



Economic Development and Finance
Standing Committee Meeting Agenda
Monday, March 2, 2020
Immediately upon adjournment of earlier committee

Location:

Municipal Office Building
701 N 7th Street
Kansas City, Kansas 66101
5th Floor Conference Room (Suite 515)

Name

Absent

Commissioner Tom Burroughs, Chair

☐

Commissioner Brian McKiernan

☐

Commissioner Gayle E. Townsend

☐

Commissioner Harold Johnson

☐

Commissioner James Walters

☐

Jeff Bryant, BPU Member

☐

I. Call to Order/Roll Call

II. Revisions to March 2, 2020 Agenda

III. Approval of standing committee minutes from January 21, 2020.

IV. Committee Agenda

Item No. 1 - REPORT: COMPREHENSIVE FEE SCHEDULE

Synopsis: 2020 Comprehensive Fee Schedule of the Unified Government, submitted by Kathleen VonAchen, Chief Financial Officer.

For information only.

Tracking #: 2026

Item No. 2 - RESOLUTION: AMEND MASTER EQUIPMENT LEASE PURCHASE AGREEMENT WITH BANC OF AMERICA

Synopsis: A resolution authorizing the Unified Government of Wyandotte County/Kansas City, Kansas, to amend its Master Equipment Lease Purchase Agreement dated October 17, 2013, with Banc of America Public Capital Corp., submitted by Kathleen VonAchen, Chief Financial Officer; and Debbie Jonscher, Deputy Chief Financial Officer.

Tracking #: 2027

Item No. 3 - TWO RESOLUTIONS: WESTFIELD COMMUNITY IMPROVEMENT DISTRICT

Synopsis: Request adoption of the following resolutions regarding a petition filed January 29, 2020, for the Westfield Community Improvement District (CID), submitted by Katherine Carttar, Director of Economic Development. The CID will impose an additional 1.0% sales tax on the sales of goods and services within the 9 acres Westfield Shopping Center site at 8051 State Avenue.

- Set a public hearing date of April 16, 2020, to consider advisability of the CID
- Approve development agreement

Tracking #: 209

Item No. 4 - UPDATE/RESOLUTION: ROCK ISLAND BRIDGE FEASIBILITY

Synopsis: Update on the Rock Island Bridge development project and request consideration of a resolution authorizing gap funding for the economic feasibility study in an amount up to \$15,000 from transient guest tax (TGT), submitted by Katherine Carttar, Director of Economic Development.

Tracking #: 2032

Item No. 5 - RESOLUTION: SECOND AMENDMENT TO KC FOODIE PARK DEVELOPMENT AGREEMENT

Synopsis: A resolution approving an amendment to the KC Foodie Park Development Agreement that extends the required construction commencement date to 150 days after closing on the Phase I property, submitted by Katherine Carttar, Director of Economic Development.

Tracking #: 2046

V. Public Agenda

VI. Adjourn

**ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Tuesday, January 21, 2020**

The meeting of the Economic Development and Finance Standing Committee was held on Tuesday, January 21, 2020, at 5:43 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Burroughs, Chairman; Commissioners McKiernan, Townsend, Johnson; and BPU Board Member Jeff Bryant. Commissioner Walters was absent. The following officials were also in attendance: Melissa Sieben, Gordon Criswell, Emerick Cross, and Alan Howze, Assistant County Administrators; Patrick Waters, Senior Attorney; Katherine Carttar, Director of Economic Development; Jenna Hillyer, Delinquent Real Estate Manager; and Jay Doleshal, Sergeant-At-Arms.

Chairman Burroughs called the meeting to order.

Roll call was taken and members were present as shown above.

Approval of standing committee minutes from October 28, 2019. **On motion of Commissioner McKiernan, seconded by BPU Board Member Bryant, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 1912...RESOLUTION: ISSUANCE OF IRBs FOR PREMIER INVESTMENTS LLC

Synopsis: A resolution of intent to issue IRBs in an amount not to exceed \$5,500,000 for the benefit of Premier Investments LLC, submitted by Katherine Carttar, Economic Development Director. An IRB application was submitted by Premier Investments to finance the costs of acquiring, constructing, improving and equipping an industrial facility located at 1101 S. 5th St. for the benefit of Premier Investments LLC.

Premier Investments

Construction of a Speculative Building
Industrial Revenue Bonds

ED & F Committee
January 21, 2020

Katherine Carttar, Director of Economic Development, said I'm here with two representatives from Premier Investments: Bill Wilhite and Jim Butler. I will go through kind of a brief presentation and then open it up if they have additional comments, and they are here, of course, for your questions.



- Premier Investments
 - Family owned and managed
 - Headquartered in KCK
 - More than 3 million square feet of industrial space in Armourdale
- Last major project was the 170,000 square foot building at 500 Osage
- Speculative buildings are ideal for new distribution of manufacturing

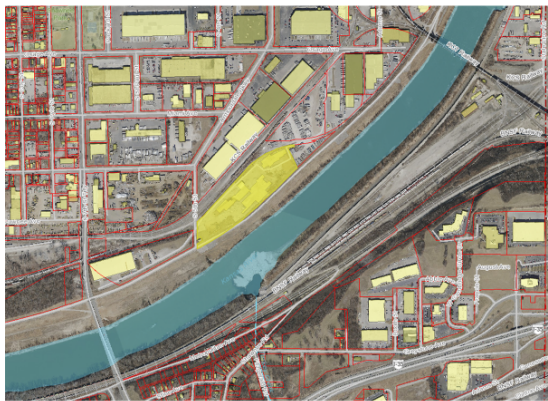
So, a couple of things, and feel free if you have anything else to add. So, Premier Investments is a family-owned and managed company. They're headquartered here in KCK. They have over 3M square feet of industrial space in Armourdale, as well as additional space elsewhere in Wyandotte County. Their last major project that you all have seen was the 170,000 square foot building at 500 Osage. Generally, their buildings go for distribution, which should be "or" manufacturing, not "of" manufacturing.

500 Osage, Kansas City, KS



Here's just kind of an example. This is their 500 Osage now that's up and running and has been for a bit. I'm sure you all have seen many of these buildings with the blue strip and always very nicely well maintained and have great tenants.

1101 South 5th Street



What we are looking at today is 1101 S. 5th St. You can see that there highlighted. This is, and I'll get into this a bit, but this has been a problematic site for many years.

Previous Use – Midwest Cold Storage



January 21, 2020

You all may recognize this lovely gem. This was the old Midwest Cold Storage. It has been vacant for quite some time. As you can see, it is falling apart. This is a unique kind of—the site is not ideal. It is somewhat landlocked, as you can see here. It presented a lot of challenges, and we'll go into some of those.

What the Wilhite's have done, they've purchased the property and actually tore down that building; initially put quite a bit of investment into it just to get a space to even see what was possible.

**Project
Overview**

- 1101 South 5th Street
- Building a 80,000 square foot speculative building
- 100 New Jobs
- \$5,500,000 Capital Investment
- Premier Investment has invested heavily into adjacent business park
- Site Challenges:
 - Initial demolition costs (Premier Investment has invested \$750,000 to demolish existing structure)
 - Active rail line to cross to access the site
 - Active metal recycling facility adjacent the site
 - Site Dimensions/setbacks

What they are proposing is an 80,000 square foot speculative building that would result in about 100 new jobs. We're looking at about \$5.5M in capital investment. I will say there is an adjacent business park that has been all Premier Investments and had some very nice buildings so we'd like to be able to expand that.

Some of the site challenges, as I've mentioned, is the previous building requiring a significant amount of demolition cost as well as there's an active rail line that crosses the site; sorry, crosses so that you have to cross to get to the site, as well as an active metal recycling facility. A fine facility, but not the most attractive when you're wanting to attract additional tenants, as well as, I mentioned, the site dimensions and setbacks. There's not room for expansion. It's kind of an interesting site in that respect.

Project Overview and Impact

Type	Project Totals	Impact
Capital Investment	\$5.5M	\$5.1M Building Construction \$400K Land Acquisitions
Permanent Employment	100 New jobs	50 Initially with an additional 50 created ultimately
Blight Remediation	\$750K	Demolition of the previous building on site

80% abatement for 10 years

What we're looking at today, as I mentioned, \$5.5M would be the project total; 100 new jobs. There's been significant amount of blight remediation as they will be using—they have set WBE/MBE/LBE goals on this project.

Based on those kinds of site constraints, typically we like to stay within policy, which is 75% abatement for 10 years. Because of those site constraints and just what it means to us to get this problem property into good use and on the tax rolls eventually would be really, really quite significant. We suggest or recommend the additional 5%, which would make this project move forward, so 80% abatement for 10 years.

Tax Impact of Expansion Project

Overview	Tax Impact
Current Taxes Collected Annually	\$16,023
Projected Annual Taxes during Abatement (Years 1-10)	\$50,739
Projected Annual Tax after Abatement (Year 11)	\$253,696

Taxing jurisdictions receive an average 23% return on investment.

Currently, just kind of a little snapshot of what we're looking at in terms of tax impact. Currently, they were collecting \$16,000 on this property as it has been vacant. Even during the abatement period, so that's for the next 10 years, we'll see approximately \$50,000 coming off this project. That's a nice addition. Once the abatement rolls off in year 11, we're all the way up to \$250,000 annually.

I would also like to mention that all taxing jurisdictions—with all property tax IRBs, we do go through a cost benefit analysis. All taxing jurisdictions in this area will benefit from this. It's an average of 23% return on the investment, which is not bad.

January 21, 2020

For Consideration:

- Public Hearing
- Resolution of Intent to issue IRB's in the amount not to exceed \$5,500,000 for the benefit of Premier Investments, L.L.C.

What we're looking for today would be calling a public hearing at the full Commission on January 30th. Then we request your approval for the resolution of intent to issue bonds not to exceed \$5.5M.

I will turn it over to the property owners to add whatever.

Bill Wilhite, Premier Investments, said we plan on building, like she said, an 80,000 square foot building. It's going to be 20 dock doors, 2 drive-ins. Right now, we're working with the KCS to add rail to the building. The demand for rail service to buildings seems to be up there.

What makes this building, we think, marketable too is that with the land that goes with the building, we think we can—and where it's located it's behind so it won't be an eyesore. Hopefully, we can get some company that would need some outside storage.

Like she said, the real problem is, the first thing the tenant sees, or a perspective customer sees, is a train blocking the tracks. We're hoping that the benefit of a marketable priced building and with the land that comes with it, that we can fill it up. We have all the confidence in the world in doing that.

I sent her some drawings. I guess the site is too big. If you want to see them, I can show them the old fashion way. I can show them to you or leave them with you. **Ms. Carttar** said no.

Chairman Burroughs asked, any questions of Mr. Wilhite? Mr. Wilhite, I'd just like to say that I want to echo the comments—go ahead, Commissioner Townsend. I'm sorry. I didn't see.

Commissioner Townsend said two questions. One, how long did you say the property had been vacant prior to their acquisition? **Ms. Carttar** said I could look it up, but it's been at least—**Mr.**

Wilhite said ‘08, I believe. **Ms. Carttar** said yes, it’s over a decade. **Mr. Wilhite** said yes, it was 10 years.

Commissioner Townsend asked, the nature of the use that you have in mind for the building? **Mr. Wilhite** asked, what? The nature of use? Industrial building for, hopefully—**Jim Butler, Premier Investments**, said warehousing—**Mr. Wilhite** said warehousing, light manufacturing, kind of like the whole area is.

Commissioner Townsend asked, at what point would you be marketing your building? Who do you see going into the building? **Mr. Wilhite** said people that would need industrial buildings for storage, distribution typically is what we see. A lot of times we’re seeing in that area are suppliers for construction. People, maybe lumber, that needs outside storage of that kind of commodity. **Commissioner Townsend** said all right. Thank you. You don’t have any tenants right now? **Mr. Wilhite** said no, ma’am. This is purely speculative.

Commissioner McKiernan said I really appreciate this. I want to say that I really appreciate and value this offer coming forward. I’m very supportive of it. On the day that you tore down the old Midwest Cold Storage, you improved that lot 1,000%. That was a significant source of blight and a significant source of crime for that neighborhood. Eliminating that building was an immediate improvement on that site. I’m very supportive of this.

People who have talked to me lately know that I am really not in favor of any project receiving 100% incentive or 100% abatement. This project does not ask that and I very much appreciate that. Any new development, no matter how good it is, is going to put a strain on the infrastructure around it. This project will materially contribute to that infrastructure from day one by tripling the amount of taxes we get off the property from day one, and then going up substantially when the abatement period is over. So, I really appreciate the fact that you are contributing both in terms of the building and the jobs, but also contributing in terms of our ability to support the building and the jobs.

The other reason that I’m really supportive of this is because of the developer, because of the property owner here. This is a family, this is a company that’s been in Armourdale since mid-50s, if I remember. **Mr. Wilhite** said yes. It’s been there quite a while. **Commissioner McKiernan** said if not mid-50s, at least early ‘60s. You are a company that has stayed with Kansas City, Kansas. You have consistently invested in Armourdale and Kansas City, Kansas.

You always have really high quality developments that you support and take care of and employ a lot of folks in Armourdale and some other areas. For that, I very much appreciate your long-term commitment to us and this plan for this, which I fully support.

Mr. Butler said for information for the committee, this is a second generation Wilhite. Mr. Wilhite's father commenced this so that's why he can look at it and say it's been there for a long time.

BPU Board Member Bryant said I just have kind of a logistical question. Looking at it from a satellite view, is the only access to this property coming from 5th St.? **Mr. Wilhite** said correct. **BPU Board Member Bryant** asked, so they won't be able to come in through Osage? **Mr. Wilhite** said no, just 5th St. **BPU Board Member Bryant** asked, from that direction, they'll be able to come in with the tractor-trailers, right? **Mr. Wilhite** said yes. There's another industrial building just up the street that have tractor-trailers. **BPU Board Member Bryant** said all right. Thank you.

Chairman Burroughs asked, any other questions, comments? Mr. Wilhite, I just want to say, again, thank you. Your buildings are well maintained. As Commissioner McKiernan clearly articulated, you have demoed an eyesore, which is something that expedited the re-use of that property. You were willing to confront some of the site challenges.

The only question I would have is, how large is the building compared to the footprint? **Mr. Wilhite** asked, the one I tore down or do you mean for the site? **Chairman Burroughs** said the one that's proposed. **Mr. Wilhite** said the site is 13 acres. The footprint of the building is 80,000 square feet. It's sitting on 13 acres. We would have liked to build a bigger building, but the setbacks and it's a narrow property, it wasn't a possibility. **Chairman Burroughs** said thank you for that.

BPU Board Member Bryant asked, in comparison to the cold storage that was there, how big is it? **Mr. Wilhite** said the cold storage was multiple stories. **BPU Board Member Bryant** asked, but the ground floor, what was the square footage on it? **Mr. Wilhite** said the ground floor,

probably 180. **BPU Board Member Bryant** said so it's about half the size of that. **Mr. Wilhite** said yes.

Action: **Commissioner McKiernan made a motion to approve as submitted, seconded by Commissioner Johnson.**

Chairman Burroughs said there's been a motion and a second. I do want to be mindful that if there's anyone in the audience who would care—anybody from the public care to speak to this issue? As you approach, please state your name and point of residency.

Greg Kindle, Wyandotte Economic Development Council, resident of Kansas City, said it looks like this is going in the right direction. This year, 2020, I made a resolution that we would be much more vocal about our support, or not, of projects. This is one that we have been very much involved with, with Katherine, the Wilhite family, and Premier Investments.

We are obviously very supportive of this, but I think I should explain probably why. We would be in support of going above the traditional 75% property tax abatement policy and that's because largely because of reasons that are already laid out.

I think it's also important to note that this facility has been sitting there for over a decade not paying any taxes, largely in arrears. We have very few developers who would have spent as many years, literally years, trying to get this property obtained to knock it down and clean it up. Frankly, if this property were in any other location, I don't know that you would spend as much time trying to get it cleaned up and making your part, as well as the rest of that part of Armourdale, look as good as it does. All of your buildings look fantastic.

One of the things that we do, as you know, is survey companies on a regular basis. Consistently, the clients that are inside the Premier Investments business park rate their services: the quality of the park, the quality of the services, higher than anywhere else in rest of the county on a regular basis. That's to be commended.

The other thing that I think should be commended and one of the reasons that we supported this idea of a higher property tax abatement, in light of all the other issues of spending \$750,000 to begin with to demolish the site, to have a constrained site for construction, is the fact that they are, in fact, locally owned.

We do not anticipate that this building will ever be sold to a reed or somebody outside of the community and that means a lot to all of us. I think if nothing else, it's worth supporting our local companies and our local investors. I appreciate what you all are doing.

I just want to go on record this year of saying we are supportive of this kind of project.

Ms. Carttar said if I could just add onto something that Mr. Kindle mentioned. We actually do have the third generation of Wilhite's here in the audience. I think we are fairly confident that this is going to remain a very active KCK family-run company.

Chairman Burroughs asked, do they have any future plans they want to bring forward tonight? I will speak for myself personally. I truly believe that this is what partnerships are all about when you have the kind of developments that you have put forward in our community, those working relationships, the respect you have for our community, and the respect we have for you. It's a shared mutual respect, and I believe our policies reflects that in the design of your building and your commitment to do it in Wyandotte County reflects that.

With that, we had a motion and a second. I'd ask the Clerk to call roll.

Roll call was taken on the motion and there were five "Ayes," Bryant, Johnson, Townsend, McKernan, Burroughs.

Chairman Burroughs said thank you for that, committee. Mr. Wilhite, thank you. **Mr. Wilhite** said thank you all.

Item No. 2 – 191070...PRESENTATION: DELINQUENT TAX SALES

Synopsis: Presentation on delinquent tax sales and adjustment of tax sale dates beginning in 2020, submitted by Jenna Hillyer, Delinquent Real Estate Manager.

Tax Sales

- Each tax sale has the desired result of a significant increase in tax payments in the Treasury Division from individuals redeeming the parcel from the tax sale
- The current schedule, which includes April and December, coincides with the busiest time of the year for tax collections in Treasury with the first half tax payments due December 20th and the second half due May 10
- Shifting the tax sales to January, June and October avoids the traditional tax payment seasons and spreads the workload to slower time periods
- The shift is not a move away from 3 tax sales a year, it simply realigns them

2

Jenna Hillyer, Delinquent Real Estate Manager, said basically, what we discovered in the last year that I've been the manager is that there is an overlap between the tax sales that we have set up and two times a year the taxes are due. This is putting an undue strain on the Treasury Department because they're getting customers who are coming in and paying their taxes and also who are coming in and trying to redeem so they get out of a sale.

We have made a decision to move the sales back a month so that there's not that overlap with those two sales. What would have been April and then August and December is going to be January, June and October. What that's going to mean for this upcoming year is there are only going to be two tax sales in 2020. We're going to have the one in April and then we're going to have one in August.

Tax Sales

Dates for 2020 and 2021 tax sales:

April 9th, 2020
 August 27th, 2020
 January 14th, 2021
 June 3rd, 2021
 October 7th, 2021

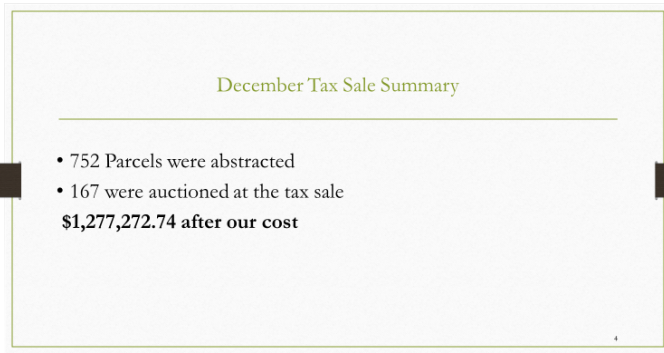
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We're going to proceed in 2021—this is our new schedule, with one in mid-January. This would be the new schedule from here out. There won't be any overlap with taxes that are due in December or taxes that are due in May. We're hoping that will take off some of the strain with Treasury and deliver better customer service.

That is our plan.

January 21, 2020

Chairman Burroughs asked, any questions? I just have one question. Will this have any bearing at all on the Commission working on their yearly budget proposals? **Ms. Hillyer** said I don't believe so.



December Tax Sale Summary

- 752 Parcels were abstracted
- 167 were auctioned at the tax sale

\$1,277,272.74 after our cost

4

Just a quick update, if you're interested. This is a summary of our December tax sale. We had 752 parcels that were abstracted, which just means they were delinquent in taxes. Only 167 of those went to the tax sale. That was our revenue after the sale. So, people are coming in and paying taxes. This is demonstrating that there is a burden being placed on Treasury because people are actually showing up and doing this and taking care of these things. That's a lot of work between both offices.



April Tax Sale Current Status

- 751 Parcels were abstracted
- 679 remain in the sale

\$110,271.43 for delinquent taxes received before notifications were sent out for April sale

5

Here is where we stand currently with our April tax sale; brand new. We are just, today, we finished up our certified mail that's going out. We already had over \$100,000 come in in delinquent taxes before people were even notified. People are catching on to something they need to do. I think this is a really good move for us. It's just going to delay one sale this year and then we're back on track with three.

That is it from Delinquent Real Estate. Any questions?

Commissioner McKiernan said just a couple of comments. First of all, it makes sense as to why you're doing this, especially as it relates to the timing of this relative to the other tax payments, both from the residents' part in terms of paying those taxes and Treasury's part in terms of collecting those.

What I have come to find out, and you correct me if I'm wrong, but for some people, this is a good reminder that the agreement they made when they sought to own property was that they would pay property taxes. Many people use this as the reminder to go fulfill that obligation. If we can shift that to a time that is neither so busy nor so financially constrained for anybody involved, I think it makes great sense.

From my perspective, so be it that we happen to miss one sale. If I remember correctly, we used to only have two and went up to three. **Ms. Hillyer** said correct. **Commissioner McKiernan** said so, it's not that we're falling below our historical schedule. For all the reasons that you put out, I fully endorse this. **Ms. Hillyer** said thank you.

Chairman Burroughs asked, is that a motion? This is for information purposes only. You were just on a roll there, Commissioner. Are there any other questions or comments? Does anyone from the public wish to address this item? Seeing none, this is for information purposes only.

Action: For information only.

Adjourn

Chairman Burroughs adjourned the meeting at 6:06 p.m.

cg



Staff Request for Commission Action

Tracking No. 2026

Full Commission Meeting Date: 3/12/20

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/2/20

(If none, please explain):

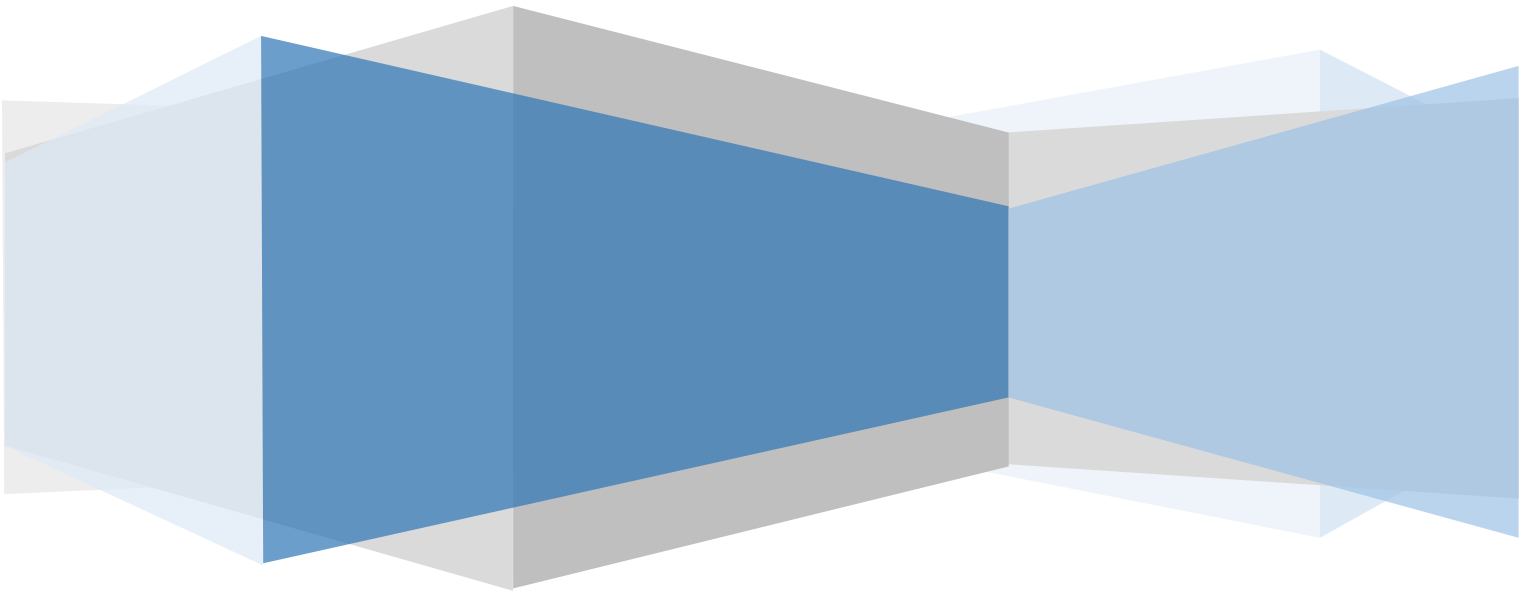
Publication Required: No

<u>Date:</u> 2/18/2020	<u>Contact Name:</u> Kathleen VonAchen	<u>Contact Phone:</u> x5186	<u>Contact Email:</u> kvonachen@wycokck.org	<u>Department/Division:</u> Finance
<u>Item Description:</u> 2020 Comprehensive Fee Schedule of the Unified Government, submitted by Kathleen VonAchen, Chief Finance Officer.				
<u>Action Requested:</u> <i>For information only</i>				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 2020 Revised Format Comprehensive Fee Schedule				



COMPREHENSIVE FEE SCHEDULE

Effective January 1, 2020



SPECIAL PROVISION

In instances where there is no fee specified for a permit, license, or other entitlement, the fee shall be costs that include an indirect cost allocation calculated by the Finance Department.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

COMPREHENSIVE FEE SCHEDULE

APPRAISER	5
AREA AGENCY ON AGING	6
BUILDINGS & LOGISTICS	7-9
COMMUNITY CORRECTIONS	10
COUNTY CLERK	11
DELINQUENT REVENUE	12
DISTRICT ATTORNEY	13
ECONOMIC DEVELOPMENT	14
ELECTION	15-16
FINANCE	17
FIRE DEPARTMENT	18-19
HEALTH DEPARTMENT	20-32
HISTORICAL MUSEUM	33
MUNICIPAL COURT	34
NEIGHBORHOOD RESOURCE CENTER	35-61
PARKS & RECREATION	62-65
POLICE DEPARTMENT	66-68
PUBLIC WORKS	69-74
REGISTER OF DEEDS	75-76

SHERIFF DEPARTMENT	77
TRANSIT	78
URBAN PLANNING & LAND USE	79-81

Appraiser

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	RESEARCH TIME		
	Clerical	Per hour	\$24.83
	Appraiser/Supervisor	Per hour	\$35.04
	Programmer/programming	Per hour	\$35.04
	Computer processing/run time	(included)	
II.	MEDIUMS		
	Copies	Per page in excess of 5 pages	\$0.25
	Fax	Per page	\$1.00
	Flash Drive	Each	\$10.00
	Compact Disc	Each	\$1.00
	Jewel case & mailer	Each	\$0.95
	CAMA data file	Each	\$100.00
	Postage		Actual
III.	ORTHO PHOTOGRAPHY/MAPS		
	Oblique (screen print, color)	Per page (8.5x11)	\$1.00
	Parcel (screen print, color)	Per page (8.5x11)	\$1.00
	Parcel (screen print, black & white)	Per page (8.5x11)	\$0.50

Area Agency on Aging

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	STATE REIMBURSEMENTS	Per assessment	\$100.00
II.	MEALS ON WHEELS HOME DELIVERED MEAL SUGGESTED DONATION ¹	Per Meal	\$3.50
III.	NUTRITION SITE SUGGESTED DONATION ¹		
	Under 60	Per Meal	\$6.50
	60 or over	Per Meal	\$3.00

¹ Suggested donation

Buildings & Logistics

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	MEMORIAL HALL¹		
	A. AUDITORIUM		
	Standard Fee		\$5,000.00
	Non-Profit #1		\$2,600.00
	Non-Profit #2		\$750.00
	B. BALL ROOM		
	Standard Fee		\$2,000.00
	Non-Profit #1		\$1,000.00
	Non-Profit #2		\$500.00
	C. LOBBY		
	Standard Fee		\$750.00
	Non-Profit #1		\$350.00
	Non-Profit #2		\$250.00
	D. DINING HALL		
	Standard Fee		\$550.00
	Non-Profit #1		\$250.00
	Non-Profit #2		\$150.00
II.	PARKING METER COLLECTIONS	2 hours maximum:	
		Per 3 min	\$0.05
		Per 6 min	\$0.10
		Per 15 min	\$0.25
III.	PARKING LOT RECEIPTS		
	0 – 1 Hour		\$1.00
	1 – 2 Hours		\$2.00
	2 – 3 Hours		\$3.00
	3 – 4 Hours		\$4.00
	4 – 5 Hours		\$5.00
	5 – 6 Hours		\$6.00
	6 – 7 Hours		\$7.00
	7 – 8 Hours		\$8.00
	Lost Ticket		\$8.00
IV.	MONTHLY PERMITS²	Per month	
	GARAGE A		
	UG employees		\$35.00
	Non-UG invoiced customer		\$35.00
	Public		\$35.00
	Group purchases of 25+		\$26.25

Buildings & Logistics

	DESCRIPTION OF SERVICES	UNIT	FEE
	GARAGE C		
	UG employees		\$35.00
	Non-UG invoiced customer		\$35.00
	Public		\$35.00
	Group purchases of 25+		\$26.25
	GARAGE D		
	UG employees		\$26.25
	GARAGE E		
	UG employees		\$26.25
	GARAGE F		
	UG employees		\$26.25
	LOT A, 7 th & State Ave		
	UG employees		\$35.00
	Non-UG invoiced customer		\$35.00
	Public		\$35.00
	Group purchases of 25+		\$26.25
	LOT C, 7 th & Armstrong		
	UG employees		\$35.00
	Non-UG invoiced customer		\$35.00
	Public		\$35.00
	Group purchases of 25+		\$26.25
	LOT D, 7 th & Ann		
	UG employees		\$26.25
	LOT E, 6 th & Barnett		
	UG employees		\$26.25
	Upper Level- Public Parking		<i>See Parking Lot Receipts</i>
	LOT F, 6 th & Barnett		
	UG employees		\$26.25
	LOT 1, 700 block of Tauromee Ave & 8 th Street		
	UG employees		\$18.75
	Non-UG invoiced customer		\$50.00
	LOT 2, 700 block of Barnett Ave		
	Public Parking		<i>See Parking Lot Receipts</i>
	LOT 3, 6 th & Barnett		
	UG employees		\$18.75
	Non-UG invoiced customer		\$25.00
	Group purchases of 25+		\$18.75

Buildings & Logistics

	DESCRIPTION OF SERVICES	UNIT	FEE
	LOT 4, 4 th & State Ave Public Parking		Free
	LOT 5, 6 th & Nebraska Public Parking		Free
	LOT 6, 5 th & Armstrong UG employees		Free
	Public Parking		Free

¹ This Fee Schedule is based on past assessments conducted by the Dept. of Buildings & Logistics, as requested by specific groups looking for Rental Relief. These determinations have been and are currently made on an individual basis which considers provisions and or amenities provided by the Department (Lessor) to facilitate the Lessees' Event. This Fee Schedule is a representation of the majority of the Contracted Events at Memorial Hall and is subject to change, based on future conditions and/or circumstances. Any fees that are waived must be approved by the City Administrator and/or their Staff.

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Community Corrections

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	HOUSE ARREST FEES	Per Day	\$10.00

County Clerk

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	KANSAS OPEN RECORD ACT FEES		
	STAFF TIME		
	Administrative	Per hour in excess of 15 minutes	\$24.83
	Professional		\$35.04
	<i>In addition to Staff time the following charges will be assessed:</i>		
	Electronic form data	Base Fee	\$15.00
	Copy of records produced by outside vendor		Actual cost
	Mailing of Record		
	5 pages or less	Per page	No additional charge
	6 pages or more	Per page	\$0.25
	Certification of record		
	5 pages or less	Per page	No additional charge
	6 pages or more	Per page	\$0.25

Delinquent Revenue

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	DOCUMENT/PREPARATION/ ATTORNEY FEES		
	Abstracting Fee	Per Parcel	\$125.00
	Court Cost	Per Parcel	\$100.00

District Attorney

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	DIVERSION APPLICATION		
	Traffic	Per application	\$50.00
	Worthless Check (Misdemeanor)	Per application	\$90.00
	Criminal (Misdemeanor)	Per application	\$90.00
	Criminal (Felony)	Per application	\$100.00
	DUI (Misdemeanor)	Per application	\$125.00
	Drug Diversion	Per application	\$130.00
II.	DIVERSION SUPERVISION		
	Traffic	Per Case	Varies
	Worthless Check (Misdemeanor)	Per Case	\$100.00
	Criminal (Misdemeanor)	Per Case	\$200.00
	Criminal (Felony)	Per Case	\$300.00
	DUI (Misdemeanor)	Per Case	\$250.00
	Drug Diversion	Per Case	\$0.00

Economic Development

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	ORIGINATION FEES¹ $\leq \$10,000,000$ $\$10,000,001 - \$25,000,000$ $\geq \$25,000,001$	.400% x par amount .250% x par amount .125% x par amount	
II.	IRB / NRA APPLICATION FEES² Existing Business Application Fee New Business Application Fee		\$1,000.00 \$2,000.00
III.	MONITORING FEE³	Per year base; can increase based on size of project	\$1,000.00
IV.	LANDBANK FEE⁴	Per offer	\$50.00

¹ IRB's only, exclusive of EDX. Applicants for Tax Abatement shall reimburse the Unified Government for all costs associated with all legal publication notices, application fees to the Court of Tax Appeals, the Unified Government's Bond counsel fees, and all other miscellaneous costs.

² For issuance of Private Activity Bonds or EDX abatement

³ For IRB/EDX

⁴ Non-refundable

Election

[illegible]

Election

	DESCRIPTION OF SERVICES	UNIT	FEE
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¹ *Kansas Ethics Commission*

Finance

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	AUTO LICENSES PERMIT	Per Permit	\$8.00 (\$7.75 State/.75 UG)
II.	TREASURER FEES		
	Walk-in renewals	Per renewal	\$5.00
	A. TITLES		
	Duplicate (Lost the original title)	Per title	\$10.00 (\$8 State/\$2 UG)
	Secure (add a lien to vehicle title)	Per title	\$11.50 (\$8 State/\$3.50 UG)
	Junking Certificate	Per certificate	\$10.00 (\$8 State/\$2 UG)
	Salvage Title	Per title	\$10.00 (\$8 State/\$2 UG)
	Repo Title	Per title	\$1300 (\$8 State/\$5 UG)
III.	AUTO LICENSE FEES		
	A. LOST OR STOLEN LICENSE PLATES	Per plate	\$3.00-\$3.50
	B. SPECIAL PLATES		
	Personalized Plates	Per plate 7 letters and/or numbers. No dashes or quotations.	\$45.50 (\$40.50 State/\$5 UG)
	Disabled Personalized Plates	Per plate 5 letters and/or numbers.	\$45.50 (\$40.50 State/\$5 UG)
	Antique Personalized Plate ¹	Per plate 7 letters and/or numbers.	\$45.50 (\$40.50 State/\$5 UG)
	Amateur Radio Operator ²	Per plate	\$6.50
	Special Interest Plate ³	Per plate	\$25.50
	Street Rod Plate ²	Per plate	\$5.50
	C. REGISTRATION RENEWAL		
	Passenger Renewal	Per registration	\$42.25 (\$36.50 State/\$5.75 UG)
	Truck Renewal	Per registration	\$52.25 (\$46.50 State/\$5.75 UG)
IV.	GARNISHMENT FEES	Per paycheck	\$5.00 (max \$10/month)

¹ Vehicle must be 35 years old or older, must be as close to the original as possible, and registered as an antique.

² Copy of ARO license required.

³ Must be collector with State of Kansas. Vehicle must be 20 years or older and NOT modified.

Fire Department

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	EMS EVENT FEES		
	High School	Per event	\$400.00
	Other	Per hour	\$200.00
II.	EMS MEMBERSHIPS		
	Individual	Per year	\$35.00
		Per 2 years	\$65.00
	Family	Per year	\$49.00
		Per 2 years	\$95.00
III.	EMS USE CHARGES		
	Emergency ALS/BLS		\$850.00
	Non-emergency ALS/BLS		\$550.00
	Emergency ALS 2		\$1,150.00
	Treat w/o transport (TNT)		\$220.00
	Ground mileage	Per mile	\$12.00
IV.	EMS REPORTS		
	EMS run reports for legal filing/requests	Per hour	Admin assist rate
	EMS billing reports for legal filing/requests	Per hour	Admin assist rate
	EMS report postage fees		USPS rate
V.	FIRE REPORTS		
	Fire Reports/NFIR basic report	Per report	\$10.00
	Fire Investigation report	Per report	\$20.00
	Additional copies	Per page	\$0.25
	CD/DVD disc of pictures/videos	Each	\$25.00
	Postage/Handling fees		\$5.00

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	RETAIL GROCERY LICENSE		
	Retail Food Application	Per Application	\$65.00
	Retail Grocer Annual Food Permit	>3,000 sf	\$135.00
		<3,000 sf	\$75.00
	Ice Cream Truck – New Application	Per Truck	\$90.00
	Ice Cream Truck - Renewal	Per Truck	\$75.00
II.	CHILD CARE LICENSE		
	Licensed Day Care		\$110.00
	Group Day Care		\$110.00
	License Capacity	13-25	\$160.00
		26-50	\$185.00
		51-75	\$210.00
		76-100	\$235.00
		101-125	\$260.00
		126-150	\$285.00
		151-175	\$310.00
		176-200	\$335.00
	Orientation Fee		
	Day Care Homes		\$10.00
	Child Care Homes		\$25.00
	Preliminary Site Visit/Consultation Fee		\$50.00
	Inservice Training Class ¹		
	Pre-registered		\$5.00
	Same Day registration		\$10.00
	KDHE Requested Compliance Checks		\$30.00
	Amendment Fee		\$35.00
III.	SWIMMING POOL PERMIT		
	Seasonal	Per first swimming pool	\$150.00
	Seasonal	Per additional wading pool and spa	\$100.00
	Continuous	Per first swimming pool	\$300.00
	Continuous	Per additional wading pool and	\$200.00
IV.	WASTEWATER HAULING PERMIT	Per Truck	\$150.00
V.	PRIVATE WASTEWATER INSTALLATION		
	Installer Qualifying Exam	Once per Code update	\$65.00
	Annual Installer License	Per year	\$125.00
	Soil Profile load rating (perk rate)	Per Inspection	\$200.00
VI.	SEPTIC TANK INSPECTION PERMIT		

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	New Septic Systems	Per Inspection	\$300.00
	Repair Septic Tank or Lateral Fields	Each	\$150.00
		Both	\$300.00
	Percolation Testing	Per Test	\$100.00
VII.	HOME LOAN INSPECTION FEE	Per Inspection	\$200.00
VIII.	LATE FEE²		\$50.00
IX.	MEDICAL FEES & CHARGES³		
	Visits		
	Brief Nursing visit, 5min	Each	\$20.00
	Nursing assessment/evaluation	Each	\$30.00
	Visit-IUD insertion	Each	\$100.00
	Visit-IUD removal	Each	\$50.00
	Implant Insertion	Each	\$75.00
	Implant Removal	Each	\$150.00
	Implant Removal & Reinsertion	Each	\$200.00
	Warts; vulvar, simple	Each	\$102.00
	Warts; vulvar, extensive	Each	\$160.00
	Warts; vaginal, simple	Each	\$89.00
	Warts; vaginal, extensive	Each	\$153.00
	Warts; penis, simple	Each	\$87.00
	Warts; penis, extensive	Each	\$153.00
	Annual gynecological; NEW PT	Each	\$110.00
	Annual gynecological; EST PT	Each	\$100.00
	Annual gyn, breast w/o pelvic	Each	\$50.00
	NP OV, New, 10min	Each	\$40.00
	NP OV, New, 20min	Each	\$45.00
	NP OV, New, 30min	Each	\$50.00
	NP OV, New, 45min	Each	\$55.00
	NP OV, New, 60min	Each	\$60.00
	NP OV, Est, 10min	Each	\$35.00
	NP OV, Est, 15min	Each	\$40.00
	NP OV, Est, 25min	Each	\$45.00
	NP OV, Est, 40min	Each	\$50.00
	NP Preventative Med Counseling, 30min	Each	\$35.00
	NP Preventative Med Counseling, 60min	Each	\$40.00
	Diabetic Management, Nurse	Each	\$32.50
	Care Management, 20min	Each	\$30.00

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Health & Behavior Assessment, 15min	Each	\$25.00
	Lactation Class	Each	\$0.00 ⁴
	Health Risk Assessment, patient focused	Each	\$5.00
	Health Risk Assessment, caregiver focused (department screening)	Each	\$5.00
	Smoking Cessation, non-physician (MCAID)	Each	\$20.00
	Smoking Cessation, 3-10MIN (PVT)	Each	\$14.00
	Smoking Cessation, >10MIN (PVT)	Each	\$28.00
	Smoking Cessation, 3-10MIN (MCARE)	Each	\$14.00
	Smoking Cessation, >10MIN (MCARE)	Each	\$28.00
	Home Visits	Each	\$60.00
	Patient Education (MCAID)	Each	\$0.00 ⁴
	Patient Education (PVT)	Each	\$0.00 ⁴
	Dietician, Initial (PVT)	Each	\$22.00
	Dietician, Follow-up Assessment (PVT)	Each	\$20.00
	Dietician, Initial	Each	\$50.00
	Dietician, Follow-up Assessment	Each	\$50.00
	Dietician, Counseling	Each	\$20.00
	Preventative Medicine Visits		
	Late childhood (5-11 years)	Each	\$55.00
	Adolescent (12-17 years)	Each	\$55.00
	18-39 years	Each	\$55.00
	40-64 years	Each	\$55.00
	In-House Labs		
	Chlamydia amplified probe	Each	\$42.00
	Dark Field	Each	\$0.00 ⁴
	Gonorrhoeae amplified probe	Each	\$42.00
	Gram stain	Each	\$6.00
	GTT2	Each	\$20.00
	Additional, GTT	Each	\$5.25
	Hep. B surface antigen	Each	\$0.00 ⁴
	Hep C. (KDHE)	Each	\$0.00 ⁴
	Herpes Culture; Virus isolation	Each	\$0.00 ⁴
	Hgb, Hemoglobin	Each	\$5.00
	HIV Antibody	Each	\$20.00
	HIV Rapid	Each	\$10.00
	Lead Screening	Each	\$15.00
	Pap; slides, cervical or vaginal; manual screening	Each	\$0.00 ⁴

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Pregnancy Test, blood	Each	\$9.00
	Pregnancy Test, urine	Each	\$9.00
	RPR; Syphilis test; qualitative	Each	\$10.00
	Rubella Antibody	Each	\$0.00 ⁴
	Thin prep or layer cytopathology, cervical or vaginal	Each	\$0.00 ⁴
	UA non-automated w/o microscopy	Each	\$5.00
	Wet mount for infections agents (KOH Preps)	Each	\$7.00
	Antibiotics		
	Amoxicillin	Each	\$0.09
	Azithromycin	Each	\$0.00 ⁵
	Bactrim	Each	\$0.15
	Clindamycin	Each	\$5.69
	Clindamycin 300mg capsules	Each	\$0.12
	Clotrimazole 1%	Each	\$2.23
	Doxycycline 100mg	Each	\$0.00 ⁵
	Doxycycline 100mg PRIVATE STOCK	Each	\$0.42
	Diflucan (fluconazole)	Each	\$0.50
	Macrobid (PVT STOCK)	Each	\$2.60
	Metrogel	Each	\$3.49
	Metronidazole 500mg tabs	Each	\$0.21
	Provera (PVT STOCK)	Each	\$0.84
	Terazol cream, 8%	Each	\$2.99
	Terazol cream, 4%	Each	\$3.82
	Contraception		
	Diaphragm	Each	\$22.00
	Gel	Each	\$1.50
	Low Ogestrel	Each	\$10.00
	Lutera/Sonyx	Each	\$4.47
	Micronor	Each	\$0.28
	Nor-QD	Each	\$0.29
	Ring - NuvaRing	Each	\$15.79
	Patch - Xulane	Each	\$24.14
	Cryselle (otogestrel)	Each	\$4.75
	Orthocycline	Each	\$0.28
	Orthotricycline	Each	\$0.28
	Ortho-Tricycline Lo	Each	\$0.28
	Orsythia (levlite/lutera)	Each	\$3.10

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Foam	Each	\$8.16
	Injections		
	Bicillin LA 1.2 MU	Each	\$0.00 ⁵
	Depo Provera, 50MG, 150units	Each	\$24.00
	HPV, Human Papilloma Virus	Each	\$0.00 ⁵
	Rhogam	Each	\$58.54
	Rocephin (Ceftriaxone)	Each	\$0.00 ⁵
	LARCs		
	Administration Fee	Each	\$14.80
	IUD - Liletta	Each	\$50.00
	IUD - Mirena	Each	\$322.25
	Nexplanon Implant	Each	\$399.00
	IUD - ParaGard	Each	\$249.35
	Vitamins		
	Calcium (Calcarb)	Each	\$1.43
	Iron, prenatal	Each	\$1.26
	Vitamins, prenatal	Each	\$2.59
	Other		
	Condoms	Each	\$0.00 ⁵
	Emergency Contraceptives-ELLA	Each	\$20.00
	Emergency Contraceptives-Next Choice	Each	\$5.25
	Emergency Contraceptives-Plan B	Each	\$3.92
	Adult Immunizations		
	Influenza, Quadravalent	Each	\$15.20
	Hep A&B	Each	\$115.00
	Hep A, adult	Each	\$85.00
	Hep A, ped/adol 2-dose	Each	\$40.00
	Hep B, 3-dose	Each	\$70.00
	HPV	Each	\$260.00
	IPV	Each	\$55.00
	MMR	Each	\$100.00
	MCV4	Each	\$145.00
	PNE	Each	\$125.00
	TD	Each	\$55.00
	TDA	Each	\$65.00
	Typhoid, oral	Each	\$80.00
	Typhoid, oral	Each	\$140.00

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Varicella	Each	\$175.00
	Yellow Fever	Each	\$210.00
	Administration, 1st vaccine	Each	\$20.00
	Administration, each additional vaccine	Each	\$20.00
	Prenatal Classes ⁶		
		Initial	\$50.00
		Class 2	\$10.00
		Class 3	\$10.00
		Class 3	\$10.00
		Class 4	\$10.00
		Class 5	\$10.00
		Class 6	\$10.00
X.	LABORATORY FEES¹⁴		
	Amoxicillin	Each	\$0.09
	Clindamycin 300mg CAPSULES	Each	\$0.12
	Bactrim	Each	\$0.15
	Depo-provera 150mg	Each	\$0.21
	Metronidazole 500mg tabs	Each	\$0.21
	Metronidazole 250mg tabs	Each	\$0.28
	Micronor nor-qd	Each	\$0.29
	Difulcan/fluconazole	Each	\$0.50
	Prenatal iron #100	Each	\$1.26
	Calcium	Each	\$1.43
	Clotrimazole 1% cream	Each	\$2.50
	Prenatal vitamins #100	Each	\$2.59
	Terazol 8% (terconazole)	Each	\$2.99
	Ortho cycline	Each	\$3.33
	Ortho tri-cyclen	Each	\$3.35
	Micronor	Each	\$3.80
	Terazol 4% (terconazole)	Each	\$3.82
	Metrogel	Each	\$4.31
	Lutera (levlute)	Each	\$4.47
	\$5 copay	Each	\$5.00
	Dot drug observation	Each	\$5.00
	Hemoglobin	Each	\$5.00
	Uristix	Each	\$5.00
	Emergency contraception-next choice	Each	\$5.25

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Emergency contraceptives	Each	\$5.25
	Gtt add specimen	Each	\$5.25
	Clindamycin	Each	\$5.69
	Gram stain	Each	\$6.00
	Ortho-tricycline lo	Each	\$6.04
	Glucose fingerstick	Each	\$7.00
	Wet mount, koh preps	Each	\$7.00
	Iron	Each	\$7.50
	Iron-tibc	Each	\$7.50
	Pregnancy test urine	Each	\$9.00
	Services of qualified nursing aid up to 15 minutes	Each	\$9.00
	\$10 copay	Each	\$10.00
	Class #2	Each	\$10.00
	Class #3	Each	\$10.00
	Class #4	Each	\$10.00
	Class #5	Each	\$10.00
	Class #6	Each	\$10.00
	Hiv -1/2 rapid	Each	\$10.00
	Low ogestrel	Each	\$10.00
	LPN Services, up to 15 minutes	Each	\$10.00
	Migrant copay	Each	\$10.00
	Pink immunization book	Each	\$10.00
	Syphilis test, qualitative, rpr	Each	\$10.00
	Syphilis test, qualitative, rpr	Each	\$10.00
	Tpl 2 hour gtt	Each	\$10.00
	Tpl group b beta strep culture	Each	\$10.00
	Fluzone	Each	\$10.20
	Targeted case management, 15 minutes	Each	\$11.00
	Microalbumin urine	Each	\$12.50
	Urine creatinine	Each	\$12.50
	Edw pap test	Each	\$14.42
	Imm adm, each additional	Each	\$14.80
	Imm adm, each additional	Each	\$14.80
	Imm adm, nurse	Each	\$14.80
	Imm adm, nurse	Each	\$14.80
	Intranasal adm	Each	\$14.80
	Intranasal adm	Each	\$14.80

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Intranasal, additional	Each	\$14.80
	Intranasal, additional	Each	\$14.80
	Therapeutic, prophylactic or diagnostic injection	Each	\$14.80
	Therapeutic, prophylactic or diagnostic injection	Each	\$14.80
	Basic metabolic panel	Each	\$15.00
	Cbc diff lc	Each	\$15.00
	Comp metabolic panel	Each	\$15.00
	Hemoglobin a1c	Each	\$15.00
	Hepatic function	Each	\$15.00
	Hepatic function	Each	\$15.00
	Ldh lactate dehydrogenase	Each	\$15.00
	Lipid panel	Each	\$15.00
	Preg. Test beta qual. Blood	Each	\$15.00
	Preg. Test beta quant. Blood	Each	\$15.00
	Rh genotype	Each	\$15.00
	RN Services, up to 15 minutes	Each	\$15.00
	Thyroxine t4 total	Each	\$15.00
	Tsh thyroid stimulating hormone	Each	\$15.00
	Tuberculosis test	Each	\$15.00
	Uric acid serum	Each	\$15.00
	Urinalysis w microscopy	Each	\$15.00
	Nuvaring vaginal ring	Each	\$15.79
	Health & behavior assessment, 15 minutes	Each	\$17.00
	5 min, minimal, est	Each	\$18.66
	Chest xray 1 view	Each	\$19.02
	\$20 copay	Each	\$20.00
	2-hr gtt	Each	\$20.00
	Afp estriol	Each	\$20.00
	Afp inhibin	Each	\$20.00
	Amylase serum	Each	\$20.00
	Antibody titer	Each	\$20.00
	Basic metabolic panel	Each	\$20.00
	Cbc	Each	\$20.00
	CBC w/DIFF QUEST	Each	\$20.00
	Chikungunya PCR	Each	\$20.00
	Comp metabolic panel	Each	\$20.00
	Comp metabolic panel	Each	\$20.00

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Crp- c reactive protein	Each	\$20.00
	Dengue PCR	Each	\$20.00
	Emergency contraception - ella	Each	\$20.00
	Est pt stdnd md	Each	\$20.00
	Folate	Each	\$20.00
	Hepatic function	Each	\$20.00
	Herpes simplex v ii	Each	\$20.00
	Herpes simplex v i	Each	\$20.00
	Hiv (eia/ifa)	Each	\$20.00
	Hiv lc	Each	\$20.00
	Nutritional counseling, dietitian visit	Each	\$20.00
	Reticulocyte count	Each	\$20.00
	Sed rate	Each	\$20.00
	Sensitivity for organism	Each	\$20.00
	Sti exam fee	Each	\$20.00
	Urine culture isolation	Each	\$20.00
	Urine culture qual	Each	\$20.00
	Visit, 5 min	Each	\$20.00
	Visit, 5 min, minimal	Each	\$20.00
	Zika PCR	Each	\$20.00
	Pap, liquid-based	Each	\$20.70
	Diaphragm	Each	\$22.00
	X-ray reading/consult	Each	\$23.00
	Xulane transdermal patch	Each	\$24.14
	\$25 copay	Each	\$25.00
	Afp	Each	\$25.00
	Antibody screen cc	Each	\$25.00
	Creatinine clearance	Each	\$25.00
	Ferritin	Each	\$25.00
	Hep b surface antibody	Each	\$25.00
	Rheumatoid arth factor	Each	\$25.00
	Rubella ab igg	Each	\$25.00
	Rubella ab igg	Each	\$25.00
	RUBELLA igg ANTIBOCY	Each	\$25.00
	Sedimentation rate	Each	\$25.00
	Thyroxine t4 free direct	Each	\$25.00
	Varicella titer igg	Each	\$25.00

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Varicella titer igg	Each	\$25.00
	Fluzone	Each	\$25.20
	X-ray reading	Each	\$25.30
	\$30 copay	Each	\$30.00
	Ana-anitnuclear antibody	Each	\$30.00
	Hep A, ped/adol, 3-dose	Each	\$30.00
	Hep b surface antigen	Each	\$30.00
	Lipase serum	Each	\$30.00
	Nursing assessment	Each	\$30.00
	Prostate sp ag serum	Each	\$30.00
	Cytopathology, interpretation by physician	Each	\$30.09
	Tb pill pickup brief nurse visit	Each	\$32.74
	Education & Counseling, 30 min	Each	\$35.00
	Hep b hbsab	Each	\$35.00
	Hep c antibody	Each	\$35.00
	Mumps titer	Each	\$35.00
	Mumps titer	Each	\$35.00
	OV, Est, 10 min	Each	\$35.00
	Prothrombin time	Each	\$35.00
	Rhogam	Each	\$35.00
	Rubeola ab igg	Each	\$35.00
	Vit b12	Each	\$35.00
	Education & Counseling, 60 min	Each	\$40.00
	Hep A, ped/adol, 2-dose	Each	\$40.00
	OV, Est, 15 min	Each	\$40.00
	OV, New, 10 min	Each	\$40.00
	Prolactin	Each	\$40.00
	Rubeola ab igg	Each	\$40.00
	Specimen handling - dna	Each	\$40.00
	10 min, focused, est	Each	\$41.12
	10 min, focused, new	Each	\$41.35
	Chlamydia, trachomatis amplified probe	Each	\$42.00
	Chlamydia, trachomatis amplified probe	Each	\$42.00
	Neisseria gonorrhoeae, amplified probe	Each	\$42.00
	Neisseria gonorrhoeae, amplified probe	Each	\$42.00
	Stnd nurse visit tb	Each	\$44.92
	H PYLORI igg ABS	Each	\$45.00

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	OV, Est, 25 min	Each	\$45.00
	OV, New, 20 min	Each	\$45.00
	Protein urine quant 24	Each	\$45.00
	Sed rate westerg.	Each	\$45.00
	T3 uptake	Each	\$45.00
	Edw hpv high risk types	Each	\$47.80
	Edw hpv	Each	\$47.87
	Annual gyn, breast w/o pelvic	Each	\$50.00
	Iud removal	Each	\$50.00
	Liletta	Each	\$50.00
	OV, Est, 40 min	Each	\$50.00
	OV, New, 30 min	Each	\$50.00
	Prenatal visit	Each	\$50.00
	Tpl initial labs	Each	\$50.00
	Implant insertion	Each	\$51.47
	Est pt, 18-39 yrs	Each	\$55.00
	Est pt, 40-64 yrs	Each	\$55.00
	Est pt, adolescent (12-17 yrs)	Each	\$55.00
	Hep a antibody titer	Each	\$55.00
	Hep b surface atb quant	Each	\$55.00
	Inactivated polio virus, sq/im	Each	\$55.00
	New pt, 40-64 yrs	Each	\$55.00
	New pt, adolescent (12-17 yrs)	Each	\$55.00
	New pt, 18-39 yrs	Each	\$55.00
	OV, New, 45 min	Each	\$55.00
	Tetanus diphtheria (Td), pf, 7yrs+, IM	Each	\$55.00
	TOXOPLASMA GONDII AB, igg	Each	\$55.00
	Cytomegalovirus ab	Each	\$60.00
	Herpes i/ii igg cc	Each	\$60.00
	OV, New, 60 min	Each	\$60.00
	Ova & parasites kd	Each	\$60.00
	Tdap, 7yrs+, IM	Each	\$65.00
	15 min, expanded	Each	\$69.09
	H PYLORI igm ABS	Each	\$70.00
	Hep B, 3-dose	Each	\$70.00
	Quantiferon	Each	\$70.00
	20 min, expanded, new	Each	\$70.81

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
	Cbe komen	Each	\$73.38
	Iud insertion	Each	\$75.00
	Toxoplasma gondii ab, igm	Each	\$75.00
	Vitamin d, 25-hydroxy	Each	\$75.00
	Oral typhoid	Each	\$80.00
	Hepa	Each	\$85.00
	Warts; penis, simple	Each	\$87.00
	Warts; vaginal, simple	Each	\$89.00
	Annual gyn, est	Each	\$100.00
	Measles/Mumps/Rubella, live, SQ	Each	\$100.00
	Warts; vulvar, simple	Each	\$102.00
	30 min, detailed, new	Each	\$102.32
	Implant removal	Each	\$108.32
	Annual gyn, new	Each	\$110.00
	Progesterone	Each	\$110.00
	Hepa / hepb	Each	\$115.00
	PPSV23, 2yrs+, SQ or IM (Pne)	Each	\$125.00
	Typhoid, vicps, IM (Typhim)	Each	\$140.00
	Meningococcal conjugate, menacwy	Each	\$145.00
	Warts; penis, extensive	Each	\$153.00
	Warts; vaginal, extensive	Each	\$153.00
	Implant removal & re-insertion	Each	\$159.79
	Warts; vulvar, extensive	Each	\$160.00
	Varicella, live, SQ	Each	\$165.00
	HPV, quadrivalent, 3-dose, 19+	Each	\$210.00
	Yellow Fever, live, SQ	Each	\$210.00
	Zoster (shingles), live, SQ	Each	\$235.00
	Paragard	Each	\$261.70
	Mirena	Each	\$322.25
	Chep	Each	\$325.00
	Chepq	Each	\$350.00
	Nexplanon etonogestrel	Each	\$364.00

¹ Not Refundable or transferrable

² Retail food permits, pool permits, and waste hauler permits not received by applicable due dates

³ Sliding scale may be applied

⁴ Unified Government Tracking costs associated with providing, but not charging a fee

Health Department

	DESCRIPTION OF SERVICES	UNIT	FEE
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⁵ *Provided by the State*

⁶ *Self-pay only; non-billable to Health plans*

Historical Museum

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	MEMBERSHIPS		
	Student	Per year	\$7.50
	Individual	Per year	\$15.00
	Senior Citizen	Per year	\$10.00
	Publication	Per year	\$30.00
	Life (Single)	Per individual	\$200.00
	Life (Partner)	Per couple	\$300.00
	Corporate Permanent	Per corporation	\$500.00
	Patron	Per individual	\$500.00
	Benefactor	Per individual	\$1,000.00
II.	AUDITORIUM FEES		
	Reservation Deposit	Per event	\$50.00
	WYCO Resident		
	Public Hours (9-4pm Mon-Sat)	Per Hour	\$50.00
	After Hours	Per Hour	\$100.00
	Non- Resident		
	Public Hours (9-4pm Mon-Sat)	Per Hour	\$100.00
	After Hours	Per Hour	\$150.00
III.	ARCHIVAL RESEARCH FEES		
	0-15 minutes		\$0.00
	Each additional 15 minutes	Per 15 minutes	\$10.00
	Copies	Per page	\$1.00

Municipal Court

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	COURT COSTS		
	Arrest Booking Fee		\$45.00
	Community Service Fee (DUI)		\$250.00
	Copy Fee	Per page	\$0.00
	Court Costs ¹		\$25.00
	KCK Court Costs		\$30.00
	Expungement Fee		\$50.00
	Judicial Branch Surcharge		
	Prior to June 30, 2018		\$81.00
	After July 1, 2018		\$122.00
	Judge's Training Fee		\$1.00
	Late Fee		\$5.00
	Law Fee		\$3.00
	Notice Fee		\$5.00
	Public Defender Fee		\$25.00
	Reinstatement Fee		\$59.00
	State Court Fee ²		\$23.50
	State Seatbelt Fee		\$20.00
	Technology Fee		\$2.00
	Trial Fee		\$10.00

¹ Court costs include \$2.00 technology fee, \$3.00 law fee, and \$10.00 trial fee.

² Fee varies depending on year of assessment.

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, SPRINKLER PERMITS \$0 - \$29,999 \$30,000 - \$999,999	calculated on project value – materials and labor	Base fee of \$30.00 (+\$0.75 per each \$100 of project value) Base fee of \$225 (+ \$0.50 per each \$100 of project value)
II.	NEW HOME CONSTRUCTION Building Permit Fee Building permit for duplex structure Driveway permit fee for each single driveway approach on new home construction	<3,000 sf of living space >3,000 sf of living space	\$400.00 \$450.00 \$1,000.00 \$100.00
III.	RE-INSPECTION FEES 1 st Charge 2 nd Charge 3 rd Charge 4 th Charge		\$100.00 \$150.00 \$225.00 \$337.50
IV.	FOOTING AND FOUNDATION FEE One- and two-family dwellings All other requests (commercial and multi-family residential)		\$25.00 \$200.00
V.	CERTIFICATES OF OCCUPANCY TEMPORARY FEE (90 DAYS) 1 and 2 family dwellings Commercial and Multi-family	Per first request Per building Per building first request Per each subsequent request	\$30.00 \$100.00 \$200.00 \$300.00
VI.	PENALTY TO OCCUPANCY A STRUCTURE WITHOUT FINAL OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY: ADMINISTRATIVE FEE 1 and 2 family dwellings Commercial and Multi-family	Per dwelling unit occupied Per building	\$100.00 \$200.00
VII.	SAFE TO RESTORE ELECTRICAL SERVICE FEE¹	Per inspection	\$30.00
VIII.	DEMOLITION FEE		

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Structures 3,000 sq. ft or under	Per 1,000 sq. ft or fraction thereof	\$100.00
	Over 3,000 sq. ft	Per 1,000 sq. ft or fraction thereof	\$3.00
IX.	CONTRACTORS LICENSE		
	Renewal of Master (not a contractor)	Per card	\$45.00
XI.	ELEVATOR FEES		
	Elevator	Annually	\$25.00
	Escalator	Annually	\$15.00
	Dumbwaiter	Annually	\$10.00
XII.	PERMIT BILLING FEES FOR FAX/PHONE APPLICATIONS	Per permit	\$10.00
XIII.	RENTAL LICENSING		
	Rental Fees	Building	\$32.00
		Each unit in the building	\$23.00
	Rental Penalty		10% for non-renewals
	Reinspection Fee		\$100.00
	Rental administrative Fee/Fine citation		\$100, \$250, \$500, \$750, \$1,000, and \$1,500 (each subsequent for a 24-month period)
XIV.	CODE ENFORCEMENT		
	Codes Administrative Fee/Fine Citation		\$100, \$250, \$500, \$750, \$1,000, and \$1,500 (each subsequent for a 24-month period)
	Boarding permit fees 6 months	Base	\$100.00
		Per renewal every 6 months	\$50.00
XVI.	LICENSE FEE		
	Arena	2,500-24,999 Units	\$500.00
	Arena	25,000-999,999 Units	\$1,000.00
	CMB, On Premises, Dispensing		\$100.00
	CMB, Off Premises Package		\$100.00
	CMIB State Stamp Fee		\$25.00
	Alcohol Catering		\$250.00
	Hotel/Drinking Establishment		\$250.00
	Drinking Establishment/Caterer		\$250.00
	Hotel/Caterer		\$250.00
	Drinking Establishment		\$250.00
	Drinking Establishment-Public		\$250.00
	Class "A" Private Club		\$250.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Class "B" Private Club		\$250.00
	Coin Operated Amusement		\$75.00
	Annual Entertainment		\$250.00
	Precious Metals Dealer		\$25.00
	Precious Metals Background Investigation		\$250.00
	Pawn Broker		\$25.00
	Payday & Title Loan Business		\$1,000.00
	Flea Market License		\$100.00
	Security Company		\$100.00
	Mobile Food Vending		\$100.00
	Sidewalk Food Stand		\$100.00
	Massage Therapy Establishment		\$250.00
	Massage Therapist		\$40.00
	Taxi Company Livery Company	1-10	\$150.00/\$8.00
	Taxi Company Livery Company	11-49	\$300.00/\$8.00
	Taxi Company Livery Company	50-99,999	\$500.00/\$8.00
	Taxi/Livery Driver Certificate		\$50.00
	All-Terrain Vehicle (ATV)		\$35.00
XVII.	OCCUPATION TAX		
	Accounting, Audit, Bookkeeping, person		\$109.00
	Adoption Agencies		\$152.00
	Advertising Agencies		\$122.00
	Air Transport & Related Serv		\$156.00
	Alcoholic Spirits/Wine Distributor		\$1,000.00
	All Other book publishers		\$116.00
	All Other Health Care Services		\$109.00
	All Other Legal Services		\$109.00
	All Other Support Services		\$109.00
	All Other Waste Mgmt Services		\$109.00
	Ambulances	BV	\$8.00
	Amusement Parks, per month		\$114.00
	Animal Food Manufacturing		
		0-2999 Interior Sqft	\$116.00
		3000-5999 Interior Sqft	\$221.00
		6000-6999 Interior Sqft	\$262.00
		7000-7999 Interior Sqft	\$293.00
		8000-8999 Interior Sqft	\$328.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		9000-9999 Interior Sqft	\$359.00
		10000-10999 Interior Sqft	\$395.00
		11000-11999 Interior Sqft	\$429.00
		12000-12999 Interior Sqft	\$462.00
		13000-13999 Interior Sqft	\$498.00
		14000-14999 Interior Sqft	\$530.00
		15000-15999 Interior Sqft	\$568.00
		16000-16999 Interior Sqft	\$597.00
		17000-17999 Interior Sqft	\$634.00
		18000-18999 Interior Sqft	\$662.00
		19000-19999 Interior Sqft	\$695.00
		20000-20999 Interior Sqft	\$733.00
		21000-21999 Interior Sqft	\$766.00
		22000-22999 Interior Sqft	\$801.00
		23000-23999 Interior Sqft	\$834.00
		24000-24999 Interior Sqft	\$870.00
		25000-25999 Interior Sqft	\$902.00
		26000-26999 Interior Sqft	\$936.00
		27000-27999 Interior Sqft	\$968.00
		28000-28999 Interior Sqft	\$1,002.00
		29000-29999 Interior Sqft	\$1,042.00
		30000-39999 Interior Sqft	\$1,072.00
		40000-49999 Interior Sqft	\$1,412.00
		50000-99999 Interior Sqft	\$1,748.00
		100000-149999 Interior Sqft	\$3,441.00
		150000-199999 Interior Sqft	\$5,135.00
		200000-499999 Interior Sqft	\$6,258.00
		500000-999999 Interior Sqft	\$6,904.00
	Animal Services, except Vet		\$109.00
	Arena License Fee	2500-2499	\$500.00
		25000-999999	\$1,000.00
	Art Galleries, Museums (for profit)		\$221.00
	Athletic Clubs, Gyms		\$109.00
	ATV License		\$35.00
	Auctioneers		\$109.00
	Auto Parts		
		0-999 Interior Sqft	\$109.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		1000-1999 Interior Sqft	\$134.00
		2000-2999 Interior Sqft	\$156.00
		3000-3999 Interior Sqft	\$181.00
		4000-4999 Interior Sqft	\$203.00
		5000-5999 Interior Sqft	\$219.00
		6000-6999 Interior Sqft	\$248.00
		7000-7999 Interior Sqft	\$312.00
		8000-8999 Interior Sqft	\$381.00
		9000-9999 Interior Sqft	\$455.00
		10000-10999 Interior Sqft	\$534.00
		11000-12999 Interior Sqft	\$677.00
		13000-14999 Interior Sqft	\$827.00
		15000-17999 Interior Sqft	\$1,050.00
		18000-20999 Interior Sqft	\$1,291.00
		21000-23999 Interior Sqft	\$1,552.00
		24000-26999 Interior Sqft	\$1,792.00
		27000-30999 Interior Sqft	\$2,005.00
		31000-34999 Interior Sqft	\$2,219.00
		35000-39999 Interior Sqft	\$2,439.00
		40000-44999 Interior Sqft	\$2,676.00
		45000-49999 Interior Sqft	\$2,894.00
		50000-57499 Interior Sqft	\$3,106.00
		57500-64999 Interior Sqft	\$3,351.00
		65000-74999 Interior Sqft	\$3,609.00
		75000-87499 Interior Sqft	\$3,857.00
		87500-99999 Interior Sqft	\$4,129.00
		100000-249999 Interior Sqft	\$4,342.00
		250000-999999 Interior Sqft	\$4,559.00
	Automotive Rental & Leasing		\$216.00
	Babysitting, under 6 children		\$109.00
	Bail Bonding		\$109.00
	Banks, Savings & Loans, Credit Unions		
		1-5 E	\$122.00
		6-10 E	\$181.00
		11-15 E	\$245.00
		16-999999 E	\$308.00
	Barber Shops		\$109.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Beauty Shops		\$109.00
	Beauty Spa, Health Clubs		\$109.00
	Beer Distributor		\$1,000.00
	Boat/Sporting Good Rentals		\$109.00
	Bowling Alleys, Pool halls		\$109.00
	Boxing, per day		\$109.00
	Buildings, Materials, Supplies		
		0-999 Int + 25% Ext	\$109.00
		1000-1999 Int + 25% Ext	\$134.00
		2000-2999 Int + 25% Ext	\$156.00
		3000-3999 Int + 25% Ext	\$181.00
		4000-4999 Int + 25% Ext	\$203.00
		5000-5999 Int + 25% Ext	\$219.00
		6000-6999 Int + 25% Ext	\$248.00
		7000-7999 Int + 25% Ext	\$312.00
		8000-8999 Int + 25% Ext	\$381.00
		9000-9999 Int + 25% Ext	\$455.00
		10000-10999 Int + 25% Ext	\$534.00
		11000-12999 Int + 25% Ext	\$677.00
		13000-14999 Int + 25% Ext	\$827.00
		15000-17999 Int + 25% Ext	\$1,050.00
		18000-20999 Int + 25% Ext	\$1,291.00
		21000-23999 Int + 25% Ext	\$1,552.00
		24000-26999 Int + 25% Ext	\$1,792.00
		27000-30999 Int + 25% Ext	\$2,005.00
		31000-34999 Int + 25% Ext	\$2,219.00
		35000-39999 Int + 25% Ext	\$2,439.00
		40000-44999 Int + 25% Ext	\$2,676.00
		45000-49999 Int + 25% Ext	\$2,894.00
		50000-57499 Int + 25% Ext	\$3,106.00
		57500-64999 Int + 25% Ext	\$3,351.00
		65000-74999 Int + 25% Ext	\$3,609.00
		75000-87499 Int + 25% Ext	\$3,857.00
		87500-99999 Int + 25% Ext	\$4,129.00
		100000-249999 Int + 25% Ext	\$4,342.00
		250000-999999 Int + 25% Ext	\$4,559.00
	Buses	BV	\$8.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Business Service Centers		\$109.00
	Business Services, NEC		\$109.00
	Business/Computer/Mgmt Schools		\$109.00
	Camps, Trailer Parks	BV	\$4.00
	Car washes		\$109.00
	Carnivals, each location, week (divide fee by 7)		\$609.00
	Carpentry and flooring		\$152.00
	Carpet and Upholstery Cleaning		\$109.00
	Caterers, with Alcohol		\$250.00
	Child Care, 6+ children		\$152.00
	Circus, week (divide fee by 7)		\$245.00
	Clothing Rental		\$109.00
	CMB, Off Premises, package		\$100.00
	CMB, On Premises, Dispensing		\$100.00
	Coin-op Amusement Device Distributors		\$109.00
	Coin-op Amusement Device License		\$75.00
	Coinop Amusement Device Parlor		\$245.00
	Coinop Amusement Device Rental		\$109.00
	Coin-op Laundries & Dry Clean		\$109.00
	Commercial and Industrial Machinery Repair		\$152.00
	Commercial Testing Labs		\$120.00
	Commrc'l Photography, Art, Graphic		\$156.00
	Computer Prgm & Data Processing		\$152.00
	Computer System Design and Related Services		\$152.00
	Concerts, per day		\$109.00
	Concrete		\$152.00
	Consumer Credit Reporting Ag		\$122.00
	Crop Harvesting		\$152.00
	Crop Services		\$152.00
	Dating Service, Escort Service		\$109.00
	Debt Counseling		\$152.00
	Dentist, per licensed Dentist		\$109.00
	Detective Services		
		1-2 E	\$152.00
		3-10 E	\$308.00
		11-20 E	\$460.00
		21-40 E	\$798.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		41-60 E	\$1,043.00
		61-9999999 E	\$1,376.00
	Diagnostic Centers, Inspection & Repair Shops		\$120.00
	Digital Outdoor Adv 300+ sqft		\$2,913.00
	Digital Outdoor Adv LT 300 sqft		\$729.00
	Direct Mail Advertising		\$109.00
	Disinfecting & Exterminating		\$152.00
	Display Advertising Service		\$495.00
	Document Preparation Services		\$109.00
	Dog Tracks, month		\$454.00
	Dragstrip or Speedway, month		\$221.00
	Drinking Estab., Caterer, Hotel		\$250.00
	Drinking Establishments		\$250.00
	Elec Repair - Air conditioners		\$109.00
	Elec Repair - Radio, TV		\$109.00
	Electrical Contractor		\$267.00
	Electronic and Appliance Rental and Leasing		\$216.00
	Employment Placement Agencies		
		1-10 E	\$109.00
		11-15 E	\$159.00
		16-9999999 E	\$216.00
	Engr, Arch & Surveying, person		\$109.00
	Excursion Boat, Month		\$221.00
	Exhibitions for pay, day	BU	\$12.00
	Fair, week		\$245.00
	Farm Labor and Management Serv		\$152.00
	Fire Display License Fee		\$100.00
	Fireworks stands License		\$1,060.00
	Fireworks Displays, per day		\$45.00
	Flea Market License		\$100.00
	Food Service (Restaurants)		
		0-999 Interior Sqft	\$109.00
		1000-1999 Interior Sqft	\$134.00
		2000-2999 Interior Sqft	\$156.00
		3000-3999 Interior Sqft	\$181.00
		4000-4999 Interior Sqft	\$203.00
		5000-5999 Interior Sqft	\$219.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		6000-6999 Interior Sqft	\$248.00
		7000-7999 Interior Sqft	\$312.00
		8000-8999 Interior Sqft	\$381.00
		9000-9999 Interior Sqft	\$455.00
		10000-10999 Interior Sqft	\$534.00
		11000-12999 Interior Sqft	\$677.00
		13000-14999 Interior Sqft	\$827.00
		15000-17999 Interior Sqft	\$1,050.00
		18000-20999 Interior Sqft	\$1,291.00
		21000-23999 Interior Sqft	\$1,552.00
		24000-26999 Interior Sqft	\$1,792.00
		27000-30999 Interior Sqft	\$2,005.00
		31000-34999 Interior Sqft	\$2,219.00
		35000-39999 Interior Sqft	\$2,439.00
		40000-44999 Interior Sqft	\$2,676.00
		45000-49999 Interior Sqft	\$2,894.00
		50000-57499 Interior Sqft	\$3,106.00
		57500-64999 Interior Sqft	\$3,351.00
		65000-74999 Interior Sqft	\$3,609.00
		75000-87499 Interior Sqft	\$3,857.00
		87500-99999 Interior Sqft	\$4,129.00
		100000-249000 Interior Sqft	\$4,342.00
		250000-999999 Interior Sqft	\$4,559.00
	Fortune Tellers		\$109.00
	Freight Forwarding		\$216.00
	Funeral Services		\$156.00
	Furniture and Electronics		
		0-999 Interior Sqft	\$109.00
		1000-1999 Interior Sqft	\$134.00
		2000-2999 Interior Sqft	\$156.00
		3000-3999 Interior Sqft	\$181.00
		4000-4999 Interior Sqft	\$203.00
		5000-5999 Interior Sqft	\$219.00
		6000-6999 Interior Sqft	\$248.00
		7000-7999 Interior Sqft	\$312.00
		8000-8999 Interior Sqft	\$381.00
		9000-9999 Interior Sqft	\$455.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		10000-10999 Interior Sqft	\$534.00
		11000-12999 Interior Sqft	\$677.00
		13000-14999 Interior Sqft	\$827.00
		15000-17999 Interior Sqft	\$1,050.00
		18000-20999 Interior Sqft	\$1,291.00
		21000-23999 Interior Sqft	\$1,552.00
		24000-26999 Interior Sqft	\$1,792.00
		27000-30999 Interior Sqft	\$2,005.00
		31000-34999 Interior Sqft	\$2,219.00
		35000-39999 Interior Sqft	\$2,439.00
		40000-44999 Interior Sqft	\$2,676.00
		45000-49999 Interior Sqft	\$2,894.00
		50000-57499 Interior Sqft	\$3,106.00
		57500-64999 Interior Sqft	\$3,351.00
		65000-74999 Interior Sqft	\$3,609.00
		75000-87499 Interior Sqft	\$3,857.00
		87500-99999 Interior Sqft	\$4,129.00
		100000-249999 Interior Sqft	\$4,342.00
		250000-999999 Interior Sqft	\$4,559.00
	Furniture and Home Furnishings		
		0-2999 Interior Sqft	\$116.00
		3000-5999 Interior Sqft	\$221.00
		6000-6999 Interior Sqft	\$262.00
		7000-7999 Interior Sqft	\$293.00
		8000-8999 Interior Sqft	\$328.00
		9000-9999 Interior Sqft	\$359.00
		10000-10999 Interior Sqft	\$395.00
		11000-11999 Interior Sqft	\$429.00
		12000-12999 Interior Sqft	\$462.00
		13000-13999 Interior Sqft	\$498.00
		14000-14999 Interior Sqft	\$530.00
		15000-15999 Interior Sqft	\$568.00
		16000-16999 Interior Sqft	\$597.00
		17000-17999 Interior Sqft	\$634.00
		18000-18999 Interior Sqft	\$662.00
		19000-19999 Interior Sqft	\$695.00
		20000-20999 Interior Sqft	\$733.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		21000-21999 Interior Sqft	\$766.00
		22000-22999 Interior Sqft	\$801.00
		23000-23999 Interior Sqft	\$834.00
		24000-24999 Interior Sqft	\$870.00
		25000-25999 Interior Sqft	\$902.00
		26000-26999 Interior Sqft	\$936.00
		27000-27999 Interior Sqft	\$968.00
		28000-28999 Interior Sqft	\$1,002.00
		29000-29999 Interior Sqft	\$1,042.00
		30000-39999 Interior Sqft	\$1,072.00
		40000-49999 Interior Sqft	\$1,412.00
		50000-99999 Interior Sqft	\$1,748.00
		100000-149999 Interior Sqft	\$3,441.00
		150000-199999 Interior Sqft	\$5,135.00
		200000-499999 Interior Sqft	\$6,258.00
		500000-999999 Interior Sqft	\$6,904.00
	Gas Distribution		\$509.00
	General Laundry		\$109.00
	General Rental Centers		\$216.00
	General Warehouse and Storage		
		1-9999 Interior Sqft	\$109.00
		10000-19999 Interior Sqft	\$138.00
		20000-29999 Interior Sqft	\$168.00
		30000-39999 Interior Sqft	\$201.00
		40000-49999 Interior Sqft	\$231.00
		50000-59999 Interior Sqft	\$265.00
		60000-69999 Interior Sqft	\$293.00
		70000-79999 Interior Sqft	\$324.00
		80000-89999 Interior Sqft	\$354.00
		90000-99999 Interior Sqft	\$387.00
		100000-249999 Interior Sqft	\$418.00
		250000-999999 Interior Sqft	\$456.00
	Golf Course, per month		\$57.00
	Grain and Rice Milling Mfg		
		0-2999 Int + 25% Ext	\$116.00
		3000-5999 Int + 25% Ext	\$221.00
		6000-6999 Int + 25% Ext	\$262.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		7000-7999 Int + 25% Ext	\$293.00
		8000-8999 Int + 25% Ext	\$328.00
		9000-9999 Int + 25% Ext	\$359.00
		10000-10999 Int + 25% Ext	\$395.00
		11000-11999 Int + 25% Ext	\$429.00
		12000-12999 Int + 25% Ext	\$462.00
		13000-13999 Int + 25% Ext	\$498.00
		14000-14999 Int + 25% Ext	\$530.00
		15000-15999 Int + 25% Ext	\$568.00
		16000-16999 Int + 25% Ext	\$597.00
		17000-17999 Int + 25% Ext	\$634.00
		18000-18999 Int + 25% Ext	\$662.00
		19000-19999 Int + 25% Ext	\$695.00
		20000-20999 Int + 25% Ext	\$733.00
		21000-21999 Int + 25% Ext	\$766.00
		22000-22999 Int + 25% Ext	\$801.00
		23000-23999 Int + 25% Ext	\$834.00
		24000-24999 Int + 25% Ext	\$870.00
		25000-25999 Int + 25% Ext	\$902.00
		26000-26999 Int + 25% Ext	\$936.00
		27000-27999 Int + 25% Ext	\$968.00
		28000-28999 Int + 25% Ext	\$1,002.00
		29000-29999 Int + 25% Ext	\$1,042.00
		30000-39999 Int + 25% Ext	\$1,072.00
		40000-49999 Int + 25% Ext	\$1,412.00
		50000-99999 Int + 25% Ext	\$1,748.00
		100000-149999 Int + 25% Ext	\$3,441.00
		150000-199999 Int + 25% Ext	\$5,135.00
		200000-499999 Int + 25% Ext	\$6,258.00
		500000-999999 Int + 25% Ext	\$6,904.00
	Group Sales & Solicitors		\$495.00
	Heavy Constr,not Highway & Str		\$308.00
	Highway & Street Construction		\$308.00
	Home Health Care Services		\$109.00
	Horse Tracks, month		\$454.00
	Horticulture specialist		\$152.00
	Hospitals for profit, bed	BU	\$3.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Hotel, Motel, Rooming Houses	BU	\$3.00
	Independent artists, writers, performers		\$109.00
	Insurance Agencies		\$109.00
	Insurance and Employee Benefit F		
		1-5 E	\$122.00
		6-10 E	\$181.00
		11-15 E	\$245.00
		16-9999999 E	\$308.00
	Invalid Supplies		\$109.00
	Investment, Holding,Trusts		
		1-5 E	\$122.00
		6-10 E	\$181.00
		11-15 E	\$245.00
		16-9999999 E	\$308.00
	Irrigation Systems		\$152.00
	Janitorial Services		\$152.00
	Kiddie Parks		\$109.00
	Landfills	Units	\$0.05
	Landscaping Services		\$152.00
	Limousines	BV	\$8.00
	Linen Supply/Diaper Services		\$109.00
	Local Trucking		
		0-10999 Int + 25% Ext	\$219.00
		11000-20999 Int + 25% Ext	\$228.00
		21000-30999 Int + 25% Ext	\$242.00
		31000-40999 Int + 25% Ext	\$251.00
		41000-50999 Int + 25% Ext	\$262.00
		51000-60999 Int + 25% Ext	\$272.00
		61000-70999 Int + 25% Ext	\$281.00
		71000-80999 Int + 25% Ext	\$290.00
		81000-90999 Int + 25% Ext	\$300.00
		91000-9999999 Int + 25% Ext	\$313.00
	Locksmiths		\$152.00
	Long Distance Trucking		
		0-10999 Int + 25% Ext	\$219.00
		11000-20999 Int + 25% Ext	\$228.00
		21000-30999 Int + 25% Ext	\$242.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		31000-40999 Int + 25% Ext	\$251.00
		41000-50999 Int + 25% Ext	\$262.00
		51000-60999 Int + 25% Ext	\$272.00
		61000-70999 Int + 25% Ext	\$281.00
		71000-80999 Int + 25% Ext	\$290.00
		81000-90999 Int + 25% Ext	\$300.00
		91000-999999 Int + 25% Ext	\$313.00
	Lumber and Other Construction M		
		0-2999 Int + 25% Ext	\$116.00
		3000-5999 Int + 25% Ext	\$221.00
		6000-6999 Int + 25% Ext	\$262.00
		7000-7999 Int + 25% Ext	\$293.00
		8000-8999 Int + 25% Ext	\$328.00
		9000-9999 Int + 25% Ext	\$359.00
		10000-10999 Int + 25% Ext	\$395.00
		11000-11999 Int + 25% Ext	\$429.00
		12000-12999 Int + 25% Ext	\$462.00
		13000-13999 Int + 25% Ext	\$498.00
		14000-14999 Int + 25% Ext	\$530.00
		15000-15999 Int + 25% Ext	\$568.00
		16000-16999 Int + 25% Ext	\$597.00
		17000-17999 Int + 25% Ext	\$634.00
		18000-18999 Int + 25% Ext	\$662.00
		19000-19999 Int + 25% Ext	\$695.00
		20000-20999 Int + 25% Ext	\$733.00
		21000-21999 Int + 25% Ext	\$766.00
		22000-22999 Int + 25% Ext	\$801.00
		23000-23999 Int + 25% Ext	\$834.00
		24000-24999 Int + 25% Ext	\$870.00
		25000-25999 Int + 25% Ext	\$902.00
		26000-26999 Int + 25% Ext	\$936.00
		27000-27999 Int + 25% Ext	\$968.00
		28000-28999 Int + 25% Ext	\$1,002.00
		29000-29999 Int + 25% Ext	\$1,042.00
		30000-39999 Int + 25% Ext	\$1,072.00
		40000-49999 Int + 25% Ext	\$1,412.00
		50000-99999 Int + 25% Ext	\$1,748.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		100000-149999 Int + 25% Ext	\$3,441.00
		150000-199999 Int + 25% Ext	\$5,135.00
		200000-499999 Int + 25% Ext	\$6,258.00
		500000-999999 Int + 25% Ext	\$6,904.00
	Management, Consulting		\$152.00
	Manufacturer, Alcoholic Spirits		\$2,500.00
	Manufacturer of Beer		
		1-100 Units	\$200.00
		101-150 Units	\$400.00
		151-200 Units	\$700.00
		201-300 Units	\$1,000.00
		301-400 Units	\$1,300.00
		401-500 Units	\$1,400.00
		501-999999 Units	\$1,600.00
	Manufacturer of Wine		\$500.00
	Manufacturing, Home Occupation		\$116.00
	Marinas		\$245.00
	Masonry, Stonework, Tile		\$152.00
	Massage Establishment License		\$250.00
	Massage Therapist License		\$40.00
	Massage Therapy Estab - Off Premises		\$0.00
	Medical Waste Incinerators		\$80.00
	Medical/Diagnostic Laboratories		\$120.00
	Messenger and Delivery Service		\$109.00
	Microbrewery of Farm Winery		\$250.00
	Microbrewery, Beer		\$250.00
	Mining		\$308.00
	Misc Repair & Service		\$107.00
	Misc Transportation Services		\$152.00
	Misc. Professional Health Services NEC		\$109.00
	Miscellaneous Contractors		\$152.00
	Mobile Food Vendor License Fee		\$100.00
	Mobile Homes, Flea Markets	BU	\$3.00
	Motion Picture and Video Production		\$152.00
	Motion Picture Distrib & Reltd		\$109.00
	Motion Picture Prod & Services		\$152.00
	Motion Pictures, Indoor		\$267.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Motion Pictures, Outdoor		\$267.00
	Motor Vehicle and Motor Vehicle		
		0-2999 Int + 25% Ext	\$116.00
		3000-5999 Int + 25% Ext	\$221.00
		6000-6999 Int + 25% Ext	\$262.00
		7000-7999 Int + 25% Ext	\$293.00
		8000-8999 Int + 25% Ext	\$328.00
		9000-9999 Int + 25% Ext	\$359.00
		10000-10999 Int + 25% Ext	\$395.00
		11000-11999 Int + 25% Ext	\$429.00
		12000-12999 Int + 25% Ext	\$462.00
		13000-13999 Int + 25% Ext	\$498.00
		14000-14999 Int + 25% Ext	\$530.00
		15000-15999 Int + 25% Ext	\$568.00
		16000-16999 Int + 25% Ext	\$597.00
		17000-17999 Int + 25% Ext	\$634.00
		18000-18999 Int + 25% Ext	\$662.00
		19000-19999 Int + 25% Ext	\$695.00
		20000-20999 Int + 25% Ext	\$733.00
		21000-21999 Int + 25% Ext	\$766.00
		22000-22999 Int + 25% Ext	\$801.00
		23000-23999 Int + 25% Ext	\$834.00
		24000-24999 Int + 25% Ext	\$870.00
		25000-25999 Int + 25% Ext	\$902.00
		26000-26999 Int + 25% Ext	\$936.00
		27000-27999 Int + 25% Ext	\$968.00
		28000-28999 Int + 25% Ext	\$1,002.00
		29000-29999 Int + 25% Ext	\$1,042.00
		30000-39999 Int + 25% Ext	\$1,072.00
		40000-49999 Int + 25% Ext	\$1,412.00
		50000-99999 Int + 25% Ext	\$1,748.00
		100000-149999 Int + 25% Ext	\$3,441.00
		150000-199999 Int + 25% Ext	\$5,135.00
		200000-499999 Int + 25% Ext	\$6,258.00
		500000-999999 Int + 25% Ext	\$6,904.00
	Nail Salons		\$109.00
	News Syndicates		\$152.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Newspaper Home Delivery Per Vehicle		\$109.00
	Newspapers, Daily publication		\$559.00
	Newspapers, Weekly Publication		\$277.00
	Nonbeverage user, Class 1		\$10.00
	Nonbeverage user, Class 2		\$50.00
	Nonbeverage user, Class 3		\$100.00
	Nonbeverage user, Class 4		\$200.00
	Nonbeverage user, Class 5		\$500.00
	Non-residential Buildings		\$216.00
	Nonstore Direct Sales, Vehicles, Stands		\$109.00
	Nursing & Personal Care, bed	BU	\$3.00
	Office Administrative Services		\$109.00
	Oil and Gas Production		\$122.00
	Other Advertising		\$122.00
	Other Amusement and Recreation Industries		\$109.00
	Other Automotive Repair and Maintenance		\$120.00
	Other Business Support Services		\$109.00
	Other Cleaning		\$109.00
	Other Cleaning,Furs,Alterations		\$109.00
	Other Communication Services		\$308.00
	Other Consumer Goods Rental		\$109.00
	Other Electrical Repair		\$109.00
	Other Health Practitioners		\$109.00
	Other Information Services		\$152.00
	Other Machinery and Equipment Leasing		\$216.00
	Other Manufacturing		
		0-2999 Interior Sqft	\$116.00
		3000-5999 Interior Sqft	\$221.00
		6000-6999 Interior Sqft	\$262.00
		7000-7999 Interior Sqft	\$293.00
		8000-8999 Interior Sqft	\$328.00
		9000-9999 Interior Sqft	\$359.00
		10000-10999 Interior Sqft	\$395.00
		11000-11999 Interior Sqft	\$429.00
		12000-12999 Interior Sqft	\$462.00
		13000-13999 Interior Sqft	\$498.00
		14000-14999 Interior Sqft	\$530.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		15000-15999 Interior Sqft	\$568.00
		16000-16999 Interior Sqft	\$597.00
		17000-17999 Interior Sqft	\$634.00
		18000-18999 Interior Sqft	\$662.00
		19000-19999 Interior Sqft	\$695.00
		20000-20999 Interior Sqft	\$733.00
		21000-21999 Interior Sqft	\$766.00
		22000-22999 Interior Sqft	\$801.00
		23000-23999 Interior Sqft	\$834.00
		24000-24999 Interior Sqft	\$870.00
		25000-25999 Interior Sqft	\$902.00
		26000-26999 Interior Sqft	\$936.00
		27000-27999 Interior Sqft	\$968.00
		28000-28999 Interior Sqft	\$1,002.00
		29000-29999 Interior Sqft	\$1,042.00
		30000-39999 Interior Sqft	\$1,072.00
		40000-49999 Interior Sqft	\$1,412.00
		50000-99999 Interior Sqft	\$1,748.00
		100000-149999 Interior Sqft	\$3,441.00
		150000-199999 Interior Sqft	\$5,135.00
		200000-499999 Interior Sqft	\$6,258.00
		500000-999999 Interior Sqft	\$6,904.00
	Other Mining Support		\$308.00
	Other Nonstore Sales, Fair, Festiva		
		11-200 BU	\$74.00
		201-500 BU	\$152.00
		501-99999 BU	\$281.00
	Other Personal Care Services		\$109.00
	Other Personal Services		\$109.00
	Other Sanitation, Snow Plows		\$152.00
	Other Schools for profit		\$109.00
	Other Services to Bldgs/Dwellings		\$109.00
	Other Transportation Equipment Rental		\$216.00
	Other Transportation Support		\$152.00
	Other Warehousing and Storage		
		1-9999 Interior Sqft	\$109.00
		10000-19999 Interior Sqft	\$138.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		20000-29999 Interior Sqft	\$168.00
		30000-39999 Interior Sqft	\$201.00
		40000-49999 Interior Sqft	\$231.00
		50000-59999 Interior Sqft	\$265.00
		60000-69999 Interior Sqft	\$293.00
		70000-79999 Interior Sqft	\$324.00
		80000-89999 Interior Sqft	\$354.00
		90000-99999 Interior Sqft	\$387.00
		100000-249999 Interior Sqft	\$418.00
		250000-999999 Interior Sqft	\$456.00
	Other Wholesalers		
		0-2999 Interior Sqft	\$116.00
		3000-5999 Interior Sqft	\$221.00
		6000-6999 Interior Sqft	\$262.00
		7000-7999 Interior Sqft	\$293.00
		8000-8999 Interior Sqft	\$328.00
		9000-9999 Interior Sqft	\$359.00
		10000-10999 Interior Sqft	\$395.00
		11000-11999 Interior Sqft	\$429.00
		12000-12999 Interior Sqft	\$462.00
		13000-13999 Interior Sqft	\$498.00
		14000-14999 Interior Sqft	\$530.00
		15000-15999 Interior Sqft	\$568.00
		16000-16999 Interior Sqft	\$597.00
		17000-17999 Interior Sqft	\$634.00
		18000-18999 Interior Sqft	\$662.00
		19000-19999 Interior Sqft	\$695.00
		20000-20999 Interior Sqft	\$733.00
		21000-21999 Interior Sqft	\$766.00
		22000-22999 Interior Sqft	\$801.00
		23000-23999 Interior Sqft	\$834.00
		24000-24999 Interior Sqft	\$870.00
		25000-25999 Interior Sqft	\$902.00
		26000-26999 Interior Sqft	\$936.00
		27000-27999 Interior Sqft	\$968.00
		28000-28999 Interior Sqft	\$1,002.00
		29000-29999 Interior Sqft	\$1,042.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		30000-39999 Interior Sqft	\$1,072.00
		40000-49999 Interior Sqft	\$1,412.00
		50000-99999 Interior Sqft	\$1,748.00
		100000-149999 Interior Sqft	\$3,441.00
		150000-199999 Interior Sqft	\$5,135.00
		200000-499999 Interior Sqft	\$6,258.00
		500000-999999 Interior Sqft	\$6,904.00
	Outdoor Advertising Bulletin		\$1,527.00
	Outdoor Advertising Poster/Sheet		\$383.00
	Painting,Paper Hanging,Decor		\$152.00
	Parking Lots		
		0-20 BU	\$109.00
		21-40 BU	\$159.00
		41-100 BU	\$216.00
		101-999999 BU	\$273.00
	Passenger Transport, Charter		\$122.00
	Pawn Broker License		\$25.00
	Pay Day & Title Loan License Fee		\$1,000.00
	Pension,Health & Welfare Funds		
		1-5 E	\$122.00
		6-10 E	\$181.00
		11-15 E	\$245.00
		16-999999 E	\$308.00
	Photofinishing Labs		\$109.00
	Photographic Studios, Portrait		\$109.00
	Physician, per licensed Phys		\$109.00
	Pipeline Transport/Gas Distrib		\$509.00
	Plumbing,Heating,Air Condition		\$216.00
	Precious Metals Dealer License		\$25.00
	Precious Metals Inspection		\$250.00
	Private Club, Class A		\$250.00
	Private Club, Class B		\$250.00
	Prof or SemiPro Sport Teams or Clubs		\$221.00
	Promoters of Events		\$109.00
	Public Dance, Annual License Fee		\$250.00
	Public Dance, per day, Occ Tax	BU	\$45.00
	Public Relations		\$152.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Quarrying with crusher		\$308.00
	Quarrying without crusher		\$152.00
	Radio and Television Broadcast		\$308.00
	Radio,TV,Publisher Reps		\$122.00
	Railroads		\$1,838.00
	Real Estate Agents & Managers		\$109.00
	Recyclable Materials Wholesalers		
		0-2999 Int + 25% Ext	\$116.00
		3000-5999 Int + 25% Ext	\$221.00
		6000-6999 Int + 25% Ext	\$262.00
		7000-7999 Int + 25% Ext	\$293.00
		8000-8999 Int + 25% Ext	\$328.00
		9000-9999 Int + 25% Ext	\$359.00
		10000-10999 Int + 25% Ext	\$395.00
		11000-11999 Int + 25% Ext	\$429.00
		12000-12999 Int + 25% Ext	\$462.00
		13000-13999 Int + 25% Ext	\$498.00
		14000-14999 Int + 25% Ext	\$530.00
		15000-15999 Int + 25% Ext	\$568.00
		16000-16999 Int + 25% Ext	\$597.00
		17000-17999 Int + 25% Ext	\$634.00
		18000-18999 Int + 25% Ext	\$662.00
		19000-19999 Int + 25% Ext	\$695.00
		20000-20999 Int + 25% Ext	\$733.00
		21000-21999 Int + 25% Ext	\$766.00
		22000-22999 Int + 25% Ext	\$801.00
		23000-23999 Int + 25% Ext	\$834.00
		24000-24999 Int + 25% Ext	\$870.00
		25000-25999 Int + 25% Ext	\$902.00
		26000-26999 Int + 25% Ext	\$936.00
		27000-27999 Int + 25% Ext	\$968.00
		28000-28999 Int + 25% Ext	\$1,002.00
		29000-29999 Int + 25% Ext	\$1,042.00
		30000-39999 Int + 25% Ext	\$1,072.00
		40000-49999 Int + 25% Ext	\$1,412.00
		50000-99999 Int + 25% Ext	\$1,748.00
		100000-149999 Int + 25% Ext	\$3,441.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		150000-199999 Int + 25% Ext	\$5,135.00
		200000-499999 Int + 25% Ext	\$6,258.00
		500000-999999 Interior Sqft	\$6,904.00
	Refrigerated Warehousing		
		1-9999 Interior Sqft	\$109.00
		10000-19999 Interior Sqft	\$138.00
		20000-29999 Interior Sqft	\$168.00
		30000-39999 Interior Sqft	\$201.00
		40000-49999 Interior Sqft	\$231.00
		50000-59999 Interior Sqft	\$265.00
		60000-69999 Interior Sqft	\$293.00
		70000-79999 Interior Sqft	\$324.00
		80000-89999 Interior Sqft	\$354.00
		90000-99999 Interior Sqft	\$387.00
		100000-249999 Interior Sqft	\$418.00
		250000-999999 Interior Sqft	\$456.00
	Repossession Services		\$109.00
	Research & Development Services		\$152.00
	Residential Buildings		\$152.00
	Residential Care Facilities		\$152.00
	Retail Dealer in Alcohol		\$300.00
	Retail Home Occupation		\$109.00
	Retail Trade		
		0-999 Interior Sqft	\$109.00
		1000-1999 Interior Sqft	\$134.00
		2000-2999 Interior Sqft	\$156.00
		3000-3999 Interior Sqft	\$181.00
		4000-4999 Interior Sqft	\$203.00
		5000-5999 Interior Sqft	\$219.00
		6000-6999 Interior Sqft	\$248.00
		7000-7999 Interior Sqft	\$312.00
		8000-8999 Interior Sqft	\$381.00
		9000-9999 Interior Sqft	\$455.00
		10000-10999 Interior Sqft	\$534.00
		11000-12999 Interior Sqft	\$677.00
		13000-14999 Interior Sqft	\$827.00
		15000-17999 Interior Sqft	\$1,050.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		18000-20999 Interior Sqft	\$1,291.00
		21000-23999 Interior Sqft	\$1,552.00
		24000-26999 Interior Sqft	\$1,792.00
		27000-30999 Interior Sqft	\$2,005.00
		31000-34999 Interior Sqft	\$2,219.00
		35000-39999 Interior Sqft	\$2,439.00
		40000-44999 Interior Sqft	\$2,676.00
		45000-49999 Interior Sqft	\$2,894.00
		50000-57499 Interior Sqft	\$3,106.00
		57500-64999 Interior Sqft	\$3,351.00
		65000-74999 Interior Sqft	\$3,609.00
		75000-87499 Interior Sqft	\$3,857.00
		87500-99999 Interior Sqft	\$4,129.00
		100000-249999 Interior Sqft	\$4,342.00
		250000-999999 Interior Sqft	\$4,559.00
	Reupholstery & Furniture Repair		\$109.00
	Rodeos, week		\$245.00
	Roofing and Sheet Metal		\$216.00
	Rooming Houses	BU	\$3.00
	Scale Contractors and Service		\$152.00
	School Buses	BV	\$8.00
	Security Company License		\$100.00
	Septic Tank Cleaners		\$152.00
	Serv related to Oil & Gas Prod		\$308.00
	Services related to Mining		\$308.00
	Shoe Repair and Shine		\$109.00
	Skating Rinks		\$203.00
	Soil Preparation Services		\$152.00
	Sound Recording Industries		\$152.00
	Special Needs Transportation	BV	\$8.00
	Specialized Design Services		\$152.00
	Specialized Freight Trucking		
		0-10999 Int + 25% Ext	\$219.00
		11000-20999 Int + 25% Ext	\$228.00
		21000-30999 Int + 25% Ext	\$242.00
		31000-40999 Int + 25% Ext	\$251.00
		41000-50999 Int + 25% Ext	\$262.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		51000-60999 Int + 25% Ext	\$272.00
		61000-70999 Int + 25% Ext	\$281.00
		71000-80999 Int + 25% Ext	\$290.00
		81000-90999 Int + 25% Ext	\$300.00
		91000-999999 Int + 25% Ext	\$313.00
	Stables		\$107.00
	Stenographic & reproduction NEC		\$109.00
	Subdividers and Developers		\$152.00
	Swimming Pools		\$120.00
	Tattoo Parlors		\$109.00
	Tax Return Preparation Service		\$122.00
	Taxi Company License Fee		
		1-10 V	\$150.00
		11-49 V	\$300.00
		50-99999 V	\$500.00
	Taxi Driver Certificate Fee		\$50.00
	Taxis Company Occ Tax	BV	\$8.00
	Telegraph Communication		\$734.00
	Telephone Call Centers		
		1-10 E	\$109.00
		11-15 E	\$159.00
		16-9999999 E	\$216.00
	Telephone Communication		\$1,473.00
	Temporary Alcohol License Fee		\$25.00
	Temporary CMB License Fee		\$25.00
	Temporary Help Agencies		\$152.00
	Tennis & Racketball Courts		\$109.00
	Terminal,Serv Facilities		\$120.00
	Terminals for Motor Freight		\$178.00
	Theatrical Performance, per day	BU	\$8.00
	Theatrical Producers not movies		\$109.00
	Title Abstract Offices		\$109.00
	Towing Services		\$109.00
	Translation Services		\$109.00
	Trash Collection		\$109.00
	Travel and Ticket Agencies		\$109.00
	Used Oil Transfer Facility	Units	\$1.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
	Vehicle Dealers	0-999 Int + 25% Ext	\$109.00
		1000-1999 Int + 25% Ext	\$134.00
		2000-2999 Int + 25% Ext	\$156.00
		3000-3999 Int + 25% Ext	\$181.00
		4000-4999 Int + 25% Ext	\$203.00
		5000-5999 Int + 25% Ext	\$219.00
		6000-6999 Int + 25% Ext	\$248.00
		7000-7999 Int + 25% Ext	\$312.00
		8000-8999 Int + 25% Ext	\$381.00
		9000-9999 Int + 25% Ext	\$455.00
		10000-10999 Int + 25% Ext	\$534.00
		11000-12999 Int + 25% Ext	\$677.00
		13000-14999 Int + 25% Ext	\$827.00
		15000-17999 Int + 25% Ext	\$1,050.00
		18000-20999 Int + 25% Ext	\$1,291.00
		21000-23999 Int + 25% Ext	\$1,552.00
		24000-26999 Int + 25% Ext	\$1,792.00
		27000-30999 Int + 25% Ext	\$2,005.00
		31000-34999 Int + 25% Ext	\$2,219.00
		35000-39999 Int + 25% Ext	\$2,439.00
		40000-44999 Int + 25% Ext	\$2,676.00
		45000-49999 Int + 25% Ext	\$2,894.00
		50000-57499 Int + 25% Ext	\$3,106.00
		57500-64999 Int + 25% Ext	\$3,351.00
		65000-74999 Int + 25% Ext	\$3,609.00
		75000-87499 Int + 25% Ext	\$3,857.00
		87500-99999 Int + 25% Ext	\$4,129.00
		100000-249999 Int + 25% Ext	\$4,342.00
		250000-999999 Int + 25% Ext	\$4,559.00
	Vending Machine Operators		\$109.00
	Veterinary Services		\$109.00
	Video Rental		\$122.00
	Warehousing Farm Products		
		1-9999 Interior Sqft	\$109.00
		10000-19999 Interior Sqft	\$138.00
		20000-29999 Interior Sqft	\$168.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		30000-39999 Interior Sqft	\$201.00
		40000-49999 Interior Sqft	\$231.00
		50000-59999 Interior Sqft	\$265.00
		60000-69999 Interior Sqft	\$293.00
		70000-79999 Interior Sqft	\$324.00
		80000-89999 Interior Sqft	\$354.00
		90000-99999 Interior Sqft	\$387.00
		100000-249999 Interior Sqft	\$418.00
		250000-999999 Interior Sqft	\$456.00
	Water Transportation(NEC) month		\$221.00
	Water Well Drilling		\$152.00
	Wholesale - Durables Continued		
		0-2999 Interior Sqft	\$116.00
		3000-5999 Interior Sqft	\$221.00
		6000-6999 Interior Sqft	\$262.00
		7000-7999 Interior Sqft	\$293.00
		8000-8999 Interior Sqft	\$328.00
		9000-9999 Interior Sqft	\$359.00
		10000-10999 Interior Sqft	\$395.00
		11000-11999 Interior Sqft	\$429.00
		12000-12999 Interior Sqft	\$462.00
		13000-13999 Interior Sqft	\$498.00
		14000-14999 Interior Sqft	\$530.00
		15000-15999 Interior Sqft	\$568.00
		16000-16999 Interior Sqft	\$597.00
		17000-17999 Interior Sqft	\$634.00
		18000-18999 Interior Sqft	\$662.00
		19000-19999 Interior Sqft	\$695.00
		20000-20999 Interior Sqft	\$733.00
		21000-21999 Interior Sqft	\$766.00
		22000-22999 Interior Sqft	\$801.00
		23000-23999 Interior Sqft	\$834.00
		24000-24999 Interior Sqft	\$870.00
		25000-25999 Interior Sqft	\$902.00
		26000-26999 Interior Sqft	\$936.00
		27000-27999 Interior Sqft	\$968.00
		28000-28999 Interior Sqft	\$1,002.00

Neighborhood Resource Center

	DESCRIPTION OF SERVICES	UNIT	FEE
		29000-29999 Interior Sqft	\$1,042.00
		30000-39999 Interior Sqft	\$1,072.00
		40000-49999 Interior Sqft	\$1,412.00
		50000-99999 Interior Sqft	\$1,748.00
		100000-149999 Interior Sqft	\$3,441.00
		150000-199999 Interior Sqft	\$5,135.00
		200000-499999 Interior Sqft	\$6,258.00
		500000-999999 Interior Sqft	\$6,904.00
	Wholesale, Home Occupation		\$116.00
	Wrestling, per day	BU	\$109.00
	Zoos		\$109.00

¹ Unit Legend

E = A range of Employees like bank tellers (1-5), (6-10), (11-15), and (16 and over)

B + E = Begin with base amount for 1 and then add and additional amount for each additional employee (e.g. tax preparation business)

V = A range of vehicle numbers for Taxi/Livery License (1-10), (11-19), and (50 and over)

BV = Occupational tax amount assessed for each vehicle (taxi's, trash trucks, tow trucks, etc.)

BU = Occupational tax amount assessed for each unit (hospital rooms, hotel/motel rooms)

Int + 25% Ext = Occupational tax amount determined by formula (e.g., auto dealers = the total interior square footage and ¼ of exterior)

Parks & Recreation

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	SALE OF CHEMICALS		
	Imitator Plus	Per gallon	\$19.00
	Cornbelt 4LB Amine	Per gallon	\$20.00
II.	SPECIAL EVENT FEES¹		
	Small	< 250 people	\$200.00
	Medium	250 – 500 people	\$425.00
	Large	> 500 people	\$1,300.00
	Deposit (Refundable)		\$300.00
III.	HALL RENTAL FEES		
	A. James P. Davis Hall		
	Resident	Per day	\$675.00
	Non-Resident	Per day	\$850.00
	Deposit (Refundable)	Per day	\$300.00
	B. George Meyn Hall		
	Resident	Per day	\$575.00
	Non-Resident	Per day	\$750.00
	Deposit (Refundable)	Per day	\$300.00
	C. Pierson Community Center		
	Resident	Per day	\$600.00
	Non-Resident	Per day	\$800.00
	Deposit (Refundable)	Per day	\$400.00
IV.	CLASS FEES²		25%
V.	SOFTBALL LEAGUE (Adult)	Per team	\$400.00
VI.	VOLLYBALL LEAGUE (Adult)	Per team	\$90.00
VII.	SOCCER LEAGUE (Adult)	Per team	\$1,700.00
VIII.	SUMMER PROGRAM	Per week	\$40.00
IX.	SPRING BREAK PROGRAM	Per week	\$40.00
X.	SWIMMING POOL FEES		
	Admission	Per day	\$2.00
		Groups of 20+ Per day/per person	\$0.75
	Pool Pass	6 visits	\$5.00
XI.	FIELD RENTALS		
	Field Rental Tournament	Daily	\$150.00
	Field Rental Soccer	Daily	\$50.00
		4-hour block	\$25.00
	Baseball/Softball Diamonds	1.5-hour block	\$5.00

Parks & Recreation

	DESCRIPTION OF SERVICES	UNIT	FEE
XII.	SUNFLOWER HILLS GREEN FEE		
	A. WEEKDAY		
	Standard	Walking	\$27.00
	Wyco Resident	Walking	\$23.00
	Patron	Walking	\$22.00
	Senior (60 & over)	Walking	\$18.00
	Junior (18 & under)	Walking	\$18.00
	Twilight (after 12 pm)	Walking	\$18.00
	B. WEEKEND & HOLIDAYS		
	Standard	Walking	\$35.00
	Wyco Resident	Walking	\$32.00
	Patron	Walking	\$30.00
	Twilight (after 2 pm)	Walking	\$18.00
XIII.	SUNFLOWER HILLS CART RENTAL		
	A. WEEKDAY		
	Standard	With Cart	\$41.00
	Wyco Resident	With Cart	\$37.00
	Patron	With Cart	\$36.00
	Senior (60 & over)	With Cart	\$32.00
	Junior (18 & under)	With Cart	\$32.00
	Twilight (after 12 pm)	With Cart	\$32.00
	B. WEEKEND & HOLIDAYS		
	Standard	With Cart	\$49.00
	Wyco Resident	With Cart	\$47.00
	Patron	With Cart	\$34.00
	Twilight (after 2 pm)	With Cart	\$32.00
XIV.	SUNFLOWER HILLS MEMBERSHIP		
	A. PATRON CARD		
	Single Patron Card		\$110.00
	Senior Patron Card (age 60 & over)		\$85.00
	Junior Patron Card (age 18 & under)		\$85.00
	Family Patron Card		\$135.00
	B. SEASON PASS		
	Single Season Pass	Per Season walking	\$1,350.00
		Per Season w/ cart	\$2,225.00
	Senior Season Pass (age 60 & over)	Per Season walking	\$640.00
		Per Season w/ cart	\$1,415.00

Parks & Recreation

	DESCRIPTION OF SERVICES	UNIT	FEE
	Family Season Pass	Per Season walking	\$1,750.00
		Per Season w/ cart	\$3,180.00
	Twilight Season Pass	Per Season w/ cart	\$1,165.00
	C. DRIVING RANGE PASS	Single	\$450.00
		Family	\$595.00
XV.	YOUTH SPORTS FEES	Per season	\$20.00
XVI.	RECREATION CENTER RENTALS	Per hour	
	Multipurpose Side Only		\$50.00 for resident \$150.00 deposit
	Gym Only		\$35.00
	Multipurpose and Gym		\$65.00
XVII.	PARK SHELTER RENTALS	Per day	
	A. WYANDOTTE COUNTY PARK		
	Shelters A, B, C, F, J, L		\$45.00
	Shelter D		\$75.00
	B. WYANDOTTE COUNTY LAKE PARK		
	Shelters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 83rd St		\$45.00
	Beach Shelter		\$75.00
	C. OTHER		
	Alvey, City Park North, Eisenhower, Emerson, Klammm, Matney, Quindaro N&S, Shawnee E&W, St. Margaret's, Thomson, Welborn		\$45.00
	Big 11 Lake, City Park Regan, Huron, Parkwood, Pierson 1&3, Rosedale		\$60.00
	Pierson 2		\$90.00
	Kaw Point		\$95.00
	City Park Pavilion		\$120.00
XVIII.	RENAISSANCE FESTIVAL	Per day	
	A. ADULT ADMISSION		
	Single Ticket		\$22.95
	Season Pass		\$89.95
	B. CHILD ADMISSION (5-12)		
	Single Ticket		\$13.95
	Season Pass		\$55.00
	C. STUDENT/SENIOR ADMISSION		\$20.25
	D. OTHER		
	Royal Pass		\$169.95
	Royal Collection		\$249.95

Parks & Recreation

	DESCRIPTION OF SERVICES	UNIT	FEE
XIX.	DOCK FEES	Per year	\$425.00-\$600.00
	WYCO Resident		\$450.00
	Non-resident		\$600.00
XX.	FISHING AND BOATING PERMIT FEES³		
	Resident Fishing	Per Day	\$10.00
	Resident Fishing	Per Season	\$20.00
	Non-Resident Fishing	Per Day	\$20.00
	Non-Resident Fishing	Per Season	\$40.00
	Resident Boating	Per Day	\$15.00
	Resident Boating	Per Season	\$30.00
	Non-Resident Boating	Per Day	\$25.00
	Non-Resident Boating	Per Season	\$60.00
	Uncovered Slips		
	Resident	Yearly	\$600.00
	Non-Resident	Yearly	\$900.00
	New Covered Slips		
	Resident	Yearly	\$1,500.00
	Non-Resident	Yearly	\$2,250.00

¹ Fees do not include shelter rental costs.

² Class Fees are charged to private instructors for use of facilities.

³ All prices do not include \$1.00 vendor write-up charge

Police Department

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	ANIMAL LICENSE		
	City License Fee ¹	12 Months	\$10.00
		Late Fee	\$5.00
		Per 5 years	\$45.00
		Lifetime ²	\$80.00
	Intact animal first-time registration fee	One-time	\$125.00
	Intact animal annual registration	Per year	\$30.00
II.	SECURITY GUARD PERMITS	Per permit/renewal	\$50.00
	Transfers during 2 year period to another company	Per transfer	\$10.00
III.	ALARM FEES		
	A. ALARM PERMIT ³	Within 10 days of installation	\$0.00
	Late fee	Per alarm system	\$25.00
	B. FALSE ALARM FEES ⁴		
	Residential & Not-for-profit		
	1-3 false alarms	Per incident	\$0.00
	4-6 false alarms	Per incident	\$50.00
	7-9 false alarms	Per incident	\$75.00
	10-12 false alarms	Per incident	\$100.00
	13+ false alarms	Per incident	\$125.00
	Business		
	1-3 false alarms	Per incident	\$0.00
	4-6 false alarms	Per incident	\$100.00
	7-9 false alarms	Per incident	\$150.00
	10-12 false alarms	Per incident	\$200.00
	13+ false alarms	Per incident	\$250.00
	Radio room		
	1-6 false alarms	Per incident	\$0.00
	7-9 false alarms	Per incident	\$100.00
	10-12 false alarms	Per incident	\$200.00
	13+ false alarms	Per incident	\$250.00
IV.	RECORD CHECKS	Per check	\$10.00
V.	ANIMAL BOARDING FEES	Per day	\$15.00
VI.	ANIMAL ADOPTION FEES		
	Kansas City, Kansas Resident	Per male dog	\$85.00
		Per female dog	\$85.00
		Per cat	\$40.00
	Non-Kansas City, Kansas Resident	Per male dog	\$85.00

Police Department

	DESCRIPTION OF SERVICES	UNIT	FEE
		Per female dog	\$85.00
		Per cat	\$40.00
	Transfer fee to Heart of America Humane Society	Per animal	\$30.00
VII.	OTHER ANIMAL FEES		
	Owner Surrender Fee	Per animal	\$60.00
	No Rabies Penalty	Per animal	\$12.00 +voucher for credit at local vet to obtain rabies
VIII.	STRAY ANIMAL FINES		
	Animal Pick-up Fee	First offense	\$60.00
		Second offense	\$110.00
		Third offense	\$135.00
IX.	RECLAIMED ANIMAL FEES		
	Microchipping		\$15.00
	Dog Vaccinations & Fees		
	DA2PPV Vaccine		\$5.00
	Bordetella Vaccine		\$6.00
	Rabies Vaccine		\$5.00
	Heartworm Test		\$10.00
	Leash		\$2.00
	Cat Vaccinations & Fees		
	FVRCP Vaccine		\$5.00
	Rabies Vaccine		\$5.00
	Combo Test		\$15.00
	Carrier		\$4.00
X.	LAW ENFORCEMENT TRAINING FEE	Per training	Varies based on type of training and trainer costs
XI.	PARADE PERMIT FEE	Per parade- based on length of parade, # of staff required, # of traffic control devises required	\$1,500.00-\$4,000.00
XII.	COPYING FEES	Per Page plus staff fee	\$0.25 over 5 pages
	Administrative	Per hour	\$23.65
	Professional	Per hour	\$33.37
XIII.	VIDEO FEES	Per video	\$15.00

¹ Proof of rabies vaccination and spay/neuter must be provided to obtain a license.

² If the animal dies within 10 years of obtaining a lifetime license, notify animal services with proof of adoption or purchase of another animal and the license will be transferred to the new animal. If not new animal is purchased, the lifetime license is no longer valid.

Police Department

	DESCRIPTION OF SERVICES	UNIT	FEE
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³ Failure to obtain a permit is a misdemeanor. Alarm permits are not transferable. Permits are valid for a calendar year and must be renewed by January 31 of each year. If any information furnished on the applications changes, the alarm user must notify the Alarm Coordinator in writing within 10 days of the change. This is also necessary if an alarm monitoring service is disconnected.

⁴ Multiple false alarm incidents occurring on the same calendar day constitute one false alarm.

Public Works

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	GENERAL FEE LIST		
	A. SANITARY TAP FEE		
	4 inch	Per tap	\$50.00
	6 inch	Per tap	\$100.00
	8 inch	Per tap	TBD
	10 inch	Per tap	TBD
	12 inch	Per tap	\$150.00
	15 inch	Per tap	TBD
	B. STORM CONNECTION FEE	Per connection	\$100.00
	C. STORM UTILIZATION FEE	Per square foot of increased impervious area	\$0.01
	D. HAULING PERMIT	Minimum base fee	\$50.00
	E. LAND DISTURBANCE PERMIT	Per acre	\$100.00
	F. EXCAVATION PERMIT	Per permit	\$2.00
	G. BLASTING PERMIT	Per permit	\$75.00
	H. FLOOD PLAIN CERTIFICATE	Per permit	\$25.00
	I. DUMPSTER PLACEMENT IN ROW	Per permit	\$2.00
II.	SANITARY SEWER MAIN UTILIZATION FEES		
	A. RESIDENTIAL	Per dwelling unit	\$960.00
	Including houses, apartments, mobile homes, etc.		
	B. HOTEL/MOTEL	Per unit	\$150.00
	C. PLANNED NON-RETAIL BUSINESS DISTRICT CP-O	Per connection	\$750.00
	No lot size restriction	Four inch connection only	
	D. BUSINESS	Per connection- for the fist and each additional 3,000 sq. ft to floor space	\$960.00
	Limited Business C-1	Four inch and six inch connection only	
	Planned Limited Business CP-1, Commercial C-3, Central Business C-D		
	Non-Retail Business C-O ¹		
	Planned Light Industrial MP-1		
	E. INDUSTRIAL DISTRICTS (SIC)[2]		
	M-2 General Industrial		
	MP-1 Planned Light Industrial		
	M-3 Heavy Industrial for the following size connections : 4, 6, 8, 10, 12, 15 inches		
	Connection Size:		
	4 inch	Per connection	\$1,500.00

Public Works

	DESCRIPTION OF SERVICES	UNIT	FEE
	6 inch	Per connection	\$3,360.00
	8 inch	Per connection	\$6,000.00
	10 inch	Per connection	\$9,360.00
	12 inch	Per connection	\$13,500.00
	15 inch	Per connection	\$21,090.00
	F. CHURCHES, SCHOOS & SIMILAR	First 3,000 sq. ft.	\$600.00
		Each additional 3,000 sq. ft.	\$300.00
III.	SANITARY LATERAL UTILIZATION FEES		
	A. RESIDENTIAL	Per dwelling unit	\$500.00
	Including houses, apartments, mobile homes, etc.		
	B. HOTELS/MOTELS	First unit	\$200.00
		Each additional unit	\$100.00
	C. CHURCHES, SCHOOS & SIMILAR	First 3,000 sq. ft.	\$400.00
		Each additional 3,000 sq. ft.	\$200.00
	D. HOSPITALS	Per bed	\$100.00
	E. INDUSTRIAL OR COMMERCIAL FACILITIES, GAS STATIONS, CAR AND TRUCK WASH		
	4 inch	Per connection	\$600.00
	6 inch	Per connection	\$1,800.00
	8 inch	Per connection	\$3,800.00
	10 inch	Per connection	\$7,000.00
	12 inch	Per connection	\$11,200.00
	15 inch	Per connection	\$20,400.00
IV.	WATER POLLUTION CONTROL FEES		
	A. STANDARD CHARGES		
	Monthly Base Charge/Connection	Residential, Commercial, Non-permitted individuals	\$19.33
		Permitted Industrial	
		Non-Sewered Water	
		Restaurant FSF	
	Monthly Base Charge/Connection	Low Pressure Sewer	\$32.36
	Volume Charge/ CCF	Residential, Commercial, Non-permitted Industrial	\$4.37
		Low Pressure Sewer	
		Permitted Industrial	
		Non-Sewered Water	
	Volume Charge/ CCF	Restaurant FSF	\$5.89
	Surcharge for excess COD / lb	Permitted Industrial	\$0.257
	Surcharge for excess O&G / lb	Permitted Industrial	\$0.121

Public Works

	DESCRIPTION OF SERVICES	UNIT	FEE
	Surcharge for excess TSS / lb	Permitted Industrial	\$0.342
	B. AVERAGE DAILY BILLED FLOW	Gallons per day	
		0-10,000	\$215.00
		10,001-25,000	\$300.00
		25,001-50,000	\$390.00
		50,001-100,000	\$855.00
		100,001-200,000	\$1,491.00
		200,001-10,000,000	\$6,215.00
V.	HAULING PERMITS		
	A. SEPTIC AND GREASE WASTEWATER ³	Per gallon	\$0.102
	B. ACCESS CODE TO CID FACILITY	Per Year per vehicle	\$100.00
VI.	INDUSTRIAL LAB FEE REIMBURSEMENT		
	Acetone	Outside Test	\$176.07
	Aluminum	KP Lab Test	\$9.02
	Ammonia	KP Lab Test	\$44.91
	Antimony	Outside Test	\$9.02
	Arsenic	Outside Test	\$9.02
	Beryllium	Outside Test	\$9.02
	Biochemical Oxygen Demand	KP Lab Test	\$37.36
	BTEX	Outside Test	\$45.08
	Cadmium	Outside Test	\$9.02
	Carbon Tetrachloride	Outside Test	\$30.05
	Chemical Oxygen Demand	KP Lab Test	\$161.73
	Chloride	Outside Test	\$16.08
	Chlorine	KP Lab Test	\$100.67
	Chloroform	Outside Test	\$43.41
	Chromium	Outside Test	\$9.02
	Closed Cup Flash Point	KP Lab Test	\$74.43
	Cobalt	Outside Test	\$49.37
	Copper	Outside Test	\$9.02
	Cyanide	Outside Test	\$33.05
	Dichloroethane CH ₂ Cl ₂	Outside Test	\$43.41
	E Coli	KP Lab Test	\$134.28
	Fluoranthene	Outside Test	\$200.88
	Formaldehyde	Outside Test	\$123.13
	Herbicides	Outside Test	\$187.82

Public Works

	DESCRIPTION OF SERVICES	UNIT	FEE
	Hexachrome	Outside Test	\$36.06
	Iron	Outside Test	\$49.37
	Lab or Field pH	KP Lab Test	\$24.94
	Lead	Outside Test	\$9.02
	Mercury	Outside Test	\$9.02
	Methyl Ethyl Ketone	Outside Test	\$384.67
	Methylene Chloride	Outside Test	\$30.05
	Molybdenum	Outside Test	\$9.02
	Nickel	Outside Test	\$9.02
	Nitrate – N	Outside Test	\$33.05
	Nitrite – N	Outside Test	\$33.05
	Non-Phos Pesticides	Outside Test	\$128.61
	Non-Polar Materials	Outside Test	\$45.08
	Oil & Grease	Outside Test	\$45.08
	Organochlorine Pesticides	Outside Test	\$152.73
	PBC	Outside Test	\$128.61
	Pesticides	Outside Test	\$210.36
	Phenanthrene	Outside Test	\$200.88
	Phenols	Outside Test	\$40.57
	Phosphorus	KP Lab Test	\$48.48
	Sampling Fee	KP Lab Test	\$207.56
	Selenium	Outside Test	\$9.02
	Silver	Outside Test	\$9.02
	Surfactants (MBAS)	KP Lab Test	\$78.13
	TCLP	Outside Test	\$289.39
	Tetrachloromethane	Outside Test	\$43.41
	Thallium	Outside Test	\$9.02
	Tin	Outside Test	\$49.37
	Titanium	Outside Test	\$9.02
	Total Kjeldahl Nitrogen	Outside Test	\$39.07
	Total Organic Carbon	Outside Test	\$255.43
	Total Petroleum Hydrocarbons	Outside Test	\$45.08
	Total Suspended Solids	KP Lab Test	\$37.36
	Total Toxic Organics	Outside Test	\$681.93
	Whole Effluent Toxicity	Outside Test	\$4,217.42
	Zinc	Outside Test	\$9.02
VII.	OTHER POTENTIAL FEES		

Public Works

	DESCRIPTION OF SERVICES	UNIT	FEE
	A. NOTICE OF VIOLATION FOR CLASS 083	Per occurrence	\$250-\$1,000
	B. REIMBURSEMENT FOR BACKUPS, CLEANUPS, ETC	Per occurrence	Cost + admin fee of \$250-\$1,000
VIII.	OTHER DEVELOPMENT FEES		
	A. DRIVEWAY CULVERT		
	Residential	Per driveway	\$55.00
	Commercial	Per driveway	\$80.00
		21 day or same time limit for building permit or development agreement	
	B. FIELD ENTRANCE	Per driveway	\$55.00
		21 day limit	
	C. RENEWAL OF DRIVEWAY CULVERT, FIELD ENTRANCE DRIVEWAY, AND INDIVIDUAL SITE PERMITS	Per permit	\$20.00
	D. MULTIPLE SITE EXCAVATION PERMIT; DIRECTIONAL BORING ⁴		
	First Site		\$65.00
	Additional Geographically Discrete Site	Per site	\$25.00
	In Excess of 500 Linear Feet of Right-of-Way Impacted	Per LF of Right-of-Way impacted	\$0.10
	Cable Installation (ROW use agreement)	Per mile	\$1,000.00
	Extended Time Fee	Per day in excess of 21 days	\$5.00
	E. ROUTINE MAINTENANCE DISTRIBUTION/ OBSTRUCTION ANNUAL PERMIT	Per year	\$500.00
	F. DUMPSTER PLACEMENT ⁵	Per day / Per location	\$2.00
		Per year / Per location	\$500.00
	G. OVERSIZE/OVERWEIGHT LOAD PERMIT		
	Single Event	Per each	\$50.00
	Fixed Route	Per year	\$200.00
	H. HAULING PERMIT	Per site (30 days)	\$50.00
		Per site (calendar year)	\$250.00
	I. DELAY FEES	Per day	\$50.00
	J. EXCAVATION FEE	Impacted Area x Excavation Rate	
	<i>Impacted Area (IA):</i>		
	<i>Pavement impact area for calculating excavation fees shall be 3 feet beyond the edge of excavation into pavement subgrade</i>		
	<i>Excavation Rate (ER):</i>		
	Arterial or Collector- Surface Course <= 5 Years	Per Square Foot	\$2.70

Public Works

	DESCRIPTION OF SERVICES	UNIT	FEE
	Arterial or Collector- Age of Surface Course < 5 Years	Per Square Foot	\$1.90
	Local- Surface Course <= 5 Years	Per Square Foot	\$1.75
	Local- Age of Surface Course < 5 Years	Per Square Foot	\$1.10

¹ Except for areas on east side of 6th street which are C-2 general business

² Large connections will be reviewed and appropriate fees determined by the director on an individual connection basis

³ Per gallon based on 75% of Chemical Oxygen Demand tank capacity or based on discharged volume if less than 75% of Oil & Grease tank capacity

⁴ Time limits negotiated. Interim time limits, each subject to a separate delay fee, may be negotiated for multiple site projects

⁵ Time limit negotiated

Register of Deeds

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	RECORDING FEES K.S.A. 28-115 Deed/Mortgage ¹ /Assignment of Rent/Release of Assignment of Rent/ Other Miscellaneous Documents Assignment/Release of Mortgage Subdivision Plats Copies Certified Copies	Per document Per document Per page Per page Per Copy	\$21.00 for 1 st page + \$17.00 per additional page *Add \$16.00 if releasing more than one assign of rents \$20.00 for the 1 st page + \$4.00 per additional page *Add \$16.00 per mortgage if document is assigning/releasing more than one mortgage \$32.00 \$1.00 \$13.00
II.	UNIFORM COMMERCIAL CODE FEE SCHEDULE Original UCC Financing Statement KSA 84-9-525 Amended USS Financing Statement KSA 84-9-525 Continuation UCC Financing Statement KSA4-9-525 Separate UCC Statement Agreement KSA 84-9-525 Release UCC Financing Statement of all or part of any collateral described in filed financing statement KSA 84-9-525 All UCC forms – each additional page after 10 pages KSA-84-9-525 Written UCC Information request: per debtor name KSA 84-9-525	Up to 10 pages Up to 10 pages Up to 10 pages Up to 10 pages Up to 10 pages Up to 10 pages	\$15.00 \$15.00 \$15.00 \$15.00 \$15.00 \$1.00 \$15.00
III.	OTHER FEES Filing notices of tax liens under the Internal Revenue laws of the United States ² Filing release of tax liens, certificates of discharge, under the Internal Revenue laws of the United States or the revenue of the State of Kansas filed both prior to and after the effective date of this act KSA 79-2617	 First page only, additional fees apply for additional pages and fractions thereof	\$32.00 \$32.00

Register of Deeds

	DESCRIPTION OF SERVICES	UNIT	FEE
	Release of State Tax Liens from Department of Human Resources. KSA 44-717(E)(1)	First page only, additional fees apply for additional pages and fractions thereof	\$71.00
	2 page Release of State lien from Department of Labor for overpayment of unemployment benefits. KSA 44-717(E)(1)	First page only, additional fees apply for additional pages and fractions thereof	\$79.00
	Filing liens for materials and services. KSA 58-201 and amendments thereto	First page only, additional fees apply for additional pages and fractions thereof	\$17.00
	Lis Pendens. KSA 60-2201	Per document	\$5.00
	Certificate of Federal Tax Lien search. KSA 79-2617	Per document	\$15.00
	Laredo Subscribers (For Outside Access to Laredo Program)	Per Year	\$2,400.00
	Each Additional Laredo User	Per Year	\$240.00

¹ Filing fees are capped at \$125 for a single-family mortgage on principal residence \$75,000 or less. Proof must be provided by an affidavit or included in the document. Mortgage Registration Tax is not capped.

² Fee includes a \$15.00 U.C.C. filing fee provided by KSA 79-2617

Sheriff Department

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	INMATE HOUSING FEES		
	U.S. Marshall's Service	Per day	\$42.00
	Kansas Department of Corrections	Per day	\$73.75
	KCK Police Department	Per day	\$85.75
	Bonner Springs	Per day	\$85.75
	Edwardsville	Per day	\$85.75
II.	JUVENILE DETENTION CENTER HOUSING FEES	Per person/per day	\$120.00
III.	OFFENDER REGISTRATION FEES		
	Offender Registration	Per initial and quarterly registration	\$20.00
IV.	CONCEALED CARRY REGISTRATION	Per registration	\$32.50
V.	RECORDS UNIT CHARGES		
	Fingerprinting Fee	Per individual	\$25.00
	Driver's License Check Fee	Each	\$10.00
	Letter of Incarceration Fee	Per letter	\$3.00
	Accident reports	Per report	\$5.00

Transit

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	BUS FARES		
	A. Fixed Route Base	Per passenger	\$1.50
	B. Fixed Route Reduced ¹	Per passenger	\$0.75
	Youth (12-18)		
	Senior (65+)		
	Disabled (Regional certification)		
	C. ADA Paratransit	Each way	\$3.00
	(Dial-A-Ride) ²		
	D. Senior Paratransit	Each way	\$2.00
	Senior (65+)		
	E. Senior Paratransit to Nutrition Sites	Each way	\$1.00
	Senior (65+)		
	F. Senior Group Transportation	Per passenger	\$5.00
	Senior (65+) to eligible destinations		

¹ Reduced Fare-card required.

² Certification required.

Urban Planning & Land Use

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	CHANGE OF ZONE APPLICATIONS	TRACT SIZE	
	A. Agricultural Zones	All sizes	\$150.00
	B. Low Density Residential Zones	0-5 acres	\$150.00
		5.1 – 10 acres	\$200.00
	R-1, R-2, R-1(B), R-2(B), RP-1, RP-1(B), RP-2, RP-2(B), R, RP	10.1 – 20 acres	\$250.00
		Over 20 acres	\$300.00
	C. Medium and High Density Residential Zones	0-5 acres	\$250.00
		5.1 – 10 acres	\$350.00
	R-3, R-4, R-5, R-6, R-M, RP-3, RP-4, RP-5, RP-6, RP-7	10.1 – 20 acres	\$450.00
		Over 20 acres	\$450.00 plus \$50.00 for each 5 acres over 20
	D. Office Zones and Multiple District Applications	0-5 acres	\$250.00
	C-O and CP-O	5.1 – 10 acres	\$350.00
		10.1-20 acres	\$450.00
		Over 20 acres	\$550.00 plus \$5.00 for each 5 acres over 20
	E. Commercial Zones	0-5 acres	\$350.00
		5.1 – 10 acres	\$500.00
	C-1, C-D, C-2, C-3, CP-1, CP-2, CP-3, TND	10.1 – 15 acres	\$600.00
		15.1 – 20 acres	\$700.00
		Over 20 acres	\$700.00 plus \$50.00 for each 5 acres over 20
	F. Industrial Zones	0-5 acres	\$400.00
		5.1 – 10 acres	\$500.00
	M-1, M-2, M-3, MP-1, MP-2, MP-3, B-P	10.1 – 15 acres	\$600.00
		15.1 – 20 acres	\$700.00
		Over 20 acres	\$700.00 plus \$50.00 for each 5 acres over 20
II.	SPECIAL USE PERMIT APPLICATIONS	0-5 acres	\$350.00
	<u>Not specifically listed below</u>	5.1 – 10 acres	\$450.00
		10.1 – 15 acres	\$550.00
		15.1 – 20 acres	\$650.00
		Over 20 acres	\$650.00 plus \$50.00 for each 5 acres over 20
III.	HOME OCCUPATION SPECIAL USE PERMIT APPLICATIONS		
	Home occupations		\$75.00
	Keeping of farm animals		\$75.00
	Kennel permits		\$350.00

Urban Planning & Land Use

	DESCRIPTION OF SERVICES	UNIT	FEE
	Temporary use of land		\$350.00
IV.	MISCELLANEOUS SPECIAL USE PERMIT APPLICATIONS		
	Fill or removal of earth materials		\$75.00
	Short term permit/ Special event permits (10 days or less)		\$300.00
	Uses of educational, religious, philanthropic or eleemosynary in nature		\$350.00
	Group dwellings		\$250.00
	Permits under section 27-593(b) (Excluding group dwellings)	0 – 5 acres	\$750.00
		5.1 – 10 acres	\$900.00
		10.1 – 15 acres	\$1,100.00
		15.1 – 20 acres	\$1,300.00
		Over 20 acres	\$1,300.00 plus \$100.00 for each 5 acres over 20
V.	VARIANCE (APPEAL) APPLICATIONS		
	Agricultural/Residential		\$100.00
	Commercial/Industrial		\$200.00
	Carport Appeal		\$25.00
VI.	SIGN FEES		
	Wall and attached signs	Per sign	\$25.00
	Detached monument signs	Per sign	\$75.00
	Billboards	Less than 300 s.f.	\$150.00
		More than 300 s.f.	\$300.00
	Flag		\$20.00
	Incidental		\$20.00
VII.	PLAT FEES		
	Preliminary and final plat application		No Charge
	Kansas City, Kansas Plat Recording	Per lot	First 10 lots- \$6.00
		Per lot	Lots 11 & up- \$5.00
VIII.	PRELIMINARY AND FINAL REVIEW APPLICATIONS		
	Plan Review Fees		\$100.00
IX.	VACATION APPLICATIONS		
	Agricultural/Residential		\$100.00
	Commercial/Industrial		\$300.00
X.	MISCELLANEOUS FEES		
	Ordinance Publication Fee		\$50.00
	(For Successful Change of Zone/Vacation Petitions)		

Urban Planning & Land Use

	DESCRIPTION OF SERVICES	UNIT	FEE
	Public Hearing Meeting Tapes	Per Hour of tape	\$25.00
XI.	KANSAS OPEN RECORDS ACT <i>See County Clerk "Kansas Open Records Act Fees"</i>		



Staff Request for Commission Action

Tracking No. 2027

Full Commission Meeting Date: 3/12/20

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/2/20

(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>
2/18/2020	Debbie Jonscher, Kathleen VonAchen	x5847, x5186	djonscher@wycokck.org, kvonachen@wycokck.org	Finance

Item Description:

A resolution authorizing the Unified Government of Wyandotte County/ Kansas City, Kansas to amend its Master Equipment Lease Purchase Agreement dated October 17th, 2013, with Bank of America Public Capital Corp.

Action Requested:

Please Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Amendment #7, Copy of 2020 Lease Finance Detail, Resolution R 20 Master Lease

Bank of America

Amendment Number 7
to Master Equipment Lease Purchase Agreement
dated as of October 17, 2013

This Amendment Number 7 made this 12th day of March, 2020 to the Master Equipment Lease Purchase Agreement dated October 17, 2013 ("Agreement") between Banc of America Public Capital Corp ("Lessor") and the Unified Government of Wyandotte County/Kansas City, Kansas ("Lessee")

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Agreement; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter contained, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Section 1.01 "Origination Period": is amended by deleting the reference to December 31, 2019, and replacing it with December 31, 2020.
2. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Banc of America Public Capital Corp (Lessor)

Unified Government of Wyandotte County/Kansas City, Kansas (Lessee)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Annex 1 - 2016-2017 Unified Government Lease Financed Equipment Projects

CMIP Project #	Item/Project	Term (yrs)	Rate*	Principal**	Interest***	Annual Pmt****	Service, Maintenance
2018 Equipment (not financed)							
NRC	Computer Database upgrade	3		264,000	4,351	92,351	0
2019 Equipment (not financed)							
Police Department	Patrol Vehicles (30) 2019 (2019-2021 LF)	3		150,000	2,472	52,472	0
County-Aging Transit	Ford Transit Van-1 (2019-2023 LF)	5		72,000	1,212	15,612	0
Special Street & Highway-City Public Works	Skid Steer and Trailer (2019-2023 LF)	5		100,000	1,684	21,684	0
Emergency Management-City	Radio Encryption (2019-2021 LF)	3		288,000	4,746	100,746	0
Emergency Management-cCounty	Radio Encryption (2019-2021 LF)	3		195,000	3,214	68,214	0
2020 Equipment							
Transit- City	Ford Transit Van-1 (2020-2024 LF)	3		72,000	1,187	25,187	0
Fire Department- City	1 Heavy Rescue Unit (2020-2029 LF)	10		650,000	11,960	76,960	0
Fire Department-Dedicated Sales Tax	Pumper (2020-2029)	10		810,000	14,904	95,904	0
	Pumper (2020-2029)	10		810,000	14,904	95,904	0
Parks & Recreation	2020 Greens Mowers (2020-2024 LF)	5		90,000	1,516	19,516	0
	2020 Large Utility Cart (2020-2024 LF)	5		20,000	337	4,337	0
Contingency	Other			\$ 979,000			
Total				\$ 4,500,000			

* Interest is estimated, based on a formula in the master lease. Estimated rates as of January 9, 2020:

3 year: 1.648 %

5 year: 1.684 %

7 year: 1.744 %

10 year: 1.840 %

RESOLUTION NO. R-__-20

**RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO AMEND ITS MASTER
EQUIPMENT LEASE PURCHASE AGREEMENT WITH BANC OF AMERICA
PUBLIC CAPITAL CORP, THE PROCEEDS OF WHICH WILL BE USED TO
PAY THE COSTS OF ACQUIRING AND INSTALLING CERTAIN
EQUIPMENT.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain funds to pay the costs of acquiring and installing some or all of the equipment identified on *Annex I* attached hereto (the “Equipment”); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government, to amend its annually renewable Master Equipment Lease Purchase Agreement (the “Lease”) with Banc of America Public Capital Corp (the “Lessor”), dated as of October 17, 2013, to extend the Origination Period (as defined in the Lease).

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

Section 1. Authorization of Lease Amendment. The Chief Financial Officer of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby authorized to execute Amendment Number 7 to the Lease (the “Amendment”), attached hereto as *Exhibit A*, and take all other necessary action to amend the Lease.

Section 2. Authorization of Lease Transaction. The Unified Government states its intent to lease pursuant to the Lease and pursuant to separate Schedules of Equipment (the “Schedules”) some or all of the Equipment in a maximum principal amount of \$4,500,000. The Equipment to be leased and the related Schedule will be approved by subsequent resolution(s) of the Board of Commissioners. The Unified Government expects to make capital expenditures after the date of this Resolution in connection with the purchase of the equipment described in *Exhibit A* and the Unified Government intends to reimburse itself for such expenditures with the proceeds of the Lease.

Section 3. Authorization and Approval of Unified Government Documents. The Amendment is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the Amendment being conclusive evidence of such approval.

The obligation of the Unified Government to pay Rental Payments (as defined in the Lease) under the Lease and any Schedules is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor **will** anything contained in the Lease or any Schedule constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Lease and any Schedule will be construed so as to give effect to such intent.

The County Administrator is hereby authorized and directed to execute and deliver any Schedules on behalf of and as the act and deed of the Unified Government.

Section 4. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease, any Schedules and the Equipment.

Section 5. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this March 12, 2020.

David Alvey, Mayor/ CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Chief Counsel

Exhibit A

CMIP Project #	Item/Project	Term (yrs)	Rate*	Principal**
2018 Equipment				
NRC	Computer Database upgrade	3		\$264,000
2019 Equipment				
Police Department	Patrol Vehicles (30) 2019 (2019-2021 LF)	3		150,000
County-Aging Transit	Ford Transit Van-1 (2019-2023 LF)	5		72,000
Special Street & Highway-City Public Works	Skid Steer and Trailer (2019-2023 LF)	5		100,000
Emergency Management-City	Radio Encryption (2019-2021 LF)	3		288,000
Emergency Management-cCounty	Radio Encryption (2019-2021 LF)	3		195,000
2020 Equipment				
Transit- City	Ford Transit Van-1 (2020-2024 LF)	3		72,000
Fire Department- City	1 Heavy Rescue Unit (2020-2029 LF)	10		650,000
Fire Department-Dedicated Sales Tax	Pumper (2020-2029)	10		810,000
	Pumper (2020-2029)	10		810,000
Parks & Recreation	2020 Greens Mowers (2020-2024 LF)	5		90,000
	2020 Large Utility Cart (2020-2024 LF)	5		20,000
Contingency	Other			979,000
Total				\$4,500,000



Staff Request for Commission Action

Tracking No. 209

Full Commission Meeting Date: 2/27/20, 3/27/20, 4/16/20

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 2/10/20

(If none, please explain):

Publication Required: Yes 3/5/2020 3/12/2020

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
1/28/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:

WESTFIELD COMMUNITY IMPROVEMENT DISTRICT:

1. Resolution setting a Public Hearing on 4/16/20.
2. Resolution approving Westfield Community Improvement District development agreement.

The creation of the Westfield Community Improvement District will impose an additional 1.0% sales tax on the sales of goods and services within the 9 acres Westfield Shopping Center site at 8051 State Avenue.

The project involves the acquisition, rehabilitation, and redevelopment of the Westfield Shopping Center. The improvements include: a new roof, landscaping, parking lot improvements, façade and signage enhancements, environmental remediation, and other capital improvements.

Action Requested:

Approve and hold public hearing on 3/26/20

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Westfield CID Petition, Executive Summary - Westfield CID - revised final for 3-2 ED&F, Resolution approving Westfield CID Development Agreement, Resolution setting 4-16 public hearing for Westfield Shopping Center CID, Westfield Shopping Center Development Agreement - revised final for 3-2 ED&F - clean copy

**PETITION FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT**

TO: The Governing Body,
Unified Government of Wyandotte County/Kansas City, Kansas

The undersigned ("**Petitioner**"), being the owner(s) of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district,

hereby petitions the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") to create a community improvement district ("**CID**") and authorize the proposed project hereinafter set forth, all in the manner provided by K.S.A. 12-6a26, *et seq.* (the "**Act**"). In furtherance of such request, the Petitioner states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map generally depicting the proposed community improvement district (the "**District**") is attached hereto as **EXHIBIT "A"**. The legal description of the District is attached hereto as **EXHIBIT "B"**.

2. GENERAL NATURE OF THE PROPOSED PROJECT

The general nature of the project to be funded by the proposed community improvement district (the "**CID Project**") is as follows:

The acquisition of approximately 9.09+/- acres of real property located generally at the southeast corner of N 82nd Street and State Avenue in the City of Kansas City, Wyandotte County, Kansas, commonly known as the "Westfield Shopping Center," and the rehabilitation and redevelopment thereof to consist of some or all of the following uses, without limitation: commercial uses, retail, restaurant and/or office uses, public space, open space and/or similar, related or appurtenant uses, other structures and uses (including, but not limited to, commercial, mixed-use, residential, non-profit, governmental and/or community uses), and all associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities, and any other items allowable under K.S.A. 12-6a26 *et seq.*

3. ESTIMATED COST OF THE PROJECT

The estimated or probable cost of the CID Project is approximately \$4,176,744,¹ plus interest accrued on borrowed money. Additionally, ongoing costs associated with the operations, maintenance, and upkeep of property located within the boundaries of the District are also proposed to be eligible for reimbursement.

4. PROPOSED METHOD OF FINANCING

It is proposed that the CID Project be financed through a combination of private equity, private debt and CID pay-as-you-go financing (as defined in the Act); provided, however, that the Petitioner may request, and the UG will reasonably consider (subject to approval by the UG's governing body in its sole and absolute discretion) the issuance of special obligation CID bonds, notes or other obligations to pay for (or reimburse) costs of the CID Project.

5. PROPOSED AMOUNT OF CID SALES TAX

It is proposed that the CID Project be financed, in part, through the levying of a one percent (1.00%) add-on CID sales tax (the "CID Sales Tax"), for a period of twenty-two (22) years, as authorized by the Act.

6. PROPOSED AMOUNT AND METHOD OF ASSESSMENT

Petitioner does not propose that the CID Project be financed through the levying of assessments.

7. NOTICE TO PETITION SIGNATORIES

NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS HEREOF AFTER THE UG COMMENCES CONSIDERATION OF THIS PETITION, OR LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE UG CLERK, WHICHEVER OCCURS FIRST.

8. SEVERABILITY

If any provision of this petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this petition invalid, inoperative or unenforceable to any extent whatsoever.

¹ Notwithstanding the foregoing or anything herein (including, without limitation, the Exhibits attached hereto) to the contrary, this petition is not intended to be inflexible, and the descriptions of uses and buildings, and all cost and other descriptions and projections set forth herein, are estimates only and subject to change in the Petitioner's (and its successors' and assigns') discretion, including as actual costs are incurred and revenues received. Nothing herein shall be construed as a cap (or caps) on the amount of CID being requested or the amount of CID that is available to help pay "costs" of the "Project" (as defined in the Act).

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing petition to create the District on the date set forth opposite its signature below:

Westfield Shopping Center, Inc.,
a Kansas corporation

By: [Signature]

Name: Steve Weneck

Title: President

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 20 day of January, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Steve Weneck, to me personally known, who being by me duly sworn did say that he is President of Westfield Shopping Center, Inc., a Kansas corporation, and that said instrument was signed and delivered on behalf of said corporation and that said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

7-24-21

[Signature: Karen Olgren]
Notary Public in and for said County and State

Print Name: Karen Olgren

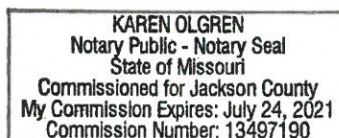


EXHIBIT "A"

MAP OF DISTRICT

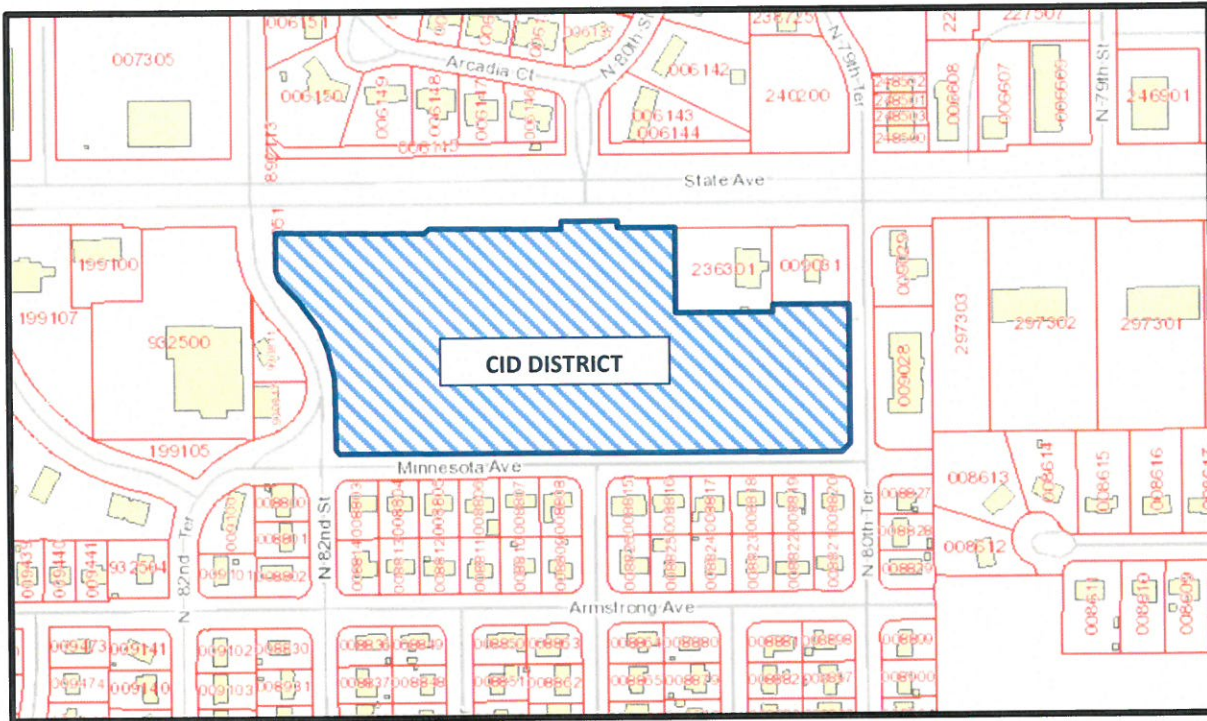


EXHIBIT "B"

LEGAL DESCRIPTION OF DISTRICT

Lots 1 and 3, WESTFIELD SHOPPING CENTER, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof.

EXCEPT that part described as follows:

A tract of land in Lot 1, "WESTFIELD SHOPPING CENTER", a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83.)

Beginning at the Northwest Corner of said Lot 1, being the South right-of-way line of State Avenue, as now established, and the East right-of-way line of 82nd Street, as now established; Thence North 87° 49' 21" East, 21.39 feet along the North line of a said Lot 1 and said South right-of-way line; Thence South 33° 18' 04" West, 36.84 feet to the West line of said Lot 1 and said East right-of-way line; Thence North 02° 11' 07" West, 30.00 feet along the West line of said Lot 1 to the Point of Beginning of the tract herein described.

EXECUTIVE SUMMARY
WESTFIELD CID DEVELOPMENT AGREEMENT

1. **Parties.** The UG and WBB, LLC, LLC (“Developer”), a Kansas limited liability company.
2. **The Project Site.** The Project Site consists of approximately 9 acres located at 8051 State Avenue, commonly known as the Westfield Shopping Center. The Developer does not yet own the Project Site but has a right to buy it pursuant to an option agreement with the current owner of the Project Site.
3. **The Project.** The Project involves the acquisition of the Westfield Shopping Center and the rehabilitation and redevelopment thereof to consist of some or all of the following uses; environmental remediation, a new roof, landscaping, parking lot improvements, façade and signage enhancements and other capital improvements.
4. **Incentive Financing Provided.** Subject to Commission approval, the UG agrees to provide Developer with access to the following financing mechanisms:
 - a. **CID.** Creation of the Westfield Community Improvement District by imposing an additional 1.0% sales tax on the sales of goods and services within the property.
5. **Terms of the Agreement.** Developer anticipates spending around \$8,837,000 total for land acquisition and capital improvements. However, reimbursable CID Costs are capped at \$2,447,000 by the Agreement. Of that amount, no more than \$710,000 is eligible for land acquisition, and will only be made available after façade enhancements are complete. A minimum of \$1,000,000 must be spent on capital improvements, but Developer may seek reimbursement for up to \$1,773,000 in capital improvements. Reimbursement is subject to available CID Funds and will be disbursed quarterly on a pay-as-you-go basis.
6. **MBE/WBE/LBE.** Developer has agreed to use best efforts to meet the following participation goals for construction of the Project:

Construction	
LBE	18%
MBE	15%
WBE	7%

If Developer fails to use best efforts to meet these goals, then the Unified Government can reduce the total eligible CID Costs by 2.5% for failing to meet construction goals and 2.5% for failing to meet professional services goals, for a potential total of 5%.

RESOLUTION NO. R-____-20

**A RESOLUTION ADOPTING AND AUTHORIZING THE APPROVAL
OF THE DEVELOPMENT AGREEMENT FOR WESTFIELD
COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, WBB, LLC, a Kansas limited liability company ("Developer") plans a project consisting of the acquisition of approximately 9.09+/- acres of real property located generally at the southeast corner of N. 82nd Street and State Avenue in the City of Kansas City, Wyandotte County, Kansas, commonly known as the "Westfield Shopping Center," and the rehabilitation and redevelopment thereof to consist of some or all of the following uses, without limitation; commercial uses, retail, restaurant and/or office uses, public space, open space and/or similar, related or appurtenant uses, other structures and uses (including, but not limited to, commercial, mixed-use, residential, non-profit, governmental and/or community uses) and all associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities, and any other items allowable under K.S.A. 12-6a26 *et seq.* (the "Project"); and

WHEREAS, in connection with the Project, Developer has also requested that a Community Improvement District ("CID") be established in order to pay certain project costs pursuant to K.S.A. 12-6a-29 *et seq.*; and

WHEREAS, development of the Project should attract new businesses and shoppers, 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; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Development Agreement for Westfield Community Improvement District with Developer (the "Westfield CID Development Agreement"), attached as Exhibit A hereto, and incorporated by reference herein.

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

Section 1. That the Unified Government Board of Commissioners hereby adopts and authorizes the Unified Government Mayor/CEO to approve and execute the Westfield CID Development Agreement in substantially the form attached hereto.

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

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

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS
THIS 16th DAY OF APRIL, 2020.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

(Seal)

(Published in *The Wyandotte Echo* on March 19, 2020 and March 26, 2020)

RESOLUTION NO. R-____-20

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING THE WESTFIELD SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), cities and counties are authorized to create community improvement districts as a method of financing economic development related improvements in a defined area within their city or county; and

WHEREAS, the Act authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, on January 22, 2020 a petition (the “Petition”) was filed with the Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”), proposing the creation of the Westfield Shopping Center Community Improvement District (“Westfield CID”) under the Act and the imposition of a community improvement district sales tax (“CID Sales Tax”) in order to assist in financing the project as described in the Petition (the “Project”); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the Westfield CID and approving the Project set forth in the Petition, pursuant to the authority of the Act, and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

Section 1. Petition. The Governing Body hereby finds and determines that the Petition for the Westfield CID meets the requirements of the Act.

Section 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the Westfield CID, and approving the Project set forth in the Westfield CID, such public hearing to be held April 16, 2020 at 7:00 p.m., or as soon thereafter as the matter can be heard, at the Commission Chambers, lobby level of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, under the authority of the Act.

Section 3. Proposed Westfield CID Project. The general nature of the Project is as follows:

The acquisition of approximately 9.09+/- acres of real property located generally at the southeast corner of N. 82nd Street and State Avenue in the City of Kansas City, Wyandotte County, Kansas, commonly known as the “Westfield Shopping Center,” and the rehabilitation and redevelopment thereof to consist of some or all of the following uses, without limitation; commercial uses, retail, restaurant and/or office uses, public space, open space and/or similar, related or appurtenant uses, other structures and uses (including, but not limited to, commercial, mixed-use, residential, non-profit, governmental and/or community uses) and all associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities, and any other items allowable under K.S.A. 12-6a26 *et seq.*

Section 4. Estimated Costs. The total estimated cost of the Project to be funded by the Westfield CID, as set forth in the Petition, is \$4,176,744 as the same may be changed or modified pursuant to the terms of the development agreement between the Unified Government and the developer of the Project.

Section 5. Method of Financing. The costs of the Project will be financed with the CID Sales Tax levied pursuant to the provisions of the Act and reimbursed on a pay-as-you-go basis, as defined in the Act, as well as private equity and private debt.

Section 6. Amount of Sales Tax. The Westfield CID Sales Tax is in the amount of 1.0% on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable pursuant to the Kansas Retailers’ Sales Tax Act (K.S.A 79-3601, *et seq.*) within the Westfield CID.

Section 7. Amount and Method of Assessment. It is not proposed that the Project be financed through the levying of assessments.

Section 8. Map and Legal Description of Proposed Westfield CID. The legal description of the property contained in the Westfield CID is set forth in Exhibit A attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed Westfield CID is attached as Exhibit B hereto, and incorporated by reference herein. A table of the estimated costs of the Project is attached as Exhibit C hereto.

Section 9. Notice of Hearing. The Unified Government Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper of the county. Such publication shall be at least once each week for two (2) consecutive weeks. The second publication shall be at least seven (7) days prior to the date of the hearing. The Unified Government Clerk is hereby further authorized, ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed Westfield CID at least ten (10) days prior to the date of the public hearing.

Section 10. Effective Date. This Resolution shall be effective upon adoption by the Governing Body.

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS
THIS 12th DAY OF MARCH, 2020.**

David G. Alvey
Mayor/CEO

ATTEST:

Unified Government Clerk

(Seal)

EXHIBIT A

Legal Description of Westfield CID

Lots 1 and 3, WESTFIELD SHOPPING CENTER, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof.

EXCEPT that part described as follows:

A tract of land in Lot 1, "WESTFIELD SHOPPING CENTER", a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83.)

Beginning at the Northwest Corner of said Lot 1, being the South right-of-way line of State Avenue, as now established, and the East right-of-way line of 82nd Street, as now established; Thence North 87° 49' 21" East, 21.39 feet along the North line of a said Lot 1 and said South right-of-way line; Thence South 33° 18' 04" West, 36.84 feet to the West line of said Lot 1 and said East right-of-way line; Thence North 02° 11' 07" West, 30.00 feet along the West line of said Lot 1 to the Point of Beginning of the tract herein described.

EXHIBIT B

Map of Westfield CID

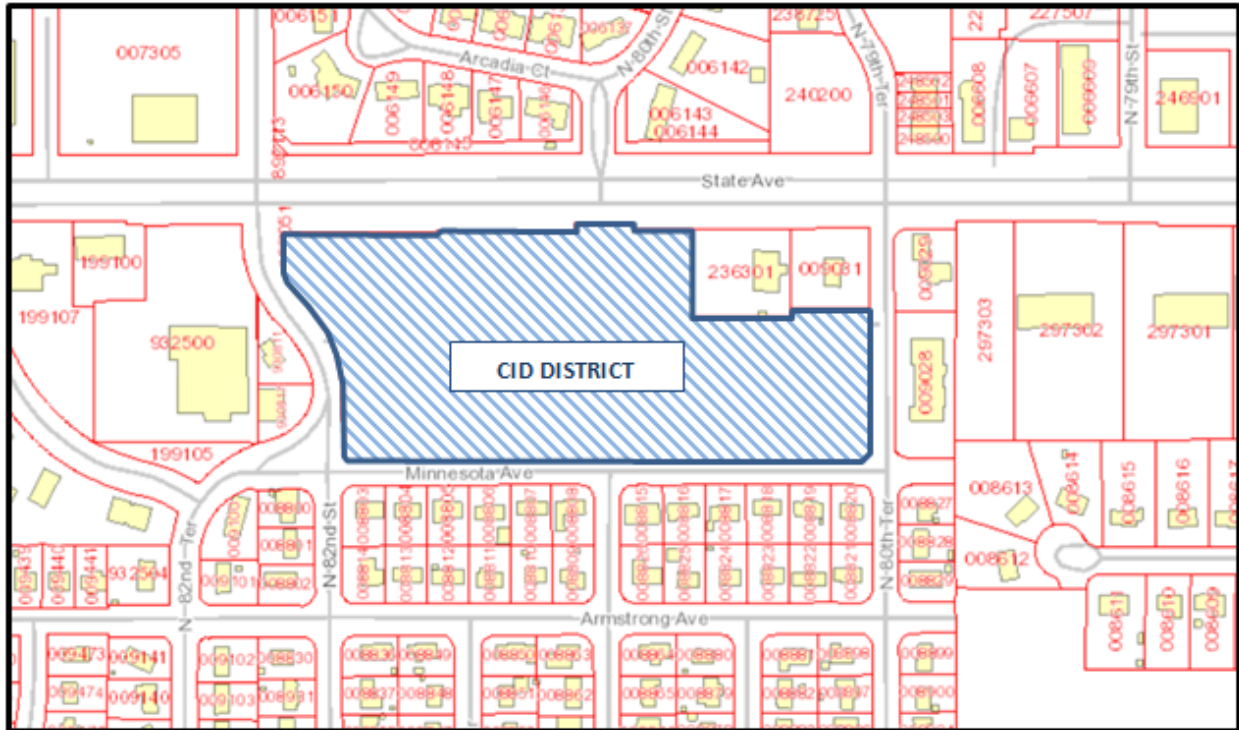


EXHIBIT C

Estimated Project Costs

ESTIMATED PROJECT COSTS*	Total Est. Cost	Est. CID Cost
Purchase Price	\$ 7,100,000	\$ 2,439,744
Environmental Remediation	\$ 12,000	\$ 12,000
New Roof	\$ 500,000	\$ 500,000
Landscaping and Parking Lot	\$ 200,000	\$ 200,000
Façade Enhancements	\$ 650,000	\$ 650,000
Tenant Signage	\$ 75,000	\$ 75,000
Tenant Improvements	\$ 100,000	\$ 100,000
Miscellaneous Capital Improvements	\$ 200,000	\$ 200,000
Totals	\$ 8,837,000	\$ 4,176,744

*The numbers above are estimates only and subject to change in the Project developer's discretion, including as actual costs are incurred and revenues received. Subject to the Reimbursement Cap and the \$2,439,744 cap on reimbursement for land acquisition costs, nothing herein shall be construed as a cap (or caps) on the amount of CID being requested (for any particular line item or as a whole), or the amount of CID that is available to help pay "costs" of the "Project" (as defined in the Act).

DEVELOPMENT AGREEMENT

(Westfield Shopping Center CID)

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into as of April 16, 2020 (the “**Effective Date**”) by and between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city–county having all the powers, functions and duties of a county and a city of the first class (the “**Unified Government**”), and **WBB, LLC**, a Kansas limited liability company, and its successors and assigns (“**Developer**”). The Unified Government and Developer are sometimes hereinafter collectively referred to as the “**Parties**,” and each a “**Party**.”

RECITALS

WHEREAS, Developer owns or will own, and desires to design, develop, construct and redevelop the approximately 9.09+/- acres of land (the “**Project**”) generally located at 8051 State Avenue in Kansas City, Kansas, commonly known as the Westfield Shopping Center, as legally described on **Exhibit A** and generally depicted on **Exhibit B** attached hereto (the “**District**”); and

WHEREAS, on January 29, 2020, Developer submitted a petition (the “**CID Petition**”), attached hereto as **Exhibit C**, requesting the formation of a community improvement district (the “**CID**”) on the District and the imposition of a one percent (1.00%) tax on the sale of tangible personal property at retail and rendering or furnishing of services in the CID (the “**CID Sales Tax**”) in accordance with K.S.A. 12-6a26 *et seq.* (the “**CID Act**”); and

WHEREAS, on April 16, 2020, following the public notice and hearing procedures set forth in the CID Act, the Unified Government created the CID and approved the imposition of the CID Sales Tax through the adoption of Ordinance No. O-____-20 of the Unified Government, which ordinance is attached hereto as **Exhibit D**; and

WHEREAS, the Parties agree that the Project is not financially feasible without the public financing described in this Agreement, and enter into this Agreement to provide the necessary financing for the Project.

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

1 DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction will apply in construing the provisions of this Agreement:

- A. The terms defined in this Agreement include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.

- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this Agreement to specified “Sections,” “Subsections” and other subdivisions are to be the designated Sections and other subdivisions of this Agreement as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection or other subdivision.
- F. The Section, Subsection and other headings herein are for convenience only and will not affect the construction or interpretation hereof.
- G. The representations, covenants and recitations set forth in the foregoing recitals, and the ordinances referenced therein, are material to this Agreement and are hereby incorporated into and made a part of this Agreement as if they were fully set forth in this Section 1.1(G).

1.2 Definitions of Words and Terms. Capitalized words used, but not otherwise defined, in this Agreement will have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

- **“Action”** has the meaning set forth in **Section 9.1**
- **“Agreement”** means this Agreement, as the same may be amended from time to time.
- **“Applicable Laws and Requirements”** means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.
- **“Certificate of Project Costs”** means a certificate relating to Project Costs in substantially the form attached hereto as **Exhibit E**.
- **“Certificate of Substantial Completion”** means a certificate evidencing Substantial Completion of the Project, in substantially the form attached hereto as **Exhibit F**.
- **“CID”** means the community improvement district created over the District by the Unified Government in accordance with the CID Act.
- **“CID Act”** means the community improvement district act contained in K.S.A. 12-6a26 *et seq.*
- **“CID Administrative Service Fee”** means a fee payable to the Unified Government as provided in **Section 4.5** hereof, equal to 1.0% of all CID Sales Tax Revenue.
- **“CID Collection Period”** means the period of time ending twenty-two (22) years after the commencement of the CID Sales Tax.

- **“CID Costs”** means all Project Costs (as defined in the CID Act) eligible for disbursement to Developer pursuant to the CID Act and this Agreement, and payable from the revenues derived from the CID Sales Tax, including necessary reserves, capitalized interest and costs of issuance. For purposes of this Agreement, no more than \$710,000 in land acquisition costs shall be eligible as reimbursable CID Costs.
- **“CID Sales Tax”** means the 1.00% community improvement district sales tax to be imposed within the CID pursuant to the CID Act for the CID Collection Period.
- **“CID Sales Tax Revenue”** means all revenues received by the Unified Government from the CID Sales Tax, as set forth in **Section 4.1**.
- **“CID Sales Tax Fund”** means the Westfield CID Sales Tax Fund, created pursuant to the CID Act and **Section 4.2** hereof.
- **“City”** means the City of Kansas City, Kansas.
- **“Construction Plans”** means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments and corrections, submitted by Developer and, if applicable, approved by the Unified Government, in accordance with this Agreement.
- **“County”** means Wyandotte County, Kansas.
- **“Developer”** means WBB, LLC, a Kansas limited liability company, and any successors and assigns approved or otherwise permitted in accordance with this Agreement.
- **“Developer Event of Default”** means any event or occurrence as defined in **Section 10.1**.
- **“District”** has the meaning set forth in the Recitals.
- **“Excusable Delay”** means any delay beyond the reasonable control of the Party affected, including any delays to the Project Schedule, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, the inability of Developer to locate purchasers, tenants, or users in connection with any portion of the Project, any other reasonable hindrance to Developer’s development of the Project provided such hindrance is not caused by Developer, and any other events or conditions, including but not limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.
- **“Governmental Approvals”** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural

review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Plans and this Agreement.

- **“Governmental Authorities”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.
- **“Parties”** means Developer and the Unified Government and their successors and assigns.
- **“Permitted Subsequent Approvals”** means the zoning and building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the Effective Date, which the Unified Government or other Governmental Authority has not yet determined to grant.
- **“Plans”** means any Site Plan, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with Unified Government code, applicable laws of Governmental Authorities and this Agreement.
- **“Project”** has the meaning set forth in the Recitals.
- **“Project Area”** means the approximately 9.09+/- acres located at or about 8051 State Avenue, Kansas City, Wyandotte County, Kansas, as legally described on ***Exhibit A*** attached hereto.
- **“Project Budget”** means the estimated project budget for the Project, as set forth in ***Exhibit G***.
- **“Reimbursement Cap”** means \$2,447,000 in reimbursement of Project Costs, plus financing costs such as interest, received by Developer from CID Sales Tax Revenue. Payment of the CID Administrative Service Fee shall not be counted against the Reimbursement Cap.
- **“Project Costs”** means all costs associated with the Project authorized (whether by statute, policy, ordinance of the Unified Government or otherwise) for reimbursement to Developer including, but not limited to, acquisition costs, soft costs, architectural and engineering costs, legal expenses, financing fees and expenses, demolition costs, utility and infrastructure improvement fees and costs, signage costs, landscaping costs, inspection and testing expenses, developer fees, structural costs, parking lot related costs, vertical improvement costs, tenant improvement or tenant allowance costs, and other costs required to complete and implement the Project in accordance with Applicable Laws and Requirements, whether or not such costs were undertaken by Developer, and including, as applicable, any CID Costs.
- **“Site Plan”** means, if applicable, the final site plan submitted by Developer to the Unified Government and approved by the Unified Government pursuant to applicable Unified Government ordinances, regulations and Unified Government code provisions, which may be approved as a whole or approved in phases or stages.

- **“Substantial Completion”** shall mean such time as all improvements contemplated in the Site Plan have been completed, as evidenced by the Developer’s submission, and Unified Government acceptance, of a Certificate of Substantial Completion in accordance with Section 6.9.
- **“Unified Government”** means the Unified Government of Wyandotte County/Kansas City, Kansas.
- **“Unified Government Event of Default”** means any event or occurrence defined in Section 10.2.
- **“Unified Government Representative”** means the Mayor/CEO or County Administrator, and such other person or persons at the time designated to act on behalf of the Unified Government in matters relating to this Agreement.
- **“Unified Government Indemnified Parties”** has the meaning set forth in Section 9.1.

2 REPRESENTATIONS AND WARRANTIES

- 2.1 Representations of Unified Government.** The Unified Government represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary Unified Government proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Unified Government, enforceable in accordance with its terms.
- 2.2 Representations of Developer.** Developer makes the following representations and warranties, which are true and correct on the date hereof to Developer’s actual knowledge:
- A. Due Authority. Developer represents and warrants that it has all necessary organizational power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary procedures. Accordingly, this Agreement constitutes the legal valid and binding obligation of Developer, enforceable in accordance with its terms.
 - B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof, to the best of Developer’s actual knowledge, do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
 - C. No litigation. No litigation, proceeding or investigation is pending or, to the actual knowledge of Developer, threatened against the Project, Developer, or any officer, director, member or shareholder of Developer that would adversely affect or impair the Project or the obligations of Developer under this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the actual knowledge of Developer, threatened against Developer seeking to restrain, enjoin or in any way limit the approval

or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer, of the terms and provisions of this Agreement.

- D. No Material Change. (1) Developer has not incurred any material liabilities or entered into any material transactions associated with the Project, other than in the ordinary course of business and except for the transactions contemplated by this Agreement, and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of Developer, which could affect Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by Developer to the Unified Government prior to the execution of this Agreement.
- E. Governmental or Corporate Consents. To the best of Developer's actual knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement, other than Permitted Subsequent Approvals and any authorizing resolutions made in connection with this Agreement.
- F. No Default. No Developer Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a Developer Event of Default in any material respect.
- G. Approvals. Except for Permitted Subsequent Approvals, to the best of Developer's actual knowledge, Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business associated with the Project and this Agreement as heretofore conducted by it and to own or lease its properties as now owned or leased by it. Except for the Permitted Subsequent Approvals, to the best of Developer's actual knowledge, Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business associated with plans to acquire, construct, equip, operate and maintain the Project. Developer reasonably believes that all such certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, which have not yet been obtained will be obtained in due course.
- H. Construction Permits. Except for the Permitted Subsequent Approvals, to the best of Developer's actual knowledge, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow or is not yet appropriate for such issuance, Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.
- I. Compliance with Laws. To the best of Developer's actual knowledge, Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations,

and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business and operations as contemplated by this Agreement.

- J. Other Disclosures. The information furnished to the Unified Government by Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstance under which it was made, not misleading.
 - K. Project. Developer represents and warrants that the Project Area is sufficient to construct the Project in this Agreement.
- 2.3 Developer's Acquisition of the Project Area.** At the time that this Agreement is executed, Developer represents that, except for any associated public right-of-way adjacent to the District, it either has or is under contract to purchase legal fee simple title (or easements as the case may be) to all the necessary real property in the Project Area needed for construction of the Project.

3 FINANCING OF PROJECT COSTS GENERALLY

- 3.1 Unified Government's Obligation to Reimburse Developer.** In consideration for Developer's agreement to construct the Project, and subject to available revenues and the terms of this Agreement, the Unified Government agrees to reimburse Developer for all of its CID Costs from CID Sales Tax Revenue. Subject to available revenues and the Reimbursement Cap define herein, Developer shall be reimbursed for Project Costs (1) from the CID Sales Tax Fund as funds are collected in the CID Sales Tax Fund (the "**Pay As You Go**" method), as further set forth in **Section 3.2** and **Section 4.2(B)**. The Parties agree that all reimbursement to Developer shall be made only on a Pay As You Go basis. The Parties further agree that the Unified Government shall have no obligation to reimburse Developer until funds are available in the CID Sales Tax Fund.
- 3.2 Pay As You Go Financing.** For the Project Costs to be reimbursed to Developer on a Pay As You Go basis, the CID Sales Tax Revenue, as applicable, will be disbursed by the Unified Government from the CID Sales Tax Fund, from time to time, but not more often than on a quarterly basis, to reimburse Developer for the applicable Project Costs. Target dates for quarterly distributions are April 30th, July 31st, October 31st, and January 31st. Except as otherwise provided in this Section 3, the CID Sales Tax Revenue, as applicable, shall be disbursed from the Unified Government to Developer if and to the extent that there are available funds in the CID Sales Tax Fund.
- 3.3 Reimbursement for Land Acquisition.** Notwithstanding anything in this Agreement to the contrary, the Parties agree that reimbursement of CID Costs relating to land acquisition, as set forth in the definition of "CID Costs" above, shall not be made until the façade enhancements to the Project Site have been completed.

4 CID SALES TAX REVENUE

- 4.1 Reimbursement of CID Sales Tax Revenue.** Subject to the terms and conditions of this Agreement and the CID Act, the Unified Government shall cause the imposition of the CID Sales Tax within the District on the date set forth in this Section 4.1. The resulting revenue from the imposition of the CID Sales Tax (the "**CID Sales Tax Revenue**") will be collected and applied to reimburse Developer for all of its CID Costs. The Unified Government hereby authorizes the levy of the CID Sales Tax and directs the Unified Government's clerk and staff to take all actions necessary to impose such CID Sales Tax with collection commencing on **October 1, 2020**, or such other date selected by Developer and communicated to the Unified Government prior to July 1, 2020.
- 4.2 CID Sales Tax Fund.**
- A. **Creation of CID Sales Tax Fund; Deposit of CID Sales Tax Revenue.** During the existence of the CID, all CID Sales Tax Revenue generated within the District shall be deposited into a fund to be known as the Westfield CID Sales Tax Fund (the "**CID Sales Tax Fund**"), which shall be established and administered by the Unified Government in compliance with this Agreement and Applicable Laws and Requirements.
 - B. **Disbursements from CID Sales Tax Fund.** All disbursements from the CID Sales Tax Fund will be made to reimburse Developer for CID Costs, including the payment of principal of and interest on any CID Obligations issued by the Unified Government to finance, in whole or in part, the Project. The Unified Government shall have sole control of the disbursements from the CID Sales Tax Fund. Such disbursements shall first be made to pay the CID Administrative Service Fee to the Unified Government pursuant to **Section 4.5**, then, after payment of the CID Administrative Service Fee, to reimburse Developer for CID Costs incurred by Developer.
- 4.3 CID Collection Period.** The CID Sales Tax will be collected within the District for a period that commences on the date that the CID Sales Tax is imposed up to and concluding upon the date occurring twenty two (22) years thereafter (the "**CID Collection Period**"). At the end of the CID Collection Period, the Parties understand and agree that the CID and CID Sales Tax will terminate. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Unified Government hereby agrees that Developer may terminate this Agreement at any time upon thirty (30) days prior written notice to the City. Upon such termination by Developer, the parties agree that the City shall take any and all action necessary to promptly terminate the CID and CID Sales Tax, and to cease collection of the CID Sales Tax as soon as reasonably possible, in accordance with the CID Act and other Applicable Laws and Requirements.
- 4.4 CID Reimbursement for Maintenance and Repair.** The Parties agree that in addition to the reimbursement of CID Costs, the CID Sales Tax Revenue will be used to reimburse Developer for Developer's actual costs in connection with the ongoing renovation, maintenance, and repair of the Project, provided that (i) the CID Collection Period has not expired, and (ii) all such costs are eligible under the CID Act. Prior to the Unified Government's approval of a Certificate of Project Costs for ongoing renovation, maintenance, and repair, the Unified Government will have the right, to perform an inspection to ensure proper maintenance of the Project.
- 4.5 CID Annual Administrative Service Fee.** The Unified Government will collect the CID Administrative Service Fee on all CID Sales Tax Revenue. The CID Administrative Service Fee will be used to cover the administration and other Unified Government costs incurred for the

duration of the CID Collection Period, and will be in addition to the costs identified in the Project Budget. The CID Administrative Service Fee may be paid at the same frequency as the CID distributions are paid to Developer from the CID Sales Tax Revenue deposited in the CID Sales Tax Fund, or as the proceeds of CID Obligations are disbursed to Developer, as applicable, and will be deemed a CID Cost. If CID Obligations have been issued and there are insufficient funds available in the CID Sales Tax Fund to pay the CID Administrative Service Fee, then such CID Administrative Service Fee will accrue and be paid to the Unified Government in full at such time as sufficient funds are available in the CID Sales Tax Fund. Developer may continue to use any surplus amounts of CID Sales Tax Revenue after all CID Costs have been reimbursed, for any purpose authorized by the CID Act.

5 DEVELOPER REIMBURSEMENT PROCEDURES

- 5.1 Certificate of Project Costs.** All requests for payment or reimbursement of Project Costs shall be made in a Certificate of Project Costs in substantially the form attached hereto as ***Exhibit E***. Requests for payment of Project Costs shall be submitted by Developer to the Unified Government not more often than monthly. Developer shall provide itemized invoices, real estate contracts, receipts or other information reasonably requested, if any, to confirm that any such cost has been incurred by Developer, and shall further provide a summary sheet detailing the costs requested to be paid or reimbursed. Such summary sheet, including any attachments or supplements thereto, shall show the approximate date such cost was incurred and/or paid, the payee, a brief general description of the type of cost paid, and the amount paid. Developer shall provide such additional information as reasonably requested by the Unified Government to confirm that the such costs have been paid and qualify as Project Costs.
- 5.2 Inspection.** The Unified Government reserves the right to, upon reasonable notice to Developer, have its engineer or other agents or employees inspect all work in respect of which a Certificate of Project Costs is submitted, to examine Developer's records relating to all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the Unified Government to evaluate compliance with the terms of this Agreement.
- 5.3 Review and Approval.** The Unified Government shall have thirty (30) calendar days after receipt of any Certificate of Project Costs to review and respond by written notice to Developer. If the submitted Certificate of Project Costs and supporting documentation demonstrates that: (1) the request relates to the Project; (2) the applicable expense(s) have been paid; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of Developer, then the Unified Government shall approve the Certificate of Project Costs and make, or cause to be made, payment or reimbursement from the CID Sales Tax Fund, or from the Proceeds of Obligations, as applicable, in accordance with this Agreement, within thirty (30) days following the Unified Government's approval of the Certificate of Project Costs. If the Unified Government reasonably disapproves the Certificate of Project Costs, the Unified Government shall notify Developer in writing of the reason for such disapproval within such thirty (30) day period. Approval of the Certificate of Project Costs will not be unreasonably withheld, conditioned, or delayed.
- 5.4 Right to Inspect and Audit.** Developer agrees that, for up to one (1) year after completion of the Project, the Unified Government, with reasonable advance notice and during normal business hours, shall have the right and authority to review and audit from time to time, all of Developer's books and records relating to the Project Costs (including all general

contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

- 5.5 Limitation on Unified Government's Payment Obligations.** Notwithstanding any other term or provision of this Agreement, the Unified Government's obligation to reimburse Developer for Project Costs shall be limited to monies in the CID Sales Tax Fund, and shall not be payable from any other source.

6 THE PROJECT

- 6.1 Scope of the Project.** Developer shall construct, or cause to be constructed, a Project consisting of the rehabilitation and redevelopment of the Westfield Shopping Center including, but not limited to, façade improvements, closure of the first entrance/exit immediately to the east of N. 82nd St., commercial uses, retail, restaurant and/or office uses, public space, open space and/or similar, and other uses as more fully set in the CID Petition attached as **Exhibit C** hereto.

- 6.2 Minimum Improvements.** Notwithstanding Developer's intentions to spend approximately \$1,700,000 on professional services and construction as part of the Project, Developer hereby covenants and commits to spend at least \$1,000,000 on professional services and improvements as part of the Project on or before the Completion Date set forth in **Section 6.3** of this Agreement (the "**Minimum Improvements**"). If Developer shall fail to meet the Minimum Improvements by the Completion Date, and such failure shall continue for a period of ninety (90) days following Developer's receipt of written notice from the UG identifying such failure and requiring that it to be remedied, then the Unified Government may terminate this Agreement by written notice to Developer.

6.3 Project Schedule.

- A. Subject to the terms and conditions of this Agreement, Developer will use reasonable efforts to construct, or cause to be constructed, the Project within twenty-four (24) months from the date that Developer has secured all final permits for the Project (the "Completion Date"). The completion of the Project shall be evidenced by the Developer's submission, and Unified Government acceptance, of a Certificate of Substantial Completion in accordance with **Section 6.9** of this Agreement.
- B. The Unified Government agrees to act in good faith and use its best efforts to timely process and review all Plans and consider the issuance of all necessary permits and other approvals, including building permits, rezoning approvals, preliminary and final plat approval, and all other permits or approvals which are required for Developer and businesses within the District to construct the Project. To the extent the Unified Government determines that any Plans or other documents or requests submitted by Developer for the Unified Government's approval are unacceptable, the Unified Government shall provide a written description detailing the portions of the Plans or documents that are unacceptable and provide Developer a reasonable opportunity to remedy, or cause to be remedied, the same.
- C. The Parties recognize and agree that market and other conditions may affect the Project Schedule. Therefore, the Project Schedule is subject to change and/or modification, with the prior written approval of the Unified Government, which shall not be unreasonably

conditioned, delayed, or withheld, upon a showing by Developer of changed or adverse market or other conditions. Notwithstanding anything herein to the contrary, failure to construct, lease or occupy the Project according to the Project Schedule shall not constitute a breach of this Agreement nor serve as a basis for withholding of reimbursement pursuant to this Agreement.

6.4 Project Budget. Developer estimates that the costs associated with the Project are as set forth in **Exhibit G** attached hereto, it being acknowledged by the Parties that the Project Budget has been prepared prior to planning, zoning and plat approvals and prior to final bids based on said approvals, and the Project Budget is, therefore, subject to change at Developer's discretion. Upon request of the Unified Government in connection with a Certificate of Project Costs, Developer shall provide a detailed sources and uses of funds for the Project Costs sought to be reimbursed pursuant to the Certificate of Project Costs.

6.5 Design of Project. In order to further the development of the Project, the Unified Government hereby authorizes Developer to construct, or cause to be constructed, the Project according to the Plans approved by the Unified Government.

6.6 Construction Plans, Permits and Approvals.

- A. Construction Plans. Developer shall submit Construction Plans for the Project for review and approval pursuant to Unified Government Code. Construction Plans may be submitted in phases or stages. Developer agrees that all construction, improvement, equipping, and installation work on the Project shall be done substantially in accordance with the Site Plan, Construction Plans and related documents to be approved by the Unified Government in compliance with Unified Government Code.
- B. Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the Unified Government pursuant to the Unified Government Code, or by any other Governmental Authorities having jurisdiction as to such construction, development or work. The Unified Government shall cooperate with and provide all usual assistance to Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.
- C. Development Schedule. Developer shall commence construction of the Project in a good and workmanlike manner in substantial accordance with the terms of this Agreement. Developer shall cause the Project to be completed with due diligence, subject to Excusable Delay. Upon reasonable advance notice, Developer shall meet with the Unified Government to review and discuss the design and construction of the Project in order to enable the Unified Government to monitor the status of construction and to determine that the Project is being performed and completed in substantial accordance with this Agreement.
- D. Continuation and Completion. Subject to Excusable Delays, and except as otherwise agreed to by the Parties in writing, once Developer has commenced construction of the Project, or a particular phase of the Project as approved by the Unified Government, Developer shall not permit cessation of work on the Project or such phase of the Project

for a period in excess of 60 consecutive days or 90 days in the aggregate without prior written consent of the Unified Government (provided that build out of tenant spaces or other construction within a completed “shell”, shall not be subject to this requirement).

- E. Antidiscrimination. Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Project, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, sexual orientation, gender identity, marital status, disability, national origin or ancestry.
- F. No Waiver. Nothing in this Agreement will constitute a waiver of the Unified Government’s right to consider and approve or deny Governmental Approvals pursuant to the Unified Government’s regulatory authority as provided by Unified Government Code and applicable state law. Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the Unified Government’s discretionary zoning authority by the Unified Government’s Planning Commission and Governing Body in accordance with Unified Government Code and applicable state law.

6.7 Rights of Access. Representatives of the Unified Government shall have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, upon reasonable notice to Developer, for the purpose of ensuring compliance with this Agreement, including the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project; provided, however, that such representatives of the Unified Government, prior to any such access, shall check in with the on-site manager, and at all times while present at the Project, shall carry proper identification, insure their own safety assuming the risk of injury, and not interfere with the construction activity.

6.8 Intentionally Omitted.

6.9 Certificate of Substantial Completion. Promptly after completion of the Project in accordance with the provisions of this Agreement, Developer shall submit a Certificate of Substantial Completion to the Unified Government. “**Substantial Completion**” shall mean Developer will have completed substantially all work with respect to the Project and provided all Certificates of Project Costs with respect to the Project (except those related to ongoing maintenance and repair or tenant improvement costs and expenses). The Certificate of Substantial Completion will be in substantially the form attached as **Exhibit F**. The Unified Government shall, within ten (10) business days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Unified Government’s execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of Developer’s agreements and covenants to construct the Project to which the Certificate of Substantial Completion relates.

7 USE OF PROJECT

7.1 Operation of Project. The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other Applicable Laws, rules and regulations. Developer will, at its own expense (or at the expense of Project tenants and

users), secure or cause to be secured, any and all permits which may be required by the Unified Government and any other governmental agency having jurisdiction for the construction and operation of the Project.

7.2 Sales Tax Information.

- A. Except with respect to existing leases and agreements in place on the Effective Date hereof, Developer agrees to use commercially reasonable efforts to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District to be obligated to provide to the County Administrator and the Finance Director along with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the District. Developer also agrees to inform the Unified Government of any new openings or closings of businesses within the District within thirty (30) days of such openings or closings.
- B. To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the Unified Government in accordance with K.S.A. 79-3657.

7.3 Taxes, Assessments, Encumbrances and Liens.

- A. So long as Developer owns real property within the District, Developer will pay, or cause to be paid, when due, all real estate taxes and assessments on the property it owns within the District. Nothing herein will be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto. Developer and any other owners of real property in the District, as applicable, will promptly notify the Unified Government in writing of a protest of real estate taxes or valuation of Developer's or such other owner's property within the District in accordance with Applicable Laws and Requirements.
- B. Subject to the provisions of this Agreement (including Excusable Delay), Developer agrees to use commercially reasonable efforts to prevent mechanics' or other liens from being established or remaining against the Project, or the funds in connection with the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, Developer shall not be in default if mechanics' or other liens are filed or established and Developer contests (or causes to be contested) in good faith said mechanics' liens, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. Developer hereby agrees and covenants to indemnify and hold harmless the Unified Government in the event any liens are filed against the Project as a result of acts of Developer, its agents or independent contractors.

7.4 Financing During Construction; Rights of Holders.

- A. **No Encumbrances Except Mortgages during Construction.** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction,

renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

- B. **Holder Not Obligated to Construct Improvements.** The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.
- C. **Notice of Default to Mortgage Holders; Right to Cure.** With respect to any mortgage granted by Developer as provided herein, whenever the Unified Government shall deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Project, the Unified Government shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, if the Unified Government has been requested to do so in writing by Developer. Each such holder shall (insofar as the rights of the Unified Government are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed Developer's obligations to the Unified Government by written agreement reasonably satisfactory to the Unified Government. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the Unified Government that it has the qualifications and financial responsibility necessary to perform such obligations.
- D. The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith. Nothing in this Agreement is intended or shall be construed to prevent Developer from obtaining any financing for the Project or any aspect thereof.

7.5 Covenant for Non-Discrimination.

- A. Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital status, age, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the District, nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

- B. The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Unified Government, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect, or so long as Obligations are outstanding, whichever is longer.

8 ASSIGNMENT; TRANSFER

- 8.1 Transfer Generally.** Except as otherwise provided in this Agreement, the rights, duties and obligations hereunder of Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the Unified Government County Administrator, which shall not be unreasonably withheld, conditioned or delayed, with the right to request an appeal to the Unified Government. Except as otherwise provided in this Agreement, any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the Unified Government, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of, or relates to, a portion of the District, such obligations, conditions and restrictions to the extent that they relate to such portion). Developer will not be relieved from any obligations set forth herein unless and until the Unified Government specifically agrees to release Developer. Notwithstanding anything herein to the contrary, (i) Developer shall have the right to assign all or any portion of its rights, title and interest in this Agreement to (i) a lender for purposes of securing financing, and (ii) any entity owned or controlled, directly or indirectly, by Developer or one or more of its principals (an "Affiliate Transfer"), both of which are permitted without the approval of the Unified Government. If requested by Developer or Developer's lender, the Unified Government hereby agrees to, and authorizes the Unified Government County Administrator to execute a consent and agreement to: (i) such collateral assignment; or (ii) specifically release Developer from any and all obligations assumed by the assignee in an Affiliate Transfer, upon receipt by the Unified Government of a fully-executed assignment and assumption agreement.
- 8.2 Tenants.** No tenant of any part of the District shall be bound by any obligation of Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the District except Developer shall be entitled to any rights whatsoever or claim upon the tax revenues as set forth herein, except as specifically authorized in writing by Developer and approved by the Unified Government.
- 8.3 Permitted Assignments/Transfers.** The foregoing restrictions on assignment, and the restrictions in **Section 7.4**, shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, or (b) the sale, rental or leasing of portions of the District for the uses permitted under the terms of this Agreement, all of which are permitted without any approval of the Unified Government or assumption on the part of the transferee.
- 8.4 Developer Reorganization or Transfer of Ownership.** Nothing herein shall prohibit Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business planning. Nothing herein shall prohibit Developer from selling or transferring the Project or the District (or a portion thereof), or Developer's interest therein. The Parties agree and acknowledge that any rights of Developer hereunder to receive reimbursement for Project Costs run with this Agreement, and as such, any party to which

this Agreement is assigned, sold, transferred or conveyed, whether in whole or in part, may (in Developer's discretion) also be assigned any and all rights with respect to reimbursement of Project Costs for those portions of the Project or District (or a portion thereof) assumed by such assignee. Additionally, any party entitled to receive reimbursement of Project Costs hereunder shall have the right, without the consent of the Unified Government, to assign such right to receive reimbursement of Project Costs to Developer as pay-as-you-go proceeds contemplated in this Agreement.

9 GENERAL COVENANTS

9.1 Indemnification of Unified Government.

- A. Developer agrees to indemnify and hold the Unified Government, its employees, agents and independent contractors and consultants (collectively, the **"Unified Government Indemnified Parties"**) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with
 - (1) Developer's actions and undertaking in implementation of the Project or this Agreement,
 - (2) the negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project; and
 - (3) any delay or expense resulting from any litigation filed against Developer by any member or shareholder of Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor. The Parties further agree as follows:
- B. This **Section 9.1** shall not apply to negligence or willful misconduct of the Unified Government or its officers, employees or agents, nor to challenges to the Unified Government's actions in considering and granting entitlements and permits, nor to any actions or disputes between the Unified Government and Developer.
- C. This **Section 9.1** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (a) the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"; 42 U.S.C. Section 9601, et seq.), (b) the Resource Conservation and Recovery Act ("**RCRA**"; 42 U.S.C. Section 6901 et seq.), and (c) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the Unified Government from liability.

- D. In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is begun or made as a result of which Developer may become obligated to one or more of the Unified Government Indemnified Parties hereunder, any one of the Unified Government Indemnified Parties shall give prompt notice to Developer of the occurrence of such event.
- E. The right to indemnification set forth in this Agreement shall survive the termination hereof.

9.2 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the Project 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 and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer and the Project.

9.3 Non-liability of Officials, Employees and Agents of the Unified Government. With the exception of violations and application of the Unified Government Code of Ethics, no recourse shall be had for the reimbursement of the Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer employee or agent of the Unified Government, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

9.4 Non-liability of Developer Representatives and Employees. No shareholder, member, partner, officer, manager, director, employee, affiliate or representative of Developer shall be personally liable or obligated to perform the obligations of Developer pursuant to the provisions of this Agreement or for any Developer Event of Default or other default or breach of this Agreement by Developer.

9.5 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its best efforts (as defined therein) to comply with the goals and provisions set forth on Exhibit H 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 in connection with the Project.

10 DEFAULTS AND REMEDIES

10.1 Developer Event of Default. Except as further provided herein, and subject to Section 10.5, a “**Developer Event of Default**” shall mean a default in the performance of any obligation or breach of any covenant or agreement of Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after the Unified Government has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, however, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default

or breach, such default or breach shall not constitute a Developer Event of Default if Developer promptly, upon receipt of such notice, diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

10.2 Unified Government Event of Default. Except as further provided herein, and subject to Section 10.5, a **“Unified Government Event of Default”** shall mean a default in the performance of any obligation or breach of any other covenant or agreement of the Unified Government in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after there has been given to the Unified Government by Developer a written notice specifying such default or breach and requiring it to be remedied; provided, however, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Unified Government is diligently attempting to remedy such default or breach, such default or breach shall not constitute a Unified Government Event of Default if the Unified Government immediately, upon receipt of such notice, diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

10.3 Remedies upon a Developer Event of Default.

- A. Upon the occurrence and continuance of a Developer Event of Default, the Unified Government will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:
- (1) The Unified Government will have the right to terminate this Agreement, in which event the Unified Government will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer, provided, that the Unified Government will nevertheless continue to have the obligation to pay and/or reimburse Developer for any Project Costs for which Developer has, previous to such termination, submitted to the Unified Government, pursuant to Section 5 of this Agreement, which obligation to reimburse will survive the termination of this Agreement; or
 - (2) The Unified Government may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the Unified Government under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Unified Government resulting from such Developer Event of Default; provided, however, that in no event will the Unified Government be entitled to any special, consequential, or punitive damages, including without limitation lost tax revenues or lost profits, for any action arising from this Agreement or the transactions contemplated hereby.
- B. If the Unified Government has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Unified Government, then and in every case, the Unified Government and Developer will, subject to any determination in such proceeding, be restored to their former positions and rights

hereunder, and thereafter all rights and remedies of the Unified Government will continue as though no such proceeding had been instituted.

- C. The exercise by the Unified Government of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Unified Government will apply to obligations beyond those expressly waived.
- D. Any delay by the Unified Government in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver or limitation of such rights in any way. No waiver in fact made by the Unified Government of any specific default by Developer will be considered or treated as a waiver of the rights with respect to any other default, or with respect to the particular default except to the extent specifically waived.

10.4 Remedies upon a Unified Government Event of Default.

- A. Upon the occurrence and continuance of a Unified Government Event of Default Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:
 - (1) Developer will have the right to terminate Developer's obligations under this Agreement; and
 - (2) Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Unified Government as set forth in this Agreement, to enforce or preserve any other rights or interests of Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by Developer resulting from such Unified Government Event of Default; provided, however, that in no event will Developer be entitled to any special, consequential, or punitive damages, including without limitation lost tax revenues or lost profits, for any action arising from this Agreement or the transactions contemplated hereby.
- B. If Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to Developer, then and in every case, Developer and the Unified Government will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of Developer shall continue as though no such proceeding had been instituted.
- C. The exercise by Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by Developer will apply to obligations beyond those expressly waived.
- D. Any delay by Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver or limitation of such rights in any way. No waiver in fact made by Developer of any specific

default by Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

- 10.5 Excusable Delays.** Neither the Unified Government nor Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.
- 10.6 Legal Actions.** Any legal actions related to or arising out of this Agreement shall be instituted in the District Court of Wyandotte County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

11 GENERAL PROVISIONS

- 11.1 Mutual Assistance.** The Unified Government and Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.
- 11.2 Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.** The Unified Government is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the Unified Government, without regard to whether the Unified Government has been, remains or is an owner of any land or interest therein in the Project or the District. If this Agreement or the covenants herein are breached, the Unified Government will have the right, subject to **Section 10** hereof, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between Developer and the Unified Government.
- 11.3 Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 11.4 Amendments.** This Agreement may be amended only by the mutual consent of the Parties, as provided by law, and by the execution of a written amendment by the Parties or their successors in interest.
- 11.5 Agreement Controls.** The Parties agree that the Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the Unified Government and Developer with respect to constructing the Project, the payment of Project Costs and all other methods of implementing the Project. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- 11.6 Conflicts of Interest.**

- A. No member of the Unified Government's governing body or of any branch of the Unified Government's government that has any power of review or approval of any of Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Unified Government the nature of such interest and seek a determination with respect to such interest by the Unified Government and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.
- B. Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the Unified Government any money or other consideration for obtaining this Agreement. Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the Unified Government who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit there from, which is part of the Project at any time during or after such person's tenure.

11.7 Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect and terminate upon the last day of the CID Collection Period. If this Agreement (or Developer's right to reimbursement of Project Costs with CID Sales Tax Revenue) is terminated prior to expiration of the CID Collection Period, the UG shall promptly terminate the CID and collection of the CID Sales Tax within the District in accordance with Applicable Laws and Requirements, notwithstanding anything herein to the contrary.

11.8 Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

11.9 Required Disclosures. Developer shall immediately notify the Unified Government of the occurrence of any material event which would cause any of the information furnished to the Unified Government by Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

11.10 Tax Implications. Developer acknowledges and represents that (1) neither the Unified Government nor any of its officials, employees, consultants, attorneys or other agents has provided to Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) Developer is relying solely upon its own tax advisors in this regard.

11.11 Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Unified Government or Developer is required, or the Unified Government or Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the Unified Government, unless otherwise provided herein, by the Unified Government Representative and for Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The Unified Government Representative may seek the advice, consent or approval of the Unified Government Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the Unified Government pursuant to this Section.

11.12 Notice. All notices and requests required pursuant to this Agreement must be sent as follows:

To the Unified Government:

Unified Government Clerk
Municipal Building
701 North 7th Street
Kansas City, KS 66101
E-mail: bcobbins@wycokck.org

With a copy to:

Chief Counsel
Legal Department
Municipal Building
701 North 7th Street
Kansas City, KS 66101
E-mail: kjmoore@wycokck.org

To Developer:

WBB, LLC
Attn: Michael J. Boyd
1707 N. Waterfront Parkway
Wichita, Kansas 67206
E-mail: mjboyd@wmorris.net

With a copy to:

Korb W. Maxwell, Esq.
Polsinelli PC
900 West 48th Place
Suite 900
Kansas City, MO 64112
kmaxwell@polsinelli.com

With a copy to:

WBB, LLC
c/o Jeff Berg
7121 West 79th Street
Overland Park, KS 66204
jeff@elevatecres.com

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof, or by reputable overnight courier service. Mailed notices shall be deemed effective on the third day after mailing (or, in the case of overnight delivery, on the next business day); all other notices shall be effective when delivered. Notice may also be delivered by e-mail and when sent to the appropriate e-mail address(es) will be deemed effective on the business day delivered as evidenced by the delivery confirmation receipt retained by the sender, unless given after 5:00 p.m. in the receiving location, in which case such receipt shall

be the next business day, provided that any emailed notice purporting to either terminate this Agreement or provide notice of an asserted failure, breach or default must be followed by a hard copy thereof given by one of the foregoing methods within one (1) business day thereafter unless receipt of such hard copy is expressly waived by a reply email from the recipient party in response to such notice email.

- 11.13 Kansas Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- 11.14 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- 11.15 Consent or Approval.** Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed.
- 11.16 Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that Seller shall at all times stay in conformity with such laws. Seller is obligated to only make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Seller's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

THIS AGREEMENT has been executed as of the Effective Date.

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

By: _____
Name: David G. Alvey
Title: Mayor/CEO
Date: _____

ATTEST:

By: _____
Unified Government Clerk

(Seal)

WBB, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of WBB, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed, in such capacity, the within instrument on behalf of and with the authority of said limited liability company, and such person duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

WITNESS my hand and official seal.

Notary Public

My commission expires:

EXHIBIT A

Legal Description of District

Lots 1 and 3, WESTFIELD SHOPPING CENTER, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof.

EXCEPT that part described as follows:

A tract of land in Lot 1, "WESTFIELD SHOPPING CENTER", a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Kansas State Plane Coordinate System NAD 83.)

Beginning at the Northwest Corner of said Lot 1, being the South right-of-way line of State Avenue, as now established, and the East right-of-way line of 82nd Street, as now established; Thence North 87° 49' 21" East, 21.39 feet along the North line of a said Lot 1 and said South right-of-way line; Thence South 33° 18' 04" West, 36.84 feet to the West line of said Lot 1 and said East right-of-way line; Thence North 02° 11' 07" West, 30.00 feet along the West line of said Lot 1 to the Point of Beginning of the tract herein described.

EXHIBIT B

Map Depiction of District

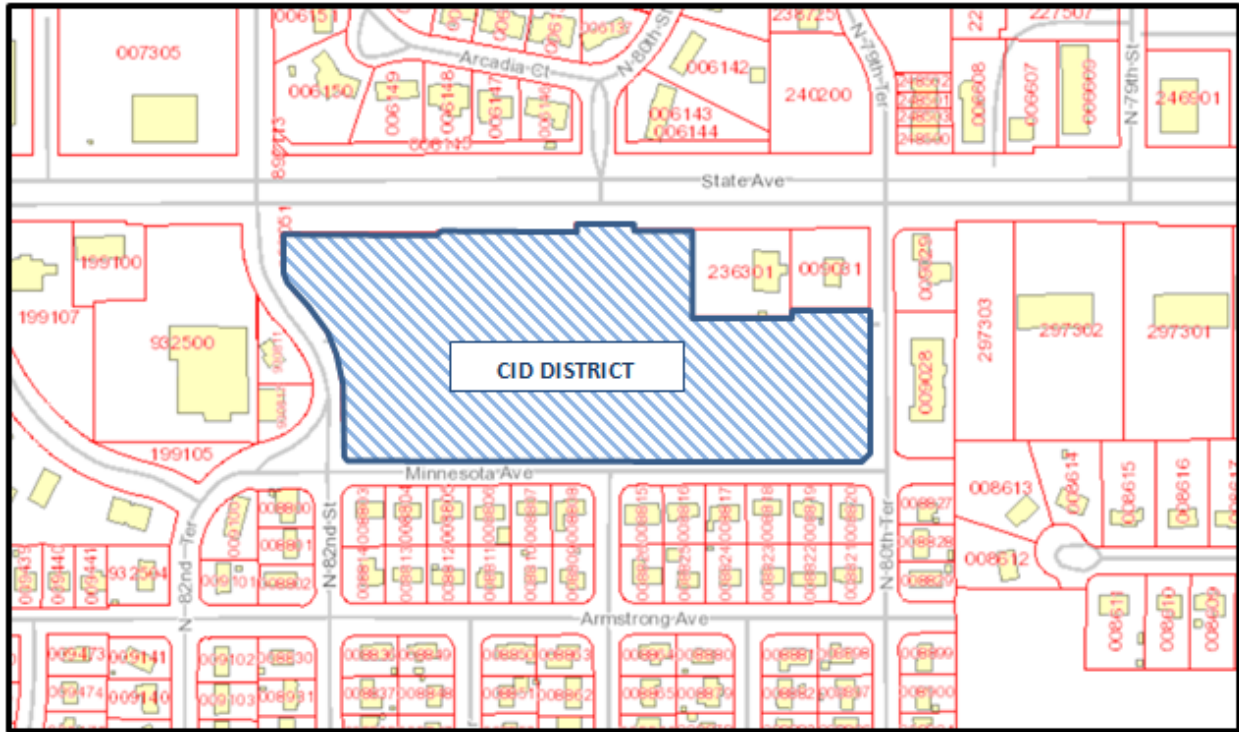


EXHIBIT C

CID Petition

[ATTACHED]

EXHIBIT D

CID Ordinance No. O-____-20

[ATTACHED]

EXHIBIT E

Form Certificate of Project Costs

CERTIFICATE OF PROJECT COSTS

TO: Unified Government of Wyandotte County/Kansas City, Kansas
Attention: County Administrator

Re: Westfield Shopping Center CID Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in that Development Agreement between the Unified Government of Wyandotte County/Kansas City, KS (the "Unified Government") and WBB, LLC ("Developer"), dated as of _____, 2020 (the "Agreement").

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 are reimbursable under the Agreement.
3. Each item listed on ***Schedule 1*** has not previously been paid or reimbursed from money derived from the CID Sales Tax 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 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. To the best of Developer's actual knowledge, 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. To the best of Developer's actual knowledge, 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. To the best of Developer's actual knowledge, 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 Developer Event of Default under the Agreement.
9. To the best of Developer's actual knowledge, all of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

WBB, LLC

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20____:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____

Title: _____

SCHEDULE I
TO
CERTIFICATE OF PROJECT COSTS

Description of <u>Project Costs</u>	<u>Cost</u>	<u>Payee</u>	Designate as Project <u>Costs</u>
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Total Costs:

EXHIBIT F

Form Certificate of Substantial Completion

Pursuant to Section 6.9 of the Agreement, the Unified Government shall, within ten (10) business days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction as to the accuracy of the certifications contained in this Certificate.

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, **WBB, LLC (“Developer”)**, pursuant to that certain Development Agreement dated as of _____, 2020 between the **Unified Government of Wyandotte County/Kansas City, Kansas** (the **“Unified Government”**) and Developer (the **“Agreement”**), hereby certifies to the Unified Government as follows:

1. That, to the best of Developer’s actual knowledge, as of _____, 20____, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. To the best of Developer’s actual knowledge, the Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as such terms are defined in the Agreement).
3. Lien waivers for applicable portions of the Project have been obtained to the best of Developer’s actual knowledge, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project, Developer has provided the Unified Government with a bond or other security or assurance reasonably acceptable to the Unified Government.
4. If applicable, this Certificate of Substantial Completion is accompanied by (a) the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Project has been substantially completed in accordance with the Agreement; and/or (b) a copy of the Certificate(s) of Occupancy issued by the Unified Government Building Official with respect to each building to be constructed within the Project.
5. This Certificate of Substantial Completion is being issued by Developer to the Unified Government in accordance with the Agreement to evidence Developer’s satisfaction of all obligations and covenants with respect to the Project.
6. The Unified Government’s acceptance of this Certificate shall evidence the satisfaction of Developer’s agreements and covenants to construct the Project.

If requested by Developer, this Certificate shall be recorded in the office of the Wyandotte County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20 ____.

WBB, LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT G

Project Budget

ESTIMATED PROJECT COSTS*	Total Est. Cost	Est. CID Cost
Purchase Price	\$ 7,100,000	\$ 710,000
Environmental Remediation	\$ 12,000	\$ 12,000
New Roof	\$ 500,000	\$ 500,000
Landscaping and Parking Lot	\$ 200,000	\$ 200,000
Façade Enhancements	\$ 650,000	\$ 650,000
Tenant Signage	\$ 75,000	\$ 75,000
Tenant Improvements	\$ 100,000	\$ 100,000
Miscellaneous Capital Improvements	\$ 200,000	\$ 200,000
Totals	\$ 8,837,000	\$ 2,447,000

*The numbers above are estimates only and subject to change in the Project developer's discretion, including as actual costs are incurred and revenues received. Subject to the Reimbursement Cap and the \$710,000 cap on reimbursement for land acquisition costs, nothing herein shall be construed as a cap (or caps) on the amount of CID being requested (for any particular line item or as a whole), or the amount of CID that is available to help pay "costs" of the "Project" (as defined in the Act).

EXHIBIT H

LBE/WBE/MBE Participation and Employment Opportunity Agreement

This Exhibit sets forth the guidelines for the utilization of local business, minority and women enterprise and local resident, minority and women participation and equal employment opportunity referenced in Section 9.5 of the Development Agreement between WBB, LLC ("Developer") and the Unified Government ("Development Agreement"). The Parties agree as follows:

I. SCOPE

These procedures are applicable to the design, construction, and development of the Project undertaken by Developer, as described in the Development Agreement, including:

- A.** professional services, which shall include but not be limited to architectural, engineering, planning, appraisal, public relations related to design, development, and construction of the Project; and
- B.** Construction, including but not limited to all aspects of the construction of the Project and all related facilities, including labor, materials and supplies, and construction-related services, but not including Specialized Services.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Development 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 only all aspects of construction of the Project, including labor, materials and supplies, and construction-related services. Construction shall not include services performed or associated with tenant improvements or any services requested by tenants of the Project.
- C.** "Developer" means WBB, LLC and any of its successors, assigns or anyone holding portions of the Project by or through them.
- D.** "Local Business Enterprises or LBE" means businesses headquartered or which maintain a major branch that performs the significant functions of the business in Wyandotte County or businesses of which at least fifty one percent (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 fifty one percent (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, medical doctors, and financial services contracted for by Developer for the design, development, and construction of the Project but specifically excluding services that have historically been sourced and provided at the holding company level by Developer (e.g., legal and accounting services).

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 construction of the Project or with respect to the annual operations of the Project.

I. "Specialized Services" means expertise, services or products, the application of which are unique to the business of the Project and which are only available through sole or limited source providers or national vendors, including, but not limited to the following: superflat concrete floors, vendor displays and racks, log construction, murals, mountain and exterior water feature displays (excluding plumbing), aquariums, mounts, bronze sculptures and construction management services and contingency. 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.

J. "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.

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

III. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION

1. Construction Goals.

Developer will use its best efforts to meet the following goals based upon the total cost of the Project, but not including Specialized Services or Construction or Professional Services already contracted for prior to the Effective Date of the Development Agreement. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area 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%
Women	7%	8%

Where appropriate, the UG may agree to different specific goals for specific elements of the Project to be awarded by Developer, when proposed by 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 and taking into account the services which have previously been contracted for other than with such LBEs, MBEs and WBEs.

2. Eligibility for Credit.

a. Only firms 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 and Housing, Missouri Department of Transportation (MODOT), City of Kansas City, Missouri, the MidAmerica Minority Business Development Council (MAMBDC), the Women's Business Enterprise National Council or any other public or private entity reasonably acceptable to the UG, may be counted towards the MBE or WBE goals.

b. Only firms qualified as LBEs, pursuant to Section II. E., at the time of submittal of the subject bid or proposal, may be counted towards the LBE goal.

c. If Developer or a Proposer has awarded a contract to an LBE, MBE or WBE that was qualified or certified (hereafter "approved," when used in this context, shall mean either certified or qualified, as case may be) at the time the proposal listing the enterprise as LBE, MBE or MBE was submitted or was undergoing certification at the time of submittal and was ultimately certified, but the LBE, MBE or WBE becomes unapproved after the proposal was submitted, but prior to the completion and acceptance of all work with respect to which the LBE, MBE or WBE was approved, Developer shall nonetheless receive credit towards the goal for the entire portion of work performed or services provided.

d. 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 or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the 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.

3. 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 the Project except for services already contracted for prior to the Effective Date of the Development Agreement, and except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications, describing the work available, pay scales, 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 females (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.

b. Employment Procedures

Developer shall implement equal employment opportunity hiring and job action procedures as that term is commonly understood.

B. DEVELOPMENT AND CONSTRUCTION UTILIZATION PLANS

1. Developer Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of the Project, Developer will submit a Project Utilization Plan to the UG for review and approval. This Plan shall set forth: all categories of work that will be covered within solicitations that Developer or its contractors intend to issue for all Construction, an estimate of the dollar value of all work covered by these solicitations and 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; the 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 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 Utilization Plan. The name, address (including e-mail address if available) and phone number of the designated person shall be provided.

c. The goals of Section III.A.1. may be met by the expenditure of dollars with approved LBE, MBE or WBE prime contractors, material suppliers, subcontractors, or through joint ventures with approved LBEs, MBEs or WBEs.

i. The participation of certified MBE and WBE Proposers may count toward each goal for which they qualify, and the participation may be divided between two (2) goals but may not be double-counted. These prime Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified MBE, and WBE and/or qualified LBE 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 or WBE as a partner, may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE, MBE or WBE is responsible for and at risk, except, however, if the L/M/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 L/M/WBE joint venture partner. To receive credit, the approved LBE, MBE or 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 a LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals but may not be double-counted. A qualified LBE that is certified as a 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 provides a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE, MBE or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the 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 Utilization Plans.

a. The UG will review Developer 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 or 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 Utilization Plan are permitted after its submission to the UG upon submission of the same to the UG.

C. CONTRACT AWARD COMPLIANCE PROCEDURES

1. Solicitation Documents.

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 L/M/WBE goals. 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 and WBE goals; and the areas of projected subcontracting.

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 name of all Proposers; (3) state the total Dollar value of work covered by proposals submitted by approved LBEs, MBEs and/or WBEs; (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), which 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, or WBE goal established in the Developer 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 efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to L/M/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report of Solicitation Results 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 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 or WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Utilization Plan goal that is not achieved, Developer shall be deemed to have used best efforts ("best efforts") to meet the Utilization Plan goals for Construction 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 or informational meetings to approved LBEs, MBEs and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs and WBEs:

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE and WBE participation, where feasible;

vi. Developer is or has provided interested LBEs, MBEs and WBEs with timely and accurate information about the plans, specification, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history; and

viii. Developer is or has worked with local, minority and women contracting, professional, civic and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its best efforts.

4. Signed Contracts.

Signed contracts between Developer or any of its contractors and successful Proposers shall be submitted to the UG within thirty (30) days after execution thereof. If a LBE, MBE or WBE subcontractor fails to sign a contract after two requests by the Proposer, Developer may request to substitute the subcontractor.

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 and 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, and WBE consultants will be working on the Project. Such schedule must be submitted at or before the pre-construction meeting with the UG and the project manager representing Developer.

3. Substitutions, Additions or Deletions.

Where a substitution for a LBE, MBE or WBE subcontractor must occur after submission of proposals by Developer to the UG, pursuant to Section III.C.2., Developer's project manager must submit notice of the change or substitution to the UG. 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 or WBE should be counted toward achievement of the goals of Section 111.A.1.a.

IV. UG'S ASSISTANCE TO DEVELOPER

The UG will, at its cost, provide assistance to Developer in fulfilling its obligations, as set forth in this Exhibit and with respect to procedures described herein. Examples of assistance the UG may provide include but are not limited to:

- A.** providing information and technical assistance to the UG, Developer and its contractors, LBEs, MBEs, WBEs, officials and other interested persons about the Project;
- B.** coordinating and conducting workshops on the Project's certification and contracting processes;
- C.** maintaining a list of registered firms;
- D.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;
- E.** updating the UG and Developer on current or proposed affirmative action legislation that may affect the Project;
- F.** recommending contract specific goals, as appropriate;
- G.** providing assistance in pre-award activities, such as provision of model or example Utilization Plans and work segmentation;
- H.** reviewing Developer and contractor performance and LBE, MBE and WBE participation on the Project, including site visits, and/or phone or desk audits to provide input on whether subcontractors listed are performing the work described in the Utilization Plan;
- I.** providing advice relative to Project utilization and compliance matters;
- J.** conducting compliance reviews and audits of LBE, MBE and WBE and participation;
- K.** evaluating requests for substitutions, additions and deletions;
- L.** assisting the UG and Developer in addressing issues related to the goals and procedures set forth in this Exhibit;
- M.** reviewing payments to subcontractors, as documented by monthly reports submitted by Developer.

N. reviewing complaints from LBEs, MBEs WBEs, contractors and any other interested persons regarding these goals and procedures;

O. assisting in Developer's development of forms to document compliance with these procedures; and

P. 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 the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. DEVELOPMENT AND CONSTRUCTION UTILIZATION PLAN REPORTS

Developer shall update the Project Utilization Plan quarterly on the form attached hereto as Attachment B 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

Subject to the provisions of **Section 10** of the Development Agreement, if Developer should fail to provide a report required by this Exhibit, and fail to cure such failure within fourteen (14) days after receipt of written notice from the UG, then such failure to cure shall constitute a Developer Event of Default and the UG shall have those remedies set forth in the Development 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 Unified Government believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described in this Exhibit have not been met, then the Unified Government shall inform Developer of this determination in writing. If, within thirty (30) days following its receipts of said written determination from the Unified Government, Developer fails to demonstrate to the Unified Government'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, the Unified Government shall have the right to reduce the Reimbursement Cap by an amount equal to two and one-half percent (2.5%), applied separately to Construction and Professional Services, (for a total of five percent (5%)) as the Unified Government's sole and exclusive remedy for such failure.

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

By: _____
Douglas G. Bach
County Administrator
Date: _____

WBB, LLC

By: _____
Name: _____
Title: _____
Date: _____

Attachment A
Unified Government
Project Utilization Plan

Date: _____

Project Name: _____

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimate d LBE %	Estimated MBE Value	Estimate d MBE %	Estimated WBE Value	Estimate d WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0		0			

Attachment B L/M/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT										Month, Year	
CONSTRUCTION											
APPLICABLE TRADES					Total by Classification		Goal 0.00%	LBE 0.00%	Actual 0.00%		
							0.00%	MBE 0.00%	0.00%		
							0.00%	WBE 0.00%	0.00%		
Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIP)	LBE		MBE		WBE		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		

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



Staff Request for Commission Action

Tracking No. 2032

Full Commission Meeting Date: 3/12/20

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/2/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 2/19/2020	<u>Contact Name:</u> Katherine Carttar	<u>Contact Phone:</u> x5176	<u>Contact Email:</u> kcarttar@wycokck.org	<u>Department/Division:</u> Economic Development
<u>Item Description:</u> Provide an update on the Rock Island Bridge development project progress and related feasibility study scope and funding. Consideration of a resolution authorizing gap funding for the economic feasibility study for the Rock Island Bridge project in an amount up to \$15,000.				
<u>Action Requested:</u> Approval and advance to Full Commission.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution authorizing funding of Rock Island Bridge Economic Feasibility Study				

RESOLUTION NO. R-_____

**A RESOLUTION AUTHORIZING FUNDING FOR AN ECONOMIC
FEASIBILITY STUDY FOR THE ROCK ISLAND BRIDGE PROJECT IN
AN AMOUNT UP TO \$15,000 DOLLARS.**

WHEREAS, the historic Rock Island Bridge was constructed in 1905 to provide railroad service over the Kansas River in Kansas City, Kansas; and

WHEREAS, Flying Truss, LLC has proposed to rehabilitate and transform the Rock Island Bridge into a public trail crossing and regional destination with restaurants, events spaces, and other uses; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) desires to conduct an economic feasibility study relating to the proposed Rock Island Bridge project and other uses on the adjoining acreage, including a public park, housing and retail projects; and

WHEREAS, the Kansas Department of Commerce has agreed to provide some funding for the economic feasibility study, but additional funding may be needed; and

WHEREAS, pursuant to Charter Ordinance CO-01-18, the Unified Government authorized the collection of a transient guest tax (“TGT”) in order to provide revenues to promote tourism, conventions, and economic development related to tourism; and

WHEREAS, the Unified Government desires to use a portion of the TGT revenues to help fund the economic feasibility study.

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

Section 1. Authorization. That the County Administrator is hereby authorized to spend up to and including Fifteen Thousand Dollars and NO/100 (\$15,000.00) of TGT revenues to help pay for a portion of an economic feasibility study for the Rock Island Bridge project and is hereby authorized to negotiate the terms and execute in the name of the Unified Government all such contracts, documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 2. Further Action. The Mayor/CEO, County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately

after its adoption by the Governing Body of the Unified Government.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS 12TH DAY OF MARCH, 2020**

UNIFIED GOVERNMENT CLERK



Staff Request for Commission Action

Tracking No. 2046

Full Commission Meeting Date: 3/12/20

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/2/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 2/20/2020	<u>Contact Name:</u> Katherine Carttar	<u>Contact Phone:</u> x5176	<u>Contact Email:</u> kcarttar@wycokck.org	<u>Department/Division:</u> Economic Development
<u>Item Description:</u> An amendment to the KC Foodie Park Development Agreement that extends the required construction commencement date to 150 days after closing on the Phase I Property.				
<u>Action Requested:</u> Adopt resolution				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Second Amendment Resolution, Second Amendment to KC Foodie Park DA				

RESOLUTION NO. R-____-20

**A RESOLUTION ADOPTING THE SECOND AMENDMENT TO KC FOODIE PARK
DEVELOPMENT AGREEMENT**

WHEREAS, on September 26, 2019 the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), KC Foodie Park, LLC, a Delaware limited liability company ("Developer") and Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company ("Scavuzzo's"), collectively, the ("Parties") entered into that certain KC Foodie Park Development Agreement (the "Agreement"); and

WHEREAS, the Agreement was modified by that certain First Amendment to KC Foodie Park Development Agreement dated as of December 12, 2019;

WHEREAS, the Agreement, as amended, provides that Developer shall close on the Phase 1 Property by March 31, 2020; and

WHEREAS, Developer has been diligently proceeding with its due diligence obligations with respect to the Phase 1 Property and is prepared to close on or before March 31, 2020 (as required by Section 5.1(a)) but may need additional time to Commence Construction on the Phase 1 Minimum Improvements.

WHEREAS, the Governing Body has determined that it is advisable to enter into another amendment to the Agreement modify the Phase 1 Minimum Improvements Commencement Date to one hundred fifty (150) days after Closing on the Phase 1 Property.

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

Section 1. That the Unified Government Board of Commissioners hereby approves the Second Amendment to KC Foodie Park Development ("Second Amendment") in substantially the form attached hereto as Exhibit 1.

Section 2. That the Mayor of the Unified Government is hereby authorized to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, the Second Amendment, and any other certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

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

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS -
__ DAY OF MARCH, 2020.**

ATTEST:

Unified Government Clerk

(Seal)

SECOND AMENDMENT TO KC FOODIE PARK DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO KC FOODIE PARK DEVELOPMENT AGREEMENT (the "Second Amendment") is made as of the _____ day of _____, 2020 (the "Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), KC Foodie Park, LLC, a Delaware limited liability company ("Developer") and Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company ("Scavuzzo's").

RECITALS

- A. The UG, Developer and Scavuzzo's entered into that certain KC Foodie Park Development Agreement dated September 26, 2019 (the "Original Development Agreement") for Developer to design, develop, and construct or cause to be designed, developed, or constructed a first-class mixed use development as more fully set forth therein. The Original Development Agreement was amended by that certain First Amendment to KC Foodie Park Development Agreement dated as of December 12, 2019 (the "First Amendment"), which modified and extended the Phase 1 Property Closing Deadline as more particularly set forth herein. The Original Development Agreement, as amended by the First Amendment may be referred to herein as the "Agreement." Capitalized terms which are used in this Second Amendment but are not otherwise defined herein shall have the meanings assigned to them in the Agreement.
- B. Pursuant to Section 6.10 of the Agreement, Developer is required to Commence Construction of the Phase 1 Minimum Improvements of the Project on or before that date which is sixty days after Closing on the Phase 1 Property.
- C. Developer has been diligently proceeding with its due diligence obligations with respect to the Phase 1 Property, and is prepared to close on or before March 31, 2020 (as required by Section 5.1(a)), but may need additional time to Commence Construction on the Phase 1 Minimum Improvements.
- D. Accordingly, the UG, Developer and Scavuzzo's hereby desire to amend the Agreement, all as more particularly set forth below.

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

1. **Modification of Phase 1 Minimum Improvements Commencement Date.** The parties hereby agree that Section 6.10(a) of the Agreement shall be deleted in its entirety and replaced with the following:

"(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 one hundred fifty (150) days after Closing on the Phase 1 Property;"

2. Miscellaneous. In connection with this Second Amendment, the parties hereby agree as follows:

(a) The parties hereby understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

(b) Except as specifically modified by this Second Amendment, the Agreement shall be and remain in full force and effect in accordance with the terms thereof.

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

(d) The parties hereto declare and represent that no promises, inducements or agreements not herein expressed have been made, that this Second Amendment contains the entire agreement between the parties hereto, and that the terms hereof are contractual and not mere recitals.

(e) This Second Amendment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

(f) This Second Amendment may be executed in counterparts.

(g) All remedies set forth in in Article 9 of the Agreement shall be made available for the enforcement of this Second Amendment.

(h) This Second Amendment shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

UG:

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

By: _____
David Alvey, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey as Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas.

Printed Name: _____
Notary Public in and for said State
Commissioned in Wyandotte County

My commission expires

JOINER OF SCAVUZZO'S, INC.

SCAVUZZO'S, INC., a Kansas corporation d/b/a **SCAVUZZO'S FOOD SERVICE COMPANY** ("Scavuzzo's"), hereby joins in this Second Amendment 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 the 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 _____, 2020, 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
