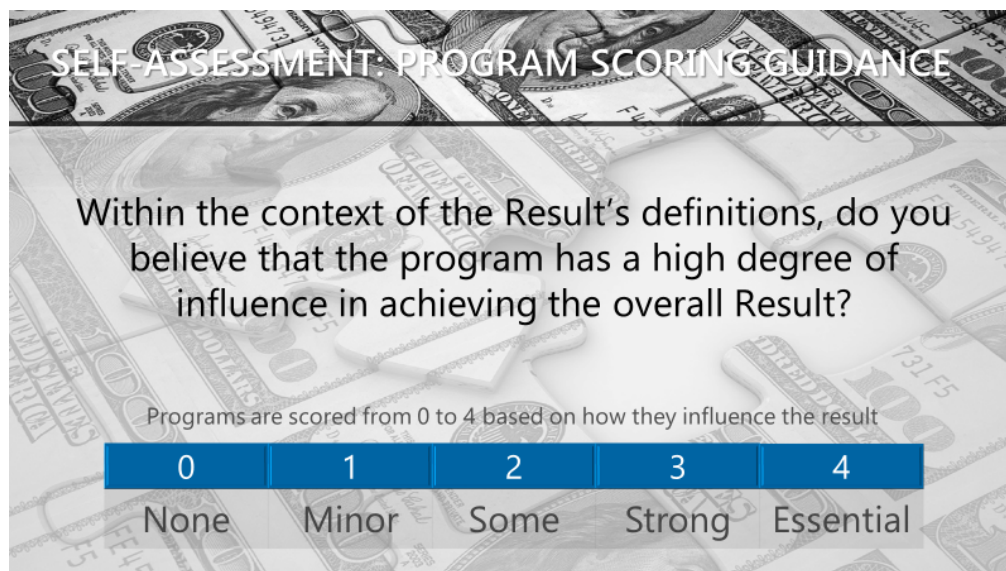
The next process we went through was the peer review process. Basically, what that was we had the departments go through and score and then we had peer groups from across the organization go through and also—they were kind of like a monitor. They didn't actually score, but they went through and checked the scores the departments provided and asked questions and also gave a different perspective on what the scores could have been. Some scores could have changed through this process and some scores could have stayed the same, but we had 11 peer groups across the whole organization. There was 46 participants across 19 departments, they scored 6 strategic goals, and the 5 basic program attributes and the 7 governance goals. What we had after we finished this was all programs had been scored and were linked to the strategic goals that you all came up with. Then also the governance goals and then also the basic program attributes which will allow us to look in the budget in a different way as Doug covered earlier. We have scores for all the programs that we have inventory for now.



Melissa Sieben, Assistant County Administrator, said the idea here with our scoring as we're going through this tonight is to really look at how the scale is tilted in this area and based on how the software does its calculation. We have things called Basic Program Attributes that are essentially common across all PBB communities and then we have things like our Strategic Plan that you were discussing a little bit ago that is part of the heavier weighing on these, the results portion.

The other things that are just note on the second bullet are things like governance which are things that we are either required to do or kind of like the back-up house stuff that has to be done such as our financials and Human Resources that fall into those areas.

Another area which is also scored and ranked is our Community Programs. This is a complex formula on how it balances out all the tasks and work that we do but this kind of gives you an idea on how the priorities of the governing body are really much more heavily weighted. Did I cover that okay?



Within the definitions, the programs are scored as essential as a four and not involved as none on the left of the screen and that's how our staff looked at these to determine sort of how they rank in relation to not only things like the strategic objectives, but as we showed you on the last screen, those other essential functions which are primarily governance related. So, if it's a mandated program by the state or federal government that we have to do and it's covered in here, it will be essential on the governance side, but it may not actually do anything to achieve any of this strategic objectives of the Commission, so it could be a zero as it plays out through all the different ways that we look at each program. It's very rounded, well-rounded, kind of almost like a three-sixty approach.

Mayor Alvey said I need to talk this through a little bit just to be clear of what's happening here. If we go back to the slide Unified Government; Why Are We In Business, Goals and Definitions. Definitions are really results, correct? **Mr. Lindsey** said yes. **Mayor Alvey** said okay, so those are the—you want to laser the smart goals, what is measurable or at least observable. We want to say these are results that we're going for, this is what we're reaching for in blight remediation for instance. This is what we're reaching for in safety and perception of safety and you defined what those results were. **Mr. Lindsey** said that is correct. **Mayor Alvey** said what you did then is each department took those goals and results and met with our internal staff to self-evaluate to say is this department we believe that we scored, let's say, an average of three. So, the self-scoring on

this particular result that we're reaching for in this area, let's say, blight remediation, we believe that we rate ourselves as a three.

Ms. VonAchen said let's pick a program. **Ms. Sieben** said let's pick mowing. **Ms. VonAchen** said so, mowing in relation to blight reduction, mowing definitely is a four, very essential towards reducing blight, but in terms of increasing safety, given these definitions may be more like a three or a two for example. **Mayor Alvey** said go back. So, the department is evaluating whether mowing is—**Ms. VonAchen** said the extent to which it meets—**Mayor Alvey** said a one, two, three or four to that. It's not a review of the performance of the program, it's a review of whether the goal gets us to the strategic goals.

Mr. Bach said probably a review of do the services they provide strive to solve that definition under that goal. **Ms. VonAchen** said that's right. **Mr. Lindsey** said if it helps accomplish the goal. **Mr. Bach** said so they looked at that function and looked at each one of these six areas and said here I'm a four, here I'm a two, here I'm zero, here I'm a three, here I'm a zero. **Mayor Alvey** said we're whittling out those things which we think most likely move us to the results we're going for and those that are less likely. **Ms. VonAchen** said right. Then, in order to make it impartial, we form these peer groups in order to review the rankings that the Department Directors gave themselves and then those peer groups which were formed by mid management and subject matter experts, they went through and gave an unbiased objective view of those rankings and made changes. That's where that peer review piece comes in.

Ms. Sieben said then you have governance, that's the other 25% where in which in this case mowing to a certain extent, we have governance issues over that—its height, so the question is, is the level at which we're doing it sufficient, over the top, or not sufficient. **Ms. VonAchen** said those are basic program attributes. That's the other 25%.

Mayor Alvey said, again, what we're just trying to do is this first part of this is these are the goals that the Commission has set. You define the results that we are looking for and then each department member reviewed and said well I believe the mowing helps us—I think is essential to the blight remediation and we write that as a four. Then a separate group came through and did a peer review of that to validate. **Mr. Bach** said that's correct.

Commissioner Philbrook said let's say we're down in HR—**Ms. VonAchen** said HR is not a good example. **Commissioner Philbrook** said okay, fine me a good example. **Ms. VonAchen**

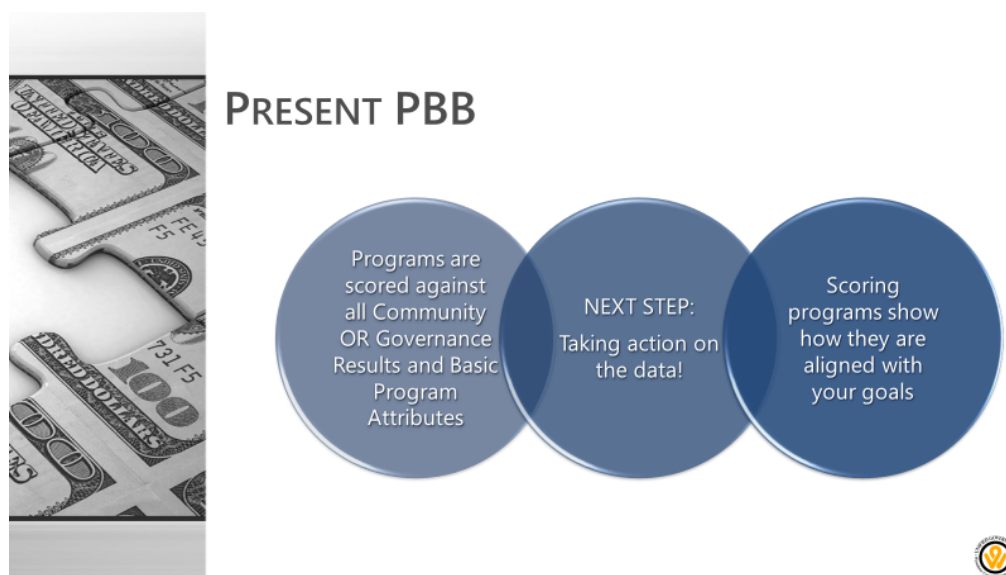
said well HR is a governance. It's an internal service. **Mayor Alvey** said let's just stay with mowing then. **Commissioner Philbrook** said well I am staying with mowing, but we're relating different departments to how they play, how important are they in getting this goal done. Well, HR is important because we have to have people. **Ms. VonAchen** said that is why we have separated those departments and they're ranked against different goals. **Commissioner Philbrook** said right. So, some of the departments—find a department for me that does public works of some kind that mowing, that they don't have an impact on mowing. **Ms. VonAchen** was inaudible. **Mr. Bach** said right. I mean those are functions within Public Works, but let's say Water Pollution Control. **Commissioner Philbrook** said so, when they look at this, they go, we don't really have a whole lot to do with this so we're at zero. That's just what I wanted people to understand if they ever read this. **Mayor Alvey** said you're not rating the effectiveness of the program, you're rating the value of the program to achieve the goals. **Mr. Bach** said exactly. **Commissioner Philbrook** said exactly in that particular department. **Ms. VonAchen** said Alan wanted to mention, we all wanted you to know in the coming slides when we do PBB present, you're going to understand how this all plays out better.

Ms. Sieben said I do want to get at your issue of whether or not it's efficient or effective because ultimately if we're identifying this as a high priority through the process and we want our dollars to go as far as possible towards achieving that mission, obviously, we're going to want to be looking at how we deliver that service in the best manner possible, but that's not—but this is to bring those questions up.

Commissioner Kane said the Mayor, I, and Jeff Fisher have a meeting tomorrow about mowing, but in my mind it's not always money, it's safety. I've got a road out there now that a bus goes down and a truck can't get by it so the truck has to backup, not the bus. Then, on Hollingsworth the Mayor went out there and looked at it. If you're coming over the hill 35-40 mph and the guy is standing there with his weedeater, that doesn't work. Sometimes I think you guys should have some commissioners on there looking at it because what looks good to you may not look good to us. There are six or seven places that we're going to talk about tomorrow and I'm sure I'm not the only one that if we kill somebody because we weren't doing something that we used to do, whose fault is it. You've got in line of sight. If this thing came up in the manufacturing facility, we

would have reverted back to this a long time ago because there are a lot of blind corners out there now and there are a lot of areas that I know the staff says it looks alright to them, but it's not. I'm professionally trained in safety and I see some issues with that that the Mayor and I are going to talk about tomorrow. If I had to give this program a rating right now, it would be minus ten.

Mr. Lindsey said Michael Petersen, Assistant Budget Manager, is going to go through software for PBB which is called Present PBB.

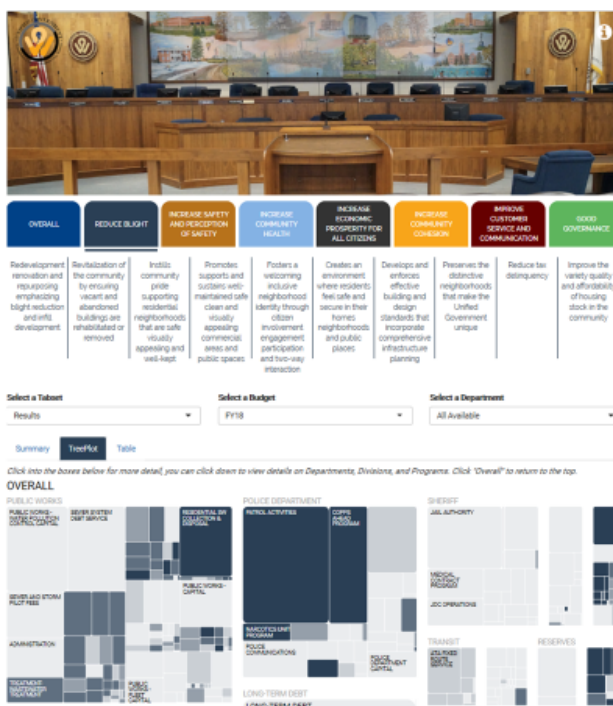


Michael Petersen, Assistant Budget Manager, said as we've stated all the programs—we've already went through a preliminary scoring of everything based on the goals and definitions as you see them on the sheets that we've handed out. All programs are scored against community goals or governance goals based on whether they were community or governance programs and then all the basic program attributes.



PRESENT PBB

- Tool that will allow Internal Users to Browse PBB Results Viewing Program Scores and Costing Identified through the Priority Based Budgeting Implementation
- Display Data By:
 - Individual Result
 - Program Attribute
 - Policy Question Filters (example High Mandate/Low Overall Scoring Programs)



I'm going to show you information. There's a site that priority-based budgeting has that is available to us called Present PBB. This is an example of what the final product will look like once we get all the definitions and the scoring done. Overall, when you first log in you will see the different goals and definitions going across the top of the screen and down here there is a summary of the information in the middle of the screen so overall this is the quartiles. We didn't quite cover this tonight but based on the scores each program in the Unified Government is assigned to a quartile so the darker color, the one and the two are the most aligned programs for our strategic goals. The three and the four are the least aligned with our strategic goals. This is not the number of programs, this is the dollars that we are spending on each quartile, so basically, about 25% of the programs are put in each of these buckets. This kind of shows you where the resources that are prioritized in the Unified Government are going. **Ms. VonAchen** said I did want to point out this is the data we have so far. It's just an example. It's the data we have so far and we hope to refine it with your assistance especially with tonight.

Commissioner Bynum said go back to that overall category, that's everything. **Mr. Petersen** said that is all the scores averaged together, all the scores calculated together. **Commissioner Bynum** said and the long line at the top is what? **Mr. Petersen** said that is the dollar amount that we're spending on the top 25 most aligned programs based on our current scoring. **Commissioner**

Bynum said then the next line—**Mr. Petersen** said that's the second quartile so that's kind of the lessor aligned and then it goes least aligned. **Commissioner Bynum** said but your third line is shorter than your fourth line. **Mr. Petersen** said yes. It's just the dollar amount.

Mr. Bach said there is more money being—there's a fair amount of money being spent in goals that we looked at initially or I should say in programs that we don't necessarily think align with your highest priorities. **Commissioner Bynum** said I thought that was what I was hearing you say. **Mr. Bach** said this isn't ready for—this shows you how this can work and how we've done with what we've evaluated so far, but that's where we've got to go back and make sure we've got definitions that are aligned with your directives. Then we will bring back quartiles and show you the scoring and then that's what happens later in November when we come back and say we've aligned it all in this the way we—like we did the peer review and some management review on the department's review, then it's your review.

Commissioner Bynum said what we're seeing here in every category there is kind of where we are to date with this exercise. **Ms. VonAchen** said you're seeing 2018 data. **Commissioner Bynum** said '18 data and now we're going to share our input, that will get factored in, then you're going to crunch some more numbers and that will get factored in. So, this might be preliminary to the extent that we wouldn't want to stop right now, for example, and go well whatever stuff is in that bottom line is cost savings. **Mr. Bach** said that would be premature because as Kathleen said, we're working with 2018 data as we started working through getting aligned on it. I think it will—we will see where we go with this tonight. I don't think we're going to dramatically change everything, but I think you guys are going to change some of this and you will modify that and then even when you go to the next tier of evaluating to say is that important or not, you're going to have different perspectives on that.

Commissioner Murguia said I have all of the documentation for this meeting, but for some reason I can't find what you all are looking at. Is there somebody that could send me that piece? **Mr. Bach** said we can send the electronic to her. **Mr. Petersen** said it's a log-in. It's a site log-in. **Mr. Bach** said the piece we have right now is live on the internet. You don't have access to that yet. It's still a working tool. I'm sorry, Commissioner, I think you're going to be a little disadvantaged for this little period, but this will be only about five minutes that we will be on this part tonight. You won't be able to see it.

Mr. Petersen said if you go over to the tree pod, you will see the color scale of the quartiles now, so this is still the overall scoring as it says at the top. Programs that are one or four scored the highest degree of contribution so you can see just around the Unified Government what programs scored the highest, the lighter colors are the programs that scored the lowest. **Mr. Bach** said to clarify what Michael is showing you there; all these boxes, the bigger boxes—the bigger the box, the more money is spent in that box. It's as simple as that. These are directly tied to dollars we spend. We spend a lot of money, it's a big box and then as he goes across the top of that line, if it's dark, it's aligned with that goal. If it's not dark, it's not aligned with that goal when he clicks on those goals.

Mr. Petersen said I will show you how it changes if I go to the health goal, if I just click on the health goal, then you will see it will change to where the darker colors, the ones that are more aligned with health.

Commissioner Burroughs said just a comment. We just don't know that those dollars are being spent efficiently or effectively. We just know they are being spent on those projects and what I hope to be able to do is to drill down to find out if we're getting a return on investment and that the dollars we are spending are being spent efficiently, effectively, and accomplishing the goals that we set out to do. I mean that's just an aggregate number of the cost of the programs presently as I understand the presentation. **Mr. Petersen** said yes, that's correct. **Ms. VonAchen** said ultimately the goal is to identify those programs that are of low demand, could be done by the private sector and don't rank highly at all with any of our priorities and how much is that dollar amount. Is it a million, is it four million, should we continue doing those programs or not, that's sort of where we are. The next step, of course, is where you're going.

Mr. Petersen said if I click on any of the boxes, it will take me closer in so this I've zoomed in to Parks & Rec and the health goal, so this shows you how aligned each of the Parks & Rec programs are with the increased community health goal as well somebody would be able to see all the definitions that we took into account when we scored the programs across the top of the screen.

You could also click on table and it will show you a list of all the different programs that are in this goal. It's in order of dollar amounts in order of score. If I click on any of these, then it will give me information about the program. It will give me the description that the department

has given for the program, it will give me the total dollar amount, the total cost of the program, what positions are participating in that program, and then what kind of operating costs are being budgeted for that program.

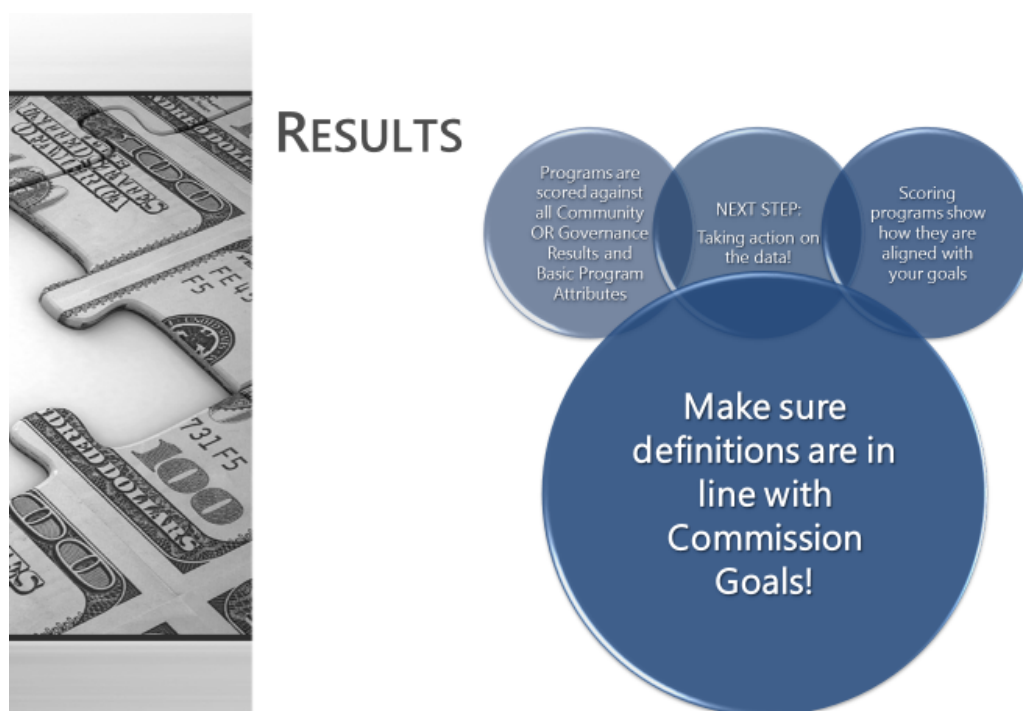
Commissioner McKiernan said on your horizontal bars you said that those were broken up in quartiles. **Mr. Petersen** said the top one is broken up in the quartiles—are you looking at these? **Commissioner McKiernan** said yes, it's got to be quintiles. **Mr. Petersen** said the bottom one is our—these are programs that are not scored, so basically what this is, we've went through and looked at a lot of these recently, these are transfers, these are Debt Service, this is Capital, so these are not programs that are scored against any of the community goals or any of the governance goals. These are kind of treated as fixed costs. **Ms. VonAchen** said, for example, Debt Service costs are classified as fixed costs because we're obligated by bond documents to make those payments. We don't really have a lot of leeway yes or no. **Commissioner McKiernan** said I now see what you're doing. You've broken the money we spend up into quintiles, but one of your quins is no alignment so, therefore, you say we're only looking at quartiles. **Ms. VonAchen** said correct, that's right.

Mr. Bach said this is the tool, the software, this will be something down the road it just shows you how this information then is easily accessible. We can work with it when you ask how much did we spend on a specific operation, we can go to it because it ties every program within the Unified Government and says—to go back to mowing, if we have 15 different departments that spend money on it, I don't have to go to the budget or you don't have to go to the budget and say let's look in Public Works, let's look in Parks, and start flipping through every one. You go to that and you bring it up here and boom this is how much money we spent on that one program area and all departments are feeding into it and then you can evaluate the importance of those type of things.

I don't know if we need to spend a lot more time on this now, but I wanted you to see how this works because, I guess from my perspective, this is really cool. This really gets into it. **Commissioner Bynum** was speaking but inaudible. Mine is a technical question. I rely on our administrative staff in the Commission Office. Is there a possibility they can have some training in this system? We ask them a lot of questions or to get a lot of different answers for us and if they can easily get to it through this, that would be helpful or you could train me—**Mr. Bach** said

it could be you, your Commission Liaison position would be probably one that will make them—instead of that person having to go search it now, they will be able to pull up some of this stuff. Any question you're asking now in relation to these if they're working—that's the process of coming to the answer will be much easier once we have this online, once we have this accessible. **Commissioner Bynum** said I truly understand—**Mr. Bach** said and whether or not which ones of them in that office will be able to do it or not—**Commissioner Bynum** said not to get too burden—your people that interface with us regularly can get to this (inaudible, not speaking in mic) the better off we're going to be. **Mr. Bach** said it is answers like that, how much we spend on snow removal, boom, boom, boom, I don't have to go back, Jeff doesn't have to go tie in several different areas and see what it is. It should show how much we allocate to it and then you show what was spent.

Mr. Bach said I think we're just going to end it with that Mike. I think that's enough on that tonight.



Mr. Bach said programs are scored against all the community results. The next step is to take action on the data and you see that one big bubble I have there, but I want to make sure these definitions are aligned with the Commission goals.

UNIFIED GOVERNMENT STRATEGIC GOALS WITH DEFINITIONS

Reduce Blight	Increase Economic Prosperity for All Citizens	Increase Community Health	Increase Safety and Perception of Safety	Improve Customer Service and Communication	Increase Community Cohesion
Redevelopment, renovation and repurposing emphasizing blight reduction and infill development	Promotes and supports well-planned, quality development and redevelopment of vacant and distressed properties	Promotes and ensures access to treatment, prevention and education services that facilitate improved public health and wellness	Offers protection, enforces the law, administers justice and fosters a feeling of personal safety and security	Offers efficient, affordable and responsive public services to support the business community	Empowers citizens to be partners in a connected community
Revitalization of the community by ensuring vacant and abandoned buildings are rehabilitated or removed	Supports sustainable and future development that is consistent with community standards and preserves the unique heritage of the community	Collaboratively provides for the basic physical, mental, economic and social well-being of a multi-generational community	Proactively prepares, promptly alerts and swiftly responds to emergencies	Informs and educates citizens about activities, initiatives, outreach programs and other available opportunities	Fosters a community that celebrates and encourages integration of new residents and businesses
Instills community pride, supporting residential neighborhoods that are safe, visually appealing and well-kept	Increases workforce readiness and support the expansion and retention of high quality jobs that meet the unique needs of the community	Provides accessible, well-maintained parks, trails and open spaces, as well as a variety of quality recreational opportunities that promote an active and healthy lifestyle	Focuses on proactive prevention, intervention and education	Increased transparency and accountability with the public through data sharing	Informs and educates citizens about activities, initiatives, outreach programs and other available opportunities
Promotes, supports and sustains well-maintained, safe, clean and visually appealing commercial areas and public spaces	Ensure the development and preservation of quality neighborhoods that offer safe, affordable housing options, accommodating the diverse needs of families and individuals	Fosters a community that helps families meet the health, security, nutritional and developmental needs of their children	Builds an informed, engaged and educated community that shares in the responsibility for its safety and well-being	Fosters training and cooperation across departments breaking down silos and working collaboratively to solve problems	Fosters a feeling of growing community pride and a sense of shared responsibility that values and supports a diverse population
Posters a welcoming inclusive neighborhood identity through citizen participation and two-way interaction	Promotes a vibrant economy and safe commercial and public spaces that balances the needs of residents and visitors	Provides for the physical, emotional and social well-being of its senior population	Visible and approachable public safety presence	Adapts innovative approaches to better help the community and streamline processes	Cultivates a wide range of recreation, cultural, educational and social opportunities
Creates an environment where residents feel safe and secure in their homes, neighborhoods and public places	Offers efficient, affordable and responsive public services to support the business community	Supports and provides community events, neighborhood gatherings, and culturally enriching opportunities that connect the community	Oversees a well-designed, well-maintained, transportation system of safe and sustainable roadways, sidewalks and bridges	Promotes quality public outreach, proactive communication, and superior customer service	Build collective efficacy in and between neighborhoods resulting in neighbors coming together for the good of their community
Provides for well-designed neighborhoods with access to community parks, recreation opportunities, schools and other amenities that serve residents' day-to-day needs	Plans, designs and builds a sustainable transportation and utility network that supports growth and meets the long-term needs of the community	Ensures a safe, clean water supply, controls storm water drainage and effectively maintains its utility infrastructure	Ensures a safe, clean water supply, controls storm water drainage and effectively maintains its utility infrastructure	Manages growth through well-planned development that promotes community and values open spaces and sustainable community building	
Develops and enforces effective building and design standards that incorporate comprehensive infrastructure planning	Develops and sustains a safe, convenient and efficient public transportation system that is coordinated with adjacent municipalities and counties	Increase access to healthy foods in the community	Connecting neighbors to each other and providing a safe environment that attracts people to our homes, businesses and public places	Ensures fundamental needs (e.g. affordable housing, safety and security in our homes, and a sense of belonging) are met	
Preserves the distinctive neighborhoods that make the Unified Government unique	Attracts employers to the area that will provide residents a living wage and good benefits to enable them to live their desired quality of life	Increasing walking and biking in the community	Improve criminal justice system		
Reduce tax delinquency		Increasing the walkability and bikability around schools			
Improve the variety, quality and affordability of housing stock in the community					

You may have had a chance to look at them. What we thought we would do tonight is we would divide up into three groups and give each group two goals.

Reduce Blight	Increase Economic Prosperity for All Citizens	Increase Community Health	Increase Safety and Perception of Safety	Improve Customer Service and Communication	Increase Community Cohesion
Redevelopment, renovation and repurposing emphasizing blight reduction and infill development	Promotes and supports well-planned, quality development and redevelopment of vacant and distressed properties	Promotes and ensures access to treatment, prevention and education services that facilitate improved public health and wellness	Offers protection, enforces the law, administers justice and fosters a feeling of personal safety and security	Offers efficient, affordable and responsive public services to support the business community	Empowers citizens to be partners in a connected community
Revitalization of the community by ensuring vacant and abandoned buildings are rehabilitated or removed	Supports sustainable and future development that is consistent with community standards and preserves the unique heritage of the community	Collaboratively provides for the basic physical, mental, economic and social well-being of a multi-generational community	Proactively prepares, promptly alerts and swiftly responds to emergencies	Informs and educates citizens about activities, initiatives, outreach programs and other available opportunities	Fosters a community that celebrates and encourages integration of new residents and businesses
Instills community pride, supporting residential neighborhoods that are safe, visually appealing and well-kept	Increases workforce readiness and support the expansion and retention of high quality jobs that meet the unique needs of the community	Provides accessible, well-maintained parks, trails and open spaces, as well as a variety of quality recreational opportunities that promote an active and healthy lifestyle	Focuses on proactive prevention, intervention and education	Increased transparency and accountability with the public through data sharing	Informs and educates citizens about activities, initiatives, outreach programs and other available opportunities
Promotes, supports and sustains well-maintained, safe, clean and visually appealing commercial areas and public spaces	Ensure the development and preservation of quality neighborhoods that offer safe, affordable housing options, accommodating the diverse needs of families and individuals	Fosters a community that helps families meet the health, security, nutritional and developmental needs of their children	Builds an informed, engaged and educated community that shares in the responsibility for its safety and well-being	Fosters training and cooperation across departments breaking down silos and working collaboratively to solve problems	Fosters a feeling of growing community pride and a sense of shared responsibility that values and supports a diverse population
Posters a welcoming inclusive neighborhood identity through citizen participation and two-way interaction	Promotes a vibrant economy and safe commercial and public spaces that balances the needs of residents and visitors	Provides for the physical, emotional and social well-being of its senior population	Visible and approachable public safety presence	Adapts innovative approaches to better help the community and streamline processes	Cultivates a wide range of recreation, cultural, educational and social opportunities
Creates an environment where residents feel safe and secure in their homes, neighborhoods and public places	Offers efficient, affordable and responsive public services to support the business community	Supports and provides community events, neighborhood gatherings, and culturally enriching opportunities that connect the community	Oversees a well-designed, well-maintained, transportation system of safe and sustainable roadways, sidewalks and bridges	Promotes quality public outreach, proactive communication, and superior customer service	Build collective efficacy in and between neighborhoods resulting in neighbors coming together for the good of their community
Provides for well-designed neighborhoods with access to community parks, recreation opportunities, schools and other amenities that serve residents' day-to-day needs	Plans, designs and builds a sustainable transportation and utility network that supports growth and meets the long-term needs of the community	Ensures a safe, clean water supply, controls storm water drainage and effectively maintains its utility infrastructure	Ensures a safe, clean water supply, controls storm water drainage and effectively maintains its utility infrastructure	Manages growth through well-planned development that promotes community and values open spaces and sustainable community building	
Develops and enforces effective building and design standards that incorporate comprehensive infrastructure planning	Develops and sustains a safe, convenient and efficient public transportation system that is coordinated with adjacent municipalities and counties	Increase access to healthy foods in the community	Connecting neighbors to each other and providing a safe environment that attracts people to our homes, businesses and public places	Ensures fundamental needs (e.g. affordable housing, safety and security in our homes, and a sense of belonging) are met	
Preserves the distinctive neighborhoods that make the Unified Government unique	Attracts employers to the area that will provide residents a living wage and good benefits to enable them to live their desired quality of life	Increasing walking and biking in the community	Improve criminal justice system		
Reduce tax delinquency		Increasing the walkability and bikability around schools			
Improve the variety, quality and affordability of housing stock in the community					

You would break away to a different room and you would work on these definitions under the goals. We partnered them up. You've got Reduce Blight and Increase Economic Prosperity for

September 5, 2019

All Citizens would be two goals that will be worked on. Increase Community Health and Increase Safety is another one and then the last two I'm going to say Improve Customer Service and Communication and then Increase Community Cohesion.

One thing I would ask you about that in thinking about it is it often confuses us. When you read the title of Improve Customer Service, really what you think would be under that, is what's under Increase Community Cohesion by the way we explained it when we did our goal setting. You may look at that in that group and we put them together to say—because if you worked them independently, you're going to redefine it. That may become one goal. The other thing is—and we don't have anything weighted yet. We don't have to decide tonight about weighting, but you may look at it and say—because right now when you weight them, Reduce Blight is weighted identically to if you score real well under Increase Community Cohesion, that's the same value from a budget perspective, so we may want to change that. We can wait, we can change the weighting, we can be done with this and be two years down the road and go you know I want to change the weighting and that's a simpler maneuver for our staff to go through and plug that in. It's an hour or two exercise versus days to go through something like that.

I also want to point out, none of our goals state infrastructure or streets which is an important thing to us, so when we went through these and staff felt they wove in, infrastructure into a couple of these like under Increase Community Health, seven down, ensures a safe, clean water supply, controls storm water drainage and effectively maintains its utility infrastructure, so that's built in there. Over in the other ones we have the next column on Safety, oversees a well-designed, well-maintained transportation system of safe and sustainable roadways, sidewalks and bridges. We've tried to do that, but you may say you know what, let's just do a goal that aligned with infrastructure and pull those items over to it. When you look at your goals think about the infrastructure ones that are within it and then kind of put that over in a parking lot to the side and say if we do an infrastructure goal, this one ought to just come completely out and go over into that one.

Commissioner Markley said I'm just thinking about how this feeds into the mechanism that you're showing us and honestly there are some of these strategies that are similar across all the goals. So, there are some pieces of this that you see it over here and then you see something very similar somewhere else. Is that because of the way—my first thought was we should take out the

similarities so the department is not trying to figure out like do I put it under this one that's almost the same language that's this one, but because of the way it feeds into here, is it important to have similarities—is it important to have the same language here and the same language here so they can put it under the different goals and then it shows up a certain way in the mechanism. **Mr. Bach** said that's a great question. I'll let Kathleen speak to it but I'll start with, how we looked at it is we thought that didn't—let's say it was one that was under Increase Economic Prosperity, we thought that item does help us meet that goal and it also helps us improve Customer Service Communication. It should get points for both because if it's something and it touches every goal we have up here, it ought to get credit for it. You're looking at that goal—I spend \$10 here and that \$10 covers every goal for the Unified Government, that's positive and that's why those similar ones could crossover. **Commissioner Markley** said that eliminates like an hour worth of discussion for me.

Ms. VonAchen said also remember that some programs would meet five or six of the definitions in any given strategy or goal in which case definitely a four, an essential program, while some may only meet one or two. It meets it significantly but it doesn't really cover all the other definitions in which case—so that's why there is kind of fluidity with the scoring.

Mr. Petersen said I will just add too, this is one of the challenges that staff ran into in scoring and the peer groups ran into scoring, this is a lot. It's pretty easy to get sort of tangled up in it in a way and so that's part of bringing it back to see do we need to simplify this, is nine definitions too many under reducing blight. Do we need to have four key ones or is there a way to make it more simple and coherent in a way that illuminates it for the Commission as well as for staff in making those scorings. Ultimately this is a decision tool that comes back to the Commission to be able to help you all illuminate where the dollars are going and how many is being allocated as part of the budget process. **Commissioner Markley** said I will comment that this Commission as part of the strategic planning or staff should probably be reviewing whatever we come up with annually so say every year coming across one of these where nothing is falling in this category or everything is falling into this category so obviously it's not significant enough, we shouldn't keep scoring through it every year, it's the impression of staff or the Commission it's not effective.

Commissioner Murguia said I may have missed this in your introduction, but just for my benefit so I'm on the same page as everybody else, I'm just going to repeat this. I'm looking at this chart with the six goals at the top starting with Reduce Blight and across the board and then each one of these in the columns underneath it, each one of these goals has how we're going to reduce blight. Like the first one would be redevelopment, renovation, repurposing and emphasizing blight reduction and infill development, correct? **Mr. Bach** said yes, that's a definition that if the department is doing that, then we're saying they're working to meet that goal. **Commissioner Murguia** asked are we going to get—so when we go then to do our budget, when we do it annually, are we actually going to link every budget line item in the budget with one of these specific goals and then the specific area underneath it. Are we going to do that? **Ms. VonAchen** said I'm happy to report that by working with our departments we ask them to cost out all their budgets and so, yes, it's already linked.

Ms. Sieben said what I would say, Commissioner, the distinction is that you said line items which would be like pens and paper or books or a certain amount of commodity or infrastructure project; this is actually looking at a program like we were talking about, snow plowing. That's a program and it's looking at it in that way and it's being ranked based on a program. Within a program there's salaries, there's commodities, there's contractual services, Capital expenditures, so those things are all in what it takes to deliver that program to the community. Does that make sense? **Commissioner Murguia** said that makes sense. One last question to get it down to the specifics. What I've heard since being on the Commission and just tonight Mike Kane already brought up about this particular area that he wants mowed and what I've seen over the last decade in commissioners is what it comes down to is how is our government, our employees, going to address the concerns that Commission express to them from their constituency.

I'm going to give you a different example. If you go to Increase Community Health and you go down to increase access to healthy foods in the community. Let's say there are 10 proposals on the table to do that; the Downtown Grocery Store and maybe there is some interest in the community to see a new grocery store in midtown, I'm just making that up, or further and deeper into the northeast, how are we going to prioritize what projects actually move forward underneath all of these categories. The specific, what area is going to get mowed, how often is it going to get mowed, who is going to determine that? **Mr. Bach** said I think you're going to something a little

bit—I mean that’s how you carry out a program operation versus defining where we’re emphasizing that as far as a spend or a priority within our government. **Ms. Sieben** said, Doug, that would also be how the Commission prioritizes our work so our budget needs to reflect what the Commission policy directive is which this is showing you if we’re putting enough funds there, our emphasis is to be able to carry that out. So, Commissioner, that will reflect the policy of the governing body much like it’s reflecting the strategic plan alignment.

Commissioner Murguia said no, I’m not talking about reflecting a policy because all of the projects that we want to do may be a reflection of the policy. What I want to know is how are we going to determine it’s more important to put a grocery store downtown than it is to build a grocery store at midtown and I’m making that up. I don’t know if we’re recording this, but I haven’t heard any midtown grocery store discussions. I’m just saying how would we determine what one the government is going to prioritize because at the end of the day this is great work and it’s clear to understand except, we still only have so much money. We don’t even have to talk about grocery stores if that’s a sensitive topic. We can talk about Mike Kane’s grass getting cut. How do we determine what happens there?

Commissioner Philbrook said the same way we always have. We look at it and we determine as the Commission what we make our priority. It’s up to us to direct how we want the money spent. So, the buck stops with us.

Commissioner Murguia said so underneath all of these categories there could be tons of projects but at the end of the day we’re still going to have to determine, at the Commission level, what projects in our county are a bigger priority than others. **Ms. VonAchen** said the priority-based budgeting at this point is focusing on the Operating Budget because we’re trying—what we’re trying is the initial objective of our priority-based exercise is initially to get us to a sustainable Operating Budget. Now, in the future, we hope to fold-in the Capital projects. That’s what you’re talking about, but at this point we aren’t including in the total cost that we’ve allocated costs that we are typically spending on Capital. What you’re talking about right now is Capital project, it’s not an Operating program.

Mr. Bach said I think I’m going to have to jump in. We didn’t bring a moderator in tonight. We thought we were going to move to this section, this is good discussion, but it’s not on task for what

we're trying to go through this, so I'm playing a little bit of that role and say if we're going to do this, we need to move into it and start to break this out.

Commissioner Bynum said if I may though add one more quick comment and then we can move on. The note I had written to myself on the big spreadsheet was similar to what Commissioner Murguia is asking, maybe a little bit different, because we still—we all still have to find a way. We get calls everyday and every night from someone who wants or needs something. They want or need a sidewalk repair, they want or need us to mow their big terrace because they can't do it, they need a tree taken down. We get these calls all day and all night and the question is, which I think we may get closer to the answer as we move closer to November on how are we all going to balance those individual requests for service from the constituents that never ever, ever stop asking us to help them resolve those issues. **Mr. Bach** said I guess I will say how priority-based budgeting helps you in that regard is that you're going to go through this and say of all the money we spend in the budget, this is where we want it prioritized. If you come down and you identify that there's \$20M that we're spending today, and that total is not totally out of line from what we've seen, it's a very optimistic number but some of the high-performing cities that have moved into priority-based budget have moved on the General Fund side of their spend and have been able to reallocate 10%. Well, our General Fund money is \$260M so \$260M would be in that category and I'm not saying cut, what I'm saying is reallocate. So, when you say we want to spend more money on sidewalks, you then identified what we're spending \$6M, \$10M, \$20M on items that are important, but they're not as important as spending the money on the sidewalks. Then you have to make the decision, do you want to reallocate that or not. That's what we are hopeful and we know this tool can do. **Commissioner Bynum** asked do you also want us to nimble this. Is that word? We still have to be able to react and respond to these individual situations. **Mr. Bach** said if you have money, you can put it in that kind of category, unallocated. **Commissioner Bynum** said I'm confident that we will get closer to those answers.

Mayor Alvey said I also think what this should be able to help us do is I think is if we define our priorities and results, it also gives us the means to tell constituents we don't have enough money, we can't do it all. At some point we do have to say no. It's as simple as that. We cannot do everything because of limits in budget and this perhaps gives us the narrative to explain to people

why this project is not being done in this way at this time and that's a hard thing to do, but that's what you do when you have limited resources.

Mr. Bach said we're going to break out into the groups now. I have not assigned, we were generally thinking we could have three of you go into each one. Melissa is going to lead the group that does Reduce Blight and increase Economic Prosperity. (Commissioners in this group were McKiernan, Murguia, Markley, and Burroughs.) It will be in the conference room down the hall. Gordon is going to do Increase Community Health and Increase Safety and Perception of Safety. (Commissioners in this group were Kane and Johnson.) He's right here. Alan is going to do Improve Customer Service and Communication and Increase Community Cohesion which is over in the conference room over on the side. (Commissioners in this group were Philbrook, Bynum and Mayor Alvey.)



The breakout session started at 6:00 p.m.

BREAK



Break was from 6:52 to 7:00 p.m.

REVISED DEFINITIONS



Reconvened at 7:05 p.m.

Commissioner McKiernan said we're fine. I just don't think we were being as thoughtful and deliberative as we could have been because we were just going to meet this deadline. **Mr. Bach** said can I offer, as we come back now, maybe we show you the product of the other groups definitions and then engage in some discussion about where you guys are at. We don't have a Special Session pin down for next week and that could provide us an immediate chance to come

right back and have a couple of hours to work on that. **Commissioner McKiernan** said well, I'm fine if the rest of you all say yep, we're good.

Commissioner Markley asked are we going to cover them together or do we potentially overflow into that Special Session. **Mr. Bach** said why don't we do that. The part now was to come back and just work from that, share the definitions with the rest of the group and see if anybody else was there so if the one team doesn't feel like they're quite there, I think that's something we work on.

I believe Commissioner Johnson was going to report out for the committee that he and Commissioner Kane were on, Increase Community Health and Increase Safety and Perception of Safety.

Commissioner Johnson said under Increase Safety and Perception of Safety; the first one we just did not necessarily like the word feeling. Offers protection, enforces the law, administers justice and fosters a feeling of personal safety. We just changed the word to an environment of personal safety and security. On the second, third, fourth, and fifth, we had no changes to those. We talked through them and really felt they were in the right group. We didn't have any changes to the language on those.

On the fifth and sixth item, we agreed with Doug's recommendation that we need to add one more goal which would be to Improve Infrastructure. We looked at taking the line item that talks about oversees a well-designed, well-maintained, transportation system of safe and sustainable roadways, sidewalks and bridges and the next one beneath that, it says ensures a safe, clean water supply, controls storm water, etc. We moved those into what will become a new goal entitled Improvement of Infrastructure, so we're recommending that those two no longer be under Increase Safety and Perception of Safety.

Then we looked at connecting neighbors to each other and providing safe environments. We felt—well, there was some discussion that could be seen as an infrastructure conversation or infrastructure goal as well, but also, it could very well be tied to Safety and Perception of Safety. We're going to recommend that be utilized under both headings under Improve Safety, Perception of Safety, and under the new Improve Infrastructure line item.

Finally, this one right here was a big one. I don't think that I'm completely comfortable with this one, but after much discussion rather than just saying improve criminal justice system. We said support improvement to the local criminal justice system. I'm just putting that out there. We can talk about that later on, but that's about as good as it got because that's really a mouth full even just with that slight modification is really a mouth full. Those are the changes and all the discussion we had for Increase Safety and Perception of Safety.

Commissioner Bynum said so, you're suggesting a new column that is Improve Infrastructure, a new goal. **Commissioner Johnson** said a new goal.

Commissioner Markley said I would just comment that I thought the Public Safety or the Safety and Perception of Safety goals in general were the most specific out of any of the categories which I love, so I liked all of that. **Commissioner Johnson** said that's why we didn't have a whole lot of changes. Probably about half of them we just said they were pretty well stated.

Mayor Alvey said I like the idea of a separate for the Public Infrastructure. I think that's, again, one of the most important pieces of what we do obviously, so I think it warrants its own goal.

Commissioner Johnson said this is another one and of course Brian was in my ear the whole time while we were talking about this. Anyway, the first one promotes and ensures access to treatment prevention and education services; we said let's leave that where it is as well as the second one in terms of collaboratively providing the basic physical, mental, economic. What we did on number two, we actually combined one that says—there's one that talks about provides for the physical, emotional and social well-being. We just combined both of those together since you're using the word multi-generational, it automatically assumes that it includes seniors. We took the line out about the senior population and that is all inclusive in number two. I didn't use the word increase public health. We're recommending it be changed to improve community health.

We have the one that's talking about accessible, well-maintained parks, trails and open spaces; we're moving that to the Infrastructure goal as well. We're moving that to the Infrastructure one. I thought we said we were going to keep that in both. **Mr. Bach** said yes, we said both. **Commissioner Johnson** said we're going to have that in both meaning Improve Community Health and Infrastructure. **Mr. Bach** said, Rocki, I think you need to make a note on

that because that's not what it says up there. Add it to Infrastructure and we leave it in this one too. **Commissioner Johnson** said the one that talks about parks, trails, and open spaces. So, that will be both in the Improve Community Health and Infrastructure.

Fosters a community that helps families meet the health, security, nutritional and development needs; we said no change to that.

Provides for the physical, emotional and social well-being; we took that out.

The line that says supports and provides community events, neighborhoods and gatherings; we thought that would be better served under Increased Community Cohesion. I don't know which group had that. **Commissioner Philbrook** said us. **Commissioner Johnson** said but we thought it would be better served under you all. **Commissioner Philbrook** said it's alright. We have that condensed already.

Commissioner Johnson said the ensures a safe, clean water supply; again, we moved that to Infrastructure.

Increase access to healthy foods in the community; we thought that was good. No changes to that.

Increasing the walking—the last two we thought could be combined. Increase the walkability and bikeability in the community and around schools. Those are the changes.

Mr. Bach said, Alan, who was your spokesperson? **Mayor Alvey** said Improve Customer Service and Communication; we decided to take this one out. It's a duplicate of Community Cohesion, so that's already Community Cohesion, we take this one out, the first one.

The next one, again, is duplicative. So, again, we kept that in Community Cohesion and you will see that we actually changed some of the language in that category.

Alan Howze, Assistant County Administrator, said it might be useful for the other members too in terms of that, how you thought through what these—you know the Community Cohesion and Communications. **Mayor Alvey** said I think for us to go through that—**Mr. Howze** said I'm saying how you thought about the categories because there's some confusion or challenge around what do we mean we talk about—when we say communication and what do we mean when we say cohesion. **Mayor Alvey** said what we were really focusing on; Improve Customer Service, we felt that really needs to be a stand-alone and so we used this category to focus in on how we go

about serving the community and focus in on the services and programs, departments and really focus on that and communication is a part of that, but it is not kind of a descriptive for the whole. I really don't think I helped on that. I think when we get to the Increase Community Cohesion, you will see where we're going with this. What we're trying to do is whittle out and move things to make it more—each category to define better what we were reaching for.

Item No. 3, again, supports and provides community events, neighborhood gatherings, and culture and reaching opportunities that connect the community. Again, it gets moved to Community Cohesion. Those are community building activities. We really want to create and empower participatory attitude by all of our residents and businessowners and so forth. That really is what we're talking and that moves over to Increased Community Cohesion.

This is really where we focused in then, offers efficient, affordable and responsive public services to support the business community. We talked about why did we—that's what we really are focusing on here, why are we just taking out and identifying the business community. We're talking about the entire community, so we simplified it to offers efficient, affordable, and response of public services for anyone in the county.

Informs and educates the citizens about activities, initiatives, outreach programs and other available opportunities. We removed that but we didn't lose that. No, we changed that. Actually, that was not removed. It should be through a strategic marketing communications plan inform and engage citizens regarding activities, initiatives, outreach programs, and other available opportunities. That should just be changed. Again, it should be informs and engages. It should just be citizens, really, it's community because we want to include businessowners and people that work here during the day and the community.

About activities, initiatives, outreach programs and other available opportunities. We identified specifically, for instance, the stormwater rate. You know, that's engagement. It should be at the very beginning before informs, it should say through strategic marketing and communications, informs and engages the community.

The next items stays. Again, focus needed to stay, fosters training and cooperation across departments breaking down silos and working collaboratively to solve problems. That's really got to be central to what we do. Again, this speaks right to the customer service and service provision.

Mr. Bach asked are you changing the title of this one or recommending that just be Improve Customer Service. **Mayor Alvey** said I think that's what we're trying to focus in on there. **Mr. Bach** said taking away and communication. **Mayor Alvey** said no, because we do have—I don't think we ever got to the point where we said we would take out communication. I think we're really trying to focus in on that it is about customer service and communication plays a key part in that especially since we do talk about a strategic marketing and communications plan that informs and engages. **Mr. Bach** said I think we have it summarized what you're after.

Mayor Alvey said we will go on to the next goal, Increasing Community Cohesion. We really tried to simplify this. We felt there were several redundancies in here. Empowers citizens to be partners in a connected community. We felt like there were at least three places where that was stated, so we just focused in on fosters a feeling of community pride and share responsibility that values and supports a diverse population. That's just a reworking of some of the language that was already existing that you can see down further.

Ensures fundamental needs, that is affordable housing, safety and security in our homes, and a sense of belonging are met. I think we thought it was just too broad and just covered everything. The second item fosters a community that celebrates and encourages integration of new residents and businesses. What you see on the edits, supports neighbors and businesses coming together for the good of their community and supports and provides community events, neighborhood gatherings, and culturally and enriching opportunities that connect the community and that had been mentioned under Improve Customer Service and Communication. We moved it over and changed the language. Fosters a feel—again, we thought that redundant, removed that one. We already said that at the very beginning.

On the Improve Customer Service and Communication the original said supports and provides community events, neighborhood gatherings and cultural and enriching opportunities that connect the community. That was redundant to Increase Community Cohesion where it says cultivates a wide range of recreation, cultural, educational and social opportunities. We combined it into one earlier so that was removed.

We thought this one ought to move to Increase Economic Prosperity goal. Manages growth through well-planned development that promotes community and values open spaces and sustainable community building. This didn't seem to really speak to the Community Cohesion and then we kept this because, again, it helps us focus in on neighbors and neighborhoods. We

didn't want to lose that because so much of the work—the strength of our city is the neighborhoods and neighbors coming together for the good of their community.

Commissioner Philbrook said we didn't want to lose the Liveable Neighborhoods concept and all of that, that our community has worked so hard at, especially Commissioner Bynum who helped create the whole thing. It is like it is, so we want to keep it. They are the background of our community and the background—because without them there's a lot of the stuff we could have never gotten done.

Commissioner Bynum said we ordered some of this and then kind of swapped it across the two just to clarify. When you see goal one over here and over here it's completely different because we actually reordered the definitions underneath that goal.

Commissioner Johnson said the ones that you have, and it goes also for our group as well, there were some that we felt should be in another group and I just want to make sure that doesn't get lost in the translation. **Mayor Alvey** said the one we did think needed to move to Economic Prosperity, it says it in the edit there.

Mr. Bach said so in these edits, we will take these back, make it a final sheet like this moving over and I think I'm hearing the Infrastructure goal is one we should add so there should be seven on here, you know, to program into it. We'll get a bigger sheet of paper and go from there.

Ms. VonAchen asked do we want to go over the last two goals. **Mr. Bach** asked did you guys want to talk about some of what you have over there now or do you feel like it still needs group interaction. **Commissioner McKiernan** said Commissioner Markley for the win, she's got it all. **Commissioner Markley** said we did get through one whole goal and then part of the other one. **Mayor Alvey** asked did you feel like you had enough time to get through the one. **Commissioner Markley** said I think we're drawing to a close on it, but then we just barely started on the second one. **Commissioner McKiernan** said we were trying to be too analytical and (inaudible.)

Commissioner Bynum asked which two are they. **Commissioner Markley** said it's Reducing Blight and Increasing Economic Prosperity goals. We started it. This is the Blight one that's up on the screen. We can start through that. We went through several iterations of these first two. We initially tried to combine them, but then we realized that one really addressed the vacant housing or vacant buildings and the demolition aspect where the other one really addressed—could still address vacant buildings but also address ones that are inhibited in the second one. The second one specifically excludes those. After playing around with them for a while, we wanted demolition to be emphasized so we left that one separate and we didn't make any change to these two. I shouldn't say that. We made many changes to them and then we came back to them the way they were to begin with to address separately the vacant and the non-vacant aspect.

The second two we felt like were just not specific enough and were sort of fluffed so we removed both of those. I think actually this fosters and welcoming inclusive neighborhoods was already addressed in the Cohesion topic, but we said it really belongs there.

Mayor Alvey said I see you moved to Cohesion and we see that and then we reduced it down, so we think it's covered. I don't know that we would move it over. **Commissioner Markley** said exactly. **Mr. Bach** said, so, it just needs to be removed. **Commissioner Markley** said right, I think so.

Commissioner Markley said then we discussed sort of overarchingly that there are some safety aspects of the reducing blight that really belonged in the Safety area and we felt this next goal was one of those that was more appropriate to Increase Safety and Perception of Safety goal.

The next one down, we struck the word schools just because we don't have control over that aspect necessarily and what aspect we do have control over we felt were addressed under the other amenities. But, then, if we're going to do an Infrastructure goal which we have several places where that's addressed in here, we would move this to the Infrastructure goal.

The next one, you can see the same thing. We think this would be best addressed under an Infrastructure goal.

The next one about the unique neighborhoods, I'm sorry, I should be reading these more so that Commissioner Murguia can follow along; but the one about distinctive neighborhoods we said it's probably better suited to Cohesion because maintaining distinctive neighborhoods doesn't

necessarily have anything to do with reducing blight. **Someone** spoke but was inaudible. **Commissioner Markley** said yes, they did address one, so we can probably change that to remove since it's been addressed by the prior group. Going last, I get the advantage of knowing what everybody else already handled.

We just changed the wording of this tax delinquency because we said just reducing delinquency doesn't reduce blight but reducing the number of tax delinquent properties is probably a better wording for that.

The housing stock, we removed the affordability aspect because we felt it better fit under the Prosperity goal so we left the wording other than removing that and then we talked about there was no goal in here that specifically addressed just property maintenance and enforcing property maintenance, what we would call Code Enforcement.

We would add a goal to that affect and then another area we thought wasn't addressed was our maintenance of sidewalks, curbs and alley's. Our government infrastructure, which we obviously spend funds to maintain and which can contribute to blight if not maintained, but it wasn't addressed by any of the other goals so we think that should be addressed in this goal as well.

We didn't feel like the mowing aspect was encompassed so we probably need to develop a goal that deals with Maintenance of Vacant Lots. You addressed property maintenance enforcement, but that's enforcing against the citizens. We also know we spend money maintaining vacant lots in terms of the mowing program and that, again, wasn't addressed in any of the other goals and that probably needs to be added and words missed as well.

Mayor Alvey said I noticed you took affordability out. Is that because we feel that is out of control? **Commissioner Markley** said because if we're specifically dealing with what reduces blight. Affordability of the house doesn't really have to do with reducing blight. We said if we're going to address affordability, it's going to be under the Prosperity goal where the blight is specifically tied to the quality of the house. **Mayor Alvey** said okay.

Commissioner Bynum said on Item 6 I think, you're moving it to Public Safety. I'm just pondering it because Commissioner Kane just earlier tonight commented that the mowing is actually partially a safety issue and it's also a blight issue to me. I just wonder about moving that.

Could it live in two places? **Commissioner Markley** said I think it could but we were trying to be strict about does this right here itself reduce blight. The reality is if we feel safe and secure in our neighborhood but there is still a blighted house nextdoor, that didn't resolve the blight. The feeling of safe and secure didn't resolve the blight and that's why it sits under Public Safety and not under Blight. **Commissioner Bynum** said interesting. **Commissioner Markley** said now, reducing blight can make you feel safe and secure—**Commissioner Bynum** said I guess that's what's in my head—**Commissioner Markley** said but the making safe and secure didn't reduce the blight and we're trying to create the things that reduce the blight. **Commissioner Bynum** said I think in some cases reducing—in many cases, making it safe is also blight reduction. **Commissioner Markley** said so, you're saying you think the blight is reduced because they feel safe because we're saying the reverse is true. If you reverse the blight, your neighborhood is safer, but this is about—what we're listing are the things that reduce blight and the feeling safer doesn't reduce the blight. **Commissioner Bynum** said both things are true.

Commissioner McKiernan said and this is why we didn't get done. **Commissioner Bynum** said it's not a paramount importance, but when you were commenting on it, I was just going straight back to what Mike Kane said about safety. **Commissioner McKiernan** said Angela has said it and you've got to listen to what she's saying, go back to what this says at the top. While an increased sense of safety may be a tangential result for reducing blight, this is not—we're focusing on reducing blight. **Commissioner Bynum** said right. I guess I'm saying—okay, I can buy that. I'm coming at it from it's a safety issue that is also a blight reduction issue.

Commissioner Markley said could we reword a goal that says what I think—what this wording says is making your neighborhood safe or reduce blight. Can we word it to say—I don't know. I'm trying to get where it still fits under this goal but gets at what you're saying that—**Commissioner Murguia** said I think I have a suggestion for this. Commissioner Bynum, I think what you're talking about is a way, if you look at the second goal, which is Increase Safety and Perception of Safety, the way to increase safety and the perception of safety is to reduce blight. So, it seems odd but you could put underneath that category reduction of blight. **Commissioner Bynum** said yes. **Commissioner Markley** said that's where the overlap happens, brilliant.

Mayor Alvey said I do think it goes both ways. I mean, obviously, if people don't feel safe in their neighborhoods and they decide to leave, what does that do to property values and then what happens if there is a lot of high incidences of crime in a neighborhood, insurance rates go up,

lending gets more difficult. I think it goes both ways. I think we could easily split this one way or another and really, we need to fall it on both.

Commissioner Markley said can we put a note in the other column that says that we may need to address blight in the Public Safety column. I would put it over there and the next column over just so something we remember. **Commissioner Bynum** said that's fine. That sounds good. On the next one down—**Commissioner Markley** said we may want to address blight reduction in the Safety and Perception of Safety goal.

Commissioner Johnson said before you leave that one, it says creates an environment where residents feel safe. I guess I've been toying with that word feel or feeling and I thought maybe we should—I'm only offering this, where residents are safe and secure in their homes as opposed to feel safe. You can kill it. I just want to throw it out there and if it sticks—**Commissioner McKiernan** asked how do you quantify are safe. **Commissioner Johnson** said I don't know how to quantify feel safe. **Commissioner McKiernan** said but we've got the survey where they give us their perception of safety so we at least have the survey to gather their feeling, but how do you gather data on are safe? **Commissioner Johnson** said through statistics I would say. **Commissioner McKiernan** asked what statistics. **Commissioner Johnson** said crime statistics. You can leave it at feel. I'm just throwing it out for discussion.

Commissioner Philbrook said good point because how do you know—so, if your neighborhood has two people that you know about that had problems and that's like really low in the whole community or in the area, doesn't necessarily mean you're going to feel safe even if you are safe by statistics. **Commissioner Johnson** said I'm fine. **Commissioner McKiernan** said I would further argue that blight is only one component of a feeling or an actuality of safety. **Commissioner Johnson** said I would agree with that. **Commissioner McKiernan** said which I think the suggestion to include blight as part of the Safety goal is the appropriate action. **Commissioner Bynum** said I agree.

Commissioner Bynum said I have one more question on the next one. When we strike the word schools, and the only reason I ask, is because I'm reading that section as access to parks, rec, schools and if I'm reading it different than other people are reading it, that's fine. When I think

about access to schools, that's sidewalks, streets, and curbs and that's Safe Routes to School and that's stuff we do. **Commissioner Markley** said I think it was more a concern about the perception because there is already a strange perception that we have control over the school districts in some way that we thought we're already covering schools really by saying access to amenities and a school is an amenity. We just thought by putting schools in there, are we giving the impression we have control over the schools. **Commissioner McKiernan** said and we would cover your sidewalks under the one we had down at the bottom about the public infrastructure and curbs, streets, curbs, sidewalks. **Commissioner Bynum** asked did that go to the Infrastructure column. **Commissioner Markley** said that was an added one. **Commissioner Bynum** said okay, I'm good.

Commissioner Kane said the districts are so different that what bothers me isn't—we have no sidewalks out west, right, that's why the buses pick the kids up. We don't have a safe route because there isn't one, but we've got a lot of grass. That's why it makes this exercise hard because what's important to one commissioner in one area isn't near as important to another one because we all represent different geographical minority of everything. I don't know why our group worked better. **Someone** was inaudible. **Commissioner Kane** said that's true, but here's what nice about that. They've got to hear what we were thinking and we've got to hear what they were thinking and it wasn't three of us, it was just two of us so we had more administrative people saying well Harold what's bothering you and Kane what's bothering you and we kind of blend it together, but his district is completely opposite of mine. Although this exercise is good, it's difficult to put it all together because I'm telling you when I talk to the rest of the commissioners and they've got this issue and that issue, I'm like I wish that's all I had. Then they would say the same thing, Kane, it can't be that bad. Right now, for whatever reason, each one of us are getting more phone calls and more emails than we've got before and I can't explain why.

That's kind of why I wish we would have broadcast this tonight so people could have heard some of our concerns and I also do think it's important that we talk about what affects our area because it won't unless we all work together.

Commissioner Philbrook asked, Doug, aren't we going to come back together and review this as a finished product. **Mr. Bach** said yes, we have to. **Commissioner Philbrook** said we could put that before the community so they can see and have a conversation.

Mr. Bach said I want to comment though on provides well-designed neighborhoods and access community parks, recreation, and opportunities and moving that to Infrastructure. In our committee with Commissioners Kane and Johnson—and I guess it's a matter of what we have, but we moved the one to Infrastructure—I don't remember, we changed it to increase the walkability and bikeability in the community and to schools. We were not as specific as this goal when you come back and read it where it says access to community parks, recreation, opportunities to schools and other amenities which seems to be a—it's the same goal. This one has bikeability and walkability to the community which would include parks and everything else and then we say specifically schools so I think this one can probably just be removed on the Reduce Blight one that you're suggesting to move to Infrastructure because I think—**Ms. Sieben** said, Doug, I do want to point out this will remove the last of anything that relates to quality, design of place in the community out of here. **Mr. Bach** said quality is well-designed. **Ms. Sieben** said design, it's talking about the planning processes and this is the last reference and I believe this will remove it out of this document altogether, which is fine if that's what you guys are looking for. I just want to make sure that we are thinking about how that's not showing up anywhere.

Mayor Alvey said it is under Increased Community Health, correct? **Ms. Sieben** said it may be, but it wasn't and once it's taken out of here it's gone. (Mayor Alvey and Mr. Bach were talking amongst themselves and was inaudible). **Commissioner Markley** said we may be addressing that under the Infrastructure. **Mayor Alvey** said we moved to Infrastructure. **Mr. Bach** said but it doesn't say well-designed. Is that the word you're after? **Ms. Sieben** said no. I'm just talking about the fact that there were several locations in the document where we talked about sort of planning and so just a question.

Mr. Howze said the one in Community Cohesion, that's one also I think we proposed moving to Economic Prosperity. There was one, manages growth through well-planned development that promotes community. That was proposed moving from Community Cohesion to Economic Prosperity as well.

Mr. Bach said on this one then, are we saying it can just be removed because it's covered by those other two places. We have the walkability throughout the community. **Commissioner Markley** said I think we probably need to see all the ones that we moved to Infrastructure together so we can decide if we have what we want and what might need to be added. **Mayor Alvey** said it would seem to me that we would want to see this thing reworked, brought back, and then give

further comment and discussion. **Mr. Bach** said we can do that and we'll just have them both in the Infrastructure column, one above the other, and then when we read them together go duplicative or you need a couple of words to make them sound right.

Commissioner Murguia said I was going to comment in regard to that topic. I didn't say anything, but I'm unclear why we even need that language. Why is it important to put in there well-designed neighborhoods. We have a whole department with a whole group of policies that we just updated that are supposed to ensure well-designed neighborhoods. Am I not interpreting that language in the way it was intended? **Commissioner Markley** said I think the work of that department will be the program that we're going to have to tie to one of these goals.

Commissioner Murguia asked has someone complained—I guess I go back to kind of the basics of what Mike Kane said earlier about—really what it boils down to, what I care about as an elected leader is that I'm listening to the concerns of my constituency and trying to get them addressed. So, no one has ever called me up and said that's a terrible designed development you did. What they're saying is when can we get more development or I didn't like how that was laid out. I have never in over a decade received a call from anyone anywhere complaining about the way a development was designed or laid out. I don't understand why that's the topic of conversation.

Mayor Alvey said I will say this. The subdivision that was built near my house, when it was proposed there were several battles over the design and, frankly, it does come up in the process but, again, it is a part of the Planning & Zoning process so whether we need to add language, I don't know. Again, to relate back to the budget process, the document, it needs to be written in there so that we can do the priority-based budgeting.

Commissioner Markley said I understand that our ultimate goal as commissioners is to answer to constituent needs, but this is about budgeting for the constituent needs and we're saying is this or is this not a way to reduce blight to put funds toward it to reduce blight. Our team said no, it's not a way to reduce blight, but it might be something we may need to look at under the Infrastructure. **Commissioner Murguia** asked what does it do for Infrastructure. **Commissioner Markley** said that's a good question. We haven't set an Infrastructure goal so I don't think we have an answer because we don't know what our goal is.

Commissioner Murguia said I don't understand that one. I will just let you all know I don't understand that one. We have very specific Planning & Zoning rules. We go through the process, we engage the community, they have an opinion, we oftentimes adjust those plans but after development is up and running and in place, I can't think of one time at any meeting I've heard complaints about where a road was put or how a house was built, but I only represent one district. Maybe in your district people care about that, but it's not like that for me.

Commissioner Bynum said if I may, I think there's a case to be made for not losing that language and perhaps it belongs in the Infrastructure or the Economic Prosperity, I don't know, but land use and the planning of how we use our land is critical. It's absolutely critical. It's the bedrock of everything else we do around any community building. We can't lose that language.

Commissioner Murguia said I agree with you, Commissioner. I'm not saying it's not important that we design quality neighborhoods, but we address that through our Planning & Zoning. We have a whole department dedicated to that. That's what Commissioner Markley was saying, this is in reference to budgeting and I said what specifically is that. We have a whole department dedicated to that task.

Commissioner Markley said I think that's the point. We're trying to figure out is that department meeting one of the primary goals or not and so if we don't list anything as a primary goal that has to do with their work, then we're saying we shouldn't be funding them as highly because they're not meeting a primary goal. **Commissioner Bynum** said they're critical to everything we do. Nothing happens to land without that department. **Commissioner Murguia** said like I said, I'm good with it being in there. I'm just saying nobody has ever called me up and said hey, this development you did is terrible and you should have planned it different. **Commissioner Bynum** said if we didn't regulate land use, they sure would be calling you. **Mayor Alvey** said we'll move on.

Ms. VonAchen asked did you want to go over what we have so far with Economic Prosperity. **Commissioner Markley** said, group, stop me if I'm wrong. I'll just say we started through this goal and what we were struggling with is the goal that's listed at the top of the page says Increase Economic Prosperity for All Citizens. It does not say increase economic prosperity for the county or for the city and then as we were looking through the statements a lot of them related to increasing

prosperity for the county and not for the individual citizens. I think one point of discussion that we need to have, not tonight, but at some point, as a Commission, is whether our goal is really just increasing economic prosperity for the citizens, for the individuals, which we have less control over or whether it also has to do with increasing the economic prosperity of the county which we do have more control over.

For instance, you know, we changed this first one to just say promotes and supports well-planned quality development and redevelopment and we kind of said, well yes, because that brings jobs and then people have more money. The reality is when we bring in development it's increasing our prosperity for sure. It may not be increasing the prosperity of individual citizens. We were struggling to tie these goal statements to the initial goal if it's only tied to the citizens and not to the general prosperity of our county.

Then as we went down, we kept removing them because we kept saying this doesn't have to do with economic prosperity of the individual citizen except for the workforce readiness which obviously is more individualized. That has to do with the prosperity of our residents, but most of these others really have to do with that greater prosperity and so I think ultimately, we need to have a discussion as to whether our goal is actually a correct statement of what we intended or whether we really intended to have a broader goal in this situation. **Ms. VonAchen** said actually your question goes back right to what Commissioner Burroughs was asking at the beginning of the evening.

Mayor Alvey said it seems to me that we could have—we could turn the entire county into a tourism district and industrial district. If it does not increase the prosperity of our citizens, what would be the point. I think we really have to focus in on, again, at the personal level—this is why I—increase workforce readiness and support the expansion and retention of high-quality jobs, it's all about building the wealth of our stakeholders, the homeowners. **Commissioner Markley** said but then, Mayor, if you look at plans and designs sustainable transportation and utility network, it's a few steps before you can tie that to individual prosperity, but it certainly contributes to our prosperity at the county and that's where we were struggling because we could see the tied to the prosperity of the county and we could see the ultimate tie to prosperity for the residents, but there's a few steps in-between. We build some fiber infrastructure, maybe we get a company, maybe that company hires our people, maybe their wages are good and they get a bigger house, but there are

a lot of steps in-between there if we're not tying our goals to the prosperity of the county. **Mayor Alvey** said I would say it's an either/or, it's how do we articulate that and that's for discussion.

Commissioner Philbrook said couldn't we just modify it by saying for our citizens and community because community would be—you know, you make sure you keep the citizens in there, put the full community which is business and everybody else as well.

Mr. Bach said Increase Economic Prosperity of the County and our Citizens. **Commissioner Philbrook** said yes. **Commissioner Philbrook** said well, I don't know county because when you say county, that smacks the government. **Commissioner Markley** said it's not about lining our government pockets. **Commissioner Philbrook** said exactly. I want it to sound more like our whole community which includes business and the whole nine yards. It's not just the citizens because half of these things that deal with workforce are because we need workers and we have people that need to be trained because we have a lot of businesses that don't have the workers that they need and when they do, they will stay here. It's very complicated.

Mayor Alvey said I think the other thing is, rather than citizens, we might say residents because some of our residents are not citizens.

Commissioner Murguia said I just have a small thing to add to that. I'm not completely sold on making the statement to people that says I can increase the economic prosperity for all citizens. What I can promise to do is increase the economic prosperity opportunities for all citizens. It's a little word difference, but you know, I can't get a job for someone, I can't send them to college, I can't do all those things so it's more about creating an opportunity for people for me. There will be a lot of people that want to say that you said you were going to get me a job or you said you were going to make me more economically prosperous. We can't guarantee that. That's a false promise.

Commissioner McKiernan said I agree with that. It's really nice when we're sitting down—when we first dreamed this up, it was like yeah let's do that and this exercise is forcing us to confront the reality that there are six degrees of separation between us and our ability to actually

make a direct impact on that. **Commissioner Markley** said it was visionary. There was a vision and now we're trying to put the steps to that. **Commissioner McKiernan** said exactly.

Commissioner Bynum said I think opportunity rather than prosperity would be a good swap out on that goal heading. **Mayor Alvey** said except I would say that we do want to increase the economic prosperity of the county and the economic opportunities for residents. **Commissioner Murguia** said yes, Mayor, I think that sounds great.

Mr. Bach said I'm getting Increase Economic Prosperity of—and this is the question, community or county, but Increase Economic Prosperity of the Community and Opportunity for our Residents. **Commissioner Burroughs** said community prosperity. I mean that encompasses everybody, residents and businesses. They're all part of our community.

Commissioner McKiernan said what I said to Melissa a moment ago, it's that's (inaudible) chart plus the salaries of workers. The community, it is all aspects. (Someone was speaking but was inaudible.) **Mr. Bach** said that kind of stays in line, yes, that's a simplistic just straight at. **Commissioner Bynum** said I think when you say we're a community that's prosperous, that means a lot of things. **Commissioner McKiernan** said the ones we took out, put them back. **Mayor Alvey** said what we don't want to do is to lose the focus on the individual here.

Commissioner Murguia said I just don't want to make the commitment to make every citizen in Wyandotte County prosperous and I don't think anyone else up there wants to do that either. **Commissioner Markley** said I think that whole bar, that graph, that whole bar of the money graph would have to go towards that. **Commissioner Murguia** said right, exactly. It's hard to bet on individuals. It's really hard because it's really up to them in the end to make decisions. We can only create opportunities for them.

Mr. Bach said okay, why don't we work with that. Did you want to talk about any of the definitions you have underneath it? **Mayor Alvey** asked do you want more time to work through this. **Commissioner Markley** said I think as staff goes back through and as we're working with this new definition, I think staff can probably start to figure out why we were having issues with just the citizens being involved in the prosperity and some of that can probably be resolved by staff and brought before us because that, I think, was our primary stumbling block as we began to look at this one. Like I said, we went through the first few and then we just realized we were having to

define. **Commissioner Bynum** said today we love you and we have all the confidence in the world in you, next week we'll see.

Mayor Alvey said I know this is late in the process and I can tell you all are getting punch drunk, but I really wonder if we say economic prosperity of the county—of the community, we're really also talking about fiscal sustainability of the Unified Government. If we don't write it in there—**Someone** was inaudible—**Mayor Alvey** said I'm just putting it out there. Again, it's too late to really—I had to put that out there because we talk about economic prosperity so what if all of our businesses are doing great but we're not paying the bills of the Unified Government, what good does that do us. **Commissioner Bynum** was inaudible. **Commissioner Markley** said isn't that covered by some of the Governance Standards? **Mayor Alvey** said that could be, very much.

Ms. VonAchen said it's not the Governance Standards, it's the Basic Program Attributes and that's the attribute that has to do with whether a government recovers its cost or not through other fees and charges. That's the only one we look at. In other words, not really because that doesn't factor in your tax rates and your assessed value. The Mayor has often talked about how we need to grow ourselves, our assessed value needs to grow ourselves out of the fiscal kind of (inaudible) we're in right now.

Commissioner Philbrook asked, Mayor, does that mean that within that concept that we don't have prosperity. It doesn't say it but the plan that you've moving toward and initiating does imply that we want to be a prosperous community and not be spending more than we make and have money in the budget to take care of emergencies, etc., etc. **Ms. VonAchen** said if our residents improve their personal income, then their property values will probably also improve which ultimately results in us having more resources to dedicate or invest in. **Mayor Alvey** said presumably. **Ms. VonAchen** said, yes, so it's sort of the chicken and the egg. **Mayor Alvey** said I'm not suggesting it has to go in. I just think, again, in terms of a focus where it's going.

Mr. Bach said shall we move then to next week and we will just plan to come in. We will work through everything we know. Increase Economic Prosperity for All Citizens, we'll give it a new title and I guess you'll want to work through those definitions still as a whole group. **Mayor Alvey** said yes, I think—**Mr. Bach** asked or do you want to assign that committee to come back early

and they work on it for the first half hour and then they report out at 5:30 p.m. **Ms. VonAchen** said you asked when Commissioner McKiernan is out of the room. **Mayor Alvey** said Commissioner Markley is reporting out. You need to make that decision. **Mr. Bach** said, I mean, do you want another thirty minutes to work on it as a group or just start right here with the whole committee? **Commissioner Markley** said I think we're good with starting right here with the whole committee now that we resolved the fact that we're not only applying these statements to the citizens because that was the primary stumbling block.

Commissioner Philbrook said so, Doug, does that mean you're going to come back with everything else, wordsmiths and brought back to us and then that's the only section that we have to—**Mr. Bach** said yes.

Mr. Bach said can I ask you one question I guess and maybe it would be an edit I would probably make. We're you looking at plans, designs, builds a sustainable transportation utility network and supports growth and meets the long-term needs of the community, either moving to Infrastructure or both? **Commissioner Markley** said yes, we were looking, I think, at moving it to Infrastructure assuming there was such a category. **Mr. Bach** said okay, so I might go ahead and move that one. It seemed like that was pretty straightforward that one should be over there.

Commissioner Markley said that next one is related, but it has to do with coordination with other municipalities. **Mr. Bach** said I think there's a little discussion on that. To me that was done for bus service.

Mr. Bach said, Mayor, I think that puts us at a point where we can break tonight and we'll continue the discussion next week. **Mayor Alvey** said the only thing I would ask is that—I would encourage staff to work through these as quickly as possible because we want to give these to Commissioner Townsend and Commissioner Walters in a timely fashion because they will have to come up to speed and actually offer some opportunities, if necessary, to help explain to them before we meet what happened and where we are. **Mr. Bach** said it will be our goal to send out the clean-up sheet Monday with the agenda.

**MAYOR ALVEY ADJOURNED
THE MEETING AT 8:12 p.m.**

dt

Bridgette D. Cobbins
Unified Government Clerk

September 5, 2019



Suite 323
Kansas City, Kansas 66101-3070

Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: September 12, 2019

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.

tpl

Attachment

1. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received on September 11, 2019, for Project #B26924 – Wet Well Cleaning of Municipal Waste Water Pumping Stations.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor, and Public Works.

2. PUBLIC NOTICE:

Alandon Tow, 6224 Kansas Avenue, held a public auto auction on September 3, 2019 at 10:00 a.m.

Action: Received and filed.

3. COMMUNICATIONS:

Pam Kahao, Accounting Manager, regarding warrant cancellations:

<u>Warrant #</u>	<u>Reissue</u>	<u>Date Issued</u>	<u>AMOUNT</u>	<u>FUND / ACD</u>	<u>Vendor Name</u>
861213	YES	7/5/2019	\$156,395.25	560 4963035447	Black & Veatch Corporation
863574	YES	8/23/2019	\$32.00	790 2118	W.H. Griffin Trustee
863577	YES	8/23/2019	\$19.05	790 2118	W.H. Griffin Trustee
863578	YES	8/23/2019	\$3,732.92	790 2118	W.H. Griffin Trustee
860015	YES	6/14/2019	\$655.00	990 96221425442	Brown, Roxanne & Select Portfolio
842691	YES	8/10/2018	\$6,333.20	110 2042	KDOR Revenue Recovery Bureau
863952	NO	8/23/2019	\$139.65	162 19000025269	Jefferson, Elnora Tellis
863967	NO	8/23/2019	\$659.95	162 19000025269	Joplin, Mary J

Action: Received and filed.

4. PERSONNEL ACTION COMMUNICATION, DATED SEPTEMBER 10, 2019:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Francis X Altomare	Legal	9/5/19	Prosecutor

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Allyson M Balliett	DA's Office	9/4/19	Admin Supt Specialist
Matthew J Zayas	Finance	8/16/19	Intern Info Systems
Hunegnaw M Zeleke	Health	9/11/19	Analyst

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Floreida Chavez	B&L	9/28/19	Caretaker
Virgilio Soria-Velazquez	B&L	9/28/19	Caretaker

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Perry A Stallings	PW/Traffic Eng	Amend PAC 7/30/19 to reflect change in reclass to EO III effective 6/13/19
Michael G York	Police	Out of Grade Pay and rg/stp effective 9/12/19

Action: Received and filed. Copy previously forwarded to Payroll.

5. PERSONNEL ACTION COMMUNICATION, DATED SEPTEMBER 12, 2019:

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Zachary R Blair	Police	9/6/19	Patrol Officer	Police Sergeant
Keith R Falkner	Police	9/6/19	Police Sergeant	Police Captain
Tyler J Nicholson	Fire	8/20/19	Firefighter V	Firefighter V
Ernesto C Terrazas	Sheriff/Detention	9/5/19	Sergeant	Captain

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Trevor A Hand	Parks/Rec	9/4/19	Seasonal Laborer
Abigail S Henry	Police/Comm	9/4/19	Public Safety Dispatcher
Terry R Zeigler	Police/Comm	9/11/19	Chief

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends	Leave/Pay
Daniel R Everhart	Sheriff	9/11/19	9/30/19	unpaid

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Gwendolyn C Jones	Finance/Treasury	9/21/19	Fiscal Supt Asst
Harry Keith Jr	Sheriff/Admin	10/9/19	Deputy

Section VII - Reclassification

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Vacant	Pw/Engineering	9/19/19	Sr Eng/Proj Mgr	Eng/Project Mgr II

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Lindsee A Acton	Court Admin	Amend PAC 9/5/19 to reflect change in holiday and sick hrs effective 9/6/19
Rebecca A McIntyre	Court Admin	Amend PAC 9/5/19 to reflect change in holiday and sick hrs effective 9/6/19
Stephen C Owens	Police	Out of grade pay rg/stp effective 10/14/19
Rance P Quinn	Police	Out of grade pay rg/stp effective 10/14/19

Action: Received and filed. Copy previously forwarded to Payroll.

6. CLAIMS FOR DAMAGES:

Julio Bussone, 1028 Splitlog Ave., KCK, alleging damages due to falling in a manhole.

Lorena Deparalta and Angelo Deparalta, 4355 Troup Ave, KCK, through attorney James M. Crabtree, 13420 Santa Fe Trail Drive, Lenexa, KS, alleging on December 13, 2018, a UG vehicle was parked without proper cones and her son was fatally injured when the vehicle crashed in the UG vehicle.

Action: Referred to Legal. Copies previously forwarded to Legal.

7. MOTIONS FOR RECONSIDERATION:

Unified Government vs. Marlene Lang/Zachia White, Case No. 2019-PT-00000-COA#441. (2)

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

8. MOTIONS FOR SET ASIDE:

Unified Government vs. Selamait Gebre-Amlak, Case. No. 2019-PT000002-COA-258.

Unified Government vs. Leonard Coleman, Case. No. 2019-PT-000002-COA382.

Unified Government vs. Jerry M. Harris, Case. No. 19-PT-02-COA639.

Unified Government vs. Latia Hullaby, Case. No. 2019-PT-000002-COA684.

Unified Government vs. Haider Jabbar, Case. No. 2019-PT-000001-COA124.

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

9. NOTICE OF SUIT:

Yuko Tachibana vs. Valinda F. White, John Doe; Mary Doe; Unknown spouse, if any of Valinda F. White; Carla D. Doran; Unified Government of WYCO, KCKS, Case No. 2019-CV-000564.

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

10. TRAVEL REQUESTS:

Cecilia Anderson and Jennifer Schmitendorf, Community Development, travel to Washington, DC, September 23 – 26, 2019, to attend the Homebuyer Workshop, HOME 100% grant funded.

Elizabeth Burniston, DOTS/Geo Spatial Services, travel to Palm Bach Gardens, FL, October 21 – 25, 2019, to attend the Quality Improvement Through Accreditation, Employee Training & Travel.

Hayden Erickson, John Landis, Elaine Moore, Philip Schwery, Kansas City Kansas Police Department/Chief's Office/Recruiting, travel to Macomb, IL, September 10 – 11, 2019, to attend the Career Fair, SLETF-Training/Travel.

Ryan Fincher, Violent Crimes Task Force/ATF TFO, travel to Des Moines, IA, September 4 – 6, 2019, to assist ATF with surveillance and search warrants, NA.

Jeff Fisher, Public Works, travel to Washington, DC, September 30 – October 3, 2019, to attend Missouri & Associated Rivers Coalition, Training & Travel.

Alan Korosec, Fire Department, travel to St. Louis, MO, October 9 – 11, 2019, to attend the Ambulance Cost Education Workshop, Employee Training & Travel.

Logan Masenthin, General Services, travel to Atlanta, GA, October 2 – 4, 2019, to attend the Center for Community Progress RVP, General Fund – General Services.

Logan Masenthin, General Services, travel to Nashville, TN, October 19 – 23, 2019, to attend the ICMA Annual Conference, General Fund – General Services.

Brett McCoy, Fire Department, travel to Palm Bach Gardens, FL, October 21 – 25, 2019, to attend the Quality Improvement Through Accreditation, Employee Training & Travel.

Brett McCoy, Fire Department, travel to Palm Bach Gardens, FL, October 21 – 25, 2019, to attend the 2019 Government Experience Awards, Employee Training & Travel.

Andrea Parra, Finance/Treasury, travel to Denver, CO, September 26 – 29, 2019, to attend the Quality Improvement Through Accreditation, General Fund.

Jeremy Rogers, Parks and Recreation Department, travel to Anaheim, CA, November 10 – 14, 2019, to attend the Teams 19 Conference & Expo, Tourism Fund.

Greg Talkin, Cindy Kampmeier, Rachel Miskec, and Todd Yergovich, NRC, travel to Denver, CO, October 6 – 8, 2019, to attend Accelerate 2019 Conference, Employee Training & Travel.

Justus Welker, Transit, travel to Denver, CO/Loveland, CO and surrounding area, September 18 – 19, 2019, to attend the Lightning Day 2019, General Fund.

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

11. CERTIFICATE OF INSURANCE:

Jennings Tree & Lawn Care, LLC

Action: Referred to License.

12. BUSINESS BONDS:

Electrical Contractor's Bond:

Prante Communications, Inc. DBA Prante Electric & Communications

Miscellaneous Bond:

Alta Refrigeration, Inc.

Plumber's Bond:

Age Mechanical, Inc.

Sign Hanger's Bond:

Reaching Solutions

Action: Referred to License.

13. CONTINUATION CERTIFICATES:

Electrical Contractor's Bond:

Citywide Electric, Inc.

Plumber's Bonds:

DH Plumbing, LLC

Hydro-Tech Plumbing Services, LLC

Midwest Heating, Cooling & Plumbing, LLC

Sign Installer's Bond:

Vende Mas, LLC

Action: Received and filed.

14. CANCELLATION NOTICES:

Electrical Contractor's Bonds:

ASAP Electric, Inc.

KC Electrical Contractors, LLC

Miscellaneous Bonds:

AV Heating & Cooling, LLC (2)

Action: Referred to License.

15. APPLICATION FOR LIQUOR TEMPORARY LICENSE:

Shannon Knapp DBA Invicta Catering, LLC for a temporary permit on September 6, 2019, at 600 N. 7th St.

Action: Referred to License.

16. APPLICATION FOR PRIVATE SECURITY BUSINESS:

Ward Guard Security/Michael Bradford DBA Ward Guard Security, 17215 S. Benton, Dr., Belton, MO

Action: Referred to License.



Suite 323
Kansas City, Kansas 66101-3070

Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: September 19, 2019

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.

mbb

Attachment

1. AGREEMENT:

Secretary of Transportation, Kansas Department of Transportation (KDOT) and the Unified Government of Wyandotte County, Kansas UG, Kansas, authorizing a Safe Routes to School (SRTS) Project utilizing federal funds, Project 105 N-0682-01 TA-N0 68(201).

Action: Approved by County Administrator and received and filed.

2. COMMUNICATION:

The Law Enforcement Advisory Board, requesting the Unified Government Commission consider eliminating the current residency requirement for the Kansas City Kansas Police Department and the Wyandotte County Sheriff's Office.

Action: Received and filed.

3. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received September 18, 2019, for Project #5301 – "2019 Storm Sewer R&R #1."

Action: Received and filed. Copies previously forwarded to the County Administrator, Emma Scovil, Legislative Auditor, and Public Works.

4. COMMUNICATION:

Pam Kahao, Accounting Manager, regarding warrant cancellations:

<u>Warrant #</u>	<u>Reissue?</u>	<u>Date Issued</u>	<u>AMOUNT</u>	<u>FUND / ACD</u>	<u>Vendor Name</u>	<u>Reason for void (dropdown)</u>
848913	YES	12/7/2018	\$ 150.00	113 2200	Moore, Katanna	Stale dated
860905	YES	6/28/2019	\$ 27.59	790 2113	Cannon, Julie K	Stale dated
863230	YES	8/16/2019	\$ 10.08	790 2118	Charbin Statuary Inc.	Wrong vendor

Action: Received and filed.

5. PERSONNEL ACTION COMMUNICATION, DATED SEPTEMBER 17, 2019:

Section I - Appointments

Name	Department/Division	Eff, Date	Job Title
Jeanette Arredondo	Police/Investigations	9/5/19	Office Asst III
Jasmine A Belalcazar	Finance/Treasury	9/19/19	Fiscal Supt Asst
Trevor A Hand	Parks/Rec	9/5/19	Groundskeeper I
Pang Y Her	Finance/Treasury	9/19/19	Fiscal Supt Asst
Monica M Kennedy	Comm Corr/Adult	9/19/19	ISO
Steven J Smith	Comm Corr/Adult	9/19/19	ISO

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Kevin L Collins	PW/Street	8/22/19	EOI	EOI
Tina A George	Municipal Court	8/22/19	Court Clerk I	Court Clerk II
Thomas E Harris	Parking Control	8/22/19	School Crossing Guard	School Crossing Guard
Wendy E Medina	Police	9/5/19	Prof Programs Asst	Prog Supervisor
Consuelo Pacheco-Montoya	Parking Control	8/22/19	School Crossing Guard	School Crossing Guard
Samuel M Schrader	Sheriff/Court Security	9/5/19	Juv Care Worker I	Court Security Officer

Section III - Separation

Name	Department/Division	Eff. Date	Job Title
Tara A Cox	Appraiser	9/9/19	Admin Coordinator

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends	Leave/Pay
Daniel R Everhart	Sheriff/Detention	10/1/19	10/31/19	unpaid

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Michael E Callahan	Fire	8/29/19	Fire Chief
Gabriel S Casner	Appraiser	9/5/19	Appraiser
Lucas R Isaacs	Parks/Rec	9/21/19	Caretaker

Section VIII - Other Request

Name	Department/Division	Action Requested and Explanation
LaMonica M Upton	NRC	Amend PAC 9/3/19 to reflect change comp time effective 8/23/19

Action: Received and filed. Copy previously forwarded to Payroll.

6. PERSONNEL ACTION COMMUNICATION, DATED SEPTEMBER 19, 2019:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Matias H Campos	Parking Control	9/19/19	School Crossing Guard

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Katelyn J Bills	Police	10/30/19	Sr Patrolman
Christopher A Bussell	Police	10/2/19	Sr Mastr Patrolman
Jonathan H Daniels	Police	10/2/19	Sr Mastr Patrolman
Jeffrey J Gardner	Police	10/2/19	Sr Mastr Patrolman
Robert M Howard	Police	10/2/19	Sr Mastr Patrolman
Garrett O Mumphrey Jr	Police	10/30/19	Sr Patrolman
Nickolay T Pleshka	Police	10/30/19	Sr Patrolman
Joseph R Reyes III	Police	10/2/19	Sr Mastr Patrolman
Logan Smith	Police	10/30/19	Sr Patrolman
John P Stimach	Police	10/30/19	Sr Patrolman
John P Varriano	Police	10/30/19	Sr Patrolman

Action: Received and filed. Copy previously forwarded to Payroll.

7. CLAIM FOR DAMAGES:

Amber Diaz, 6638 Greeley Ave., alleging vehicle was towed because KCKPD failed to report the vehicle was recovered.

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

8. TRAVEL REQUESTS:

Greg Talkin, NRC, travel to Olathe, KS, September 30 – October 4, 2019, to attend the JOCO KS Contractor Licensing classes, Employee Training & Travel.

Greg Talkin, NRC, travel to Las Vegas, NV, October 20 – 24, 2019, to attend the 2019 ICC Annual Conference, Employee Training & Travel.

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

9. DRINKING ESTABLISHMENT/PUBLIC VENUE:

Edward Gieselman/Willaim Hutton DBA Jose Peppers Legends, LLC, 1851 Village West Pkwy. K-131

GM Restaurants of Kansas Inc./Cecilia Monteil DBA The Olive Garden Italian Restaurant #1795, 10670 Parallel Pkwy.

Jose Ricardo Romo/Lilia Fabiola Torres-Romo DBA Taqueria Mexico of Kansas Inc., 3300 Rainbow Blvd.

Kimberly Pond DBA Red Eye, 6102 State Ave.

Robert Breitenstein/Janet L. Roberts DBA Breits Stein & Deli, 412 N. 5th St.

Action: Referred to License.

10. APPLICATION FOR LIQUOR TEMPORARY LICENSE:

Blake Lostal DBA Colonial Club, LLC, 322 N. 6th St.

Action: Referred to License.



Staff Request for Commission Action

Tracking No. 19934

Full Commission Meeting Date: 9/26/19

Committee: Economic Development & Finance

Date of Standing Committee Action: 9/9/19

(If none, please explain):

Publication Required: Yes

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
9/23/2019	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:

A proposal to redevelop the former Indian Springs shopping center at 47th and State Avenue into a 266k sq. ft food service center, at least 3 retail pad sites along State Avenue and up to an additional 45k sq. ft of commercial users, and a 60k sq. ft office building which will serve as the headquarters of Scavuzzo's who the developer of this project is.

Project anticipates completion of the food service center in 2021 with the other projects being completed in subsequent years.

Action Requested:

1. Ordinance approving development agreement and home rule economic development sales tax rebate
2. Ordinance approving:
 - o Division of the Midtown Redevelopment TIF District into four redevelopment project areas
 - o Amend the redevelopment TIF district plan
 - o Adopt TIF Project Area 1 Redevelopment Project Plan
3. Resolution of intent to issue sales tax construction IRBs in an amount not to exceed \$20M

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Scavuzzo's Executive Summary , Ordinance No. O-____-19 and Resolution No. R-____-19 (Home Rule Sales Tax Rebate and Adopting KC Foodie Park DA) GB Cmts, KC Foodie Park Development Agreement, Project Area and Plan Ordinance (09-26-2019 Meeting), Midtown TIF Project Plan - Project Area 1 FINAL (with exhibits), Resolution of Intent (Foodie Park)

7/29/19 EXECUTIVE SUMMARY
KC FOODIE PARK DEVELOPMENT AGREEMENT

1. **Parties.** The UG; Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company ("Scavuzzo's"), and KC Foodie Park, LLC, a Delaware limited liability company, an affiliate of Scavuzzo's ("Developer").

2. **The Project Site.** The Project Site is the former Indian Springs Shopping Center site -- eighty one (81) acres of real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the "Project Site"). The Project Site is already in a tax increment finance ("TIF") district for a project that never materialized and so the existing TIF project plan will need to be terminated and replaced with a new project plan for the project described in this Agreement.

3. **The Project.** The Project is to be designed, constructed and developed as a first-class mixed use development consisting of the following components: (a) an approximately 266,000 square foot industrial building with potential for expansion (the "Food Service Center"); (b) an approximately 26-acre solar energy field designed to provide energy for the Food Service Center (the "Solar Field"); (c) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites fronting State Avenue (the "Retail Improvements"); (d) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other commercial users, as generally described in Section 2.2(d) and with potential uses described in **Exhibit O** (the "Additional Commercial Buildings"); and (e) an approximately 60,000 square foot multi-tenant office building which would serve as a headquarters location for Scavuzzo's and Developer (the "Office Building").

4. **Purchase Price.** The Developer will pay the Unified Government \$1,050,000 for the land. At the last ED&F meeting, an issue was raised about Developer getting the entire Project Site essentially for free. Accordingly, the revised Agreement requires Developer to pay \$350,000 for 3 of the 4 parcels that comprise the Project Site. Developer would still get the Phase 1 Property for free, but as and when Developer would subsequently close on each of the Phase 2, Phase 3 and Phase 4 Properties, respectively, Developer would pay the UG \$350,000 for each of those parcels (a total of \$1,050,000).

5. **Phases; Minimum Improvements and Timing.** The TIF District, as amended, would include 4 different TIF Project Areas and the Project would be constructed in 4 corresponding Phases:

(a) **Project Area 1 – Phase 1 – The Food Service Center.** Phase 1 includes both the Food Service Center and the Solar Field, but only the Food Service Center is really contractually required as a part of the "Minimum Improvements" for Phase 1. But Developer is required to deliver the 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the preparation, packaging and distribution of Scavuzzo's and others' high-quality products, along with approximately 34,000 square feet of first-class, industrial grade office space for employees of Scavuzzo's and Scavuzzo's Affiliates in Phase 1 and to do so on a schedule. Specifically, Developer is required to close on the Project Area 1 property by December 31, 2019 and to commence construction within 60 days after closing. Developer is required to complete the Phase 1 Minimum Improvements no later than 2 years after closing, which is an outside date of December 31, 2021.

(b) **Project Area 2 – Phase 2 – The State Avenue Retail Improvements.** Phase 2 requires Minimum Improvements of 12,000 square feet of neighborhood retail, entertainment and/or restaurant uses on approximately three (3) pad sites located on State Avenue, which Retail Improvements Developer

expects to cost approximately Three Million Dollars (\$3,000,000) of capital investment. However, the Agreement does allow Developer to deliver less than 12,000 square feet of Retail Improvements if and to the extent that (i) the smaller Retail Improvements concepts and uses still require no less than Three Million Dollars (\$3,000,000) of capital investment, and (ii) the UG's County Administrator first reviews and approves the smaller amount of Retail Improvements square footage. Developer is required to bring the Commission a Project Plan for Project Area 2 not later than July 15, 2021 and to close on the property for Project Area 2 no later than December 31, 2021. Developer is contractually required to commence construction of the Phase 2 Retail Improvements no later than 60 days after closing and to complete the same on or before that date which is 36 months after the Phase 1 closing (meaning an outside completion date of December 31, 2022).

(c) Project Area 3 – Phase 3 – Commercial Uses. Phase 3 requires Developer to complete at least 15,000 s.f. of commercial buildings in Project Area 3. The uses for Commercial Buildings are generally described on Exhibit N, but for purposes of Minimum Improvements for Phase 3, the commercial buildings are to be either (i) restaurants, grocery, hotels, healthcare or entertainment uses, (ii) home delivery food service uses, or (iii) food service providers who may or may not be strategic business partners of Scavuzzo's, but who – along with Scavuzzo's – would help to create a "food service facility campus" at the Project Site. Developer is required to bring the Commission a Project Plan for Project Area 3 no later than July 15, 2022 and to close on the Project Area 3 property no later than December 31, 2022. Developer is contractually required to commence construction on Phase 3 no later than 60 days after closing and to complete the same on or before that date which is 36 months after the Phase 3 closing (meaning an outside completion date of December 31, 2025).

(d) Project Area 4 – Phase 4 – the Office Building. Phase 4 requires Developer to build an approximately four (4) story Class-A multi-tenant office building with approximately 60,000 square feet, located within the Phase 4 Property of the Project Site, which Office Building will serve as the Scavuzzo's administrative office headquarters, and may include such features as a test kitchen, conference rooms, culinary arts programming, and may also be leased to other third-party tenants. Section 2.8 of the Agreement requires that with certain limited exceptions, Scavuzzo's may not relocate its headquarters outside of Wyandotte County for the life of this Agreement. Developer is required to bring the Commission a Project Plan for Project Area 4 no later than July 15, 2024 and to close on the Project Area 4 property no later than December 31, 2024. Developer is contractually required to commence construction on Phase 4 no later than 60 days after closing and to complete the same on or before that date which is 24 months after the Phase 4 closing (meaning an outside completion date of December 31, 2026).

6. **What Happens if Developer Does Not Deliver the Various Components of the Project on Time?** This particular Agreement is pretty dynamic on this subject. The answer to this important question is as follows:

(a) Failure to Close. If Developer fails to timely close on Project Area 1 (the Food Service Center) by December 31, 2019, after applicable notice and cure periods, either party could terminate this Agreement altogether. If Developer timely closes on Project Area 1, but subsequently fails to timely close on Phase 2 (the State Ave. Retail), Phase 3 (the Commercial Buildings), or Phase 4 (the Office Building), then Developer loses its rights to get that property for the UG or to develop those respective phases or to receive incentives related to the same.

(b) Reversionary Interests. The UG reserves the right to take the undeveloped portions of the property back if we have a closing and then the Developer fails to perform.

(c) **Termination of Incentives.** In the case of failure to complete the Minimum Improvements for each particular Phase of the Project, the UG has the right to terminate or reduce the Developer's access to the incentives described below:

(i) **Phase 1:** If Developer fails to complete the Food Service Center on time, then the UG can terminate Developer's access to TIF Financing from Phase 1 or terminate this Agreement altogether – foreclosing any opportunities for the other phases described below.

(ii) **Phase 2:** If Developer fails to deliver the Minimum Improvements for State Ave. Retail on time, then the UG can reduce the CID Proceeds, or terminate the Agreement as to Phase 2. Additionally, Section 4.2(d)(iii) provides that the UG can establish an Alternative TIF Fund and divert 10% of the TIF proceeds to this Alternative TIF Fund that would be controlled by the UG and used for other purposes. Further, if Developer still has not delivered the Minimum Improvements for State Ave. one (1) year after the deadline, 20% of the TIF would be diverted to the Alternative TIF Fund, and the same thing would happen in subsequent years up to 50% of the TIF (meaning 30% if more than 2 years late, 40% if more than 3 years late and 50% if more than 4 years).

(iii) **Phase 3 and 4:** If Developer fails to timely deliver the Minimum Improvements for Phase 3 (the Commercial Buildings) or Phase 4 (the Office Building), then the TIF Cap and CID proceeds (both described below) would be reduced by 10% each. However, Sections 2.7 and 2.8 do allow the Developer to earn back a portion of the TIF Cap and CID equal to 5% if Developer eventually delivers the Minimum Improvements for that respective phase within 60 months of the Completion Date.

7. **Incentive Financing Provided.** The UG is offering the following incentives to stimulate the development of the Project:

(a) **Tax Increment Financing ("TIF").** The Agreement would provide that 100% of incremental real property taxes from the TIF District (over the 2006 base year when the District was established) would be available to reimburse Developer on a pay-as-you-go basis for TIF eligible expenses. However, given the TIF Cap discussed below, approximately 92.5% of the projected available TIF increment would be available to Developer over the life of the TIF. Each Project Area in the TIF District would get a 20 year TIF collection period, commencing on the date that the TIF Project Plan is adopted by the Commission. In this Agreement, the TIF is only to be used for hard construction costs for site work and/or infrastructure (along with interest at 6.5%) and is only available to Developer on a pay-as-you-go basis without the opportunity to issue bonds. TIF financing would also be limited in the following ways:

(i) reimbursement would be paid on a 50/50 basis between private funds and the available TIF and CID proceeds to ensure that at all times, the UG will not have paid more incentive proceeds to Developer than the amount of project costs paid by private funds;

(ii) the maximum amount of TIF reimbursements available to Developer is capped (the "TIF Cap"), and the TIF Cap is increased as and when Developer timely delivers the various components of the Project. Specifically, the TIF Cap begins at \$11.3M and increases to \$19.4M when Developer timely completes the State Ave. retail in Phase 2 and again up to \$27.8M when and if Developer timely completes the Office Building in Phase 4. In Section 4.2(d)(ii), Developer can further increase the cap by three additional amounts incrementally in Phase 3, depending on how many square feet of Commercial Buildings that they complete in Phase 3. If Developer delivers more than 45,000 s.f. in Phase 3, the TIF Cap could increase by as much as \$6.9M. If Developer met all of these thresholds, the TIF Cap could be a maximum amount of \$34.7M; and

(iii) Section 4.5 of the Agreement says that the City's investment in the Project (through TIF and CID combined) shall never exceed 25% of the total Project Costs. In other words, if Developer's private investment dollars in the Project are less than expected – and the so-called public/private investment ratio is more than 25% public versus 75% private, then the TIF Cap described above must be adjusted downward to result in a 25% public investment in the Project.

(b) Community Improvement District ("CID"). The Agreement also contemplates the creation of a CID sales tax of 1% on retail sales to be added on top of the base sales taxes within the CID District (which encompasses the entire site), the proceeds of which may be used for pay-as-you-go financing to the Developer. The CID pay-as-you-go financing in this Agreement is only for use on site work, infrastructure improvements and other hard construction costs for retail improvements in Project Area 2 (State Ave. retail) and Project Area 3 (Commercial Buildings). The CID would also be pay-as-you-go only (without an opportunity for bonds), but the CID revenues not be capped during the term. However, the CID would also be limited in a couple of important ways:

(i) the CID collection period ends twenty 22 years from the date that the CID sales tax is first imposed;

(ii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the City will not have paid more CID proceeds to Developer than the amount of project costs paid by private funds; and

(iii) Section 4.5 of the Agreement says that the City's investment in the Project (through TIF and CID combined) shall never exceed 25% of the total Project Costs. In other words, if Developer's private investment dollars in the Project are less than expected – and the so-called public/private investment ratio is more than 25% public versus 75% private, then the TIF Cap described above must be adjusted downward to result in a 25% public investment in the Project.

8. Home Rule Rebates. The Agreement adds a new Section 4.4, which allows Developer to recover eligible costs to be paid through a home-rule rebate in an amount equal to the UG's portion of sales taxes generated by the Project. Eligible costs to be repaid with these sales tax rebates, plus interest at 6.5%, will have a hard cap of \$1,500,000 (including all principal and interest).

9. Term/Use and Operation. The term of this Agreement runs for the entire life of the CID and the until the end of the 20-year collection period for the last of the TIF Project Areas. During the term, Developer has agreed to all the UG's standard use and operation requirements in Article 7, including restrictions on uses (7.2(c)), compliance with law (7.5), payment of taxes (7.6), insurance (7.10), and indemnification (7.12).

10. MBE/WBE/LBE. Developer has agreed to the following participation goals for construction of the Project:

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

If, upon completion of any Phase of the Project, Developer or its assignees shall have failed to use best efforts to meet the LBE/MBE/WBE goals, then the UG shall have the right to reduce the TIF Cap by 2.5% for each of Construction and Professional Services.

11. **Assignment/Transfer.** In general, Section 7.13 provides that Developer cannot sell, mortgage or transfer the site or the Project without UG approval, which approval would be at the UG's reasonable discretion. However, the UG does agree that Developer may make leases to tenants in the retail improvements in Phase 2, the Commercial Buildings in Phase 3 and the Office Building in Phase 4. The parties also agree that Developer may freely sell or ground lease sites in Project Area 2 and Project Area 3 to end users to plan to develop and open on those locations within 2 years of any such transfer. Developer may also make assignments to affiliates and in fact plans to make such an assignment to Scavuzzo's Foodie Campus, LLC for the Food Service Center in Phase 1.

12. **Default.** The default provisions are generally consistent with what the UG has in other development agreements; however, this one is unique in that 9.2 makes clear that the UG's rights and remedies for failure to timely file project plans, commence construction or complete construction on the various phases are really limited to the remedies generally described in Section 5 of this Executive Summary.



(Published in *The Wyandotte Echo* on _____, 2019)

ORDINANCE NO. O-____-19

AN ORDINANCE APPROVING AND ADOPTING A HOME RULE ECONOMIC DEVELOPMENT SALES TAX REBATE AND APPROVING THE KC FOODIE PARK DEVELOPMENT AGREEMENT.

WHEREAS, KC Foodie Park, LLC, a Delaware limited liability company ("Developer") desires to design, develop, and construct a first-class mixed use development consisting of the following components: (i) an approximately 266,000 square foot industrial building (with potential for expansion) (the "Food Service Center"); (ii) an approximately 20-acre solar energy field designed to provide energy for the Food Service Center (the "Solar Field"); (iii) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites (the "Retail Improvements"); (iv) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other users (the "Additional Commercial Buildings"); and (v) an approximately 60,000 square foot multi-tenant office building (the "Office Building"), (collectively, the "Project"), all on approximately seventy-three (73) acres of real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the "Project Site"); and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and/or the Wyandotte County Land Bank (the "WCLB") own the Project Site. The UG and/or the WCLB desires to convey the Project Site to Developer for the purchase price set forth in the Development Agreement; and

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government. The UG, acting in its capacity as a city of the first class, is a city within the meaning of the Home Rule Amendment; and

WHEREAS, the UG will use its home rule authority to rebate to the Developer a portion of the sales tax revenues received by the City of Kansas City, Kansas generated at the Project Site to reimburse the Developer for costs of acquisition of the Project Site; and

WHEREAS, development of the Project should attract new retail development as well as new industrial and manufacturing facilities to the community, and stimulate the economy of Kansas City, Kansas through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Kansas City, Kansas; and

WHEREAS, the UG desires to further incentivize the Project as more fully set forth in the KC Foodie Park Development Agreement ("Development Agreement"), attached hereto as Exhibit A, and incorporated by reference herein

WHEREAS, the Governing Body has determined that it is advisable to enter into the Development Agreement with Developer..

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

Section 1. Approval of Development Agreement. The Governing Body of the UG hereby approves the Development Agreement in substantially the form attached hereto. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement.

Section 2. Home Rule Sales Tax Rebate. The Governing Body of the UG hereby approves and adopts the use of its home rule authority to rebate to the Developer a portion of the sales tax revenues received by the City of Kansas City, Kansas generated at the Project Site to reimburse the Developer for costs of acquisition of the Project Site, as set forth in the Development Agreement.

Section 3. Further Authority. The County Administrator is hereby authorized to execute in the name of the UG, the Development Agreement, and any other certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The UG Clerk is hereby authorized and directed to publish this Ordinance once in *The Wyandotte Echo*.

Section 4. Effective Date. This Ordinance shall be effective from and after its passage by the Governing Body of the UG and publication (or publication of a summary hereof) once in *The Wyandotte Echo*.

**ADOPTED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF
_____, 2019.**

Mayor/CEO

ATTEST:

UG Clerk

(Seal)

EXHIBIT A

Development Agreement

[To be attached.]

KC FOODIE PARK DEVELOPMENT AGREEMENT

THIS KC FOODIE PARK DEVELOPMENT AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2019 (the "Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and KC Foodie Park, LLC, a Delaware limited liability company ("Developer"). Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company ("Scavuzzo's") hereby joins in this Agreement for the limited purpose of joining in Developer's obligations pertaining to Project Area 1 following completion of the Food Service Center and as further set forth in Section 7.13 below.

RECITALS:

A. Developer wishes to design, develop, and construct or cause to be designed, developed, or constructed a first-class mixed use development consisting of the following components: (i) an approximately 266,000 square foot industrial building (with potential for expansion), as more fully described in Section 2.2(a) hereof (the "Food Service Center"); (ii) an approximately 20-acre solar energy field designed to provide energy for the Food Service Center, as more fully described in Section 2.2(b) hereof (the "Solar Field"); (iii) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites, as more fully described in Section 2.2(c) hereof (the "Retail Improvements"); (iv) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other users, as more fully described in Section 2.2(d) hereof (the "Additional Commercial Buildings"); and (v) an approximately 60,000 square foot multi-tenant office building, as more fully described in Section 2.2(e) hereof (the "Office Building"), (collectively, the "Project," as further defined in Section 2.2 below), all on approximately seventy-three (73) acres of real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the "Project Site"), as legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2** attached hereto.

B. Developer does not yet own the Project Site. The UG owns the Project Site, including the undermined portions of the Project Site which the UG owns by and through the Wyandotte County Land Bank (the "WCLB"). The UG and/or the WCLB will convey the Project Site to Developer as more particularly set forth in Section 2.4 below, subject to certain terms and conditions more fully set forth therein.

C. The UG has the authority to create a tax increment financing ("TIF") district pursuant to K.S.A. 12-1770 *et seq.*, as amended from time to time (the "TIF Act") for the purpose of financing certain economic development projects. On December 21, 2006, the UG established the Midtown Redevelopment District (the "Original TIF District") by adoption of Ordinance No. O-139-06 (the "Original TIF District Ordinance").

D. On August 15, 2019, the UG adopted Ordinance No. O-____-19 (the "Amended TIF District Ordinance") amending the boundaries of the Original TIF District to remove certain property not subject to the terms of this Agreement (the new boundaries referred to herein as the "TIF District"), all as set forth in the Amended TIF District Ordinance. A copy of the Amended TIF District Ordinance is attached hereto as **Exhibit B**.

E. Also on August 15, 2019, the UG adopted Resolution No. R-____-19, calling a public hearing on the UG's intent to divide the TIF District into four (4) separate and distinct project areas: (i) Project Area 1, which includes the Food Service Center and the Solar Field ("Project Area 1");

(ii) Project Area 2, which includes the Retail Improvements ("Project Area 2"); (iii) Project Area 3, which includes the Additional Commercial Buildings ("Project Area 3"); and (iv) Project Area 4, which includes the Office Building ("Project Area 4") (each a "Project Area" and collectively, "Project Areas"). A legal description of the boundaries of the TIF District is set forth on **Exhibit C-1** attached hereto, and a map generally depicting the boundaries of the TIF District as well as each Project Area is attached hereto as **Exhibit C-2**.

F. Resolution No. R-____-19 also called a public hearing on the Developer's proposed Redevelopment Project Plan for Project Area 1 of the TIF District (the "Project Area 1 Plan"), pursuant to the TIF Act. The Project Area 1 Plan provides, among other things, for the collection of Incremental Real Property Taxes (as defined in Section 4.2(a) below) within the TIF District to be disbursed to and used by Developer on a pay-as-you-go basis to reimburse certain TIF Eligible Expenses (as defined in Section 4.2 below).

G. On _____, 2019, the UG approved and adopted the Project Area 1 Plan for the TIF District through the adoption of Ordinance No. O-____-19 (the "TIF Project Area 1 Ordinance") pursuant to the TIF Act. A copy of the TIF Project Area 1 Ordinance is attached hereto as **Exhibit D**.

H. In addition to the TIF financing described above, the UG also has the authority to create one or more community improvement districts (each a "CID" and collectively, the "CIDs") pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the "CID Act") for the purpose of financing certain economic development-related projects. Under the CID Act, the owners of more than fifty-five percent (55%) of the land (by area and assessed value) within the boundaries of a proposed CID may petition the UG to request the creation of a CID and to impose an additional CID sales tax on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID in order to pay for or reimburse the costs of a portion of a CID project.

I. Developer will collaborate to submit a petition (the "CID Petition") to the UG requesting the formation of a CID encompassing all of the Project Site, except for the Solar Field (the "Retail CID"), and all of the revenues from the CID shall be used to pay for site improvements and hard construction costs for retail improvements in Project Area 2 and Project Area 3. A map generally depicting the boundaries of the Retail CID is attached hereto as **Exhibit E-1**, and a legal description of the proposed Retail CID is attached hereto as **Exhibit E-2**.

J. Upon submission of the CID Petition, the UG shall consider the creation of the Retail CID through passage of an ordinance (the "Retail CID Ordinance") pursuant to the CID Act; and if approved by the UG's Commission in its sole discretion, the Retail CID Ordinance would be attached hereto as **Exhibit E**. Developer has indicated that its CID Petition would request the imposition of a CID sales tax of one percent (1%) within the Retail CID (the "Retail CID Sales Tax") to be collected and disbursed by the UG on a pay-as-you-go basis to reimburse certain CID Eligible Expenses (as defined in Section 4.3 below) for the Retail Improvements within the Retail CID.

K. In connection with the Project, Developer has also requested industrial revenue bond ("IRB") financing for certain project costs pursuant to K.S.A. 12-1740 *et seq.* Pursuant to the terms and conditions set forth in Section 4.11 below, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project, but not for abatement of ad valorem taxes.

L. Development of the Project should attract new retail, office and commercial development, as well as attracting new industrial and manufacturing facilities to the community, and stimulate the

economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Wyandotte County.

M. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;
- (f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;
- (g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP (as defined in Annex 1).

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring

this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

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

ARTICLE 2 THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete, and operate the Project (or to cause the same to be developed, constructed, completed, and operated). The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. Prior to Closing on the conveyance of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable (and as defined below in Section 2.4), to Developer as set forth in Sections 2.4 and 5.1, the UG and Developer hereby agree that Developer shall have the right but not the obligation to develop the Project as described below. If and to the extent that Developer closes on the portion of the Project Site associated with any Phase of the Project, then Developer shall then be contractually obligated in this Agreement to construct and complete all of the components of the Project in that particular Phase as more particularly set forth below in Section 2.3. Developer hereby contemplates that all of the infrastructure, buildings, parking facilities and other improvements constituting the Project, as described in this Section 2.2 and as generally depicted on **Exhibit G** attached hereto (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approvals as may be granted or amended from time to time by the UG's Planning Commission or other relevant bodies if any (the "Development Plan"). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements (as defined in Annex 1). The parties further agree that the "Project" shall include the following:

(a) The "Food Service Center" shall be deemed to mean and include an approximately 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the preparation, packaging and distribution of Scavuzzo's and others' high-quality products, including without limitation the distribution of packaged foods, butchered meats and fresh foods, as well as restaurant supplies and equipment, and approximately 34,000 square feet of first-class, industrial grade office space for employees of Scavuzzo's and Scavuzzo's Affiliates (as defined in Annex 1), along with Scavuzzo's customers and vendor partners, all of which shall be constructed and completed on the Phase 1 Property of the Project Site; the Food Service Center may also include a "test kitchen";

(b) The "Solar Field" shall be deemed to mean a utility-scale, ground-mounted, photovoltaic system located on approximately 26 acres of the undermined portion of the Project Site on the Phase 1 Property, which Solar Field will provide solar energy pursuant to a separate agreement with the Board of Public Utilities (the "BPU"), which separate agreement is a condition precedent to Developer constructing the Solar Field as set forth in Section 3.1(a)(vi) below;

(c) The "Retail Improvements" shall be deemed to mean no less than 12,000 square feet of neighborhood retail, entertainment and/or restaurant uses on approximately three (3) pad

sites located on State Avenue within the Phase 2 Property of the Project Site, which Retail Improvements Developer expects to cost approximately Three Million Dollars (\$3,000,000) of capital investment; provided, however, that the parties hereby understand and agree that Developer may construct, complete and deliver less than 12,000 square feet of Retail Improvements if and to the extent that (i) the smaller Retail Improvements concepts and uses still require no less than Three Million Dollars (\$3,000,000) of capital investment to construct and complete, and (ii) the UG's County Administrator first reviews and approves the smaller amount of Retail Improvements square footage;

(d) The "Additional Commercial Buildings" shall be deemed to mean a range of approximately 15,000 to 45,000 square feet of office, hotel and/or retail buildings to be located within the Phase 3 Property of the Project Site, which Additional Commercial Buildings shall be used for (i) other high-quality food service providers who may or may not be strategic business partners of Scavuzzo's, but who – along with Scavuzzo's – would help to create a "food service facility campus" at the Project Site, or (ii) for the uses described on Exhibit N attached hereto;

(e) The "Office Building" shall be deemed to mean an approximately four (4) story Class-A multi-tenant office building with approximately 60,000 square feet, located within the Phase 4 Property of the Project Site, which Office Building will serve as the Scavuzzo's administrative office headquarters, and may include such features as a test kitchen, conference rooms, culinary arts programming, and may also be leased to other third-party tenants;

(f) The "Initial Infrastructure" means all of the infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Food Service Center;

(g) The "Other Infrastructure" means all of the infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Improvements in the various Phases of the Project, respectively, which were not otherwise provided by Developer in the Initial Infrastructure; and

(h) The "Parking Improvements" in the Project shall be deemed to mean surface parking improvements containing the number of spaces required by the Applicable Laws and Requirements for each of the Improvements.

(i) Developer recognizes, stipulates and agrees that its signage shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG's Commission. Developer may develop sign criteria for the entire Project Site.

(j) Developer's development, design and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 6.2).

(k) The Project described in this Section 2.2 and Section 2.3 below shall not be amended or modified without the prior written consent of the UG, which consent shall not be unreasonably withheld, and shall be granted or denied in accordance with all Applicable Laws and Requirements.

2.3 Phasing of the Project. The parties agree that the Project is contemplated to be constructed in multiple phases (each a "Phase" or collectively "Phases"), as described below. The parties hereby agree that the Phases shall be as follows:

(a) Phase 1: The design, construction and development of (i) the Food Service Center; (ii) the Solar Field; (iii) the Initial Infrastructure, and (iv) any Parking Improvements required to park the Food Service Center and Solar Field, all within Project Area 1 of the TIF District, as generally depicted on Exhibit G attached hereto, shall constitute a first Phase of the Project ("Phase 1");

(b) Phase 2: The design, construction and development of (i) the Retail Improvements; (ii) any Other Infrastructure not previously provided in the Initial Infrastructure, and (iii) any Parking Improvements required to park the Retail Improvements, all within Project Area 2 of the TIF District and the Retail CID, as generally depicted on Exhibit G attached hereto, shall constitute the second Phase of the Project ("Phase 2"); and

(c) Phase 3: The design, construction and development of (i) the Additional Commercial Buildings, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Additional Commercial Buildings, all within Project Area 3 of the TIF District, as generally depicted on Exhibit G attached hereto, shall constitute the third Phase of the Project ("Phase 3");

(d) Phase 4: The design, construction and development of (i) the Office Building, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Office Building, all within Project Area 4 of the TIF District, as generally depicted on Exhibit G attached hereto, shall constitute the fourth Phase of the Project ("Phase 4").

2.4 Transfer of Project Site to Developer. The UG and/or the WCLB owns the real property that comprises the Project Site. Subject to the terms and conditions hereof and satisfaction of the conditions set forth in Section 3.1 below, Developer shall close on acquisition of the portion(s) of the Project Site needed for each respective Phase of the Project prior to commencing construction on the applicable Phase. The portions of the Project Site needed for each Phase are legally described on Exhibit H attached hereto (including the "Phase 1 Property", the "Phase 2 Property", the "Phase 3 Property" and the "Phase 4 Property"). At Closing (as defined in Section 5.1 below) for each respective Phase, the UG shall convey (and with respect to the undermined portions of the Phase 1 Property, the UG shall cause the WCLB to convey) the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or the Phase 4 Property, as applicable, to Developer pursuant to one or more quitclaim deeds (each, a "Deed" and collectively, "Deeds"), subject only to the provisions set forth in this Section 2.4 and in the balance of this Agreement and subject to the Permitted Encumbrances (as defined in Annex 1). In consideration for the Deed for the Phase 1 Property, Developer shall pay an amount equal to One Hundred Dollars (\$100) at Closing. In consideration for the Deeds for each of the Phase 2 Property, the Phase 3 Property and the Phase 4 Property, respectively, Developer shall pay an amount equal to Three Hundred and Fifty Thousand Dollars (\$350,000) each at Closing (collectively, an amount equal to \$1,050,000, which may be referred to herein as the "Purchase Price"). The parties hereby further agree as follows:

(a) Developer's Investigations. For a period of one hundred twenty (120) days after the Effective Date (the "Due Diligence Period"), the UG shall allow Developer access to the Project Site for purposes of inspecting the Project Site, including the right to testing of same (the "Investigations"); provided, however, that: (i) Developer must schedule such Investigations with the UG; (ii) Developer shall provide the UG with a copy of any written reports resulting from the Investigations within thirty (30) days of completion of the Investigations; (iii) Developer and the UG (subject always to the Kansas Open Records Act, K.S.A. 45-215 *et seq.*; Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*; and rules of discovery) will maintain the results of any such Investigations confidential, except to such third-party consultants, lenders, investors or attorneys as reasonably necessary to advise Developer with regard to the Investigations; (iv) Developer shall

repair any and all damage caused by the Investigations, and shall restore the Project Site to the condition it was in prior to such Investigations; and (v) Developer agrees to indemnify and hold the UG and the WCLB, and their agents, officers, contractors and employees (the "UG Parties") harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs actually incurred, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against the UG (and/or the UG Parties) which result from or arise out of any Investigations by Developer or its authorized representatives pursuant to this Section 2.4(a). Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the Closing. If Developer is not satisfied in all respects as to the condition of the Project Site in its sole discretion, then Developer shall have the right, exercisable by written notice given to the UG on or before the expiration of the Due Diligence Period, to terminate this Agreement. In the event that Developer shall elect not to exercise its right to terminate this Agreement pursuant to this Section 2.4(a) before expiration of the Due Diligence Period, then Developer shall be deemed to have waived this condition and accepted the Project Site "as is, where is," without representations or warranties from the UG or the WCLB of any kind whatsoever. Developer hereby agrees that it is relying solely on its own Investigations of the Project Site and not on any information provided or to be provided by the UG, its officers, or agents, and that if Developer does not exercise its right to cancel and terminate under this Section 2.4(a), or the other conditions set forth in Section 3.1 below, then Developer understands and agrees that Developer shall be deemed and considered to be fully and completely satisfied with the Project Site and all parts and aspects thereof.

(b) Right of Reversion. Developer hereby agrees that the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, shall be subject to a right of reversion in favor of the UG (a "Reversionary Interest") in the event that, subject to Force Majeure: (i) commencement of construction of the applicable Phase of the Project has not occurred on or before the applicable Commencement Date set forth in Section 6.10 below; and/or (ii) construction of the applicable Phase of the Project timely commenced, but completion of construction of the Phase 1 Minimum Improvements (as defined in Section 2.5 below), the Phase 2 Minimum Improvements (as defined in Section 2.6 below), the Phase 3 Minimum Improvements (as defined in Section 2.7 below) and the Phase 4 Minimum Improvements (as defined in Section 2.8 below), as applicable, has not occurred on or before the applicable Completion Date set forth in Section 6.11 below; provided that, if construction has commenced on the Phase 1 Minimum Improvements, Phase 2 Minimum Improvements, Phase 3 Minimum Improvements, or Phase 4 Minimum Improvements, as applicable, but Substantial Completion has not occurred on all of such Improvements by the applicable Completion Date set forth in Section 6.11 below, then (x) the Reversionary Interest shall only apply to that portion of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, on which construction has not been Substantially Completed, and (y) the UG shall not exercise its Reversionary Interests on any portions of the Improvements if and to the extent that Developer has commenced construction and is diligently pursuing the same to completion (for a period not to exceed twelve (12) months after the Completion Date). In order to exercise the Reversionary Interest, the UG shall first give to Developer a written notice of default and an additional sixty (60) days to cure (the "Reversionary Interest Notice") which shall specifically state that the UG is invoking the Reversionary Interest remedy, and in that case, if Developer fails to remedy the default in question within the additional sixty (60) days, the UG shall have the right, in its discretion, to exercise its Reversionary Interest as to any applicable portion(s) of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable. The UG shall not reimburse Developer for any losses or costs associated with the UG's exercise of its Reversionary Interest. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Reversionary Interest shall automatically be released for any portion(s) of the Project Site on which construction has commenced and

Substantially Completed, and the UG shall execute and deliver to Developer a quitclaim deed or such other documents as may be necessary to evidence the release of the Reversionary Interest promptly thereafter (but in any event, no later than ten (10) business days following a request by Developer for the same. For purposes of this Agreement, the words "commence construction" and "commencement of construction" shall mean the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements.

2.5 Developer's Obligations to Construct and Complete the Phase 1 Improvements. If and to the extent that Developer closes on the Phase 1 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) the Food Service Center, as described in Recital A and Section 2.2(a) above; and (b) the Initial Infrastructure, as described in Section 2.2(f) above (collectively, the "Phase 1 Minimum Improvements"). Developer hereby agrees to complete the Phase 1 Minimum Improvements on or before the Completion Date set forth in Section 6.11(a) below. Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 1 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(a) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 1 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) terminate Developer's access to the Pay-Go TIF Financing (as defined in Section 4.2(d) below) generated by the Phase 1 Property; and/or (iii) terminate this Agreement and exercise any other applicable remedies under Section 9.2 below.

2.6 Developer's Obligations to Construct and Complete the Phase 2 Improvements. If and to the extent that Developer closes on the Phase 2 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) the Retail Improvements, as described in Recital A and Section 2.2(c) above; and (b) the Other Infrastructure in Phase 2 of the Project, as described in Recital A and Section 2.2(g) above (collectively, the "Phase 2 Minimum Improvements"). Developer hereby agrees to complete the Phase 2 Minimum Improvements on or before the Completion Date set forth in Section 6.11(b) below. Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 2 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(b) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 2 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) divert TIF Proceeds (as defined in Section 4.2(b) below) to the Alternative TIF Fund pursuant to the terms of Section 4.2(d)(iii) below; (iii) reduce the CID Proceeds (as defined in Section 4.3(b) below); or (iv) terminate this Agreement with respect to the Phase 2 Property.

2.7 Developer's Obligations to Construct and Complete the Phase 3 Improvements. If and to the extent that Developer closes on the Phase 3 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) at least fifteen thousand (15,000) square feet of the Additional Commercial Buildings in the categories # 1 and # 2 of the list of Additional Commercial Building uses set forth on Exhibit N or as described in Section 7.2(c)(xxv)(i); and (b) the Other Infrastructure in Phase 3 of the Project, as described in Section 2.2(g) above (collectively, the "Phase 3 Minimum Improvements"). Developer hereby agrees to complete the Phase 3 Minimum Improvements on or before the Completion Date set forth in Section 6.11(c) below. Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 3 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(c) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 3 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) reduce the TIF Cap by ten percent (10%); (iii) reduce the CID Proceeds by ten percent (10%) for each reimbursement disbursed to Developer; and/or (iv) terminate this Agreement with respect to the Phase 3 Property. Notwithstanding the foregoing, if Developer shall fail to timely complete all of the Phase 3 Minimum Improvements on or before the Completion Date and the UG reduces the TIF Cap and CID Proceeds as set forth in the prior sentence, then Developer may earn

reinstatement of five percent (5%) of the TIF Cap and CID Proceeds if and to the extent that Developer shall complete all of the Phase 3 Minimum Improvements on or before a date that is 60 months of the Completion Date therefor.

2.8 Developer's Obligations to Construct and Complete the Phase 4 Improvements. If and to the extent that Developer closes on the Phase 4 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) the Office Building, as described in Recital A and Section 2.2(e) above; and (b) the Other Infrastructure in Phase 4 of the Project, as described in Section 2.2(g) above (collectively, the "Phase 4 Minimum Improvements"). Developer hereby agrees to complete the Phase 4 Minimum Improvements on or before the Completion Date set forth in Section 6.11(d) below.

(a) Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 4 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(d) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 4 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) reduce the TIF Cap by ten percent (10%); and/or (iii) terminate this Agreement with respect to the Phase 4 Property. Notwithstanding the foregoing, if Developer shall fail to timely complete all of the Phase 4 Minimum Improvements on or before the Completion Date and the UG reduces the TIF Cap as set forth in the prior sentence, then Developer may earn reinstatement of five percent (5%) of the TIF Cap if and to the extent that Developer shall complete all of the Phase 4 Minimum Improvements on or before a date that is 60 months of the Completion Date therefor.

(b) Also, if at any time during the Term, Developer, Scavuzzo's, or any Affiliate of Developer or Scavuzzo's shall develop, construct, lease or otherwise acquire an alternative headquarters facility outside of Wyandotte County, Kansas, then the parties hereby agree that the UG will also have the following remedies, in the UG's sole and absolute discretion: (x) terminate Developer's access to the Pay-Go TIF Financing; (y) reduce the TIF Cap; and/or (z) terminate this Agreement and exercise any other applicable remedies under Section 9.2 below.

(i) For purposes hereof, the parties hereby understand and agree that Developer, Scavuzzo's, and Affiliates of Developer may have small offices and personnel located in other locations outside of the Kansas City metropolitan area, provided that such offices are not the headquarters facility for Developer, Scavuzzo's, and/or any of its Affiliates.

(ii) If and only to the extent that all of the Phase 1 Minimum Improvements, Phase 2 Minimum Improvements, Phase 3 Minimum Improvements, and Phase 4 Minimum Improvements have been completed, and thereafter Developer, Scavuzzo's and/or any of their Affiliates are acquired by a larger company with greater net worth than that of Developer, Scavuzzo's or the Affiliate acquired by said company (the "Acquiring Company"), and the headquarters facility (or a portion thereof) is relocated to and consolidated with the headquarters of the Acquiring Company, then the UG agrees that it will not exercise the remedies described in Section 2.8(b) above.

2.9 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents (as defined in Annex 1). The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3 CONDITIONS

3.1 Conditions. The issuance and delivery to Developer of any public financing contemplated under the terms of this Agreement shall be subject to the following conditions precedent (the "Public Financing Conditions"):

(a) Phase 1 Conditions.

(i) Private Financing. Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds, are sufficient to complete the Phase 1 Minimum Improvements. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 1 Property. Developer shall close on its acquisition of the Phase 1 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(iv) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for Phase 1 Minimum Improvements as required by all Applicable Laws and Requirements; and

(v) Project Plan Approval. The UG's Commission shall have approved the Project Area 1 Plan.

(vi) BPU Agreement. Prior to construction and development of the Solar Field, Developer and BPU shall enter into a written agreement to govern Developer's operation of the Solar Field and the use and transmission of energy therefrom, which agreement shall be acceptable to the UG and the BPU in their respective sole discretion, or the UG shall have waived this condition in writing.

(b) Phase 2 Conditions.

(i) Private Financing. With respect to that portion of the Phase 2 Minimum Improvements that Developer intends to construct (as opposed to a third party), Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds and CID Proceeds, are sufficient to complete the Phase 2 Minimum Improvements that Developer intends to construct (as opposed to a third party). Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 2 Property. Developer shall close on its acquisition of the Phase 2 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) CID Approval. The UG's Commission shall have approved the Retail CID by approval of the Retail CID Ordinance described in Recital J above, or Developer shall have waived this requirement in writing;

(iv) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(v) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Phase 2 Minimum Improvements that Developer intends to construct (as opposed to a third party) as required by all Applicable Laws and Requirements;

(vi) Project Plan Approval. The UG's Commission shall have approved the Project Area 2 Plan; and

(vii) Retail Leases. Developer shall provide to the UG copies of leases or purchase agreements with reputable retail users for at least sixty-five percent (65%) of the Phase 2 Minimum Improvements square footage.

(c) Phase 3 Conditions.

(i) Private Financing. With respect to that portion of the Phase 3 Minimum Improvements that Developer intends to construct (as opposed to a third party), Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds and CID Proceeds, are sufficient to complete the Phase 3 Minimum Improvements that Developer intends to construct (as opposed to a third party). Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 3 Property. Developer shall close on its acquisition of the Phase 3 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) Amendment to Agreement. The UG and Developer shall have agreed upon the scope and specifications for the Additional Commercial Buildings, as described in Section 2.7, which scope and specifications shall be memorialized in an amendment to this Agreement.

(iv) CID Approval. The UG's Commission shall have approved the Retail CID by approval of the Retail CID Ordinance described in Recital J above, or Developer shall have waived this requirement in writing;

(v) IRBs. The UG's Commission shall have approved a Resolution of Intent

for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(vi) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Phase 3 Minimum Improvements that Developer intends to construct (as opposed to a third party) as required by all Applicable Laws and Requirements;

(vii) Project Plan Approval. The UG's Commission shall have approved the Project Area 3 Plan; and

(viii) Retail Leases. Developer shall provide to the UG copies of leases or purchase agreements with reputable retail users for at least sixty-five percent (65%) of the Phase 3 Minimum Improvements square footage.

(d) Phase 4 Conditions.

(i) Private Financing. Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds, are sufficient to complete the Phase 4 Minimum Improvements. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 4 Property. Developer shall close on its acquisition of the Phase 4 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(iv) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for Phase 4 Minimum Improvements as required by all Applicable Laws and Requirements;

(v) Project Plan Approval. The UG's Commission shall have approved the Project Area 4 Plan; and

(vi) Office Leases. Developer shall provide to the UG copies of leases with Scavuzzo's and -- if necessary -- reputable users for at least fifty percent (50%) of the space in the Office Building.

3.2 Termination. In the event that the Phase 1 Conditions set forth in Section 3.1(a) above are not met or waived on or prior to the Phase 1 Property Closing Deadline set forth in Section 5.1 below, then either party hereto shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement: (i) this Agreement shall terminate, and (ii) except as specifically set forth herein, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement

and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of **December 15, 2017**, as amended, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

3.3 Satisfaction of Conditions. Upon satisfaction of the Public Financing Conditions for each of Phase 1, Phase 2, Phase 3, and Phase 4 set forth in Section 3.1 above, the UG shall, at the request of Developer, issue a certificate or a letter confirming and agreeing the Public Financing Conditions for such Phase have been fully satisfied for purposes of this Agreement, and the parties agree that such Public Financing Conditions with respect to such Phase shall be deemed to be fully satisfied for all purposes of this Agreement thereafter.

ARTICLE 4

FINANCING — SOURCE OF FUNDS

4.1 Public Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as **Exhibit I**, and by this reference made a part hereof. The costs of the Project (the "Project Costs") will be funded in part by public incentives, including TIF Proceeds, CID Proceeds, and IRBs, as well as private equity and debt. Developer, its successors and assigns, using private equity and debt (the "Private Funds"), will initially advance all of the costs for the design, development and construction of the Project, or applicable portions thereof in accordance with this Agreement. Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain TIF Eligible Expenses and CID Eligible Expenses paid for by Developer, its successors or assigns, from and to the extent of the TIF Proceeds and CID Proceeds collected during the Term.

4.2 TIF District. It is contemplated by the parties that the Project shall be funded in part by TIF Proceeds. Developer has identified certain Project Costs which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are for hard construction costs for site work and/or infrastructure, identified as "TIF Project Costs" in the Total Project Budget, and eligible for payment or reimbursement pursuant to the TIF Act (the "TIF Eligible Expenses"). The parties hereby specifically agree that the "Land Costs" described in Section 4.4(a) below shall not be TIF Eligible Expenses. In connection with the TIF District, the parties hereby agree as follows:

(a) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the Amended TIF District Ordinance, the UG hereby agrees that the TIF Eligible Expenses may be financed and reimbursed with Pay-Go TIF Financing from the Incremental Real Property Taxes collected within the TIF District. Pursuant to the provisions of the Project Area 1 Plan (and any subsequent approved redevelopment project plans for each additional Project Area) and the TIF Act, including, but not limited to, Section 12-1775(a) of the TIF Act, all real property located within the TIF District is subject to assessment for annual Real Property Taxes (as defined in Annex 1). Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the TIF District. The "Incremental Real Property Taxes" means that amount of Real Property Taxes collected from within the TIF District that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District. For purposes hereof, the term "Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on December 21, 2006 (the date the

Original TIF District was established), which includes an adjustment for property removed from the Original TIF District in 2019. The Base Year Assessed Valuation of the real property within the TIF District is Eight Hundred Seventy Nine Thousand, Six Hundred Sixty Five Dollars (\$879,665.00)

(b) TIF Proceeds. The revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee (as defined in Section 4.2(f) below), constitute the "TIF Proceeds". Except as set forth in Section 4.2(d)(iii) below, the TIF Proceeds shall be used to pay or reimburse Developer for the TIF Eligible Expenses, subject to the limitations in the TIF Act and provided that none of the TIF Proceeds shall be used to pay for anything but site work, infrastructure and other hard construction costs without the prior approval of the UG, in its sole discretion.

(c) Property Tax TIF Fund. Subject to the provisions set forth in Section 4.2(d)(iii) below, during the existence of the TIF District, all Incremental Real Property Taxes generated within the TIF District shall be deposited into a separate fund (the "Property Tax TIF Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(d) Pay-Go TIF Financing. Subject to the terms and conditions of this Agreement (including Section 4.2(d)(iii) below), the parties hereby agree that all of the TIF Proceeds shall be disbursed by the UG to Developer from the Property Tax TIF Fund on a pay-as-you-go basis ("Pay-Go TIF Financing") to reimburse Developer for TIF Eligible Expenses, if and to the extent that: (1) there are sufficient TIF Proceeds in the Property Tax TIF Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7 below, (3) Developer has not already been reimbursed for TIF Eligible Expenses in an amount equal to the TIF Cap (as defined in Section 4.2(d)(ii) below), and (4) the Term has not yet expired. The parties further agree as follows:

(i) TIF Collection Period. The Incremental Real Property Taxes shall be collected within each Project Area of the TIF District for a period that commences on the effective date of the ordinance approving a TIF redevelopment project plan for each such Project Area (the "TIF Project Area Commencement Date") and ending on that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all TIF Eligible Expenses by Pay-Go TIF Financing in an amount equal to the TIF Cap, or (ii) twenty (20) years from the TIF Project Area Commencement Date (the "TIF Collection Period"), provided however that in no event shall the TIF Collection Period for any of the Project Areas end later than August 1, 2044. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that collection of Incremental Real Property Taxes within each Project Area is limited to a period of twenty (20) years from the respective TIF Project Area Commencement Date, and the UG shall have the right to remove a Project Area from the TIF District upon expiration of the Project Area's TIF Collection Period. In other words, the UG shall remove Project Area 1 from the TIF District twenty (20) years after the TIF Project Area Commencement Date for Project Area 1, and upon such removal, the UG shall revise the Base Year Assessed Valuation of the TIF District to reflect the Base Year Assessed Valuation of the remaining real property within the TIF District. The UG shall repeat this process to remove Project Area 2, Project Area 3 and Project Area 4 from the TIF District twenty (20) years after the TIF Project Area Collection Date for Project Area 2, Project Area 3 and Project Area 4, respectively. At the end of the TIF Collection Period, the parties understand and agree that the UG shall no longer deposit Incremental Real Property Taxes into the Property Tax TIF Fund, and Developer shall have no further access to such Incremental Real Property Taxes to reimburse or pay for TIF Eligible Expenses.

(ii) TIF Cap. The TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing shall in no event exceed Eleven Million Three Hundred Sixteen Thousand Three Hundred Thirty-Three Dollars (\$11,316,333) (the "TIF Cap"). However, the parties hereby understand and agree that if and to the extent that (x) Developer shall timely complete and open the Phase 2 Minimum Improvements as described in Section 6.11(b), the TIF Cap shall be increased by Eight Million One Hundred Thirty Seven Thousand Seven Hundred Seventy Dollars (\$8,137,770) for a total TIF Cap of Nineteen Million Four Hundred Fifty Four Thousand One Hundred Three Dollars (\$19,454,103); and (y) Developer shall timely complete and open the Phase 4 Minimum Improvements as described in Section 6.11(d), the TIF Cap shall be increased by Eight Million Four Hundred Twenty Eight Thousand Four Hundred Ninety Nine Dollars (\$8,428,499) for a total TIF Cap of Twenty Seven Million Eight Hundred Eighty Two Thousand Six Hundred Two Dollars (\$27,882,602). For Phase 3, the parties hereby agree that if and to the extent that (A) Developer shall timely complete and open the Phase 3 Minimum Improvements as described in Section 6.11(c), the TIF Cap described in the prior sentence shall be increased by Two Million Nine Hundred Thousand Dollars (\$2,900,000); (B) Developer shall complete and open at least 15,000 square feet of Additional Commercial Buildings beyond the Phase 3 Minimum Improvements (at least 30,000 square feet of Additional Commercial Buildings) on or before that date which is one hundred and twenty (120) months after the Closing on the Phase 3 Property, the TIF Cap described in the prior sentence shall be increased by another Two Million Dollars (\$2,000,000; an additional \$4,900,000 of TIF Cap for Phase 3), and (C) Developer shall complete and open at least 30,000 square feet of Additional Commercial Buildings beyond the Phase 3 Minimum Improvements (at least 45,000 square feet of Additional Commercial Buildings) on or before that date which is one hundred and twenty (120) months after the Closing on the Phase 3 Property, the TIF Cap described in the prior sentence shall be increased by another Two Million Dollars (\$2,000,000; an additional \$6,900,000 of TIF Cap for Phase 3). The TIF Cap shall, for all purposes set forth herein, operate as a cap on the use of TIF Proceeds for reimbursement of any and all TIF Eligible Expenses. Once Developer has received an amount equal to the TIF Cap in reimbursements of TIF Eligible Expenses through Pay-Go TIF Financing, the parties understand and agree that the Developer's access to the Pay-Go TIF Financing shall thereafter terminate.

(iii) Alternative TIF Fund; Reduction of Available TIF Proceeds. The parties hereby understand and agree that the timely construction of the Retail Improvements is critical to the UG, and an important condition to the UG's agreements to provide access to the TIF Proceeds hereunder. Accordingly, Developer hereby understands and agrees that Developer's access to 100% of the TIF Proceeds is hereby expressly conditioned upon Developer's timely completion and opening of the Phase 2 Minimum Improvements on or before the Completion Date set forth in Section 6.11(b) below. Notwithstanding anything set forth in this Agreement to the contrary, if Developer shall fail to complete and open the Phase 2 Minimum Improvements on or before the Completion Date described in Section 6.11(b) below, then the UG shall establish an alternative TIF Fund (the "Alternative TIF Fund") and an amount equal to ten percent (10%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund. Further, Developer understands and agrees that if any such failure to complete and open the Phase 2 Minimum Improvements shall continue after the Completion Date set forth in Section 6.11(b) below, then: (a) if the Phase 2 Minimum Improvements shall not be opened by a date that is one (1) year after the Completion Date in Section 6.11(b), then an amount equal to twenty percent (20%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund; (b) if the Phase 2 Minimum Improvements shall not be opened by a date that is two (2) years after the Completion Date in Section 6.11(b),

then an amount equal to thirty percent (30%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund; (c) if the Phase 2 Minimum Improvements shall not be opened by a date that is three (3) years after the Completion Date in Section 6.11(b), then an amount equal to forty percent (40%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund; and finally, (d) if the Phase 2 Minimum Improvements shall not be opened by a date that is four (4) years after the Completion Date in Section 6.11(b), then an amount equal to fifty percent (50%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund. Developer understands and agrees that it shall not have access to any TIF Proceeds in the Alternative TIF Fund, which may be used by the UG for eligible TIF costs and expenses within the TIF District in the UG's sole and absolute discretion. If any funds are diverted to the Alternative TIF Fund pursuant to the terms hereof, once the Phase 2 Minimum Improvements are completed, no further TIF Proceeds will be diverted to the Alternative TIF Fund thereafter.

(iv) Interest on TIF Project Costs. The UG and Developer hereby understand and agree that Developer shall be entitled to reimbursement for interest on its TIF Eligible Expenses, which interest shall not exceed the lesser of (a) Developer's actual private financing costs for such TIF Eligible Expenses, or (b) six and one-half percent (6.5%). Additionally, Developer hereby understands and agrees that for all Phases of the Project, reimbursable interest on TIF Eligible Expenses shall commence to accrue when any such TIF Eligible Expenses are certified, except: (x) if the Phase 2 Minimum Improvements are not completed by the Completion Date set forth in Section 6.11(b), interest shall not begin to accrue on TIF Eligible Expenses related to Phase 1 and Phase 2 until the Phase 2 Minimum Improvements have been completed; and (y) if the Phase 3 Minimum Improvements or Phase 4 Minimum Improvements are not completed by the relevant Completion Date set forth in Section 6.11 hereof, interest shall not begin to accrue on TIF Eligible Expenses in that particular Phase until the Minimum Improvements for that Phase have been completed.

(v) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go TIF Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go TIF Financing as provided in this Agreement.

(e) No TIF Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go TIF Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the TIF Eligible Expenses or any other Project Costs.

(f) TIF Administrative Fee. The Incremental Real Property Taxes deposited into the Property Tax TIF Fund shall be used from time to time to pay an annual administrative fee for the TIF District (the "TIF Administrative Fee"). The TIF Administrative Fee shall be an amount equal to the greater of Seven Thousand Five Hundred Dollars (\$7,500) per year or one percent (1%) of the Incremental Real Property Taxes deposited into the Property Tax TIF Fund from time to time during the Term. The TIF Administrative Fee shall be due and payable on the date the Incremental Real Property Taxes are received by the UG.

(g) Deadlines to Propose Redevelopment Project Plans for Project Areas. The parties hereby agree that Developer shall propose redevelopment project plans for Project Areas 2, 3 and

4 to be advanced to the UG's Commission for consideration on or before the deadlines set forth below:

- (i) Project Area 2 Deadline: July 15, 2021 (the "Project Area 2 Plan Deadline");
- (ii) Project Area 3 Deadline: July 15, 2022 (the "Project Area 3 Plan Deadline"); and
- (iii) Project Area 4 Deadline: July 15, 2024 (the "Project Area 4 Plan Deadline").

If Developer should fail to submit a redevelopment project plan for Project Area 2, Project Area 3 and/or Project Area 4 to be considered by the UG's Commission on or before the applicable deadline set forth above, then Developer hereby understands and agrees that rights to any Pay-Go TIF Financing for the applicable Project Area shall be automatically waived by Developer and of no further force and effect.

4.3 Retail CID. It is contemplated by the parties that the CID Proceeds shall only be used to pay for the costs of retail improvements within Project Area 2 and Project Area 3 of the Project. Developer has identified certain hard site improvement and construction costs which may be reimbursed with CID Proceeds as set forth in the Total Project Budget as "CID Project Costs", which is attached as Exhibit I, and are eligible for payment or reimbursement pursuant to the CID Act (the "CID Eligible Expenses"). In connection with the Retail CID, the parties hereby agree as follows:

(a) Retail CID Sales Tax. Subject to the terms and conditions of this Agreement and the Retail CID Ordinance, the UG hereby agrees that the CID Eligible Expenses may be financed and reimbursed with Pay-Go CID Financing (defined below in Section 4.3(d) below) from the imposition of the Retail CID Sales Tax in the amount of one percent (1%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) from only those revenues received from within the Retail CID. Developer agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants within the Retail CID within the timeframes required by the DOR, so that the DOR can notify tenants within the Retail CID of their requirement to collect the Retail CID Sales Tax. At the time the list of tenants is provided to the DOR, Developer shall also provide a copy to the UG.

(b) CID Proceeds. The revenues received from the imposition of the Retail CID Sales Tax, less the Retail CID Administrative Fee (as defined in Section 4.3(f) below), constitute the "CID Proceeds". The CID Proceeds shall be collected and deposited into a Retail CID Fund (as defined in Section 4.3(c) below) and then such CID Proceeds shall be used to pay or reimburse Developer for the CID Eligible Expenses, subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but site work, infrastructure and other hard construction costs for retail improvements within Project Area 2 and Project Area 3 without the prior approval of the UG, in its sole discretion.

(c) Retail CID Fund. During the existence of the Retail CID, all CID Proceeds generated within the Retail CID shall be deposited into a separate fund (the "Retail CID Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(d) Pay-Go CID Financing. The parties hereby agree that the CID Proceeds shall be disbursed by the UG to Developer quarterly from the Retail CID Fund on a pay-as-you-go basis ("Pay-Go CID Financing") to reimburse Developer for the CID Eligible Expenses, if and to the extent that: (1) there are sufficient CID Proceeds in the Retail CID Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7 below, and (3) the Retail CID Collection Period has not yet expired. The parties further agree as follows:

(i) Retail CID Collection Period. The Retail CID Sales Tax shall be collected within the Retail CID for a period that commences on the date that the Retail CID Sales Tax is first imposed within the Retail CID up to and concluding upon that date which is twenty-two (22) years from the date that the Retail CID Sales Tax is first imposed, or the termination of this Agreement, whichever is earlier (the "Retail CID Collection Period"). At the end of the Retail CID Collection Period, the parties understand and agree that the Retail CID shall thereafter terminate, the Retail CID Sales Tax shall terminate and no longer be levied or collected within the Retail CID, and the UG shall promptly take any action required to so terminate the Retail CID and the Retail CID Sales Tax.

(ii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go CID Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go CID Financing as provided in this Agreement.

(e) No CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go CID Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the CID Eligible Expenses or any other Project Costs.

(f) Retail CID Administrative Fee. A portion of the CID Proceeds from the Retail CID shall be used to pay an administrative fee in an amount equal to one percent (1%) of the CID Proceeds actually received by the UG from the DOR (the "Retail CID Administrative Fee"), and Developer hereby understands and agrees that such Retail CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Proceeds into the Retail CID Fund. As and when there are sufficient CID Proceeds from the Retail CID to pay the Retail CID Administrative Fee, such Retail CID Administrative Fee shall have first priority to available CID Proceeds.

4.4 Local Sales Tax Rebate. It is contemplated by the parties that Purchase Price that Developer pays for the Phase 2 Property, the Phase 3 Property and the Phase 4 Property shall be financed and reimbursed to Developer by Sales Taxes (as defined below).

(a) Land Costs. The Parties hereby agree that Developer shall be entitled to reimbursement from Sales Taxes as described below for any portion of the Purchase Price which is actually paid by Developer, along with interest accruing at a rate of 6.5% per annum (the "Land Costs") commencing on the date such portion(s) of the Purchase Price are actually paid by Developer to the UG. For example, if (i) Developer shall close on the Phase 2 Property on July 1, 2021 and pay \$350,000 of the Purchase Price on July 1, 2021, and then (ii) close on the Phase 3 Property on August 1, 2022 and pay \$350,000 of the Purchase Price on August 1, 2022, then the Land Costs will include \$350,000 of principal and interest at 6.5% accruing on and after July 1, 2021, and then the Land Costs will be increased by another \$350,000 of principal on August 1, 2022, which shall be added to any unamortized principal from the Phase 2 Property closing, and

thereafter interest will accrue on such increased principal on August 1, 2022 and thereafter. The parties hereby agree that in no event shall the Land Costs, including the interest comprising a portion of Land Costs, exceed \$1,500,000.

(b) Rebate of Local Sales Taxes. Subject to Applicable Laws and Requirements, commencing on the date that Developer first pays any portion of the Purchase Price and ending on the earlier of (i) the date the Land Costs have been reimbursed in full to Developer, or (ii) the date that \$1,500,000 of the Land Costs have been reimbursed to Developer, or (iii) the last day of the Term (the "Local Sales Tax Rebate Period"), the UG hereby agrees to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to rebate an amount equal to one-hundred percent (100%) of the Sales Taxes generated within Project Area 1, 2, 3 and Project Area 4 (if and to the extent that Developer has closed on the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, respectively), the during the Term of this Agreement for reimbursement to Developer for the Land Costs outside of the TIF Act and structure (the "Local Sales Tax Rebates"). For purposes hereof, the term "Sales Taxes" means the general local sales and use taxes received by the UG, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to the 1% general sales tax of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax), plus the UG's then-current share of the Wyandotte County 1% sales tax, which share is currently 93.84%.

(c) Documentation of Local Sales Taxes. During the Local Sales Tax Rebate Period, Developer and its successors and assigns shall provide the UG with documentation of sales tax receipts for each business in Project Areas 1, 2, 3 and 4, indicating the type and amount of the Sales Taxes paid by such business. Developer agrees that it will itself provide (if applicable), and that it will use commercially reasonable efforts to, by appropriate agreement, require all parties holding or operating by, through or under it, or otherwise operating on or from Project Area 2 and Project Area 3, to provide, to the UG: (i) true and correct copies of all sales tax and use tax returns filed with the State with respect to sales in, on or from Project Area 2 and Project Area 3, with the same to be provided to the UG simultaneously with, or within ten (10) days after, such filing with the State; and (ii) separate monthly reports showing all sales taxes paid to the State.

(d) Local Sales Taxes Fund. During the Local Sales Tax Rebate Period, all Sales Taxes generated within Project Area 2 and Project Area 3 shall be deposited into the Local Sales Taxes Fund, which shall be established and administered by the UG in compliance with all Applicable Laws and Requirements and this Agreement.

(e) Pay-Go Reimbursement of Sales Taxes. The Sales Taxes deposited into the Local Sales Taxes Fund by the UG shall be disbursed by the UG on a pay-as-you-go basis, on a quarterly basis in four (4) quarterly disbursements from the UG after receipt by the UG of such Sales Taxes ("Pay-Go Reimbursement of Sales Taxes"), to reimburse Developer for Land Costs, if and to the extent that (i) there are Sales Taxes in the Local Sales Taxes Fund, (ii) the Local Sales Tax Rebate Period has not yet expired, and (iii) Developer has not already received Sales Taxes in an amount equal to the Land Costs (as capped above). At the end of the Local Sales Tax Rebate Period, the parties understand and agree the Local Sales Tax Rebates shall thereafter terminate.

4.5 50/50 Limitation. The TIF Proceeds and CID Proceeds collectively available to Developer for reimbursement of TIF Eligible Expenses and CID Eligible Expenses at any given time shall be limited to an amount which is equal to one half (1/2) of the amount of Project Costs which have been paid from Private Funds. In other words, the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing and the reimbursement of CID Eligible Expenses from Pay-Go CID Financing are to be paid, collectively,

on a 50/50 basis between Private Funds and the available TIF Proceeds and CID Proceeds, and there shall not at any time during the Term be more Project Costs paid with TIF Proceeds and CID Proceeds than the amount of Project Costs paid by Private Funds and not reimbursed with TIF Proceeds and CID Proceeds, if any (the "50/50 Limitation"). However, the parties understand and agree that for purposes of this provision, Private Funds which are spent on land, legal fees and construction period interest shall not be included in the calculation of Private Funds for purposes of calculating the 50/50 Limitation. By way of illustrative example of the 50/50 Limitation, if at a given point in time, Developer has incurred Project Costs (including any TIF Eligible Expenses and CID Eligible Expenses, but excluding land acquisition, legal fees, and/or construction period interest) to date of \$200 (none of which has been reimbursed with TIF Proceeds and/or CID Proceeds), then Developer's maximum reimbursement for TIF Eligible Expenses and/or CID Eligible Expenses from Pay-Go TIF Financing and/or Pay-Go CID Financing is \$100. However, the parties further understand and agree that if at a given point in time, Developer has incurred \$225 of Project Costs, of which \$125 are TIF Eligible Expenses and/or CID Eligible Expenses and \$100 are not TIF Eligible Expenses or CID Eligible Expenses (and are not land acquisition, legal fees, and/or construction period interest), then: (i) at that particular time, no more than \$100 of TIF Eligible Expenses and/or CID Eligible Expenses may be reimbursed with TIF Proceeds and/or CID Proceeds, but (ii) if Developer later incurs an additional \$25 of Project Costs which are paid with Private Funds, then the remaining \$25 of TIF Eligible Expenses and/or CID Eligible Expenses may be reimbursed with TIF Proceeds and/or CID Proceeds. Payment of Project Costs from Private Funds shall be evidenced to the UG as set forth in Section 4.8 below.

4.6 Percentage Limitation. In addition to the TIF Cap and the 50/50 Limitation set forth above, the parties hereby agree that upon completion of the Minimum Improvements and submittal of the final Certificates of Expenditure by Developer pursuant to Section 4.8 below, the TIF Cap shall be reduced if and to the extent that the TIF Eligible Expenses and CID Eligible Expenses shall be more than twenty five percent (25%) of the total Project Costs (including the Private Funds therefor). In other words, if and to the extent that the TIF Eligible Expenses and CID Eligible Expenses shall collectively be more than twenty five percent (25%) of the total Project Costs, then Developer hereby agrees that the TIF Cap shall be proportionately reduced so that the TIF Eligible Expenses and CID Eligible Expenses shall not be more than twenty five percent (25%) of the total Project Costs.

4.7 Conditions Precedent to Reimbursements. Developer hereby understands and agrees that even when TIF Proceeds and CID Proceeds have begun to be collected by the UG, the UG will hold and not disburse to Developer any reimbursements for TIF Eligible Expenses from Pay-Go TIF Financing and/or any reimbursements for CID Eligible Expenses from Pay-Go CID Financing, unless and until the conditions precedent set forth below have been fully satisfied as determined by UG in its sole reasonable discretion:

(a) The UG has approved Certificate(s) of Expenditures for such TIF Eligible Expenses and/or CID Eligible Expenses;

(b) Developer shall have achieved Substantial Completion (as defined in Annex 1) of the Phase 1 Minimum Improvements for reimbursements for TIF Eligible Expenses from Pay-Go TIF Financing; and

(c) Developer shall have achieved Substantial Completion of the Phase 2 Minimum Improvements for reimbursements for CID Eligible Expenses from Pay-Go CID Financing; and

(d) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder;

provided however, that Developer's failure to meet a deadline in this Agreement shall only affect the conditions precedent for disbursement of TIF Proceeds and/or CID Proceeds from the Project Area to which the deadline applied.

4.8 Certificate(s) of Expenditures for Reimbursement from TIF Proceeds and CID Proceeds.
The parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Project Costs from Pay-Go TIF Financing or Pay-Go CID Financing, Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit J** (each, a "Certificate of Expenditures") attesting to the expenditure of Project Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditures each month, but no more than one time per month, for each of the Property Tax TIF Fund and the Retail CID Fund. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures to the UG, except through Developer or except as otherwise approved by the UG and Developer.

(b) Procedures for Certification of Expenditures. The UG or a representative of the UG shall review the Certificate(s) of Expenditures to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the UG a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of public financing proceeds (Property Tax TIF Fund and/or Retail CID Fund) for payment of such Project Costs. Developer shall certify to the UG that it shall only use the TIF Proceeds and/or CID Proceeds for the designated Project Costs described in the Certificate of Expenditures and that such proceeds shall not be commingled with other sources or uses. Developer shall further certify to the UG that it will only use: (i) the TIF Proceeds for TIF Eligible Expenses, and (ii) the CID Proceeds for CID Eligible Expenses.

(ii) Each Certificate of Expenditures shall be accompanied by an accounting of the Private Funds paid to date, along with supporting documentation therefor.

(iii) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the UG shall reasonably require to document appropriate payment.

(iv) The Certificate of Expenditures shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the costs requested for payment or reimbursement in the Certificate of Expenditures.

(v) The UG reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set forth in Section 4.8(b)(iii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute TIF Eligible Expenses and/or CID Eligible Expenses (as the case may be).

(vi) The UG shall have sixty (60) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to the Developer. If the UG disapproves of the Certificate of Expenditures, the UG shall notify the Developer in writing of the reason for such disapproval within such sixty (60) day period, in which event the

Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(c) Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the TIF Proceeds and CID Proceeds is important to the UG and the Developer for various reasons. Accordingly, the parties hereby understand and agree that the UG may retain outside third party representatives to manage and/or provide oversight to this process and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's costs for retaining such third parties.

4.9 Reimbursement Priority. All payments or reimbursements of whatever kind from the UG to the Developer under this Agreement shall be made in the following priority:

(a) First, to the UG, to the extent permitted by Applicable Laws and Requirements, as payments by the Developer for any amounts due and owing to the UG; provided, however, the UG shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by Developer to the UG under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; (ii) all actual out of pocket costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees; (iii) indemnification of the UG for any indemnity obligation owed by Developer (or any Affiliate) to the UG, and any interest or penalty thereon; and (iv) any reimbursement due to the UG on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; and

(b) Second, to Developer for the actual amounts to which Developer is entitled by the other provisions of this Agreement.

4.10 Line Items. The parties hereby agree that increases or decreases in line item amounts in the columns labeled "TIF Eligible Expenses" or "CID Eligible Expenses" in the Total Project Budget as set forth on **Exhibit I** may be made by Developer as long as: (a) no such increase represents more than a fifteen percent (15%) change per line item, unless otherwise approved by the County Administrator or its designee, and (b) prior to requesting reimbursement for any such line item change(s), Developer provides the County Administrator's office with a modified Total Project Budget reflecting such change(s).

4.11 IRBs. Developer has requested IRB financing in order to pay certain Project Costs pursuant to K.S.A. 12-1740 *et seq.* Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem taxes for the Project or the Project Site. Developer agrees to pay all costs and expenses related to the issuance of the IRBs, including without limitation the UG's IRB issuance fees.

ARTICLE 5 CLOSING

5.1 Closing. The term "Closing" as used in this Agreement shall be deemed to mean the dates on which Developer shall close on the acquisition of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property. Developer shall provide written notice to the UG prior to the proposed Closing date for each of the Phase 1 Property, Phase 2 Property, Phase 3 Property and Phase 4 Property and use commercially reasonable efforts to do so at least thirty (30) days in advance thereof, and upon receipt of Developer's written notice, the UG shall initiate the procedures necessary to cause the transfer of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable. Notwithstanding anything herein to the contrary, Closing must occur on the property for the respective Phases on or before the dates set forth below:

- (a) Phase 1 Property Closing Deadline: December 31, 2019;
- (b) Phase 2 Property Closing Deadline: December 31, 2021;
- (c) Phase 3 Property Closing Deadline: December 31, 2022; and
- (d) Phase 4 Property Closing Deadline: December 31, 2024.

If Closing on the Phase 1 Property does not occur on or before the Phase 1 Property Closing Deadline set forth above, either party shall have the right to terminate this Agreement as set forth in Section 3.2 above. If Closing on each of the Phase 2 Property, Phase 3 Property and/or Phase 4 Property does not occur on or before the respective Property Closing Deadline set forth above, then Developer shall, after the applicable notice and cure period set forth in Section 9.1(b), lose the rights to (i) acquire the Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable; (ii) develop the applicable Phase of the Project; and (iii) reimbursement from Pay-Go TIF Financing and/or CID Proceeds from Pay-Go CID Financing for the applicable Phase of the Project (as set forth on the Total Project Budget). In addition, if Developer shall fail to close on the properties for the various Phases described above by the respective Property Closing Deadlines, then the UG shall have the right to partner with other developers to develop the Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, and apply the TIF Proceeds and/or CID Proceeds generated by the applicable Phase as incentives for use by the other developers; provided, however, that if the Retail CID Collection Period has not yet commenced, the UG shall have the option to terminate the Retail CID and/or change the date that the Retail CID Sales Tax is first imposed within the Retail CID. Notwithstanding anything to the contrary herein, none of the deadlines set forth in this Agreement shall apply to the Solar Field portion of the Project Site.

ARTICLE 6 CONSTRUCTION OF IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS

6.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area) and all Applicable Laws and Requirements. Developer recognizes, stipulates and

agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities (as defined in Annex 1) in accordance with Applicable Laws and Requirements. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes (as defined in Annex 1) to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to Developer; and (c) guaranteed Substantial Completion not later than the Completion Date (with such penalties for nonperformance as Developer reasonably deems necessary).

6.4 Implementation of Construction Documents. Developer agrees with the UG that it will: (a) perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

6.5 Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior approval of the UG in accordance with Applicable Laws and Requirements. The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine the requirements of this Agreement have been met. Developer shall obtain the UG's approval of all change orders relating to the Improvements that result in a Material Change.

6.6 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), have the sole right, and the responsibility, to design, manage, construct and operate the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.7 Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, the General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer, Developer's lender, and the UG.

6.8 Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

6.9 Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the

Project. Additionally, Developer agrees that it shall report monthly to the UG on its leasing prospects and activity for the Retail Improvements until such time as the Phase 2 Minimum Improvements have been completed and opened, and the UG agrees that all information shared regarding potential commercial users will be kept confidential, subject to the requirements of the Kansas Open Records Act and any other Applicable Laws and Requirements.

6.10 Commencement Dates. Developer hereby agrees that, subject only to Force Majeure, Developer shall:

(a) "Commence Construction" (as defined in Annex 1) of the Phase 1 Minimum Improvements of the Project as described in Section 2.5 on or before that date which is sixty (60) days after Closing on the Phase 1 Property;

(b) Commence Construction of Phase 2 Minimum Improvements of the Project as described in Section 2.6 on or before that date which is sixty (60) days after Closing on the Phase 2 Property;

(c) Commence Construction of Phase 3 of the Project as described in Section 2.7 on or before that date which is sixty (60) days after Closing on the Phase 3 Property; and

(d) Commence Construction of Phase 4 of the Project as described in Section 2.8 on or before that date which is sixty (60) days after Closing on the Phase 4 Property.

Each of the foregoing is a "Commencement Date" hereunder, and collectively, the "Commencement Dates".

6.11 Completion Dates. Developer further agrees that, subject only to Force Majeure, Developer shall:

(a) Substantially Complete the Phase 1 Minimum Improvements within twenty-four (24) months after the Closing on the Phase 1 Property;

(b) Substantially Complete the Phase 2 Minimum Improvements within thirty six (36) months after the Closing on the Phase 1 Property;

(c) Substantially Complete the Phase 3 Minimum Improvements within thirty six (36) months after the Closing on the Phase 3 Property; and

(d) Substantially Complete the Phase 4 Minimum Improvements within twenty-four (24) months after the Closing on the Phase 4 Property.

Each of the foregoing is a "Completion Date" and collectively, the "Completion Dates".

ARTICLE 7 USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is the later of: (a) the last day of the Retail CID Collection Period, or (b) the last day of the TIF Collection Period (the "Term"). Notwithstanding the foregoing or anything in this Agreement to the contrary, the UG hereby agrees that Developer may terminate this Agreement by thirty (30) days prior written notice to the UG at any time during the Term of this Agreement after completion of the Minimum Improvements. Upon any such termination by Developer, the parties hereby agree that the UG may, in its

discretion, terminate: (i) reimbursements to Developer through Pay-Go TIF Financing, (ii) reimbursements to Developer through Pay-Go CID Financing, (iii) the Retail CID, and/or (iv) the TIF District.

7.2 Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only for a first-class mixed use development, including industrial, distribution and manufacturing, hotel, warehouse, office, restaurant and retail uses, multi-family residential, and solar energy production (the "Permitted Uses"). Notwithstanding the foregoing, Developer hereby understands and agrees that (i) it shall be expressly prohibited to use, develop or allow the use of any portion of the Project Site other than Project Area 1 for industrial, distribution, warehouse and/or manufacturing uses, and (ii) it shall be expressly prohibited for Developer (or anyone operating by or through Developer) to sell or resell solar energy to tenants of the Project or other third parties.

(b) Conduct its business at all times in a dignified quality manner and in conformity with first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

(c) Additionally, Developer hereby understands and agrees that the nature of the retail uses within the TIF District and Retail CID were critical to the UG's creation of same. Accordingly, the parties hereby agree that the following uses shall be prohibited within the TIF District and Retail CID, except as otherwise provided herein or with the prior written approval of the UG:

(i) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project, as determined by the UG and Developer in their reasonable discretion.

(ii) A car wash facility (except where operated as part of a high-quality and reputable gas station or convenience store).

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal, except that this provision shall not be deemed to include the operation within the TIF District of the Food Service Center or loading docks attached to the Additional Commercial Buildings.

(iv) A facility for the assembling, manufacturing, refining, or smelting, drilling, mining, exploring or the producing of oil, gases or other minerals.

(v) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry.

(vi) Salvage or reclamation yards and the storage of inoperative vehicles.

(vii) Any pawn shop or "second hand" store; provided, however, that the foregoing restriction shall not in any way prohibit the operation of high quality antique or so-called vintage stores.

(viii) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or

maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, and participants of the Project.

(ix) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near the rear of any building within the TIF District and/or Retail CID, or elsewhere within the TIF District and/or Retail CID subject to the approved final Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area) and in compliance with all Applicable Laws and Requirements.

(x) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion within the TIF District and/or Retail CID to determine its own selling prices nor shall it preclude second-hand sales or the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).

(xi) Any central laundry, or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility, or a central laundry or laundromat that complies with Environmental Regulations (as defined in Annex 1) and other Applicable Laws and Requirements.

(xii) Any automobile, truck or equipment dealerships of any kind, including without limitation, facilities with permanent sales, leasing or displays of any automobile, truck, trailer or recreational vehicle, except for in conjunction with promotions, displays, and other marketing activities (subject to Applicable Laws and Requirements).

(xiii) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, unless ancillary to new vehicle sales (if such new vehicle sales are entirely interior or are approved by the UG under subparagraph (xii) above, provided however that a non-commercial vehicle repair building shall be allowed for use in connection with the Food Service Center in Project Area 1.

(xiv) Any mortuary or funeral home.

(xv) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; except that this provision shall not be deemed to preclude the operation within the TIF District and/or Retail CID of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvi) A nightclub, which shall be deemed to mean any bar, restaurant, club or other establishment that derives seventy percent (70%) or more of its gross receipts from the sale of alcoholic beverages.

(xvii) Any store selling tobacco products, CBD products, electronic or vapor smoking devices or paraphernalia; provided that this restriction is not intended to prohibit a grocery store, drug store, high-quality and reputable gas station or convenience store, or other businesses where such products are sold but are not relevant to the business's primary source of revenue.

(xviii) Any hookah bars or other establishment with a primary focus on smoking.

(xix) Pay-day or title loan facilities.

(xx) Any seasonal tax preparation facilities; provided however, for purposes of clarity, nothing herein is intended to prohibit independent certified public accountants with office space in the Project.

(xxi) Any store or business that uses "street marketing" of any kind, including without limitation, inflatable signs or characters, people dressed in costume, holding signs or wearing sandwich-boards or otherwise advertising directly to pedestrians or vehicular traffic.

(xxii) Any precious metals facilities, except for and excluding high quality jewelry stores that purchase precious metals as an ancillary part of their business operations.

(xxiii) A flea market.

(xxiv) For a period commencing on the Effective Date and ending on that date which is ten (10) years after Developer closes on the Phase 3 Property, any restaurant or retail store which is located within one (1) mile of intersection of State Avenue and 47th Street (which restriction shall be deemed to include an additional location or a relocation of any such restaurant or retail store);

(xxv) Project Area 3 of the Project Site may only be used for (i) food service providers who may or may not be strategic business partners of Scavuzzo's, but who – along with Scavuzzo's – would help to create a "food service facility campus" at the Project Site, or (ii) for the uses described on **Exhibit N** attached hereto;

(xxvi) Any use not permitted by the applicable zoning ordinance of the UG.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the UG's Code of Ordinances. The UG's Commission may grant variances to the restrictions set forth in this Section 7.2(c) from time to time in its sole and absolute discretion. At the first Closing, or within thirty (30) days thereafter, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 7.2(c) and record the same against the real property within the TIF District and/or Retail CID, which restrictions shall be effective and run with the land for the Term of this Agreement.

7.3 **Development Plan.** During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

7.4 **Maintenance and Use.** During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other first-class mixed use developments in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the

Development Plan, and the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

7.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The UG's remedies for any failure to pay taxes, assessments and other governmental charges (including ad valorem property taxes) as set forth herein shall be limited to those remedies that are available to the UG in its capacity as a tax collection authority under Applicable Laws and Requirements. Notwithstanding the foregoing, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the IRB financing and disbursements from the Property Tax TIF Fund and Retail CID Fund for the Project may be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

7.7 Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

7.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage (as defined in Annex 1), Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 7.2 of this Agreement.

7.9 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project. Developer hereby acknowledges and agrees that WCLB staff may conduct inspections of the undermined portions of the Phase 1 Property every sixty (60) days. These inspections by WCLB shall comply with the provisions of Section 7.15 below.

7.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit K**, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars (\$500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee (as defined in Annex 1).

7.11 Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty (as defined in Annex 1) during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer, and any Permitted Mortgagee ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), to the extent insurance proceeds are made available to Developer, Developer shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

7.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by,

through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the UG (and WCLB) at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), the TIF District, the Retail CID, the formation of the TIF District and collection of the Incremental Real Property Taxes and the terms thereof, the formation of the Retail CID and imposition of the Retail CID Sales Tax and the terms thereof, and of the public financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 7.12 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument with respect to liability or claims arising during the Term.

7.13 Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage (as defined in Annex 1) and as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the UG, which will not be unreasonably withheld: (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any direct interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete and operate the Project according to the terms hereof (or, if applicable, to the portion of the Project related to the portion of the Project Site involved). If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof as it relates to the Project and the Project Site (or, if applicable, to the portion of the Project and Project Site involved) by entering into an Acknowledgement and Assumption Agreement in the form set forth on Exhibit M, which shall be recorded against the Project Site, at which time the Developer will be released from any and all obligations hereunder related to that portion of the Project Site if and only to the extent the Assignee fully assumes all such obligations. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of portions of the Retail Improvements, the Additional Commercial Buildings and the Office Building to reputable tenants;

(b) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, sell or ground lease pad sites within Project Area 2 and Project Area 3 to end users who plan to develop and open on such pad sites within two (2) years of such sale or ground lease (the "End Users"); provided, however, that (i) the End User shall assume and agree to pay and perform each and all of the terms and provisions hereof as it relates to the portion of the Project Site involved by entering into an Acknowledgement and Assumption Agreement in the form set forth on Exhibit M, which shall be recorded against the Project Site, and (ii) the End User will commit to complete and open their project on the pad site within two (2) years of closing. In the event of a transfer to an End User, following the recording of the Acknowledgement and Assumption Agreement, Developer will be released from all obligations hereunder related to that portion of the Project Site.

(c) Developer may, without further approval of the UG, but still subject to this Section 7.13, transfer all or a portion of the Project Site to a transferee entity provided that the Controlling Person or Entity (as defined in Section 7.13(d) below) of such transferee entity is also the Controlling Person or Entity of the Developer (an "Affiliate Transfer"); provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project transferred, and (ii) remains liable jointly and severally with Developer therefor, unless the UG specifically agrees to release Developer in writing in its sole discretion.

(d) Developer shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days prior to such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement.

(e) The parties acknowledge and agree that it is Developer's intent to transfer the Phase 1 Property (except for the Solar Field) to Scavuzzo's Foodie Campus, LLC, a Kansas limited liability company ("SFC"), or assign its right hereunder to acquire such land from the UG, prior to commencement of construction of the Food Service Center, at which time SFC will enter into and record against the Project Site an Acknowledgment and Assumption Agreement, and then lease the Food Service Center to Scavuzzo's. Upon completion of these contemplated transfers, each of Developer, Scavuzzo's (as long as Scavuzzo's owns or leases the Food Service Center) and SFC hereby agree and confirm that they would be jointly and severally liable to the UG for the performance of the obligations of "Developer" pertaining to the Food Service Center as set forth in this Agreement, as amended from time to time.

7.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, procure any and all permits, licenses or authorizations necessary in connection therewith.

7.15 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents (including the WCLB), shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.15

shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.16 Environmental Matters. Developer hereby agrees that by Closing on the acquisition of any portion of the Project Site, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon such portion of the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance (as defined in Annex 1) in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing on a portion of the Project Site that was transferred at such Closing. The foregoing covenants contained in this Section 7.16 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate (as defined in Annex 1) plus two percent (2%), or, if less, the maximum rate permitted by law, and shall be payable on demand.

7.17 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE 8 SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise the Project in the Kansas City Metropolitan area and regionally.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice. Without limiting the generality of the foregoing, Developer specifically agrees that during the Term, Developer shall be an active, dues-paying member in good standing with the KCK Area Chamber of Commerce and the Wyandotte Economic Development Council. Developer further agrees to encourage its tenants and transferees to join and become dues-paying members of the Wyandotte Economic Development Council.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its "Best Efforts" to comply with the goals set forth on Exhibit L (as the term "Best Efforts" is defined therein), attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

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

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following Developer's receipt of written notice from the UG specifying such breach.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party in such actions.

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 9.1 above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law (except that with respect to Developer defaults related to the failure to meet redevelopment project plan filing deadlines, acquire land from the UG, commence construction, or complete construction, this Section shall not apply and the specific remedies provided in this Agreement for any such defaults, including but not limited to those in Section 2.4, 2.5, 2.6, 2.7, 2.8, 4.2(g), and 5.1, shall apply):

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of TIF Eligible Expenses and/or CID Eligible Expenses unless and until such default is cured by the Developer; (ii) refuse to approve any further IRB financing; (iii) terminate Developer's access to the Pay-Go TIF Financing; (iv) terminate the Retail CID, the Retail CID Sales Tax, and/or Developer's access to the Pay-Go CID Financing; (v) reduce the TIF Cap and/or CID Proceeds available to Developer; (vi) terminate this Agreement; and/or (vii) use any remedies provided to the UG under the Transaction Documents. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Developer default.

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party as determined by a court with jurisdiction over the matter.

(d) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

(f) Other than in the case of an Affiliate Transfer, following the transfer of a portion of the Project Site pursuant to the terms of Section 7.13 hereof, including the recording of an Acknowledgment and Assumption Agreement against the Project Site, a default under an Acknowledgment and Assumption Agreement shall not be a default under this Agreement with respect to Developer and thus Developer's rights under this Agreement, including, without limitation, the right to collect TIF Proceeds and CID Proceeds, shall not be affected. Notwithstanding the foregoing, Developer hereby understands and agrees that it shall in all cases remain fully responsible for the construction commencement and completion deadlines set forth in this Agreement and Developer understands and agrees that all of the UG's rights, remedies and the

other consequences for failure to construct and complete the Improvements described in this Agreement shall remain in full force and effect.

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE 10 MISCELLANEOUS

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

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 10.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

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

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

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

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. Other than approvals that may be required for the construction and operation of the Solar Fields, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG.

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

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture,

agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. Except as set forth in Section 3.1(a)(iii)-(v), (b)(iii)-(vi), (c)(iii)-(vii) and (d)(iii)-(v), no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

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

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

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

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

10.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

10.9 Time. Time is of the essence in this Agreement.

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

10.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

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

Telephone: (913) 573-5260
Email: bcobbins@wycokck.org

with a copy to:

Kenneth J. Moore, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: kjmoore@wycokck.org

and a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: dbach@wycokck.org

and a copy to:

Todd A. LaSala, Esq.
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com

and a copy to:

Gina Riekhof
Gilmore & Bell, P.C.
2405 Grand Blvd, Suite 1100
Kansas City, Missouri 64108-2521
Telephone: (816) 221-1000
Email: griekhof@gilmorebell.com

and to Developer at:

KC Foodie Park, LLC
6550 Kansas Avenue
Kansas City, Kansas 66111
Attn: Richard Scavuzzo
Telephone: (816) 806-4301
e-mail: richard@scavuzzos.com

with a copy to:

Curtis J. Petersen, Esq.
Polsinelli, PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Telephone: (913) 234-7458
Email: cpetersen@polsinelli.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

10.12 Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the UG; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the UG or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 10.12 shall survive the Closing or any termination of this Agreement.

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

10.14 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Sections 7.8 and 7.13. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

10.15 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

DEVELOPER:

KC FOODIE PARK, LLC, a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of KC Foodie Park, LLC, a Delaware limited liability company.

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

My commission expires

JOINDER OF SCAVUZZO'S, INC.

SCAVUZZO'S, INC., a Kansas corporation d/b/a **SCAVUZZO'S FOOD SERVICE COMPANY** ("Scavuzzo's"), hereby joins in this Agreement for the limited purpose of joining in Developer's obligations pertaining to Project Area 1 following completion of the Food Service Center, and Scavuzzo's hereby agrees to be jointly and severally liable with Developer for the performance of the obligations of "Developer" pertaining to Project Area 1 as set forth in this Agreement, as amended from time to time.

SCAVUZZO'S, INC., a Kansas corporation d/b/a **SCAVUZZO'S FOOD SERVICE COMPANY**

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company.

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

My commission expires

ANNEX 1
DEFINITIONS

"Acquiring Company" means a larger company with greater net worth than that of Developer, Scavuzzo's or the Affiliate, as described in Section 2.8(b)(ii).

"Additional Commercial Buildings" means a range of approximately 15,000 to 45,000 square feet of office and/or retail buildings to be located within the Phase 3 Property of the Project Site, as described in Recital A and Section 2.2(d).

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term "Affiliate" shall not include passive investors or capital partners without day to day operational control of the Project.

"Affiliate Transfer" means a transfer by Developer of all or a portion of the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of the Developer, as described in Section 7.13(c).

"Agreement" means this KC Foodie Park Development Agreement by and between the UG and Developer.

"Alternative TIF Fund" means the separate fund and account that the UG will establish to collect portions of the TIF Proceeds to be diverted if Developer fails to complete and open the Phase 2 Minimum Improvements, as described in Section 4.2(d)(iii).

"Amended TIF District Ordinance" means Ordinance No. O-____-19 adopted by the UG on _____, 2019, as described in Recital D and a copy of which is attached hereto as **Exhibit B**.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Development Plan, the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and Budget Law (K.S.A. 75-2935 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG pursuant to Section 7.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 7.13.

"Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on December 21, 2006 (the date the TIF District was established), as described in Section 4.2(a).

"BPU" means the Kansas City Board of Public Utilities.

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer, and Permitted Mortgagee, as further described in Section 7.11(a).

"Certificate of Expenditures" means those certain certificates submitted by Developer for reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing and/or reimbursement of CID Eligible Expenses from Pay-Go CID Financing, as described in Section 4.8(a) and the form of which is attached hereto as **Exhibit J**.

"CID" or "CIDs" means community improvement district(s) established by the UG pursuant to the CID Act and this Agreement.

"CID Act" means K.S.A. 12-6a26 *et seq.*, as amended.

"CID Eligible Expenses" means those certain Project Costs which may be reimbursed with CID Proceeds if and to the extent that such Project Costs are for hard site improvement and construction costs, identified in the Total Project Budget as "CID Project Costs", which is attached as **Exhibit I**, and are eligible for payment or reimbursement pursuant to the CID Act, as described in Section 4.3.

"CID Petition" means that certain petition to be submitted by Developer to request the formation of the Retail CID, as described in Recital I.

"CID Proceeds" means the revenues received from the imposition of the Retail CID Sales Tax, less the Retail CID Administrative Fee, as described in Section 4.3(b).

"Closing" means the date on which Developer shall close on the acquisition of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, as described in Section 5.1.

"Commence Construction" and "Commencement of Construction" shall mean the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements, as described in Section 2.4(b).

"Commencement Date" or "Commencement Dates" means the date(s) by which Developer shall "commence construction" of the Phases of the Project, as described in Section 6.10.

"Completion Date" or "Completion Dates" means the applicable date(s) identified for completion of construction of the Phases of the Project, as described in Section 6.11.

"Construction Documents" means the Developer's construction documents relative to the Improvements, as described in Section 6.3.

"Controlling Person or Entity" means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 7.13(d).

"Damaged Facilities" means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty, as described in Section 7.11(b).

"Deed" or "Deeds" means one or more quitclaim deeds by which the UG conveys (and with respect to the undermined portions of the Phase 1 Property, the UG shall cause the WCLB to convey) the undermined portions of the Phase 1 Property to Developer, as described in Section 2.4.

"Developer" means KC Foodie Park, LLC, a Delaware limited liability company.

"Development Plan" means the plan for the Improvements agreed to by Developer and the UG, as described in Section 2.2.

"DOR" means the Kansas Department of Revenue.

"Due Diligence Period" means that certain period in which Developer shall complete its Investigations, as described in Section 2.4(a).

"Effective Date" means the date of this Agreement first above written.

"End Users" means those Persons to whom Developer sells or ground leases pad sites within Project Area 2 and Project Area 3 and who will develop and open on such pad sites within two (2) years of such sale or ground lease, as described in Section 7.13(b).

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

"50/50 Limitation" means the limitation on the reimbursement to Developer of CID Eligible Expenses from Pay-Go CID Financing and the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing, as described in Section 4.5.

"Food Service Center" means an approximately 266,000 square foot (with potential for expansion) state-of-the-art, fully-automated warehouse and distribution facility for the distribution of Scavuzzo's and others' products, inclusive of approximately 34,000 square feet of first-class, industrial grade office space, as described in Recital A and Section 2.2(a).

"Force Majeure" is defined in Section 10.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the general contractor(s) selected by Developer for the Improvements, as described in Section 6.3.

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

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

"Improvements" means those certain improvements to be constructed in the Project, as described in Section 2.2 and generally depicted on **Exhibit G** attached hereto.

"Incremental Real Property Taxes" means that amount of Real Property Taxes collected from the real property within the TIF District that is in excess of the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District as determined in accordance with the TIF Act, as described in Section 4.2(a).

"Initial Infrastructure" means all of the infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Food Service Center, as described in Section 2.2(f).

"Insurance Specifications" means Developer's insurance requirements in connection with the Project, as described in Section 7.10 and more fully set forth in **Exhibit K**.

"Investigations" means the Developer's inspections of the Project Site, including the right to testing of same, as described in Section 2.4(a).

"IRB" means industrial revenue bond financing pursuant to K.S.A. 12-1740 *et. seq.*

"Land Costs" means the Purchase Price which is actually paid by Developer, along with interest accruing at a rate of 6.5% per annum commencing on the date such portion(s) of the Purchase Price are actually paid by Developer to the UG, as described in Section 4.4(a).

"Local Sales Tax Rebates" means the UG's use of its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas, subject to Applicable Laws and Requirements, to dedicate one-hundred percent (100%) of the Sales Taxes generated within Project Area 2 and Project Area 3 during the Term for reimbursement to Developer for the Land Costs outside of the TIF Act and structure, as set forth in Section 4.4(b).

"Local Sales Tax Rebate Period" means the period of time commencing on the date that Developer first pays any portion of the Purchase Price and ending on the earlier of (i) the date the Land Costs have been reimbursed in full to Developer, or (ii) the last day of the Term, as described in Section 4.4(b).

"Local Sales Taxes Fund" means the separate fund and account established by the UG for collection of the Sales Taxes generated within Project Area 2 and Project Area 3 within the TIF District, as described in Section 4.4(d).

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate government authorities or is required by Applicable Laws and Regulations.

"Minimum Improvements" means, collectively, the Phase 1 Minimum Improvements, Phase 2 Minimum Improvements, Phase 3 Minimum Improvements and Phase 4 Minimum Improvements.

"Office Building" means an approximately 60,000 square foot multi-tenant office building, as described in Recital A and Section 2.2(e).

"Original TIF District" means the Midtown Redevelopment District established by the UG through the adoption of the Original TIF District Ordinance, as described in Recital C.

"Original TIF District Ordinance" means Ordinance No. O-139-06 adopted by the UG on December 21, 2006 to establish the Original TIF District, as described in Recital C.

"Other Infrastructure" means all of the infrastructure improvements necessary to support the Improvements in the various Phases of the Project, which were not otherwise provided by Developer in the Initial Infrastructure, as described in Section 2.2(g).

"Parking Improvements" means any parking improvements for the Project, as described in Section 2.2(h).

"Pay-Go CID Financing" means a method of financing pursuant to which certain CID Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as CID Proceeds are deposited into the Retail CID Fund, as described in Section 4.3(d).

"Pay-Go Reimbursement of Sales Taxes" means a method of financing pursuant to which the Land Costs are paid and/or reimbursed without notes or bonds, and the Land Costs are reimbursed as Sales taxes are deposited into the Local Sales Tax Fund, as described in Section 4.4(e).

"Pay-Go TIF Financing" means a method of financing pursuant to which certain TIF Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as TIF Proceeds are deposited into the Property Tax TIF Fund, as described in Section 4.2(d).

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Phase 1 Property, Phase 2 Property Phase 3 Property and/or Phase 4 Property, which are acceptable to Developer in its sole discretion.

"Permitted Mortgage" means any mortgage placed on the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property or any part thereof in connection with any construction or permanent financing of the Project.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Uses" means a first-class mixed use development, which may include industrial, distribution and manufacturing, warehouse, office, restaurant and retail uses, multi-family residential, and solar energy production; provided, however, that industrial, distribution, warehouse and/or manufacturing uses are limited to Project Area 1, as described in Section 7.2(a).

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

"Phase" or "Phases" means the multiple phases of construction of the Project, as described in Section 2.3.

"Phase 1" means the design, construction and development of (i) the Food Service Center, (ii) the Solar Field, and (iii) the Initial Infrastructure, and (iv) any Parking Improvements required to park the Food Service Center and Solar Field, all within Project Area 1 of the TIF District, as described in Section 2.3(a) and generally depicted on **Exhibit G** attached hereto.

"Phase 1 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 1 of the Project, as described in Section 2.5.

"Phase 1 Property" means the portion of the Project Site needed for Phase 1, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 1 Property Closing Deadline" means the date by which Closing must occur on the Phase 1 Property, as more fully described in Section 5.1.

"Phase 2" means the design, construction and development of (i) the Retail Improvements, (ii) any Other Infrastructure not previously provided in the Initial Infrastructure, and (iii) any Parking Improvements required to park the Retail Improvements, all within Project Area 2 of the TIF District and the Retail CID, as described in Section 2.3(b) and generally depicted on **Exhibit G** attached hereto.

"Phase 2 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 2 of the Project, as described in Section 2.6.

"Phase 2 Property" means the portion of the Project Site needed for Phase 2, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 2 Property Closing Deadline" means the date by which Closing must occur on the Phase 2 Property, as described in Section 5.1.

"Phase 3" means the design, construction and development of (i) the Additional Commercial Buildings, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Additional Commercial Buildings, all within Project Area 3 of the TIF District, as described in Section 2.3(c) and generally depicted on **Exhibit G** attached hereto.

"Phase 3 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 3 of the Project, as described in Section 2.7.

"Phase 3 Property" means the portion of the Project Site needed for Phase 3, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 3 Property Closing Deadline" means the date by which Closing must occur on the Phase 3 Property, as described in Section 5.1.

"Phase 4" means the design, construction and development of (i) the Office Building, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Office Building, all within Project Area 4 of the TIF District, as described in Section 2.3(d) and generally depicted on **Exhibit G** attached hereto.

"Phase 4 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 4 of the Project, as described in Section 2.8.

"Phase 4 Property" means the portion of the Project Site needed for Phase 4, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 4 Property Closing Deadline" means the date by which Closing must occur on the Phase 4 Property, as described in Section 5.1.

"Plans and Specifications" means the plans and specifications for the Improvements, as described in Section 6.2.

"Private Funds" means private equity and debt used to pay the costs for the design, development and construction of the Project, as described in Section 4.1.

"Project" means the design, development, and construction of certain improvements on the Project Site for a first-class mixed use development, as described in Recital A and Sections 2.2 and 2.3.

"Project Area" or "Project Areas" means Project Area 1, Project Area 2, Project Area 3, and/or Project Area 4 of the TIF District, as described in Recital E.

"Project Area 1" means the Project Area of the TIF District consisting of the Food Service Center and the Solar Field, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 1 Plan" means the Redevelopment Project Plan for Project Area 1 of the TIF District, as described in Recital F.

"Project Area 2" means the Project Area of the TIF District consisting of the Retail Improvements, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 2 Plan Deadline" means the date by which Developer shall submit a redevelopment project plan for Project Area 2 to the UG, as described in Section 4.2(g)(i).

"Project Area 3" means the Project Area of the TIF District consisting of the Additional Commercial Buildings, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 3 Plan Deadline" means the date by which Developer shall submit a redevelopment project plan for Project Area 3 to the UG, as described in Section 4.2(g)(ii).

"Project Area 4" means the Project Area of the TIF District consisting of the Office Building, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 4 Plan Deadline" means the date by which Developer shall submit a redevelopment project plan for Project Area 4 to the UG, as described in Section 4.2(g)(iii).

"Project Costs" means the costs of acquiring, designing, developing, constructing and completing the Project, as described in Section 4.1 and more particularly set forth on **Exhibit I** attached hereto.

"Project Site" means that property legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**, as described in Recital A.

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

"Property Tax TIF Fund" means the separate fund and account established by the UG for collection of the Incremental Real Property Taxes collected within the TIF District, as described in Section 4.2(c).

"Public Financing Conditions" means the conditions precedent to the issuance and delivery to Developer of any public financing contemplated under the terms of the Agreement, as described in Section 3.1.

"Purchase Price" means an amount equal to Three Hundred and Fifty Thousand Dollars (\$350,000) to be paid by Developer to the UG at Closing for each of the Phase 2 Property, Phase 3 Property and Phase 4 Property, respectively, as described in Section 2.4. Collectively, the Purchase Price is \$1,050,000 if and when Developer shall close on all of the Phase 2 Property, Phase 3 Property and Phase 4 Property.

"Real Property Taxes" means all taxes levied on an ad valorem basis upon land and Improvements within the TIF District.

"Resolution of Intent" means that certain master resolution of intent indicating the UG's intention to grant to Developer the IRB financing, as described in Section 3.1(a)(iii), (b)(iv), (c)(v) and (d)(iii).

"Retail CID" means the Project Site, except for the Solar Field, as described in Recital I, generally depicted on **Exhibit E-1** and legally described on **Exhibit E-2** attached hereto.

"Retail CID Administrative Fee" means the annual administrative fee for the Retail CID, as described in Section 4.3(f).

"Retail CID Collection Period" means the period of time in which the Retail CID Sales Tax is imposed and collected within the Retail CID, as described in Section 4.3(d)(i).

"Retail CID Fund" means the separate fund and account established by the UG for collection of the CID Proceeds collected within the Retail CID, as described in Section 4.3(c).

"Retail CID Ordinance" means the ordinance adopted by the UG to create the Retail CID, as described in Recital J. A copy of the Retail CID Ordinance shall be attached hereto as **Exhibit F** following approval by the UG.

"Retail CID Sales Tax" means the CID sales tax of one percent (1%) imposed within the Retail CID on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*), as described in Recital J and Section 4.3(a).

"Retail Improvements" means approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites, as described in Recital A and Section 2.2(c).

"Reversionary Interest" means the right of reversion in favor of the UG pertaining to the Phase 1 Property, Phase 2 Property, Phase 3 Property and Phase 4 Property in the event that Developer fails to meet the conditions set forth in Section 2.4(b).

"Reversionary Interest Notice" means the written notice of default provided by the UG to Developer in order to exercise the Reversionary Interest, as described in Section 2.4(b).

"Sales Taxes" means the local sales and use taxes received by the UG, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to the 1% general sales tax of the current City of Kansas City sales tax

rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax), plus the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, as described in Section 4.4(b).

"Scavuzzo's" means Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company.

"SFC" means Scavuzzo's Foodie Campus, LLC, a Kansas limited liability company.

"Solar Field" means an approximately 26 acre solar energy field designed to provide energy for the Food Service Center, as described in Recital A and Section 2.2(b).

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt a temporary certificate of occupancy).

"Term" means the term of this Agreement as set forth in Section 7.1.

"TIF" means tax increment financing.

"TIF Act" means K.S.A. 12-1770 *et seq.*, as amended.

"TIF Administrative Fee" means the annual administrative fee for the TIF District, as described in Section 4.2(f).

"TIF Cap" means the limitation on TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing, as described in Section 4.2(d)(ii).

"TIF Collection Period" means the period of time in which the Incremental Real Property Taxes is collected within the TIF District, as described in Section 4.2(d)(i).

"TIF District" means the Original TIF District, as amended by the Amended TIF District Ordinance, as described in Recital D. The TIF District is legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"TIF Eligible Expenses" means those certain Project Costs identified by Developer which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are for land acquisition or hard construction costs for site work and/or infrastructure, identified as "TIF Project Costs" in the Total Project Budget, and eligible for payment or reimbursement pursuant to the TIF Act, as described in Section 4.2.

"TIF Proceeds" means the revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee, as described in Section 4.2(b).

"TIF Project Area Commencement Date" means the effective date of the ordinance approving a TIF redevelopment project plan for each Project Area, as described in Section 4.2(d)(i).

"TIF Project Area 1 Ordinance" means Ordinance No. O-____-19 adopted by the UG on _____, 2019 to approve the Project Area 1 Plan, as described in Recital G.

"Transaction Documents" means the lease, along with any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the IRB financing.

"Total Project Budget" means the budget attached hereto as **Exhibit I**.

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

"UG Parties" means the UG and the WCLB, and their agents, officers, contractors and employees, as described in Section 2.4(a).

"WCLB" means the Wyandotte County Land Bank.

INDEX OF EXHIBITS

Exhibit A-1	Project Site – Legal Description
Exhibit A-2	Project Site – Map
Exhibit B	Amended TIF District Ordinance
Exhibit C-1	TIF District – Legal Description
Exhibit C-2	TIF District – Map
Exhibit D	TIF Project Area 1 Ordinance
Exhibit E-1	Retail CID – Map
Exhibit E-2	Retail CID – Legal Description
Exhibit F	Retail CID Ordinance
Exhibit G	Improvements – Depiction
Exhibit H	Legal Descriptions of Phase 1 Property, Phase 2 Property, Phase 3 Property and Phase 4 Property
Exhibit I	Total Project Budget
Exhibit J	Form of Certificate of Expenditures
Exhibit K	Insurance Specifications
Exhibit L	LBE/MBE/WBE Goals and Requirements
Exhibit M	Form of Acknowledgment and Assumption Agreement
Exhibit N	Additional Commercial Building Use Categories

Index of Exhibits

EXHIBIT A-1

Project Site – Legal Description

Tract 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

Tract 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET

TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Tract 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Tract 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT A-2

Project Site – Map

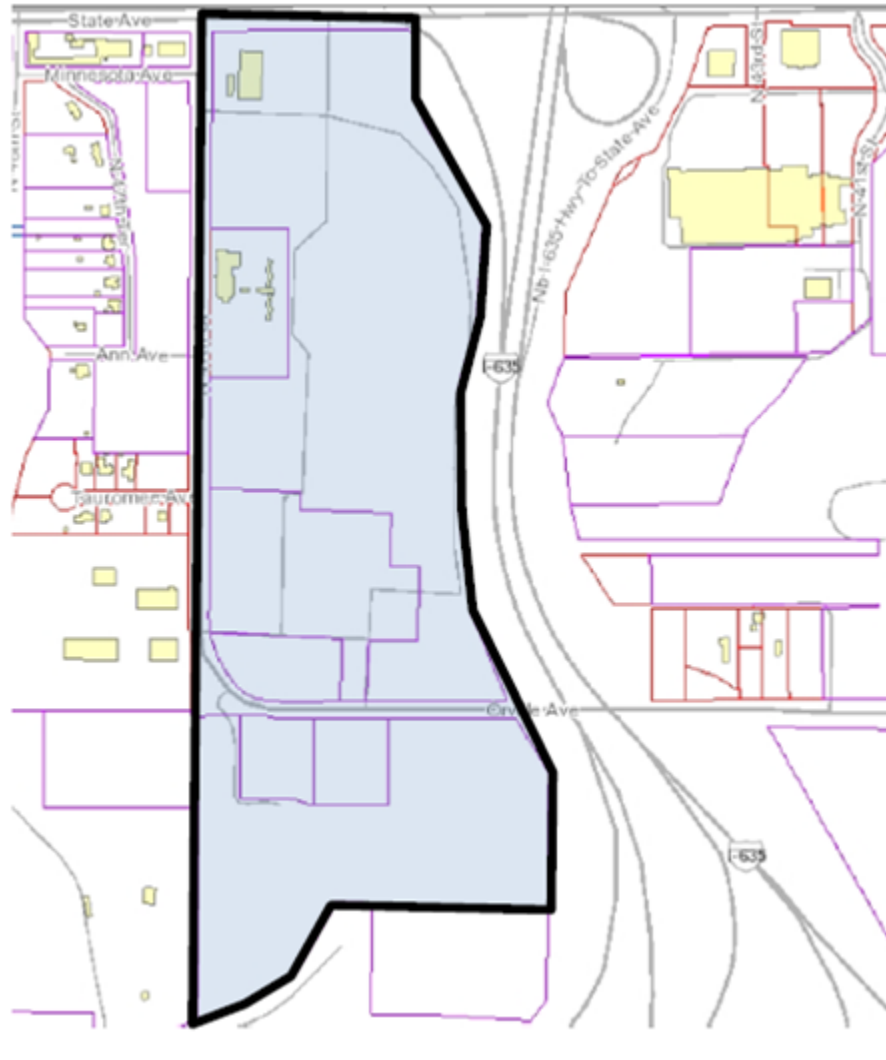


EXHIBIT B

Amended TIF District Ordinance

[To be attached.]

EXHIBIT C-1

TIF District – Legal Description

PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

PROJECT AREA 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF

102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

PROJECT AREA 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A

DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

PROJECT AREA 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT C-2

TIF District – Map

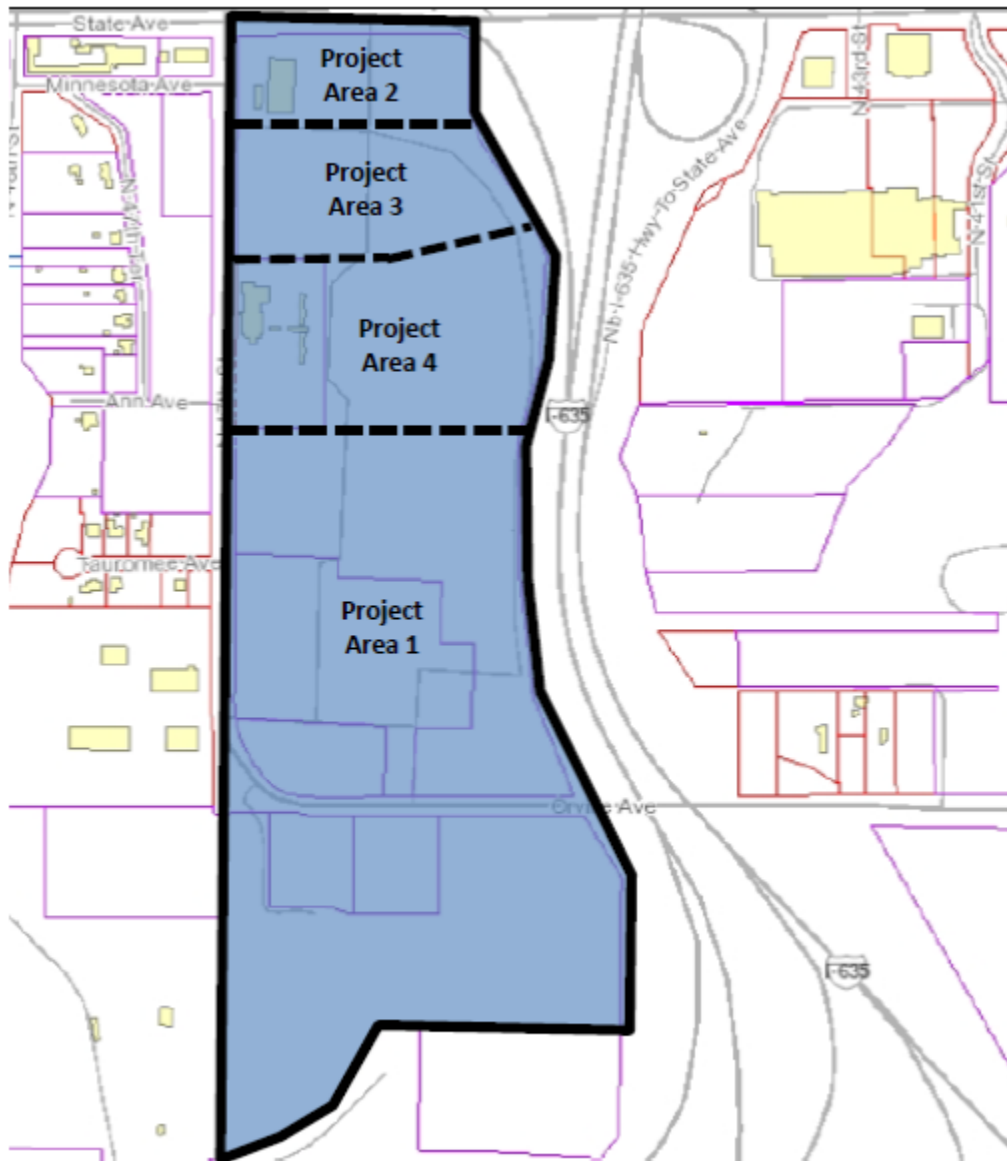


EXHIBIT D

TIF Project Area 1 Ordinance

[To be attached.]

EXHIBIT E-1

Retail CID – Map

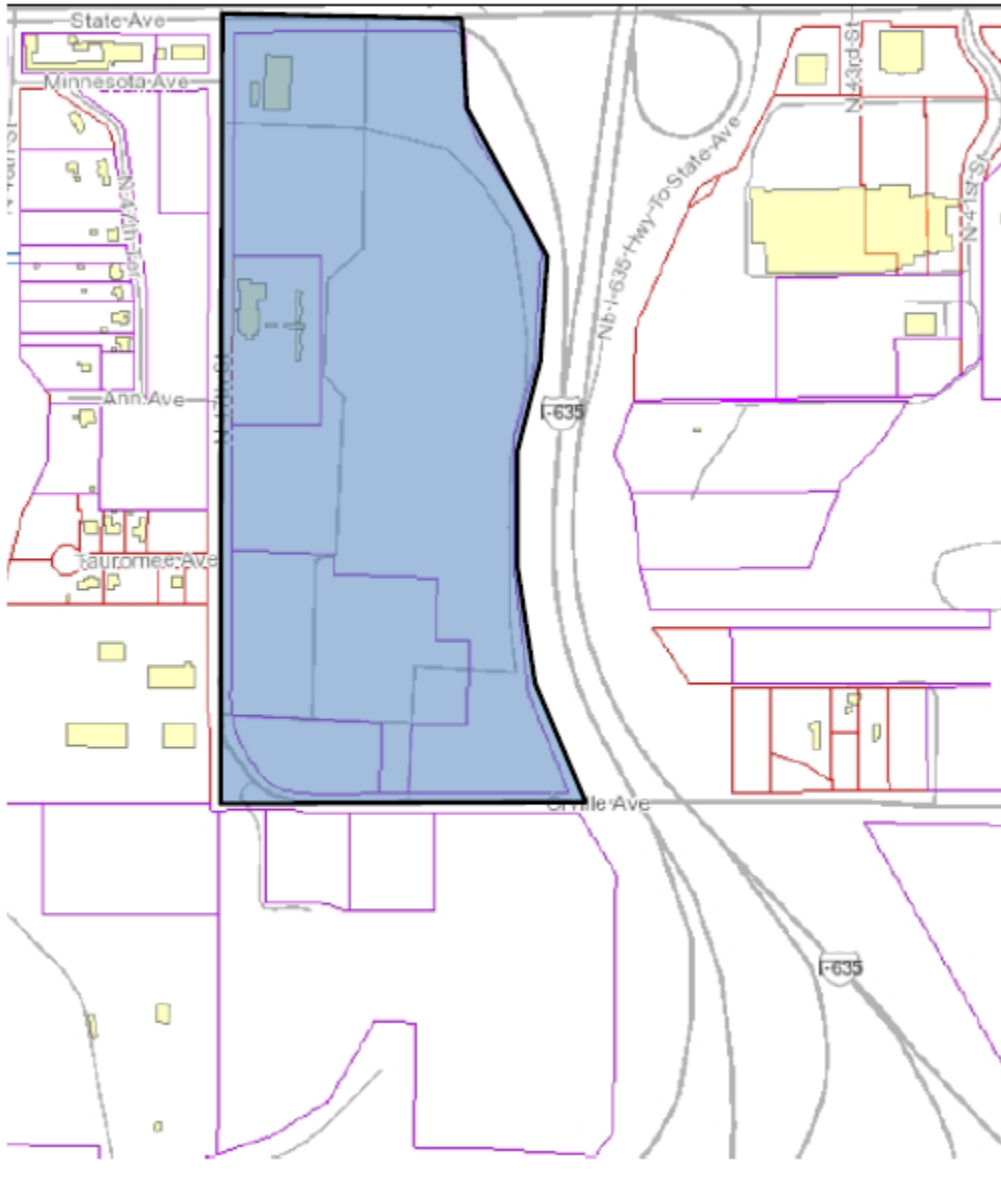


EXHIBIT E-2

Retail CID – Legal Description

Tract 1 (Non-Solar Farm Area)

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Tract 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE

EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Tract 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Tract 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT F

Retail CID Ordinance

[To be attached.]

EXHIBIT G

Improvements – Depiction



Exhibit G - 1

EXHIBIT H

Legal Descriptions of Phase 1 Property, Phase 2 Property, Phase 3 Property and Phase 4 Property

Phase 1 Property

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

Phase 2 Property

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET

TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Phase 3 Property

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Phase 4 Property

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT I**Total Project Budget****SCAVUZZO'S
SOURCES AND USES**

Project Sources and Uses					
Project Cost*	Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Projected Developer Private Costs	Projected Third Party Costs
PA1 Distribution/Office (Food Service Center)					
Land Acquisition	\$ -				
Sitework/Infrastructure*	\$ 11,316,333	\$ 9,675,201		\$ 1,641,132	
Building Construction	\$ 27,171,618			\$ 27,171,618	
FF&E	\$ 62,389,088			\$ 62,389,088	
Soft Costs/Other	\$ 8,612,984			\$ 8,612,984	
<i>Subtotal</i>	\$ 109,490,023	\$ 9,675,201	\$ -	\$ 99,814,822	\$ -
<i>*Includes sitework for solar park.</i>					
PA2 Restaurant/Retail					
Land Acquisition	\$ -				
Sitework/Infrastructure	\$ 1,950,000	\$ 1,950,000			
Building Construction and FF&E	\$ 2,700,000		\$ 585,044		\$ 2,114,956
Soft Costs/Other	\$ 420,000				\$ 420,000
<i>Subtotal</i>	\$ 5,070,000	\$ 1,950,000	\$ 585,044	\$ -	\$ 2,534,956
PA3 Retail					
Land Acquisition	\$ -				
Sitework/Infrastructure	\$ 2,000,000	\$ 2,000,000			
Building Construction and FF&E	\$ 3,850,000		\$ 2,000,000	\$ 1,850,000	
Soft Costs/Other	\$ 1,400,000			\$ 1,400,000	
<i>Subtotal</i>	\$ 7,250,000	\$ 2,000,000	\$ 2,000,000	\$ 3,250,000	\$ -
PA4 4-Story Office					
Land Acquisition	\$ -				
Sitework/Infrastructure	\$ 4,000,000	\$ 3,000,000		\$ 1,000,000	
Building Construction and FF&E	\$ 7,500,000			\$ 7,500,000	
Tenant Improvements	\$ 3,900,000			\$ 3,900,000	
Soft Costs/Other	\$ 3,000,000			\$ 3,000,000	
<i>Subtotal</i>	\$ 18,400,000	\$ 3,000,000	\$ -	\$ 15,400,000	\$ -
TOTAL PROJECT COSTS	\$140,210,023	\$16,625,201	\$2,585,044	\$118,464,822	\$2,534,956
	Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Projected Developer Private Costs	Projected Third Party Costs
	% of Project Costs	12%	2%	84%	2%

EXHIBIT J

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

TO: Unified Government of Wyandotte County/Kansas City, Kansas
Attention: County Administrator

Re: KC FOODIE PARK

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement for KC FOODIE PARK dated as of _____, 2019 (the "Agreement") between the Unified Government and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Project Cost and was incurred in connection with the construction of the Project.
2. These Project Costs have been paid by the Developer, successors, assigns, tenants, or transferees and are reimbursable under the Agreement.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Property Tax TIF Fund or the Retail CID Fund and no part thereof has been included in any other certificate previously filed with the Unified Government.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a default under the Agreement.
8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20 ____.

KC FOODIE PARK, LLC, a Kansas limited liability
company

By: _____
Name: _____
Title: _____

Approved for Payment this ____ day of _____, 20 ____:

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____

Title: _____

SCHEDULE 1
TO
CERTIFICATE OF EXPENDITURES

<u>Description of Project Costs</u>	<u>Cost</u>	<u>Payee</u>	Designate as Redevelopment Project <u>Costs</u>
---	-------------	--------------	---

Total Costs:

EXHIBIT K

Insurance Specifications

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Developer's lender for the Project.

EXHIBIT L

LBE/MBE/WBE Goals and Requirements

This Exhibit sets forth the guidelines for the utilization of local business, minority, and women enterprises and local resident, minority, and women participation and equal employment opportunity referenced in **Section 8.2** of the KC Foodie Park Development Agreement (the "**Agreement**") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") and KC Foodie Park, LLC, a Kansas limited liability company (the "**Developer**"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the Construction of, and the Professional Services for (as such terms are defined hereof) the Project, including but not limited to all aspects of the construction of the Improvements and all related facilities, including labor, materials and supplies, and construction-related services, but not including: (i) Specialized Services; or (ii) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement (as defined therein), which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction and Professional Services goals set forth herein have been met.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Agreement and made a part thereof, or as otherwise set forth herein.

A. "Best Efforts" has the meaning set forth in Section III.C.3.b. herein.

B. "Construction" means all aspects of the construction of the Improvements, all related facilities, and the Project, including labor, materials and supplies, and construction-related services, whether performed or contracted for by or on behalf of Developer; provided, however, "Construction" shall not include: (i) services performed or associated with tenant improvements or any services requested by tenants of the Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; or (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

C. "Contractor" means the Proposer selected by Developer for the design, development, or construction of the Project.

D. "Local Business Enterprise or LBE" means a business headquartered or which maintains a major branch that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation. It is determined and assigned based on the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

E. "Local Resident" means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County.

F. "Minority Business Enterprise or MBE" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is

under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

G. "Professional Services" means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development, and construction of the Project but specifically excluding: (i) professional services that have historically been sourced and performed at the holding company level by Developer (such as legal and accounting services, for example); (ii) Specialized Services; (iii) Construction; and (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

H. "Proposer" means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or construction of the Project, or with respect to ongoing maintenance and operations of the Project.

I. "Specialized Services" means expertise, services, or products, the application of which are unique to the construction of the Project and which are only available through sole or limited source providers or national vendors. Specialized Services shall also include the services provided by the Contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

K. "Women Business Enterprise or WBE" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION.

1. Project Design, Development, and Construction Goals.

Developer will use its Best Efforts to meet the following goals based upon the total cost of Construction of, and Professional Services for, the Project and all related facilities undertaken by Developer, but not including Specialized Services. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. In the event Developer obtains bids for any aspect of the Project for which a bid by a Proposer qualifying as an LBE, MBE, or WBE is not the lowest or best bid, Developer shall not be required to meet the LBE/MBE/WBE participation percentage goals for that aspect of the Project. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not to act as quotas or set asides.

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award

of an individual contract are equal, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. The Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the Project as a whole, excluding Specialized Services, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer, when proposed by the Developer, relating to the Construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan (as described herein).

3. Eligibility for Credit.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation, City of Kansas City, Missouri, MidAmerica Minority Business Development Council, Women's Business Enterprise National Council, or any other public or private entity reasonably acceptable to the UG and the Developer (each an "approved" business), may be counted towards the participation goals in Section III.A.1. above.

b. In the event that a contract has been awarded on the Project to an approved LBE/MBE/WBE business, and such LBE/MBE/WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall nonetheless receive credit towards the goal for that the entire portion of work performed or services provided up to the point such business becomes unapproved.

4. Construction Workforce.

a. **Recruitment and outreach.** Developer will use its Best Efforts to employ and to ensure its Contractors employ Local Residents, minorities, and women in all aspects of the Construction of, and Professional Services for, the Project except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the bidding process.

b. Employment Procedures. Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. DEVELOPMENT AND PROJECT UTILIZATION PLANS.

1. Submissions, Content, and Fulfillment of Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as Attachment A or on another form provided or approved by the UG. This Project Utilization Plan shall set forth, to the best of Developer's knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction and Professional Services providers necessary for the construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the design, development, and construction of the Project, laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Project Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Project Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG. The Project Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.1 may be met by the expenditure of dollars with approved LBE/MBE/WBE prime Contractors, material suppliers (either by Developer or a prime Contractor), subcontractors (either by Developer or a prime Contractor), or through joint ventures with approved LBEs, MBEs or WBEs.

i. Certified MBE and WBE prime Contractor Proposers may count their own participation toward a goal for which they qualify, and may divide their own participation between two goals, but their participation may not be double-counted. These prime Contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified LBE/MBE/WBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE/MBE/WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE/MBE/WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE

joint venture partner. To receive credit, the approved LBE/MBE/WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals. A qualified LBE that is certified as MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE/MBE/WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

a. The UG will review Developer's Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute Best Efforts, as set forth in Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE/MBE/WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Project Utilization Plan after its initial submission to the UG shall be reviewed and approved or rejected by the UG within thirty (30) days following submission of the same by Developer, and such changes shall be deemed to be approved by the UG if not rejected within such thirty (30) day period.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. Solicitation Documents.

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE/MBE/WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the construction of the Project, the Project Manager shall

submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contracts resulting from the solicitation. In addition, with respect to any LBE/MBE/WBE goal established in the Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all Best Efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Project Utilization Plan or if not, whether Developer has established Best Efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific Best Efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE/MBE/WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used "**Best Efforts**" to meet the Project Utilization Plan goals for construction and Professional Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities and informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE/MBE/WBE participation, where feasible;

vi. Developer is providing or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work histories;

viii. If applicable, Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit, or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers, or any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts.

4. Signed Contracts.

Within twenty-one (21) working days of provision of the UG's evaluation of the Report to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG.

D. SUBCONTRACTOR RELATIONS.

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

2. Documentation of Schedules.

a. For Construction contracts, the Contractor must present a work schedule that includes when the LBE/MBE/WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the Project Manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE/MBE/WBE consultants will be working on the Project. This written schedule shall be provided to the UG prior to the Closing (as defined in the Agreement).

3. Substitutions, Additions, or Deletions.

Where a substitution for a LBE/MBE/WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE/MBE/WBE should be counted toward achievement of the goals of Section III.A.1.

IV. UG'S ASSISTANCE TO DEVELOPER

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its Best Efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to the Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

- A.** providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;
- B.** developing and maintaining a registry of approved LBE/MBE/WBE businesses;
- C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;
- D.** updating Developer and its agents on current or proposed affirmative action legislation that may affect the Project;
- E.** recommending contract specific goals, as appropriate;
- F.** providing assistance in pre-award activities, such as provision of model or example Project Utilization Plans and work segmentation;
- G.** reviewing Developer, Contractor, and subcontractor performance and LBE/MBE/WBE participation on the Project;
- H.** providing advice relative to utilization and compliance matters;
- I.** conducting compliance reviews and audits of LBE/MBE/WBE participation;
- J.** evaluating requests for substitutions, additions, and deletions;
- K.** assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;
- L.** reviewing payments to subcontractors, as documented by monthly reports submitted by Developer;
- M.** reviewing complaints from LBEs, MBEs WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;
- N.** assisting in Developer's development of forms to document compliance with these procedures; and
- O.** reviewing and approving utilization plans and contract award submittals.

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS.

Developer shall maintain those records as may reasonably be required to demonstrate compliance with (and/or its Best Efforts to comply with) the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. DEVELOPMENT AND PROJECT UTILIZATION PLAN REPORTS.

Developer shall update the Project Utilization Plan quarterly on the forms attached hereto as Attachments B and C or another form provided or approved by the UG and shall include information requested thereon. In addition, each quarterly report shall include the following for each LBE, MBE or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE and WBE and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

C. REMEDIES.

If Developer should fail to provide a Report required by this Exhibit, and fail to cure such failure within thirty (30) days after receipt of written notice from the UG specifying such failure, then such failure to cure shall constitute an event of default and the UG shall have those remedies set forth in Section 9.2 of the Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after reviewing Developer's Reports, the UG believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If, within thirty (30) days following its receipt of said written determination from the UG, Developer fails to demonstrate to the UG's reasonable satisfaction that either: (i) the goals contained in this Exhibit have been met; or (ii) the goals contained in this Exhibit may not have been met but the Best Efforts described herein have been met, then the UG shall have the right to reduce the TIF Cap by an amount equal to two and one-half percent (2.5%) (applied separately to Construction and Professional Services) as the UG's sole and exclusive remedy for such failure. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

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

KC FOODIE PARK, LLC

By: _____
Douglas G. Bach
County Administrator
Date: _____, 2019

By: _____
Name: _____
Title: _____
Date: _____, 2019

Attachment A
Unified Government
Project Utilization Plan
Project Name: _____

Date: _____

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0	#DIV/0!	0	#REF!		

Attachment B
LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT										Month, Year		
CONSTRUCTION												
APPLICABLE TRADES					Total by Classification		Goal		Actual			
							LBE	MBE	LBE	MBE		
Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIP)	\$	%	\$	%	\$	%	Certifying Agency or Local Zip Code	
Bid Package #1												
Bid Package #2												
Bid Package #3												
Bid Package #4												
Bid Package #5												
Total Applicable Contract Volume Awarded To Date					\$	%	\$	%	\$	%		
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE			

Attachment C

LBE/MBE/WBE COMPLIANCE

**SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD**

GOODS SUPPLIES and OTHER SERVICES	Total	Class	Percent	Comments
Total \$ Awarded				
Total \$ Expended				
Total \$ MBE		% MBE		
Total \$ WBE		%WBE		
Total \$ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

EXHIBIT M

Form of Acknowledgment and Assumption Agreement

(Space above reserved for Register of Deeds certification)

1. Title of Document: Acknowledgment and Assumption Agreement
2. Date of Document: _____, 20____, effective as of _____, 20____
3. Assignor: KC FOODIE PARK, LLC, a Delaware limited liability company
4. Assignee: _____, a _____
5. Statutory Mailing Address(s):
6. Legal Description: See attached Exhibits A (Project Site) and B (_____ Site)

ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT

THIS ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 20____, effective as of _____, 20____ (the "Effective Date") by and between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "UG"), _____, a _____ ("Assignee") and **KC FOODIE PARK, LLC**, a Delaware limited liability company ("Developer," and with the UG and/or Assignee, the "Parties").

RECITALS:

A. On _____, 2019, the UG and Developer entered into that certain KC Foodie Park Development Agreement (the "Development Agreement"), whereby Developer proposed to design, develop, and construct certain new facilities (the "Project"), on certain real property located in Wyandotte County, Kansas, which is generally bounded on the north by State Avenue, on the east by Interstate 635, on the south by Interstate 70, and on the west by North 47th Street, as legally described on **Exhibit A** attached hereto (the "Project Site"). All capitalized terms which are not otherwise defined in this Agreement shall have the meanings assigned to them in the Development Agreement.

B. That certain portion of the Project Site legally described on **Exhibit B** attached hereto _____ (the "_____Site") is located within Project Area __, which pursuant to the Development Agreement is to include *[insert applicable Project Area description from Section 2.2 of the DA]*. Assignee proposes to construct and operate *[description of applicable Improvement(s)]* (the "_____Project") on the _____Site.

C. Pursuant to that certain *[Real Estate Sale Agreement]* dated _____, 20____ by and between Developer and Assignee, Assignee intends to purchase the _____ Site from Developer and to design, construct, complete and operate the _____ Project, and this Agreement will be recorded against all of the _____ Site in connection with that conveyance.

D. Section 7.13 of the Development Agreement provides for assignment of the obligations, covenants, and agreements of the Developer under the Development Agreement to Assignee, subject to the consent of the UG. In accordance with the sale of the _____ Site to Assignee, Developer desires to assign certain obligations, covenants, and agreements in the Development Agreement to Assignee in accordance with Section 7.13 of the Development Agreement. The UG hereby consents to the sale of the _____ Site to Assignee subject to the terms and conditions of this Agreement more fully set forth herein.

E. The Parties desire to enter into this Agreement so that Assignee shall acknowledge, assume and agree to perform certain of the obligations, covenants and agreements set forth herein of Developer under the Development Agreement as the same pertain to the design, construction, completion and operation of the _____ Project, and that, upon conveyance of the _____ Site to Assignee, those particular obligations, except as otherwise set forth herein, will no longer apply to Developer in any way, but rather will run with the land.

AGREEMENT

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

1. Incorporation of Recitals and UG's Consent. The Parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein. By entering into this Agreement pursuant to Section 7.13 of the Development Agreement, the UG expressly consents to the sale and transfer of the _____ Site from Developer to Assignee.

2. Term of Agreement. This Agreement shall commence upon the Effective Date and shall terminate contemporaneously with the expiration of the Development Agreement (the "Term").

3. General Acknowledgement and Assumption. Assignee hereby acknowledges, assumes and agrees to perform each and every obligation, covenant and agreement of "Developer" under the Development Agreement, except as modified below, but only to the extent that the same pertains to the design, construction, completion and operation of the _____ Project and the _____ Site and are specifically set forth in this Agreement. Assignee hereby understands and agrees that the UG may enforce the same directly against Assignee as the owner of the _____ Site; provided, however, that in no event will Assignee have any obligations or liabilities under the Development Agreement except to the extent such obligations, covenants and agreements pertain to the _____ Site. In no event shall anything in this Agreement be interpreted to assign to Assignee any of Developer's rights to receive TIF Proceeds or CID Proceeds under the Development Agreement, as the parties agree that Developer shall retain all such rights.

4. Release of Developer. Upon recording of this Agreement or a memorandum of this Agreement, Developer shall be fully and completely released from any and all obligations under the Development Agreement with respect to the _____ Site which are specifically assumed by Assignee hereunder, after which time the UG's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof and in no event thereafter shall the UG's enforcement against Assignee affect Developer's rights under the Development Agreement. Developer shall remain liable for any and all obligations under the Development Agreement related to the _____ Site which are not specifically assumed by Assignee hereunder.

5. Specific Acknowledgement and Assumption. Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the Development Agreement, as modified in certain instances below:

- (a) **Section 2.2(*applicable subsection*) – Development of the _____ Site.** Assignee hereby agrees that the _____ Project shall be consistent with the general description of Improvements set forth in Section 2.2(*applicable subsection*) of the Development Agreement.
- (b) **Article 4 – No Public Financing.** Assignee hereby acknowledges and agrees that it has no right, title or interest in or to any of the public financing described in Article 4 of the Development Agreement, and Assignee hereby waives, releases and disclaims any right, title or interest to same.
- (c) **Article 6 – Construction and Completion of Improvements.** Assignee hereby agrees to design, construct and complete the _____ Project, including certain Improvements as more particularly described on **Exhibit C** attached hereto (the "Improvements"). Assignee hereby agrees that the _____ Improvements shall be constructed and completed on or before _____, 20____, subject to the provisions of Section 10.2 of the Development Agreement. Assignee hereby agrees that the quality, amenities and finishes of the _____ Project, including without limitation the _____ Improvements, shall be at least comparable to (if not better than) *[description of other facilities owned by Assignee in certain location; other similar facilities in certain location or Kansas City metropolitan area]*. Assignee understands and

agrees that all of the _____ Improvements shall be subject to and governed by Article 6 of the Development Agreement (except for and excluding Sections 6.10 and 6.11 thereof).

- (d) **Section 7.2 – Use and Operation.** Assignee covenants that at all times during the Term, it will, at its expense conduct its business in a dignified quality manner and in conformity with first class industry standards and in such manner as to maximize sales and to help establish and maintain a high reputation for the _____ Project as set forth in Section 7.2 of the Development Agreement; provided, however, that the "Permitted Uses" as described in 7.2(a) shall be deemed to be limited to *[description of use]*.
- (e) **Section 7.4 – Maintenance and Use.** During the Term, Assignee shall cause the _____ Project, and all parts thereof, the _____ Site and all other of its property used or useful in the conduct of its business and operations on the _____ Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other *[description of use]* in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the _____ Site. Assignee may make additions, alterations and changes to the _____ Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Development Plan, and the Project Area *[/#]* Plan, and as long as the same do not materially adversely affect Assignee's ability to perform its obligations under this Agreement. Assignee agrees to set aside on its books reasonable reserves for future maintenance and capital expenditures.
- (f) **Section 7.5 – Compliance.** Assignee shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the _____ Project; provided, however, that nothing contained in this Agreement shall require Assignee to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Assignee in good faith by appropriate proceedings, and provided that Assignee shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Assignee to meet its obligations under this Agreement. Assignee agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence. Without limiting the generality of the foregoing, Assignee also agrees that it will comply in all material respects with the terms and conditions of the Declaration of Covenants and Restrictions Affecting Land recorded in the Office of the Wyandotte County Register of Deeds as Document No. _____ (the "Declaration").
- (g) **Section 7.6 – Payment of Taxes and Other Charges.** During the Term, Assignee (and its Affiliates) shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Assignee or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the _____ Project, the _____ Site, and/or the _____ Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The UG's remedies

for any failure to pay taxes, assessments and other governmental charges (including ad valorem property taxes) as set forth herein shall be limited to those remedies that are available to the UG in its capacity as a tax collection authority under Applicable Laws and Requirements. Nothing herein is intended to restrict Assignee's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

- (h) **Section 7.7 – Payment of Obligations.** During the Term, Assignee shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the _____ Project to loss or forfeiture.
- (i) **Section 7.8 – Liens and Encumbrances.** During the Term, except for a Permitted Mortgage (i.e., any mortgages placed on the _____ Site or any part thereof in connection with any construction or permanent financing of the _____ Project or portion thereof, including any refinancing of the _____ Project or portion thereof at any time, as well as any financing related to operating the _____ Project), Assignee shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the _____ Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of the Development Agreement, including without limitation, Section 7.2 of the Development Agreement.
- (j) **Section 7.9 – Licenses and Permits.** During the Term, Assignee shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the _____ Project.
- (k) **Section 7.10 – Insurance.** During the Term, Assignee shall maintain or cause to be maintained on the _____ Site and the _____ Project insurance on property and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty, as applicable) and in amounts equal to or greater than the minimum amounts set forth on **Exhibit D** attached hereto. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance, but only with respect to a maximum of \$500,000 per occurrence), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Assignee and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee.
- (l) **Section 7.11 – Damage, Destruction or Condemnation.**
- (1) In the event of damage to or destruction of any portion of the _____ Project resulting from fire or other Casualty during the Term, or in the event any portion of the _____ Project is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance available to Assignee relating to such damage or destruction, the net proceeds of such condemnation

or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Assignee, and any Permitted Mortgagee (the "Casualty Escrow"). The Casualty Escrow shall be deemed "satisfactory to the UG" for the purposes hereunder if the Casualty Escrow requires that the net proceeds be used exclusively for the costs of designing and rebuilding the damaged or destroyed portion of the _____ Project and that any change to such requirement be approved in writing by the UG in its discretion.

(2) If at any time during the Term, any portion of the _____ Project shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Assignee, to the extent insurance proceeds are made available to Assignee, shall commence at its sole cost and expense and thereafter shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

(3) If at any time during the Term, title to the whole or substantially all of the _____ Project shall be taken in condemnation proceedings or by right of eminent domain, Assignee, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 5(l), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Assignee, each acting reasonably and in good faith, determine that the untaken portion of the _____ Project, including any parking improvements located on the _____ Site, cannot be practically and economically used by Assignee for the purposes and at the times contemplated by this Agreement.

- (m) **Section 7.12 – Indemnity.** Assignee shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (i) the acquisition of the _____ Site; (ii) the design, construction and completion of the _____ Project by Assignee; (iii) the use or occupation of the _____ Project by Assignee or anyone acting by, through or under it; (iv) damage or injury, actual or claimed, of whatsoever kind or character occurring to persons or property occurring or allegedly occurring in, on or about the _____ Project; (v) any breach, default or failure to perform by Assignee under this Agreement following any notice and cure period provided herein; (vi) any act by an employee of the UG at the _____ Site which are within or under the control of Assignee or pursued for the benefit of or on behalf of Assignee; and (vii) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for the _____ Project and this Agreement. Assignee shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Assignee in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing body members, directors, officers, employees or agents by reason of any such claim or demand, Assignee, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 5(m) shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or

release of this Agreement, or any other instrument, with respect to liability or claims arising during the Term.

- (n) **Section 7.13 – Prohibition on Sales.** Except for Permitted Encumbrances and a Permitted Mortgage (and Permitted Mortgagee's rights therein) and as otherwise provided herein, during the Term, Assignee will not, without the prior written consent of the UG, which will not be unreasonably withheld: (i) assign, sell, lease, mortgage or otherwise transfer the _____ Site, the _____ Improvements or equipment that comprise the _____ Project or any part thereof or any direct interest therein; (ii) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (iii) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be a "Transferee." The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Transferee has sufficient financial wherewithal and experience to successfully complete and operate the _____ Project according to the terms hereof. If there is an Approved Assignment, the Transferee shall execute an assignment and assumption of this Agreement which assumes all of the rights and obligations of Assignee with respect to this Agreement and the _____ Project and the _____ Site, and such assignment and assumption shall be recorded with the Wyandotte County Register of Deeds, at which time the UG shall release Assignee from any and all obligations under this Agreement if and only to the extent the Transferee fully assumes all such obligations. Notwithstanding the foregoing, the Parties hereby agree as follows:

(1) Assignee may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of portions of the _____ Improvements to reputable tenants.

(2) Assignee may, without further approval of the UG, but still subject to this Section 5(n), transfer all or a portion of the _____ Site to a transferee entity provided that the Controlling Person or Entity (as defined in Section 5(n)(3) below) of such transferee entity is also the Controlling Person or Entity of the Assignee (an "Affiliate Transfer"); provided that such transferee entity: (i) assumes or guarantees all of Assignee's obligations under this Agreement with respect to all portions of the _____ Project transferred, and (ii) remains liable jointly and severally with Assignee therefor, unless the UG specifically agrees to release Assignee in writing in its sole discretion.

(3) Assignee shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days prior to such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Assignee under this Agreement.

- (o) **Section 7.15 – Access.** During the Term, Assignee hereby recognizes, acknowledges and agrees that the UG and its duly authorized representatives and agents shall have the right to enter the _____ Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Assignee has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the _____ Project. Except as otherwise provided in this Agreement, the UG shall pay all costs

it incurs under this provision. Nothing contained in this Section 5(o) shall restrict or impede the right of the UG to enter the _____ Project pursuant to any Applicable Laws and Requirements.

(p) **Section 7.16 – Power of the UG.** Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Assignee from complying with all Applicable Laws and Requirements.

(q) **Section 9.1 – Default Provisions of Assignee.** Assignee shall be in default under this Agreement if:

(1) Assignee fails to make any of the payments of money required hereunder, and Assignee fails to cure or remedy the same within twenty (20) days after the UG has given Assignee written notice specifying such default; or

(2) Assignee fails to keep or perform any obligation herein contained on Assignee's part to be kept or performed, and Assignee fails to remedy the same within sixty (60) days after the UG has given Assignee written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Assignee within such period and diligently pursued until the default is corrected; or

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

(4) Assignee breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following Assignee's receipt of written notice from the UG specifying such breach.

In the event of the violation or breach of any provision of this Agreement and the continuation of such failure beyond any cure period provided herein, the UG shall have the right, but no obligation, to enter upon the _____ Site and to abate the violation or breach in accordance with the provisions of Section _____ of the Declaration. In addition, the UG shall also have the lien right set forth in Section _____ of the Declaration to secure any amounts payable to the UG.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Assignee covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party in such actions.

- (r) **Section 9.2 – Rights and Remedies.** Upon the occurrence and continuance of an Assignee default, subject to any applicable notice and cure periods as described in Section 5(q) above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(1) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Assignee as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Assignee default.

(2) In the event of such default by Assignee, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Assignee covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party as determined by a court with jurisdiction over the matter.

(3) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Assignee occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Assignee of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(4) Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties hereby expressly acknowledge and agree that, under no circumstances, will Assignee ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

- (s) **Section 10.1 – Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

- (t) **Section 10.2 – Force Majeure.** In the event Assignee shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG

to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 5(t) shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

- (u) **Section 10.3(a) – Representations and Warranties of Assignee.** Assignee hereby represents and warrants to the UG as follows:

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

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

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

(4) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Assignee of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Assignee of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units.

(5) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof.

- (v) **Section 10.4 – Amendments.** This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Assignee.

- (w) **Section 10.5 – Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State.
- (x) **Section 10.6 – Invalidity of Any Provisions.** If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- (y) **Section 10.7 – Headings.** The Section, subsection, and other headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.
- (z) **Section 10.8 – Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.
- (aa) **Section 10.9 – Time.** Time is of the essence in this Agreement.
- (bb) **Section 10.10 – Consents and Approvals.** Wherever in this Agreement it is provided that the UG shall, may or must give its approval or consent, the UG shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Assignee concerning the UG's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall Assignee be entitled to claim damages of any type or nature in any such action.
- (cc) **Section 10.11 – Notices.** All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

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

with a copy to:

Kenneth J. Moore, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: kjmoore@wycokck.org

And a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: dbach@wycokck.org

And a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com

and to Assignee at:

Attention: _____
Telephone: _____
Email: _____

with a copy to:

Attention: _____
Telephone: _____
Email: _____

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

- (dd) **Section 10.12 – Real Estate Commissions.** Assignee hereby agrees to indemnify and hold harmless the UG from and against: (i) any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by Assignee; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Assignee or on its behalf with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 5(dd) shall survive any termination of this Agreement.

(ee) **Section 10.14 – Run with the Land.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors and assigns and shall run with the land. The Parties hereby agree to record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

6. Definitions. Any capitalized term used herein that is not specifically defined herein shall have the meaning provided in the Development Agreement.

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

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

ASSIGNEE:

_____, a _____

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by
_____, as _____ of _____, a
_____.

Printed Name: _____

Notary Public in and for said State

Commissioned in _____ County

My commission expires

EXHIBIT A to Form of Acknowledgment and Assumption Agreement

Project Site – Legal Description

Tract 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

Tract 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET

TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Tract 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Tract 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT B to Form of Acknowledgment and Assumption Agreement

_____ Site – Legal Description

EXHIBIT C to Form of Acknowledgment and Assumption Agreement

_____ Improvements

EXHIBIT D to Form of Acknowledgment and Assumption Agreement

Minimum Insurance Requirements

1. Worker's Compensation. Assignee may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Assignee will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Assignee will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Assignee will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Assignee will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Assignee's lender for the _____ Project.

EXHIBIT N

Additional Commercial Building Use Categories

Subject always to the restrictions set forth in Section 7.2(c) of the Agreement, the parties agree that the following uses may be developed, constructed and operated in Project Area 3:

Category # 1 – Home Delivery Food Services. Businesses that provide retail ingredients and/or meal delivery services directly to consumers at their homes.

Category # 2 – Restaurants, Grocery, Hotels, Healthcare and Entertainment.

A. Restaurants and Entertainment. Eating and drinking establishments including sit down restaurants and fast-casual restaurants and restaurants that include entertainment components like bowling, bocce, pickleball and/or video gaming.

B. Grocery store. A retail store offering fresh foods and produce as well as non-perishable foods, prepared and packaged foods; which store may include a bakery, butcher and/or deli. A grocer may also carry cleaning and other household products. Perishable foods must constitute at least 15% of the items stocked on the shelf space of the grocery store.

C. Hotels. Limited service or full service hotels, but not motel uses.

D. Healthcare. Doctors and dentist offices, urgent care facilities and wellness centers and pharmacies.

Category # 3 – Multifamily. Market rate apartments and condominium uses.

Category # 4 – Fitness. Fitness clubs, gymnasiums, boxing facilities, martial arts, dance and/or yoga studios.

Category # 5 – Soft Goods Retail. Retail stores selling, among other things, clothing, shoes, sporting goods, pet supply stores, home goods and/or home improvement supplies, jewelry stores, photography and framing stores, cellular service and electronics stores, hobby stores and retail service concepts like travel agents, high-quality hair salons, barber shops, and nail salons.

Category # 6 – Early Childhood Education. Schools, daycare facilities and other early education concepts including Montessori schools, pre-schools, kindercare and play places.

Category # 7 – Education and Career Placement. Adult education, training and placement facilities, including technology centers, culinary arts facilities, tutoring and placement centers, temporary agencies and military recruitment centers.

(Published in *The Wyandotte Echo* on October 3, 2019)

ORDINANCE NO. ____

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS APPROVING THE DIVISION OF A REDEVELOPMENT DISTRICT INTO FOUR REDEVELOPMENT PROJECT AREAS; ADOPTING AN AMENDED REDEVELOPMENT DISTRICT PLAN; AND ADOPTING THE PROJECT AREA 1 REDEVELOPMENT PROJECT PLAN, ALL PURSUANT TO K.S.A. 12-1770 ET SEQ.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), acting in its capacity as a city of the first class, adopted Resolution No. R-145-06 on November 16, 2006, declaring blight within the City; and

WHEREAS, the Unified Government, acting in its capacity as a city of the first class, established a redevelopment district, consisting of a single development project area pursuant to K.S.A. 12-1770 et seq. as amended (the “Act”) pursuant to Ordinance No. O-139-06 on December 21, 2006; and

WHEREAS, the Unified Government removed certain property from the redevelopment district established by Ordinance No. O-139-06, pursuant to Ordinance No. O-54-19 adopted on August 15, 2019 (the new boundaries hereinafter referred to as the “District”); and

WHEREAS, the Unified Government is considering the division of the District into four (4) separate redevelopment project areas, the adoption of an amended redevelopment district plan and the adoption of the Project Area 1 Redevelopment Project Plan pursuant to the Act.

WHEREAS, on July 8, 2019 the Planning Commission of the Unified Government made a finding that the Project Area 1 Redevelopment Project Plan is consistent with the intent of the Unified Government’s comprehensive plan for the development of the Unified Government; and

WHEREAS, a copy of the Project Area 1 Redevelopment Project Plan has been delivered by the Unified Government to the Board of County Commissioners and to the Board of Education of U.S.D. No. 500, Wyandotte County, Kansas (Kansas City); and

WHEREAS, on August 15, 2019, the Governing Body adopted Resolution No. R-51-19 calling a public hearing to consider the division of the District into four (4) redevelopment project areas, the adoption of an amended redevelopment district plan and the adoption of the Project Area 1 Redevelopment Project Plan; and

WHEREAS, notice of such public hearing was published in *The Wyandotte Echo* on September 12, 2019, and was mailed (by certified mail) to Board of County Commissioners of Wyandotte County, to the Board of Education of U.S.D. No. 500, Wyandotte County, Kansas (Kansas City), and to all property owners within the District; and

WHEREAS, on September 26, 2019 the Governing Body of the City held a public hearing to consider the division of the District into four (4) redevelopment project areas, the adoption of an amended redevelopment district plan and the adoption of the Project Area 1 Redevelopment Project Plan; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary and advisable to divide the District into four redevelopment project areas, adopt the amended redevelopment district plan, and adopt the Project Area 1 Redevelopment Project Plan.

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

SECTION 1. The Governing Body hereby affirms its finding that the District is located in an area eligible for designation as a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, because the area was declared blighted by Resolution No. R-145-06 and also affirms its finding that the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City of Kansas City, Kansas.

SECTION 2. The Governing Body hereby finds that it is necessary and desirable to divide the District, as legally described in **Exhibit A** attached hereto, into four (4) redevelopment project areas shown on the map attached hereto as **Exhibit B** and described as follows:

Project Area 1.

The buildings and facilities to be constructed or improved in Project Area 1 may be described in a general manner as (1) a warehouse and distribution facility, inclusive of office space, (2) a utility-scale, ground-mounted, photovoltaic system, and (3) parking and associated public and private infrastructure.

Project Area 2.

The buildings and facilities to be constructed or improved in Project Area 2 may be described in a general manner as commercial development consisting of inline retail, retail pad sites, parking, and associated public and private infrastructure.

Project Area 3.

The buildings and facilities to be constructed or improved in Project Area 3 may be described in a general manner as commercial development consisting of retail, office and other commercial buildings, hotel or other lodging accommodations, multi-family residential units, parking and associated public and private infrastructure.

Project Area 4.

The buildings and facilities to be constructed or improved in Project Area 4 may be described in a general manner as a commercial development consisting of some or all of the following uses: retail, office and other commercial buildings, parking and associated public and private infrastructure.

SECTION 3. The Project Area 1 Redevelopment Project Plan, in the form presented to and reviewed by the Governing Body at this meeting, is hereby adopted for use in Project Area 1 within the District. Project Area 1 is shown on the map attached hereto as **Exhibit B**, and is legally described as shown on **Exhibit C**.

SECTION 4. The Mayor/CEO, County Administrator, Unified Government Clerk and other officials and employees of the Unified Government, including the Chief Counsel, and Gilmore & Bell, P.C.,

Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

SECTION 5. This Ordinance amends Ordinance No. O-139-06.

SECTION 6. This Ordinance shall become effective from and after its passage by the Governing Body, signature by the Mayor/CEO, and publication once in the official City newspaper.

PASSED by no less than two-thirds of the Governing Body of the Unified Government this September 26, 2019.

SIGNED by the Mayor/CEO this September 26, 2019.

Mayor/CEO

ATTEST:

Unified Government Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REVISED MIDTOWN REDEVELOPMENT DISTRICT

PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

PROJECT AREA 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

PROJECT AREA 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

PROJECT AREA 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT B

MAP OF REVISED REDEVELOPMENT DISTRICT AND REDEVELOPMENT PROJECT AREAS

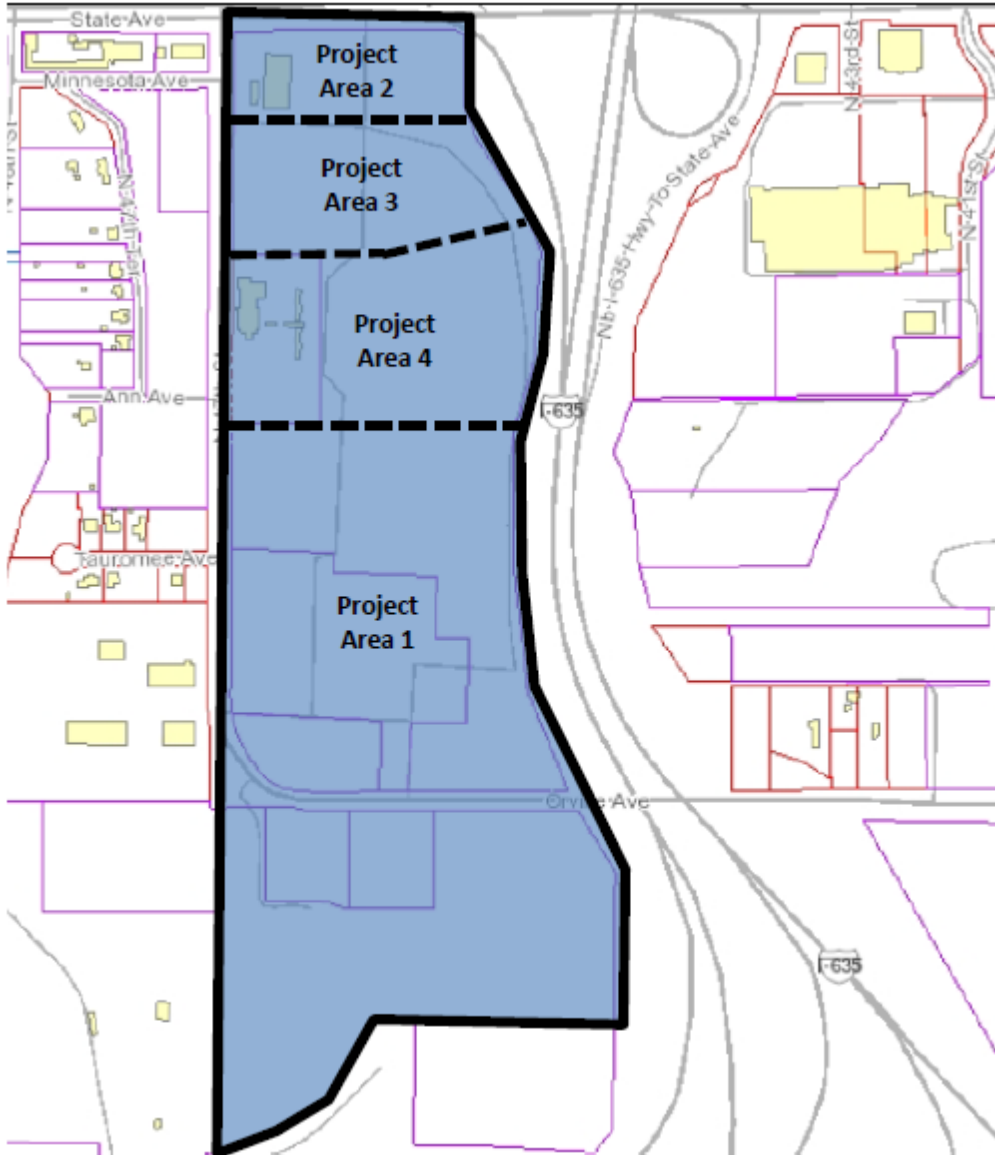


EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

**TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT PLAN
(MIDTOWN REDEVELOPMENT DISTRICT - PROJECT AREA 1)**

**SUBMITTED PURSUANT TO
K.S.A. 12-1770 *et seq.*, as amended**

Dated: July 1, 2019

TABLE OF CONTENTS

- I. Introduction
- II. Project Plan
 - A) Description of the TIF District and Project Area 1
 - B) Established TIF District
 - C) Redevelopment Project Area 1
 - D) Summary of Feasibility Study
 - E) Relocation Plan

Exhibits

- A Site Plan
- B-1 Legal Description – Revised TIF District
- B-2 Boundary Map – Revised TIF District
- B-3 Map of Project Areas within the Revised TIF District
- B-4 Legal Description – Project Area 1
- B-5 Boundary Map – Project Area 1
- C-1 Ordinance No. O-139-06 (creating the TIF District)
- C-2 Ordinance No. O-____-19 (removing certain property from the TIF District)
- D Feasibility Study
 - Exhibit 1 – Project Costs
 - Exhibit 2 – Appraised and Assessed Valuation Before and After Redevelopment
 - Exhibit 3 – Projected Incremental Tax Revenues

INTRODUCTION

KC Foodie Park, LLC, a Delaware limited liability company (“**Developer**”), wishes to develop or cause to be developed a first-class mixed use development consisting of the following components: (i) an approximately 266,000 square foot industrial building (with potential for expansion) (the “**Food Service Center**”); (ii) an approximately 26-acre solar energy field designed to provide energy for the Food Service Center (the “**Solar Field**”); (iii) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites (the “**Retail Improvements**”); (iv) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other users (the “**Additional Commercial Buildings**”); and (v) an approximately 60,000 square foot multi-tenant office building (the “**Office Building**”), (collectively, the “**Project**”), all on real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the “**Project Site**”). Only a portion of the Project Site is located within Project Area 1 (as defined below).

Pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770 et seq, as amended (the “**TIF Act**”), Kansas municipalities are authorized to establish redevelopment districts and redevelopment project plans for property within their jurisdiction. Redevelopment districts may be created based upon certain findings by the municipality, including, that property within a proposed district meets the requirements of a “blighted area” as defined by the TIF Act.

The Unified Government of Kansas City, Wyandotte County, Kansas (the “**Unified Government**”) has previously designated the Project Site, along with adjacent land, as a Redevelopment District (the “**Redevelopment District**” or “**TIF District**”) under the TIF Act, pursuant to Ordinance No. O-139-06 adopted on December 21, 2006 (attached hereto as **Exhibit C-1**). The Unified Government is expected to remove certain property from the Redevelopment District pursuant to the draft Ordinance attached hereto as **Exhibit C-2**.

Contemporaneously with consideration of this Tax Increment Financing Redevelopment Project Plan (Midtown Redevelopment District - Project Area 1) (the “**Project Plan**”), the Unified Government is considering dividing the TIF District into four (4) project areas, as permitted pursuant to the TIF Act.

Developer hereby submits this Project Plan for Project Area 1 (as described herein). Project Areas 2 – 4 will be addressed in separate project plans submitted for such additional Project Areas.

Project Area 1 includes development of an approximately 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the distribution of Scavuzzo’s and others’ products, inclusive of approximately 34,000 square feet of first-class, industrial grade office space (the “**Food Service Center**”), a utility-scale, ground-mounted photovoltaic system located in Project Area 1 (the “**Solar Field**”), and parking and other infrastructure necessary for the development and construction of the Food Service Center and Solar Field.

A conceptual site plan (the “**Site Plan**”), attached hereto as **Exhibit A**, depicts the expected number, location, and uses of buildings and other facilities in Project Area 1. Importantly, the Site Plan is not meant to be inflexible. This Project Plan contemplates variations from the Site Plan, as long as such variations are consistent with the District Plan to be approved contemporaneously with this Project Plan.

II. THE PROJECT PLAN

A) Description of the TIF District and Project Area 1

The property comprising the TIF District consists of property generally located north of Interstate 70 and west of Interstate 635 within the City of Kansas City, Kansas (the “City”). A legal description and boundary map of the TIF District are attached hereto as **Exhibits B-1** and **B-2**, respectively.

The property comprising Project Area 1 is legally described on **Exhibit B-4** and depicted on the map attached as **Exhibit B-5**.

B) Established TIF District

The Project Site is within an established TIF District approved by the Unified Government on December 27, 2006 pursuant to Ordinance No. O-139-06, a copy of which is attached hereto as **Exhibit C-1** and within the proposed revised TIF District boundaries pursuant to the proposed Ordinance attached hereto as **Exhibit C-2**.

Contemporaneously with considering the Project Plan, the Unified Government is considering an amendment to the District Plan to divide the TIF District into four (4) project areas as shown on **Exhibit B-3**.

The proposed District Plan for Project Area 1 is as follows:

The buildings and facilities to be constructed or improved in Project Area 1 may be described in a general manner as (1) a warehouse and distribution facility, inclusive of office space, (2) a utility-scale, ground-mounted, photovoltaic system, and (3) parking and associated public and private infrastructure.

The Project Plan is consistent with the established Redevelopment District.

C) The Project

The project within Project Area 1 (the “**Project**”) consists of: (1) the “**Food Service Center**” – an approximately 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the distribution of Scavuzzo’s and others’ products, inclusive of approximately 34,000 square feet of first-class, industrial grade office space, as well as all associated infrastructure; (2) the “**Solar Field**” – a utility-scale, ground-mounted, photovoltaic system located within Project Area 1; and (3) parking and other infrastructure associated with the Food Service Center and the Solar Field.

D) Summary of Feasibility Study

An economic impact and feasibility study and analysis (the “**Study**”) is attached as **Exhibit D** to this Project Plan and incorporated herein. In summary, the Study indicates that (a) the requested reimbursement is required for the Developer to achieve an acceptable rate of return on the Project; and (b) if redevelopment costs and assessed values are as projected, the TIF District is expected to produce tax increment revenues sufficient to reimburse the portion of the costs of the TIF eligible improvements described in the Study.

E) Relocation Plan

Developer will acquire real property located within Project Area 1 through negotiated arms-length transactions, thereby including any funds required for relocation in the purchase price.

In the event the Unified Government is required to acquire any property located in Project Area 1, relocation payments shall be made to any persons or businesses that move from real property or that move personal property from real property as a result of the acquisition of the real property by the Unified Government in carrying out the provisions of the Act pursuant to K.S.A. 58-3508 and the requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Such relocation payments shall be in the amount of the actual reasonable cost of moving to another location, or moving personal property to another location, within the greater metropolitan Kansas City area. No persons residing within Project Area 1 shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person at rents within their ability to pay, such housing units shall be suitable to the needs of such displaced persons and must be a decent, safe, sanitary and otherwise standard dwelling. The Unified Government shall provide for the payment of any reasonable damages sustained by a retailer, as defined by the K.S.A. 79-3702, and amendments thereto, by reason of the liquidation of inventories necessitated by the relocation.

EXHIBIT A

SITE PLAN

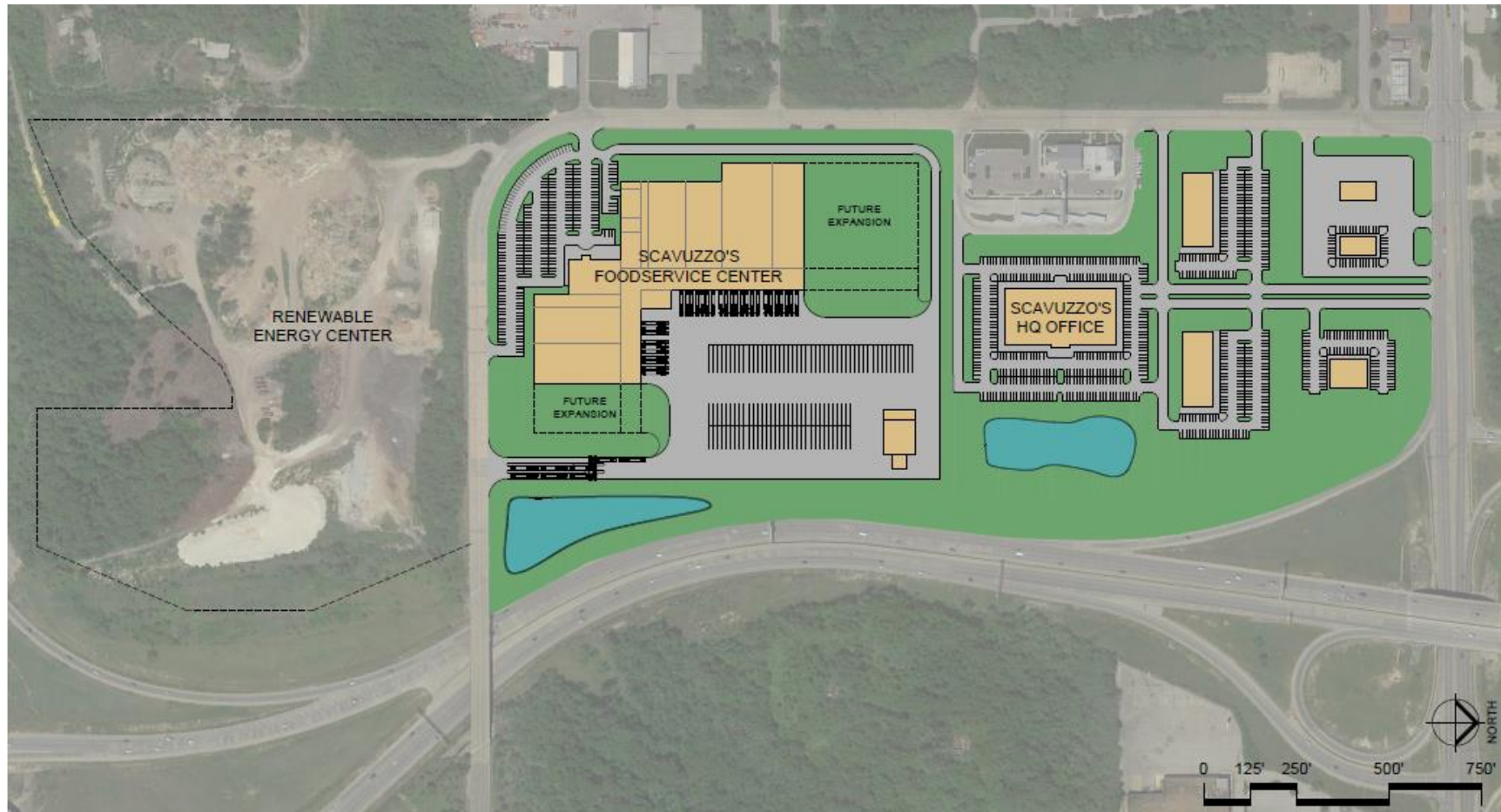


EXHIBIT B-1

LEGAL DESCRIPTION – TIF DISTRICT

PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

PROJECT AREA 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

PROJECT AREA 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

PROJECT AREA 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT B-2

BOUNDARY MAP – TIF DISTRICT

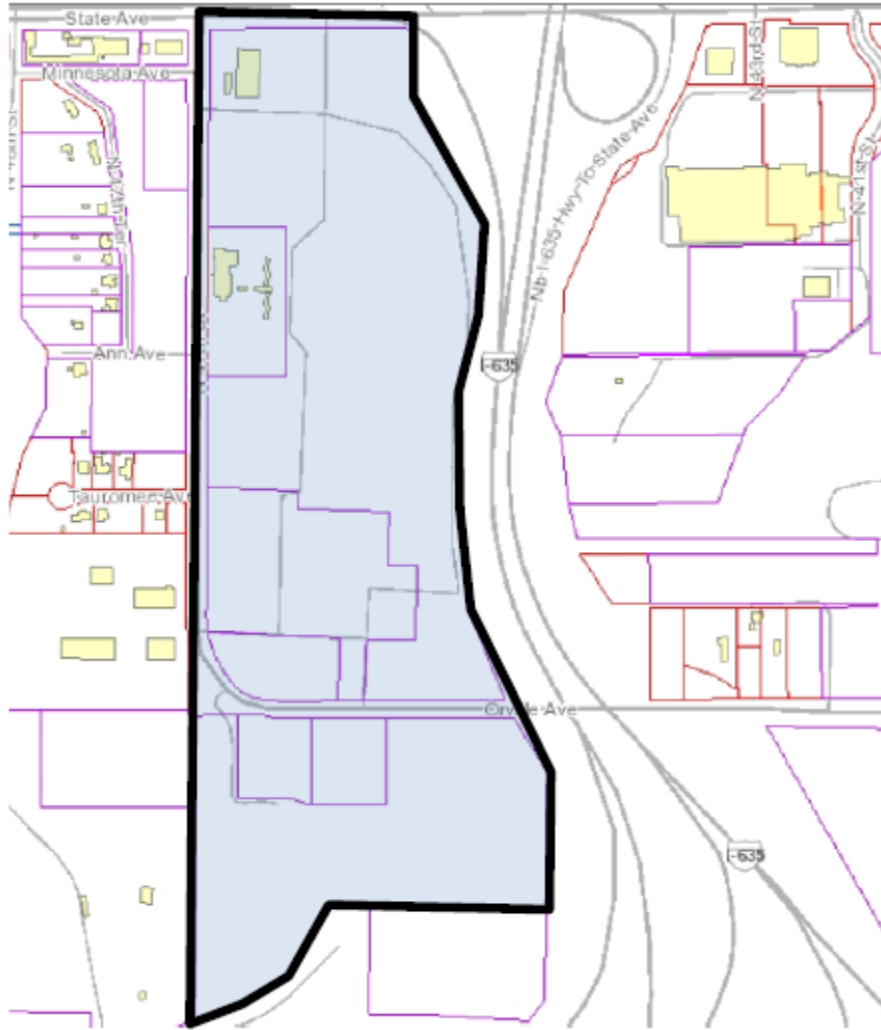


EXHIBIT B-3

BOUNDARY MAP – TIF DISTRICT PROJECT AREAS

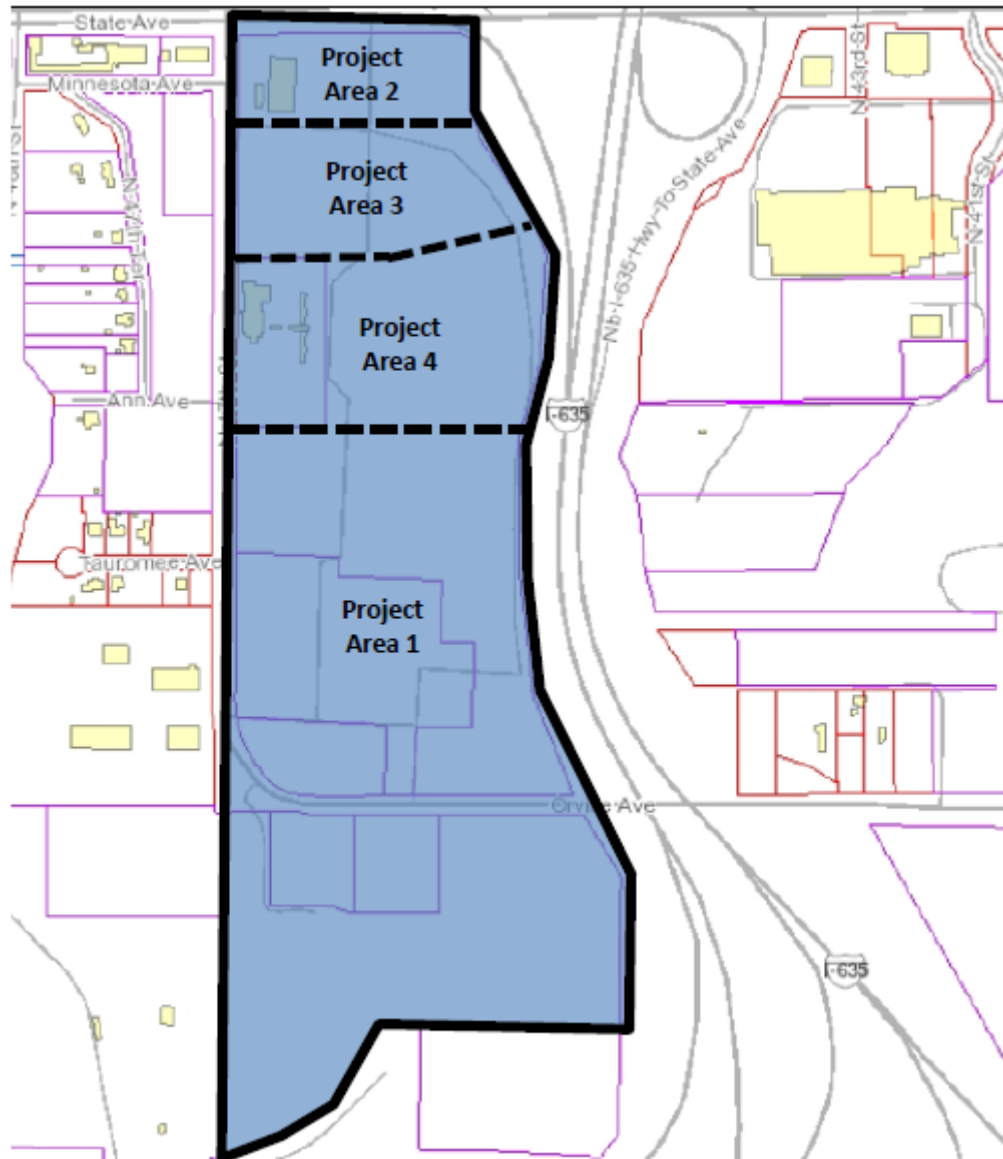


EXHIBIT B-4

LEGAL DESCRIPTION – PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

EXHIBIT B-5

BOUNDARY MAP – PROJECT AREA 1

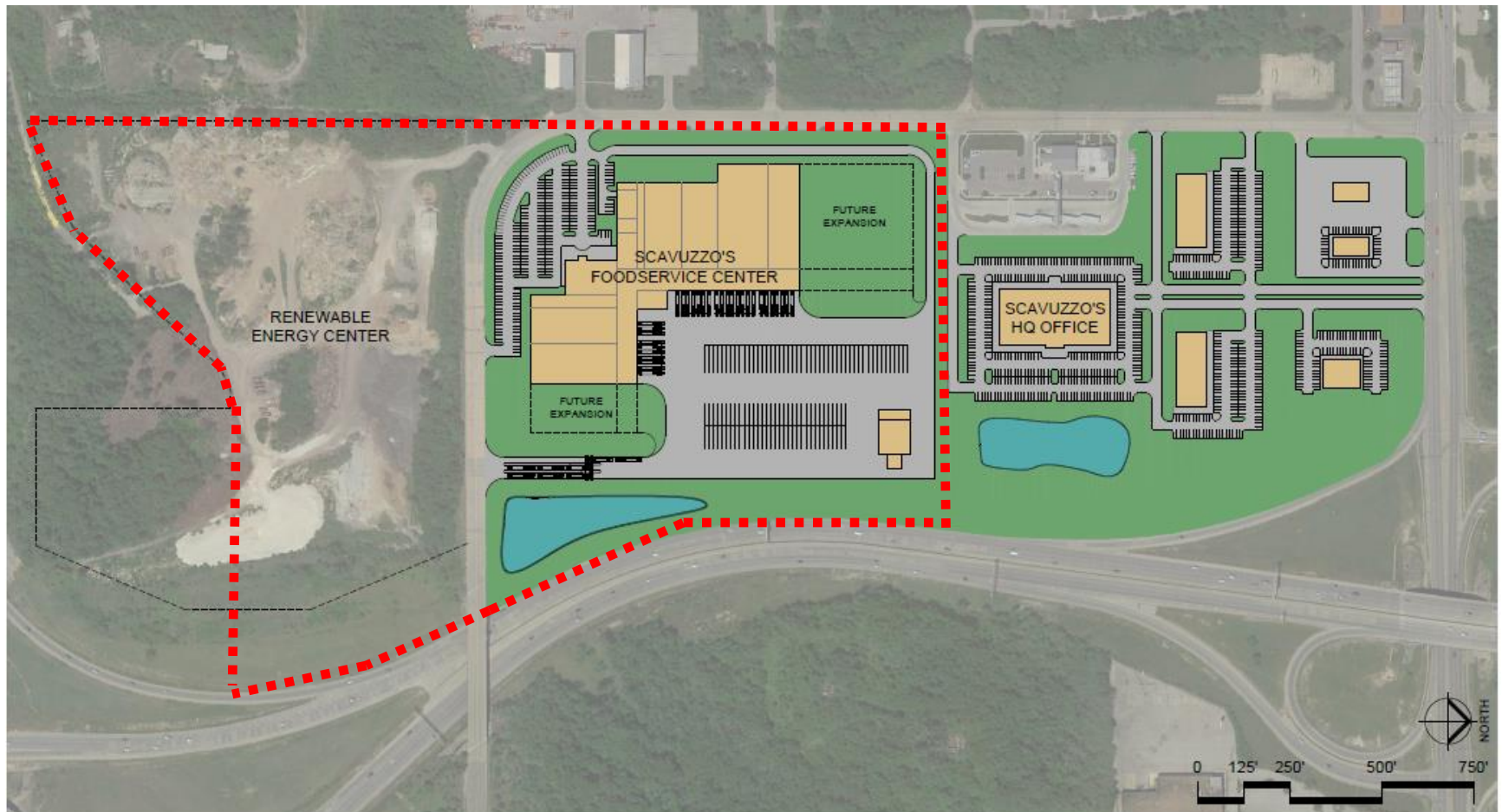


EXHIBIT C-1

ORDINANCE NO. O-139-06 CREATING THE DISTRICT

SEE ATTACHED

(Published 12/27/06)

ORDINANCE NO. D-139-06

AN ORDINANCE making certain findings and establishing a redevelopment district known as the Midtown Redevelopment District.

WHEREAS, K.S.A. 12-1770 et seq., as amended (the "Act") provides for the creation of redevelopment districts and the approval of redevelopment plans, and permits the issuance of tax increment bonds in accordance with the terms of the Act; and

WHEREAS, the Midtown Redevelopment District, is located in an eligible area under the Act because the area was declared blighted by Resolution No. R-145-06 adopted by the Unified Government Commission on November 16, 2006 as defined in the Act; and

WHEREAS, the Midtown Redevelopment District is generally described as an area of land bounded by I-635 on the East, I-70 on the South, 48th Street on the West, and Nebraska Avenue on the North, and

WHEREAS, the Midtown Redevelopment District consists of the area delineated on a map, which is attached hereto as EXHIBIT "A" and made a part of this Ordinance, and legally described in EXHIBIT "B" which is attached hereto and made a part of this Ordinance; and

WHEREAS, the establishment of the Midtown Redevelopment District is necessary to promote the general and economic welfare of the Unified Government of Wyandotte County/Kansas City, Kansas pursuant to K.S.A. 12-1770.

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

Section 1. It is hereby found that pursuant to the authority granted by the Act, the Unified Government adopted Resolution No. R-146-06, on November 16, 2006, giving notice of a public hearing to consider the establishment of a Redevelopment District to be known as the Midtown Redevelopment District and all required notices under the Act were properly and timely given.

Section 2. A public hearing was held on December 21, 2006, with presentation of the Midtown Redevelopment District's boundaries and an opportunity for all interested persons to be heard.

Section 3. The governing body hereby finds and determines that the Midtown Redevelopment District is located within an eligible area under the Act and the conservation, development or redevelopment of such area is necessary to promote the general and economic welfare of the Unified Government.

Section 4. The governing body hereby approves the redevelopment district plan for the Midtown Redevelopment District which consists of the acquisition of various properties within the Redevelopment District, relocation of businesses, demolition of buildings, site preparation, and public infrastructure improvements and the redevelopment as a mixed-use project consisting of the construction of one or more large retail "box" stores, one or more smaller retail stores and restaurants, one or more office or commercial buildings, and multi-family and single family residential units and homes and related parking facilities..

Section 5. The Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, having considered and reviewed the proposed redevelopment district, hereby approves and establishes the Midtown Redevelopment District consisting of a single redevelopment project area as provided in the Act.

Section 6. The Mayor/CEO, County Administrator and other officials and employees of the Unified Government, including the County Attorney and the Unified Government's Financial Advisor and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposed of this Ordinance.

Section 7. The Act authorizes the issuance by the City of bonds (the "Bonds") to finance all or a portion of the costs of implementing the redevelopment district plan. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of passage of this Ordinance, pursuant to Treasury Regulation § 1.150.2 in the maximum principal amount of \$ 3,000,000.

Section 8. This ordinance shall be in full force and take effect from and after its passage, approval and publication in The Wyandotte Echo.

PASSES BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/CITY OF KANSAS CITY, KANSAS, THIS 21st DAY OF December, 2006.



Joe Reardon, Mayor/CEO

Attest:



Unified Government Clerk

Approved as to Form _____

2
↑

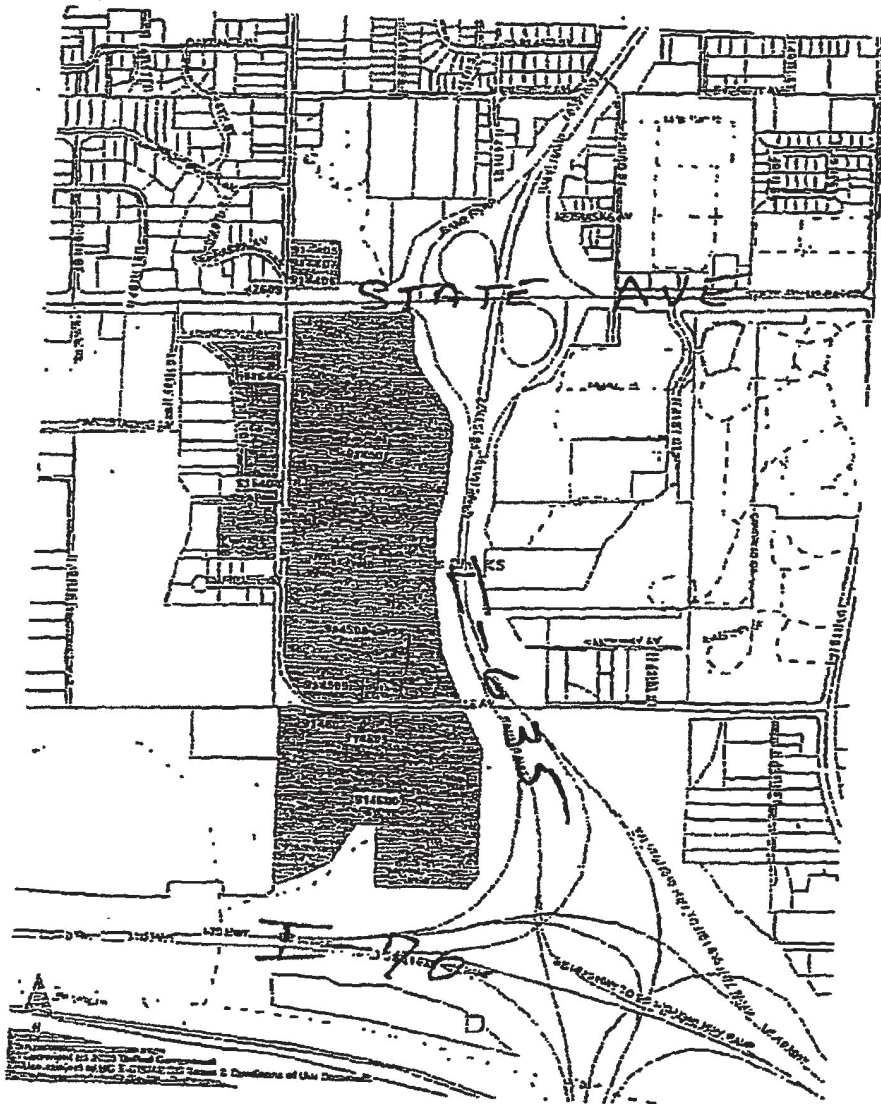


EXHIBIT "B"

Beginning at the intersection of the south right-of-way of State Avenue (U.S. 24/40 Highway) and the west right-of-way of Interstate 635, thence Southerly, with the west right-of-way of Interstate 635 to the north right-of-way of Interstate 70; thence West, with the north right-of-way of Interstate 70, to the west property line of 4533 Orville Avenue; thence North, with the west property line of 4533 Orville Avenue, to the south right-of-way of Orville Avenue; thence West, with the southerly right-of-way of Orville Avenue, to the west right-of-way of N. 47th Street; thence North, with the west right-of-way of N. 47th Street to the north line of LOCUST HILL ADDITION; thence West, with the north line of LOCUST HILL ADDITION, to the west property line of 730 N. 47th Street; thence North, with the west property line of 730 N. 47th Street, and its northerly prolongation, to the north right-of-way of Ann Avenue; thence East, with the north right-of-way of Ann Avenue, to the west right-of-way of N. 47th Terrace; thence North, with the west right-of-way of N. 47th Terrace, and its' northerly prolongation, to the north right-of-way of Minnesota Avenue; thence East, with the north right-of-way of Minnesota Avenue, to the west right-of-way of N. 47th Street; thence North, with the west right-of-way of N. 47th Street, to the south right-of-way of State Avenue (U.S. 24/40 Highway); thence West, with the south right-of-way of State Avenue (U.S. 24/40 Highway), to the east right-of-way of N. 48th Street; thence North, to the north right-of-way of State Avenue (U.S. 24/40 Highway); thence East, with the north right-of-way of State Avenue (U.S. 24/40 Highway) to the west property line of 4710 State Avenue; thence North, with the west property line of 4710 State Avenue, to the northwest corner of 4710 State Avenue; thence East, with the north line of 4710 State Avenue, to the west right-of-way of N. 47th Street; thence North, with the west right-of-way of N. 47th Street, to the westerly prolongation of the north property line of 1201 N. 47th Street; thence East, with the westerly prolongation of the on the north property line of 1201 N. 47th Street to the northeast corner of 1201 N. 47th Street; thence South, with the east line of 1201 N. 47th Street, and with the east property lines of 1111 N. 47th Street and 4626 State Avenue, to the north right-of-way of State Avenue (U.S. 24/40 Highway); thence East, with the north right-of-way of State Avenue (U.S. 24/40 Highway), to the west right-of-way of Interstate 635; thence South to the point of beginning.

EXHIBIT C-2

**PROPOSED ORDINANCE REMOVING CERTAIN PROPERTY FROM THE
DISTRICT**

SEE ATTACHED

(Published in *The Wyandotte Echo* on August 1, 2019)

ORDINANCE NO. ____

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TERMINATING THE REDEVELOPMENT PROJECT PLAN FOR THE MIDTOWN REDEVELOPMENT DISTRICT, REPEALING ORDINANCE O-29-07 AND REMOVING CERTAIN PROPERTY FROM THE MIDTOWN REDEVELOPMENT DISTRICT.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), acting in its capacity as a city of the first class, adopted Resolution No. R-145-06 on November 16, 2006, declaring blight within the City; and

WHEREAS, the Unified Government, acting in its capacity as a city of the first class, established a redevelopment district, consisting of a single development project area (the “Midtown Redevelopment District”) pursuant to K.S.A. 12-1770 et seq. as amended (the “Act”) pursuant to Ordinance No. O-139-06 on December 21, 2006; and

WHEREAS, after notice and public hearing as required by the Act, the Unified Government adopted Ordinance No. O-29-07 on March 22, 2007, approving the Redevelopment Project Plan for the Midtown Redevelopment District (the “Project Plan”); and

WHEREAS, the Project Plan was never undertaken or implemented and the Unified Government desires to terminate the Project Plan; and

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the “Home Rule Amendment”) empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, the Unified Government is a duly organized and existing municipal corporation under the laws of the State of Kansas, is a consolidated city-county having all the powers, functions and duties of a county and of a city of the first class, and is a city within the meaning of the Home Rule Amendment; and

WHEREAS, there is no enactment of the Kansas legislature which provides the procedure to terminate an approved redevelopment plan when such plan has not been undertaken or implemented; and

WHEREAS, the Unified Government has determined that it is necessary and desirable to adopt this Ordinance to terminate the Project Plan; and

WHEREAS, the Unified Government has determined that certain property should be removed from the Midtown Redevelopment District; and

WHEREAS, the property to be removed from the Midtown Redevelopment District consists of the real property shown on the map attached hereto as **Exhibit A**; and

WHEREAS, the remaining property in the Midtown Redevelopment District shall consist of the real property shown on the map attached hereto as **Exhibit B** and legally described on **Exhibit C**.

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

SECTION 1. The Governing Body hereby finds that the Project Plan was never undertaken or implemented, and that the Project Plan should now be terminated.

SECTION 2. The Governing Body hereby finds and determines that the real property shown on the map attached hereto as **Exhibit A** should be removed from the Midtown Redevelopment District, and from and after the effective date of this Ordinance, the remaining property in the Midtown Redevelopment District shall consist of the real property shown on the map attached hereto as **Exhibit B** and legally described on **Exhibit C**.

SECTION 3. The Governing Body further finds and determines that the real property to be removed as described in **Exhibit A** constitutes more than 15% of the land area within the Midtown Redevelopment District, as originally created pursuant to Ordinance No. O-139-06 adopted on December 21, 2006. Therefore, pursuant to K.S.A. 12-1771(g), the base year assessed value of the Midtown Redevelopment District shall be revised to reflect the base year assessed valuation of the remaining real property as of the date of the original establishment of the Midtown Redevelopment District.

SECTION 4. The Mayor/CEO, County Administrator, Unified Government Clerk and other officials and employees of the Unified Government, including the Chief Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

SECTION 5. Ordinance No. O-29-07 is hereby repealed.

SECTION 6. This Ordinance shall become effective from and after its passage by the Governing Body, signature by the Mayor/CEO, and publication once in the official City newspaper.

PASSED by the Governing Body of the Unified Government this July 25, 2019.

SIGNED by the Mayor/CEO this July 25, 2019.

Mayor/CEO

ATTEST:

Unified Government Clerk

Exhibit A

Map of Property to be Removed from the Midtown Redevelopment District

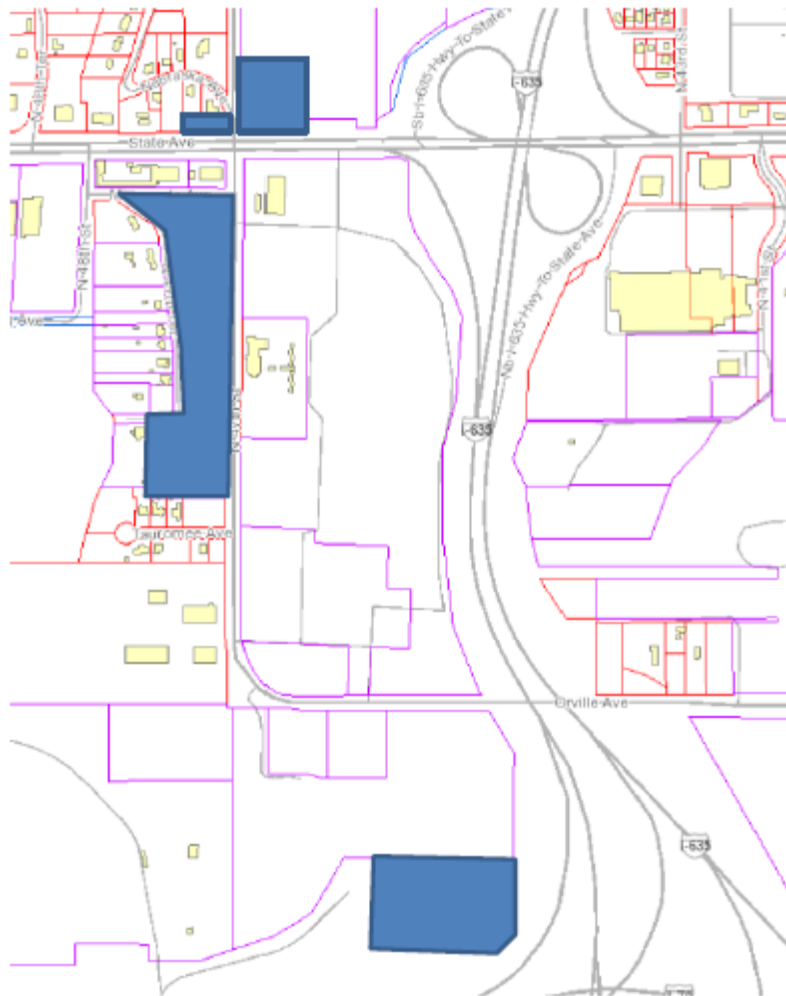


Exhibit B

Map of Revised Midtown Redevelopment District Boundaries

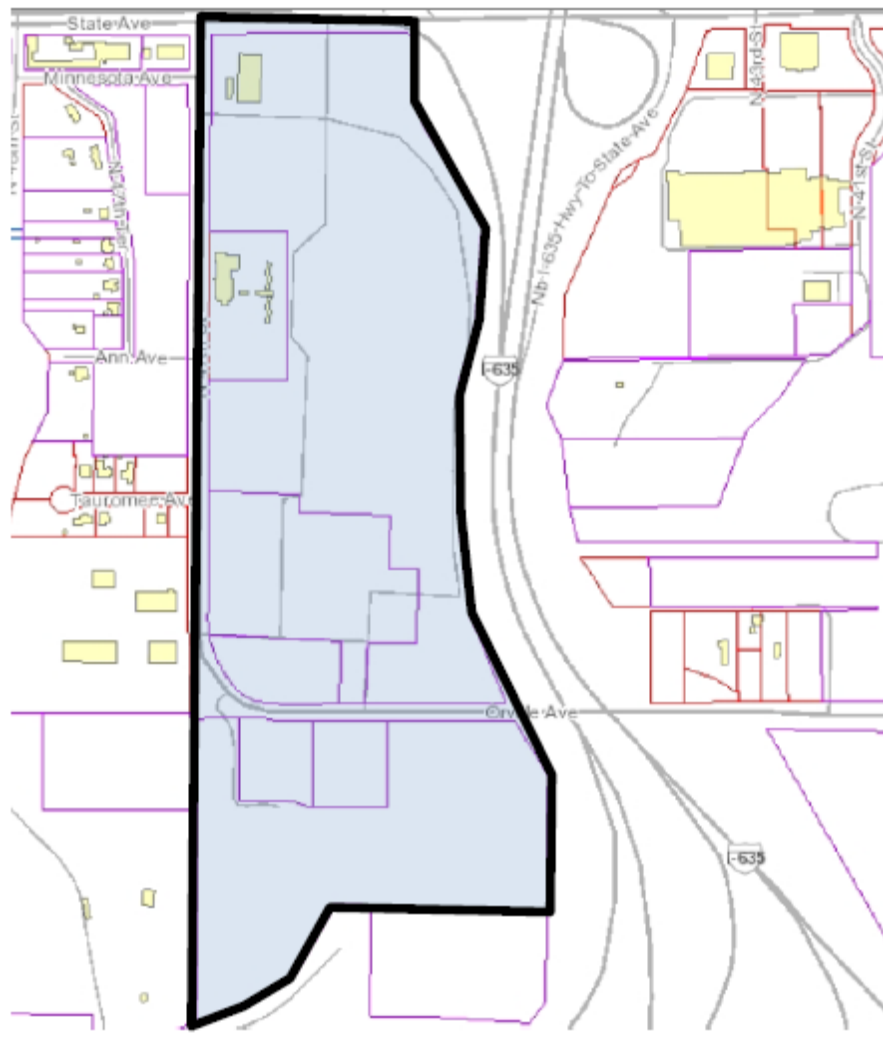


Exhibit C

Legal Description of Revised Midtown Redevelopment District Boundaries

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

[continued on following pages]

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58" EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

INCLUDING:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF

BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT D

FEASIBILITY STUDY

SEE ATTACHED

MIDTOWN REDEVELOPMENT DISTRICT PROJECT 1 FEASIBILITY STUDY

This feasibility study (the “**Study**”), prepared for Midtown Redevelopment District Project Area 1 describes tax increment revenue and other revenues which will pay the costs of the Redevelopment Project. The Redevelopment Project costs will not have any effect on any outstanding special obligation bonds payable from the revenues described in subsection (a)(1)(D) of K.S.A. 12-1774, and amendments thereto, because there are no outstanding bonds.

The Redevelopment Project is proposed to be financed with private equity and debt and public financing sources. In addition to the proposed TIF financing, the Developer has also submitted an application requesting that the Unified Government create a community improvement district (“**CID**”) and levy a CID sales tax to assist in payment of certain Redevelopment Project costs.

1. Project Costs

As presented by the Developer, the total estimated cost of the Redevelopment Project is \$109,490,023 (plus the cost of solar panels and associated equipment). The budget is presented in **Exhibit 1** and includes Redevelopment Project costs as well as the source of funding for all expenditures including the proposed TIF funds, CID funds and private sources.

Pursuant to the TIF Act, only certain costs are eligible for TIF financing and reimbursement. Of the costs listed in the budget on **Exhibit 1**, only \$16,625,201 qualifies under the TIF Act as “Eligible Project Costs,” meaning that only those costs may be financed using TIF revenues. In addition to such amount, financing costs for such costs shall also be reimbursable with TIF revenues. Eligible Project Costs shall include site work, parking and public infrastructure, and associated financing costs, for any property within Project Areas 1-4 in the Redevelopment District.

2. Project Revenues

State law excludes certain tax rates from the tax increment eligible to be used for a TIF project: 1) the State of Kansas levy of 1.5 mills and 2) 28 mills for the school district levying property taxes within a redevelopment district.

The following table summarizes the eligible tax rates, based on the most recently available tax rates, 2018. These rates have been used in the Study to estimate available increment to pay TIF project costs for the Redevelopment Project.

2018 MILL LEVY RATES			
<i>Taxing District</i>	<i>Rate</i>	<i>Portion Not Subject to TIF</i>	<i>Total Mills Subject to TIF</i>
State of Kansas	1.500	1.500	0.000
Wyandotte County	39.011	0.000	39.011
City of Kansas City	38.138	0.000	38.138
School District	49.489	28.000	21.489
Community College	27.476	0.000	27.476
Library	11.086	0.000	11.086
TOTAL	166.699688	29.500	137.200

The Developer has submitted a schedule that contemplates that the Redevelopment Project will be complete and on the tax rolls in 2021. Upon completion of these improvements, the appraised value within the Redevelopment District has been estimated to be \$30,282,150 and the assessed value has been estimated to be \$7,570,538. The appraised and assessed valuations of property within Project Area 1 before redevelopment and after completion of the Redevelopment Project is attached as **Exhibit 2**.

This Project Plan proposes that the incremental property tax revenues from Project Area 1 will be applied to pay the Eligible Project Costs as described above, and as may be further limited in any Development Agreement between the Unified Government and the Developer.

The projected incremental property tax revenues from Project Area 1, based on applying 2018 tax rates to the assessed valuation assumptions in **Exhibit 2** are projected to generate approximately \$19,212,019 over the 20-year term of Project Area 1, as depicted in **Exhibit 3** attached hereto.

3. Sufficiency of Tax Increment Revenues Compared to Eligible Project Costs

The projected incremental real property taxes to be generated from the Redevelopment Project (\$19,212,019), combined with the other resources the Developer has indicated will be invested in the Redevelopment Project as outlined in **Exhibit 1**, are sufficient to pay the redevelopment project costs.

4. Financing

The Developer proposes financing the Eligible Project Costs on a pay-as-you-go basis. No special obligation or general obligation bonds will be issued.

EXHIBIT 1 PROJECT BUDGET

Project Sources and Uses						
	Project Cost*	Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Projected Developer Private Costs	Projected Third Party Costs
PA1	Distribution/Office (Food Service Center)					
	Land Acquisition	\$ -				
	Sitework/Infrastructure*	\$ 11,316,333	\$ 9,675,201		\$ 1,641,132	
	Building Construction	\$ 27,171,618			\$ 27,171,618	
	FF&E	\$ 62,389,088			\$ 62,389,088	
	Soft Costs/Other	\$ 8,612,984			\$ 8,612,984	
	<i>Subtotal</i>	\$ 109,490,023	\$ 9,675,201	\$ -	\$ 99,814,822	\$ -
	<i>*Includes sitework for solar park.</i>					
PA2	Restaurant/Retail					
	Land Acquisition	\$ -				
	Sitework/Infrastructure	\$ 1,950,000	\$ 1,950,000			
	Building Construction and FF&E	\$ 2,700,000		\$ 585,044		\$ 2,114,956
	Soft Costs/Other	\$ 420,000				\$ 420,000
	<i>Subtotal</i>	\$ 5,070,000	\$ 1,950,000	\$ 585,044	\$ -	\$ 2,534,956
PA3	Retail					
	Land Acquisition	\$ -				
	Sitework/Infrastructure	\$ 2,000,000	\$ 2,000,000			
	Building Construction and FF&E	\$ 3,850,000		\$ 2,000,000	\$ 1,850,000	
	Soft Costs/Other	\$ 1,400,000			\$ 1,400,000	
	<i>Subtotal</i>	\$ 7,250,000	\$ 2,000,000	\$ 2,000,000	\$ 3,250,000	\$ -
PA4	4-Story Office					
	Land Acquisition	\$ -				
	Sitework/Infrastructure	\$ 4,000,000	\$ 3,000,000		\$ 1,000,000	
	Building Construction and FF&E	\$ 7,500,000			\$ 7,500,000	
	Tenant Improvements	\$ 3,900,000			\$ 3,900,000	
	Soft Costs/Other	\$ 3,000,000			\$ 3,000,000	
	<i>Subtotal</i>	\$ 18,400,000	\$ 3,000,000	\$ -	\$ 15,400,000	\$ -
	TOTAL PROJECT COSTS	\$140,210,023	\$16,625,201	\$2,585,044	\$118,464,822	\$2,534,956
		Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Projected Developer Private Costs	Projected Third Party Costs

*Project Plan 1 anticipates TIF revenues from Project Area 1 will reimburse sitework and infrastructure costs, as well as associated financing costs, related to the Redevelopment Project (as set forth above) and, if available, other projects within the Redevelopment District.

EXHIBIT 2
TIF DISTRICT VALUATION

BASE ASSESSED VALUATION OF TIF DISTRICT (2006 values, after property removed in 2019): \$879,655

Parcel ID	Approximate Area (square feet)	Appraised Value	Assessed Value	Project Area
407800 ⁽¹⁾	166,320.03			<u>2</u>
914507	1,697,585.50	\$ 1,999,700.00	\$ 499,925.00	<u>1, 2, 3, 4</u>
914508	400,632.08	\$ 1,414,530.00	\$ 353,587.00	<u>1</u>
914509	106,311.29	\$ 104,610.00	\$ 26,153.00	<u>1</u>
914600 ^{(2), (3)}	888,945.36	\$ 161,700.00	\$ -	<u>1</u>
914602 ⁽²⁾	85,955.71	\$ 7,170.00	\$ -	<u>1</u>
914605 ⁽²⁾	89,221.77	\$ 7,460.00	\$ -	<u>1</u>
Total Base Assessed Value =			\$ 879,665.00	

⁽¹⁾ Parcel was created subsequent to creation of TIF District; Parcel ID included here for reference only. Land was previously part of Parcel ID 914507.

⁽²⁾ Property has zero appraised value because it was owned by Unified Government in 2006 when TIF District created.

⁽³⁾ Excludes square footage of this parcel removed from TIF District in 2019.

PROJECTED ASSESSED VALUATION (AFTER DEVELOPMENT OF PROJECT)					
		SF	Appraised Value PSF / Unit	Appraised Value	Assessed Value
PA1					
	Bldg A - Distribution	258,525	\$ 100	\$ 25,852,500	\$ 6,463,125
	Bldg A - Office	29,531	\$ 150	\$ 4,429,650	\$ 1,107,413

EXHIBIT 3
PROPERTY TAXES AND PROPERTY TAX INCREMENT

PROJECT YEAR	CALENDAR YEAR	TOTAL BASE ASSESSED VALUE	TOTAL PROJECTED ASSESSED VALUE	PROJECTED REAL ESTATE TAX INCREMENT	PROJECTED SALES	PROJECTED CID REVENUE	PROJECTED REAL ESTATE TAX INCREMENT+CID REVENUE
1	2019	\$879,655	\$879,655	\$0	\$0	\$0	\$0
2	2020	\$879,655	\$879,655	\$0	\$0	\$0	\$0
3	2021	\$879,655	\$7,570,538	\$917,987	\$0	\$0	\$917,987
4	2022	\$879,655	\$7,570,538	\$917,987	\$0	\$0	\$917,987
5	2023	\$879,655	\$7,721,948	\$938,760	\$0	\$0	\$938,760
6	2024	\$879,655	\$7,721,948	\$938,760	\$0	\$0	\$938,760
7	2025	\$879,655	\$7,876,387	\$959,949	\$0	\$0	\$959,949
8	2026	\$879,655	\$7,876,387	\$959,949	\$0	\$0	\$959,949
9	2027	\$879,655	\$8,033,915	\$981,562	\$0	\$0	\$981,562
10	2028	\$879,655	\$8,033,915	\$981,562	\$0	\$0	\$981,562
11	2029	\$879,655	\$8,194,593	\$1,003,607	\$0	\$0	\$1,003,607
12	2030	\$879,655	\$8,194,593	\$1,003,607	\$0	\$0	\$1,003,607
13	2031	\$879,655	\$8,358,485	\$1,026,093	\$0	\$0	\$1,026,093
14	2032	\$879,655	\$8,358,485	\$1,026,093	\$0	\$0	\$1,026,093
15	2033	\$879,655	\$8,525,655	\$1,049,029	\$0	\$0	\$1,049,029
16	2034	\$879,655	\$8,525,655	\$1,049,029	\$0	\$0	\$1,049,029
17	2035	\$879,655	\$8,696,168	\$1,072,423	\$0	\$0	\$1,072,423
18	2036	\$879,655	\$8,696,168	\$1,072,423	\$0	\$0	\$1,072,423
19	2037	\$879,655	\$8,870,091	\$1,096,285	\$0	\$0	\$1,096,285
20	2038	\$879,655	\$8,870,091	\$1,096,285	\$0	\$0	\$1,096,285
21	2039	\$879,655	\$9,047,493	\$1,120,625	\$0	\$0	\$1,120,625
22	2040	\$879,655	\$9,047,493	\$0	\$0	\$0	\$0
23	2041	\$879,655	\$9,228,443	\$0	\$0	\$0	\$0
24	2042	\$879,655	\$9,228,443	\$0	\$0	\$0	\$0
TOTALS				\$19,212,019	\$0	\$0	\$19,212,019
NET PRESENT VALUE @ 6.0 %				\$9,851,778	\$0	\$0	\$9,851,778
				TIF RP TAX		CID	TOTAL

*Projected assessed value increases biennially by a 2% inflator.

RESOLUTION NO. _____

**RESOLUTION DETERMINING THE INTENT OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO
ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO
EXCEED \$20,000,000 TO FINANCE THE COSTS OF ACQUIRING,
PURCHASING, INSTALLING, CONSTRUCTING AND EQUIPPING A
COMMERCIAL FACILITY FOR THE BENEFIT OF SCAVUZZO'S FOODIE
CAMPUS, LLC AND ITS SUCCESSORS AND ASSIGNS (FOODIE PARK –
SALES TAX EXEMPTION ONLY)**

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

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

WHEREAS, Scavuzzo’s Foodie Campus, LLC, a Kansas limited liability company (the “Company”), has submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the Issuer finance the cost of acquiring, purchasing, installing, constructing and equipping a commercial facility, consisting of an approximately 266,000 square foot warehouse and distribution facility and approximately 34,000 square feet of office space (the “Project”) through the issuance of its industrial revenue bonds in the principal amount not to exceed \$20,000,000 (the “Bonds”), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of acquiring, purchasing, installing, constructing and equipping the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed \$20,000,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

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

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, purchasing, installing, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer and the issuance of the Bonds to pay the aforementioned costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located generally at the Northeast corner of 47th and Orville Avenue located within the Issuer, as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed \$20,000,000, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Issuer expresses its intent to (i) issue the Bonds to pay the costs of acquiring, purchasing, installing, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Issuer; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Issuer and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Issuer, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the Issuer's policies set forth in such policy documents relating to the issuance of industrial revenue bonds; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

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

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

Section 7. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any the Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE ISSUER CONTAINED UNDER THE CAPTIONS "THE ISSUER" AND "LITIGATION - THE ISSUER" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, purchasing, installing, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Issuer will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 9. No Reliance on Resolution. Kansas law provides that the Issuer may only issue the Bonds by adoption of an Ordinance and compliance with other state law requirements. The Issuer has not yet adopted an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be issued or that the Project will be approved.

Section 10. Termination of Resolution. This Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project. The Issuer, upon the written request of the Company, may extend this time period.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the Issuer and the Company. The Issuer may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Issuer.

[Balance of page intentionally left blank]

ADOPTED this ____ day of _____, 2019.

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

By: _____
Mayor/CEO

[SEAL]

ATTEST:

Clerk



Staff Request for Commission Action

Tracking No. 19937

Full Commission Meeting Date: 9/26/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 9/9/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
9/20/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item (1) - Applications (8)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Applications

WYANDOTTE COUNTY LAND BANK - APPLICATIONS

APPLICANT	APPLICANT ADDRESS	LAND BANK ADDRESS	PROPOSED USE	STANDING COMMITTEE RECOMMENDATION
Rachel Jefferson	431 Greeley Ave	418 Haskell Ave	Property Acquisition	APPROVED
Strugglers Hill Neighborhood Group	1150 Washington Blvd	1137 Everett Ave	Property Acquisition	APPROVED
Strugglers Hill Neighborhood Group	1150 Washington Blvd	1139 Everett Ave	Property Acquisition	APPROVED
Benjamin Caruthers	407 Cleveland Ave	405 Cleveland	Property Acquisition	APPROVED
Lorenzo Garcia	2502 N 34th St	3745 N 35th St	Property Acquisition	APPROVED
Lorenzo Garcia	2502 N 34th St	3743 N 35th St	Property Acquisition	APPROVED
Alberto Ortega	1129 Rowland Ave	1131 Rowland Ave	Yard Extension	APPROVED
Innovating Rennovations, LLC	1135 Rowland Ave	1131 Rowland Ave	Yard Extension	APPROVED

**PAGE LEFT
BLANK
INTENTIONALLY**

RECEIVED

OCT 25 2018

LAND BANK
WYCO/KCK

Application for Land Bank Property Acquisition

Use this application if:

- You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

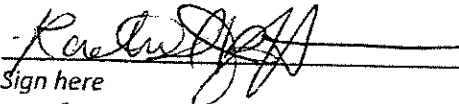
Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.


Sign here

Date October 22, 2018

Rachel Jefferson
Print Name

Application for Land Bank Property Acquisition

Land Bank Property You Wish to Purchase: 418 HASKELL AVENUE

Parcel ID Number: 094371

Intended Usage of Property: RESTORATION OF I E J FARMS, AN ORIGINAL URBAN FARM IN THE OAK GROVE NEIGHBORHOOD. THIS SITE WAS ONE OF 5 SELECTED TO RECEIVE THE FIRST H2O TO GROW AWARD FROM UG PUBLIC WORKS. THE SITE IS AN EPA BROWN FIELD
Applicant Information (Please Print) AMELIORATION LOCATION.

Name: RACHEL JEFFERSON

Company/Organization: _____

Mailing Address: 431 Greeley, K.C.K.

Phone Number(s): _____

E-mail(s): r

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Rachel Jefferson
Sign here

Date OCTOBER 22, 2018

Rachel Jefferson
Print Name



Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected, or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

By: Strugglers Hill/Roots Neighborhood Group Date 9/16/18
Justin C. Olsen
Sign here

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101





Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 1137 Everett Ave.

Parcel ID Number: _____

Intended Usage of Property: Garden, it has been used AS A Garden since 2008

Applicant Information (Please Print)

Name: Strugglers Hill/Roots Neighborhood Group

Company/Organization: _____

Mailing Address: 40 Chester Owens 1150 Wash Blvd KCK 66102

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ___ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ___ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge and will remain confidential.

Strugglers Hill/Roots Neighborhood Group

By: Chester C. Owens Jr

Date 9/16/18

Sign here

Chester C Owens Jr

Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale—if a property is on the “Hold” listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected, or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier’s checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

By: Strugglers Hill/Roots Neighborhood Group Date 9/16/18
Justin C. Ouellette
Sign here

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 1139 Everett Ave.

Parcel ID Number: _____

Intended Usage of Property: Garden, it has been used
As a garden since 2008

Applicant Information (Please Print)

Name: Strugglers Hill/Roots Neighborhood Group

Company/Organization: _____

Mailing Address: 90 Chester Owens 1150 Wash Blvd KCK 66102

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ___ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ___ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge and will remain confidential.

Strugglers Hill/Roots Neighborhood Group

By: Chester C. Owens Jr

Date 9/16/18

Sign here

Chester C Owens, Jr

Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected, or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

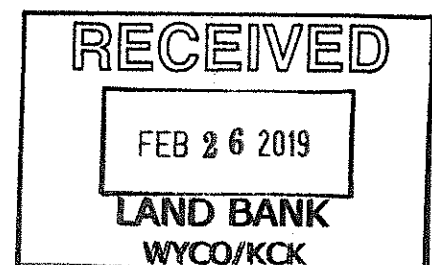
Signature (Required)

I have read and understand the information provided above and contained in this application.

Lorenzo Garcia Date 2/24/19
Sign here

Lorenzo Garcia

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



#20



Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 3745 N 35th St

Parcel ID Number: 1165210

Intended Usage of Property: Looking to purchase more land to come up with 5 acres to zone agricultural.

Applicant Information (Please Print)

Name: Lorenzo Garcia

Company/Organization: _____

Mailing Address: 2502 N 34th Kansas City, KS 66104

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes X No _____

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge and will remain confidential.

Lorenzo Garcia Date 2/21/19
Sign here

Lorenzo Garcia
Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the “Hold” listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected, or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier’s checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

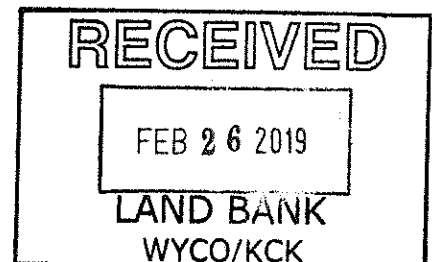
I have read and understand the information provided above and contained in this application.

Lorenzo Garcia Date 2/24/19

Sign here

Lorenzo Garcia

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



#21



Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 3743 N 35th St

Parcel ID Number: 1165209

Intended Usage of Property: Looking to purchase more land to come up with 5 acres to zone agricultural.

Applicant Information (Please Print)

Name: Lorenzo Garcia

Company/Organization: _____

Mailing Address: 2502 N 34th St Kansas City KS 66104

Phone Number(_____)

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes X No _____

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge and will remain confidential.

Lorenzo Garcia Date 2/24/19
Sign here

Lorenzo Garcia
Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners — In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

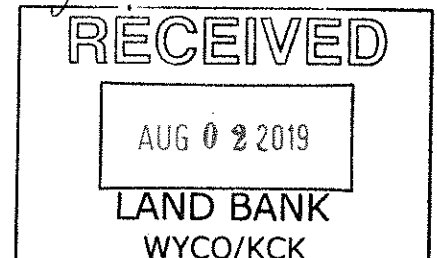
Sign here

Print Name

Date

Aug 2, 2019

Alberto Ortega



#140

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1131 Rowland

Parcel ID Number: 157068

Applicant Information (Please Print)

Name: Alberto Ortega

Company/Organization: [Redacted]

Mailing Address: 7826 S 32nd St Bellevue, WA 9814

Phone Number(s): [Redacted]

E-mail(s): [Redacted]

Address of the adjacent structure you own: 1129 Rowland

Do you live in the adjacent structure above? Yes No X

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.

~~Yes~~ No X

2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.

Yes No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

[Signature] Date Aug 2, 2019

Sign here

Alberto Ortega
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

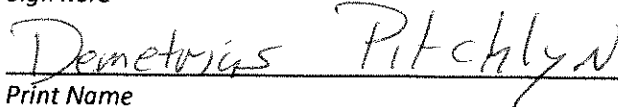
Signature (Required)

I have read and understand the information provided above and contained in this application.



Sign here

Date 6/27/2019



Print Name



#113

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1131 Rowland

Parcel ID Number: 157068

Applicant Information (Please Print)

Name: Demetrius Pitchlyn

Company/Organization: Innovating Renovation LLC

Mailing Address: 9801 E Gregory Blvd

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1135 Rowland

Do you live in the adjacent structure above? Yes ☐ No ☒

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Demetrius Pitchlyn
Sign here

Date 6/27/2019

Demetrius Pitchlyn
Print Name



Staff Request for Commission Action

Tracking No. 19938

Full Commission Meeting Date: 9/26/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 9/9/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
9/20/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration.

Item (1) - Transfers from Land Bank (1)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Transfers from Land Bank

TRANSFERS FROM LAND BANK

Recipient	Property Address	Parcel	Comments	Standing Committee Recommendation
Edrus, LLC	641 Parallel Ave	095008	Recipient recently completed the rehab of 639 Parallel Ave through the Rehab Program.	APPROVED

**PAGE LEFT
BLANK
INTENTIONALLY**