Economic Development and Finance
Standing Committee Meeting Agenda
Monday, November 30, 2020
Immediately upon adjournment of earlier committee

Location:

You are invited to a Zoom webinar.
When: Nov 30, 2020 05:00 PM Central Time (US and Canada)
Topic: N/CD & ED/F Standing Committee Meetings

Please click the link below to join the webinar:
https://us02web.zoom.us/j/84485376234?pwd=a0N6cXVsbEFucnJsRWFWRVBrd1hpdz09
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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 November 30, 2020 Agenda**

III. **Approval of standing committee minutes from August 31, 2020**

IV. **Committee Agenda**

Item No. 1 - ORDINANCE: VILLAGE EAST PROJECT AREAS 2B, 3 AND 5 (HOMEFIELDS) STAR BONDS

Synopsis: An ordinance authorizing the issuance of sales tax special obligation revenue bonds (Village East Project Areas 2B, 3 and 5) Series 2020, submitted by Kathleen VonAchen, Chief Financial Officer.

Tracking #: 20523

Item No. 2 - RESOLUTION: HOMEFIELD INDUSTRIAL REVENUE BONDS

Synopsis: A resolution approving the intent of the UG to issue industrial revenue bonds in

the aggregate amount not to exceed $100,000,000 to benefit HFS KCK, LLC, for the Homefield multi-use recreational and commercial project, submitted by Katherine Carttar, Director of Economic Development.
Tracking #: 20531

Item No. 3 - ORDINANCE: SCHLITTERBAHN CID TERMINATION
Synopsis: An ordinance terminating the Schlitterbahn Community Improvement District and repealing Ordinance No. O-23-13, submitted by Katherine Carttar, Director of Economic Development.
Tracking #: 20533

Item No. 4 - RESOLUTION & ORDINANCE: LANIER UNITED, LLC DOWNTOWN DEVELOPMENT IRBS AND TGT FUNDS
Synopsis: Request consideration of the following actions regarding the Lanier United, LLC downtown development project submitted by Katherine Carttar, Director of Economic Development.

- Resolution of Intent to issue IRBs, not to exceed $23,260,000 (ales tax exemption only).
- Ordinance authorizing Transient Guest Tax Funds

Tracking #: 20532

Item No. 5 - RESOLUTION: LEGENDS APARTMENTS AND GARAGE DEVELOPMENT AGREEMENT AMENDMENT AND ASSIGNMENT & ASSUMPTION AGREEMENT
Synopsis: A resolution adopting the amended and restated development agreement for the Legends Apartments and Garage project and related assignment and assumption agreement, submitted by Katherine Carttar, Director of Economic Development.
Tracking #: 20534

Item No. 6 - RESOLUTION: SALE GO BONDS, TEMPORARY NOTES & PBC BONDS
Synopsis: A resolution authorizing the offering for sale of municipal temporary notes and general obligation bonds (Bonds 2021-A and Notes 2021-1) and requesting the Public Building Commission to issue its leasehold revenue bonds, submitted by Debbie Jonscher, Deputy Chief Financial Officer.
Tracking #: 20520

Item No. 7 - PRESENTATION: THIRD QUARTER BUDGET TO ACTUALS REPORT AND CARES PPI SUMMARY
Synopsis: Presentation on the Third Quarter Budget to Actuals Report and CARES PPI summary, submitted by Kathleen VonAchen, Chief Financial Officer; and Regional Lindsey, Budget Director.

For information only.
Tracking #: 20530

Item No. 8 - PRESENTATION: THIRD QUARTER BUDGET REVISIONS GREATER THAN $10K
Synopsis: Presentation on the Third Quarter Budget Revisions greater than $10K, submitted by Reginald Lindsey, Budget Manager.

For information only.
Tracking #: 20527

Item No. 9 - PRESENTATION: FOURTH QUARTER BUDGET REVISIONS GREATER THAN $50K
Synopsis: Presentation on the Fourth Quarter Budget Revisions greater than $50K, submitted by Reginald Lindsey, Budget Manager.

For information only.
Tracking #: 20528

V. **Public Agenda**

VI. **Adjourn**

ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Monday, August 31, 2020

The meeting of the Economic Development and Finance Standing Committee was held on Monday, August 31, 2020, at 5:44 p.m., remotely via Zoom. The following members were present: Commissioner Burroughs, Chairman; Commissioners McKiernan, Townsend, Johnson, Walters; and BPU Board Member Jeff Bryant. The following officials were also in attendance via Zoom: Gordon Criswell, Melissa Sieben, Emerick Cross, and Alan Howze, Assistant County Administrators; Patrick Waters, Senior Counsel; Katherine Carttar, Director of Economic Development; Andrea Parra, Deputy County Treasurer; Kathleen VonAchen, Chief Financial Officer; Carol Godsil, Deputy UG Clerk; and Rocki Mayes, Program Supervisor in County Administrator's Office.

Chairman Burroughs said before I call the meeting to order, I want to announce that due to COVID-19, some committee members, staff, and public are attending remotely via Zoom as well as on site. All participants joining by phone should mute their phones when not speaking to avoid background noise.

During the meeting, please make sure that you announce yourself by name and title every time you speak so the public that is observing knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

Due to the COVID-19 requirements, in-person public comment has been suspended unless otherwise required by law. The public is allowed to participate by Zoom or submit comments by email prior to the meeting and those comments will be included in the record of this meeting.

Chairman Burroughs called the meeting to order.

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

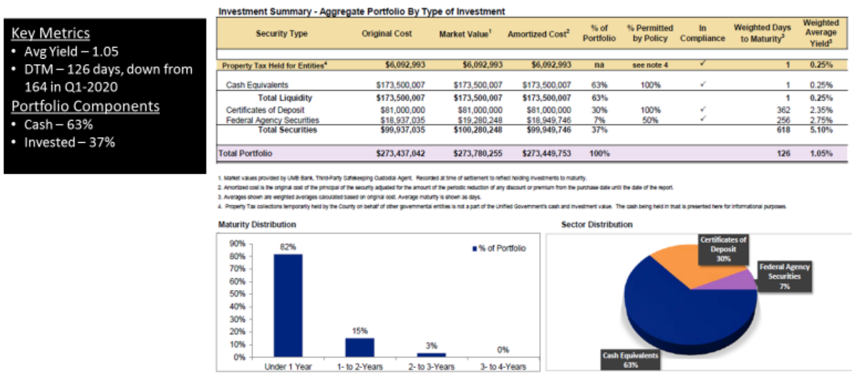
Chairman Burroughs said we do have one revision to tonight's agenda. New Item No. 6 has been added, which is a resolution setting a public hearing date to consider a redevelopment project plan for the Epic Center Redevelopment TIF District.

Approval of standing committee minutes from June 1, 2020. **On motion of Commissioner Walters, seconded by Commissioner McKiernan, the minutes were approved.** Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Committee Agenda:

Item No. 1 – 20321…REPORT: Q2 INVESTMENT REPORT

Synopsis: Second Quarter 2020 Cash and Investment Report, submitted by Kathleen VonAchen, Chief Financial Officer; Rick Mikesic, County Treasurer; and Andrea Parra, Deputy Treasurer.



Security Type	Original Cost	Market Value[1]	Amortized Cost[2]	% of Portfolio	% Permitted by Policy	In Compliance	Weighted Days to Maturity[3]	Weighted Average Yield[3]
Property Tax Held for Entities[4]	$6,092,993	$6,092,993	$6,092,993	na	see note 4	✓	1	0.25%
Cash Equivalents	$173,500,007	$173,500,007	$173,500,007	63%	100%	✓	1	0.25%
Total Liquidity	$173,500,007	$173,500,007	$173,500,007	63%			1	0.25%
Certificates of Deposit	$81,000,000	$81,000,000	$81,000,000	30%	100%	✓	362	2.35%
Federal Agency Securities	$18,937,035	$19,280,248	$18,949,746	7%	50%	✓	256	2.75%
Total Securities	$99,937,035	$100,280,248	$99,949,746	37%			618	5.10%
Total Portfolio	$273,437,042	$273,780,255	$273,449,753	100%			126	1.05%

Andrea Parra, Deputy Treasurer, said the first slide I'm going to go over is going to be just the investment summary overall of our portfolio. Investing, we obviously have the yield is 1.05 Quarter 2. The dates to maturity dropped. It was at 164 the last time I came to present. It's at 126 days. A lot of that comes into play. We have a lot of CDs that have matured that I will show you here in a couple of slides. Portfolio, we're sitting with 63% in cash and then 37% in investments.

The next slide is going to just be the matrix and compliance. I always like to point out a topic item that we want to always see, compliance is going to be the institutions and agencies remaining under that level. As it is, we have not gone out for bid nor have we had a lot of activity at all. Therefore, all financial institutions are still under their limit with the goal is to always be there. As you have probably seen, me and Rick are very specific on that.

Again, the yield is 1.05. It was at 1.78 in Quarter 1. Again, it did drop but it still is above the target T-Bill of .16. Interest is moving along. We are receiving that in every quarter. We are seeing a projection that should, I would say, probably be at or about or above the 2019 earnings. We're doing well there.

Issuer Detail - Aggregate Portfolio by Issuer

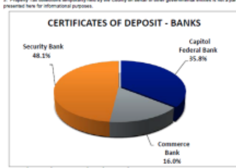
Issuer	Original Cost	Market Value[1]	% of Portfolio[3]	% Permitted by Issuer	In Compliance[3]	Weighted Average Maturity Days[2]	Weighted Average Yield[2]
Property Tax Held for Entities[3]	6,092,993	6,092,993	na	See note 3	✓	1	0.25%
UMB, Wyandotte Operating	169,964,007	169,964,007	62%	25%	✓	1	0.24%
UMB, Wyandotte Health	3,536,000	3,536,000	1%	25%	✓	0	0.01%
Cash Equivalents	**173,500,007**	**173,500,007**	**63%**		✓	**1**	**0.25%**
Capitol Federal Bank	29,000,000	29,000,000	11%	25%	✓	86	0.68%
Commerce Bank	13,000,000	13,000,000	5%	25%	✓	42	0.32%
Security Bank of KC	39,000,000	39,000,000	14%	25%	✓	171	1.17%
Certificates of Deposit	**81,000,000**	**81,000,000**	**30%**		✓	**362**	**2.35%**
FFCB	8,951,940	9,265,500	3%	*50% of total portfolio*	✓	200	1.37%
FHLB	8,986,129	9,021,580	3%		✓	35	1.33%
FMCC	998,966	993,168	0.4%		✓	22	0.05%
Federal Agency Securities	**18,937,035**	**19,280,248**	**7%**		✓	**256**	**2.76%**
Grand Total	**273,437,042**	**273,780,255**	**100%**			**126**	**1.05%**

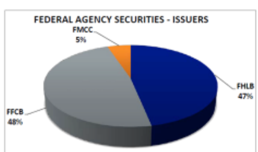
1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent.
2. Averages shown are weighted averages calculated based on original cost for the respective investment categories. Average maturity is shown as days.
3. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value for investment reporting purposes. The cash being held in trust is presented here for informational purposes.

Types of securities in our investment portfolio?

Of the $273 M total, $81 M or 30% - CDs fully collateralized per investment policy and State Statute.

Of the $273 M total, $19 M or 7% - US Agencies Securities backed by the full faith and credit of the US Federal Government.





The next slide is going to be the issuer detail showing what types of investments we do have. We have about $19M in the agencies and then $81M are going to be in the certificates of deposit, CDs. The rest is going to be in our overnight with operating the health reserve.

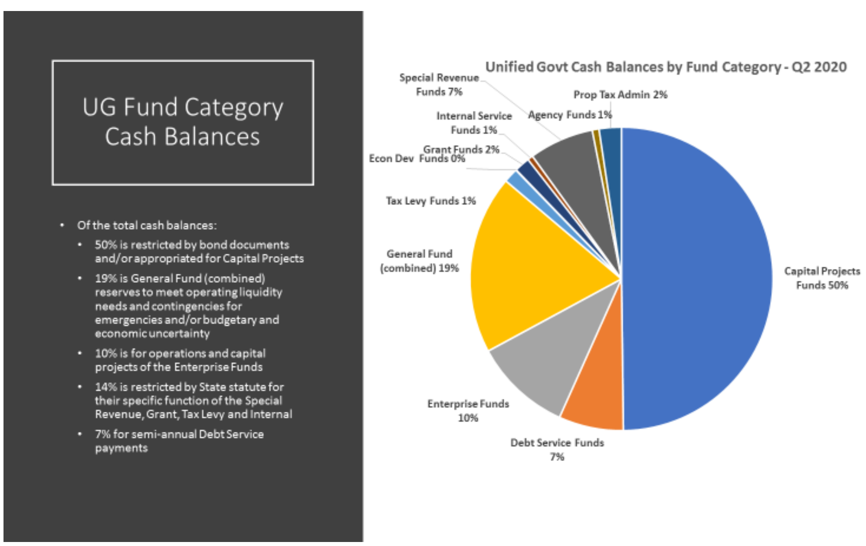
Quarterly Transactions Detail - Aggregate Portfolio

Settlement Date	CUSIP	Issuer	Coupon	Maturity Date	Par	Original Cost
Thru Q2	NA	UMB, Wyandotte Operating	0.250%	7/1/2020	20,127,000	20,127,000
Thru Q2	NA	UMB, Wyandotte Health Reserve	0.250%	7/1/2020	1,523,000	1,523,000
Cash Equivalents					**21,650,000**	**21,650,000**
Purchases						
5/15/2019	01-14017566-3	Argentine Federal Savings	2.900%	5/14/2020	(235,000)	(235,000)
5/15/2019	115003619	Security Bank of KC	2.450%	5/14/2020	(235,000)	(235,000)
5/16/2019	122079943	Bank of Labor	2.400%	5/14/2020	(235,000)	(235,000)
5/15/2019	23974631020	UMB	2.350%	5/15/2020	(235,000)	(235,000)
5/17/2019	65547	First State Bank & Trust	2.410%	5/18/2020	(235,000)	(235,000)
5/25/2017	70155745	Capitol Federal Bank	1.740%	5/26/2020	(5,000,000)	(5,000,000)
6/10/2016	32841	Liberty Bank	1.520%	6/10/2020	(1,000,000)	(1,000,000)
6/10/2016	7014409	Capitol Federal Bank	1.310%	6/10/2020	(1,000,000)	(1,000,000)
Calls/Maturities					**(8,175,000)**	**(8,175,000)**
Total					**13,475,000**	**13,475,000**

I want to point out kind of what happened, transpired in Quarter 2. It was a lot of maturities, of course, like I mentioned, we did not do any new purchases. The overnight RECO has not changed. It is still that same rate as of today's investment activity, which is .25; still beating the target rate. Today's certificate rate and the treasury, which is actually at a negative rate as of today's investment activity, which is interesting. .12 is what we would need to beat. We are beating that by all means. The repo is doing very well; staying strong for quarters; not going down any.

Something to point out, we do have at the top there, those purchase—sorry, the maturities that we have, a few of our local emphasis certificates of deposit that matured. We have gone right back into that certificate process recertifying all the local banks in the community the best we could due to the pandemic. We weren't physically on site; boots on the ground, to go meet everyone again. We did manage to recertify 11 out of, I believe, the 13 financial institutions here in the county.

We did make the decision to not do an actual small CD due to the rate they were willing to offer. It wasn't financially impactful both us or them, so we will eventually get back to that portion of it, that one year under the FDIC rule rate. We're not going to close that book, but we may just have to keep watching and see if both their institution and ours can make that happen later on in the year.



Last, but not least, is just kind of the cash fund category, which is the last slide I'd like to present. This is the first time me presenting. I apologize. It may be a little stiff. Slides, very specific. He wanted just to mention this is where our portfolio and all the money is going to be sitting based on HIPAA fund. As you see on my right side, the bluer color, it looks to appear that that's a lot of money earmarked. Unfortunately, that is not going to be most of the spending money. That's 70% of items that are sitting in funds that are either untouchable grant funded items or earmarked for projects we don't have just sitting as spendable money.

I wanted to just point out the General Fund at 19% is about the only amount here, City/County funds that we could truly use, which comes to about $50M that are investable or spending items.

Last, but not least, just want to mention that overall, change here is going probably pretty similar. If you were comparing it to last quarter, it's very obvious that the pandemic has changed a lot and we didn't have a lot of changes, so this was pretty easy for me to update.

With that being said, I wanted to cut to the chase. I don't have much else to present. It's a pretty easy quarter for me. Does anyone have any questions for me or comments or anything that I could address?

Chairman Burroughs asked, any questions or comments, committee?

Commissioner McKiernan said, Andrea, I just want to say, don't apologize. I loved the presentation. You put a lot of facts in there and you took us right to the heart of the matter. I think that overall, this is a good report. As you said, it's about the best we could hope for given the circumstances around us. I appreciate the information and the update. Well done.

Commissioner Johnson said I'll be the mean guy to Commissioner McKiernan's good guy. I think I understand that the reason why we received the report so late, we're in the second month of the Third Quarter right now, I believe. **Ms. Parra** said right. **Commissioner Johnson** asked, what would be the expected turnaround for these reports if we were not in a pandemic? I guess that's the best way I can ask that question. **Ms. Parra** said my goal is to always be in front of you within 30 days of the quarter ending at the very latest. The end of July, June, as you all know, I am also overseeing an operation that was closed for 11 weeks due to furloughs and the COVID, which is motor vehicle. It just powered down on top of us, so I wanted to try to get that squared away a little bit. **Commissioner Johnson** said I understand that, and I appreciate that. I just wanted to make sure for those that are watching, we understand that we would have that normally under other circumstances a lot quicker. So, thank you so much. I appreciate it. **Ms. Parra** said I probably should have mentioned that at the beginning. That's a good point to add. I apologize.

Chairman Burroughs asked, any other questions or comments? Seeing none, I do have a question, Andrea. The 19% in General Fund, these are reserves, that is our emergency reserves as well as our standard reserves. **Ms. Parra** said I'm not 100% sure on that answer. I don't know if Kathleen is able to maybe answer that question better than I.

Kathleen VonAchen, Chief Financial Officer, said that's all reserves in the General Fund, both operating reserves, and two months of expenditures, plus any emergency reserves.

Chairman Burroughs asked, the 19% seems a little better than what we had looked at in the Second Quarter, if I remember correctly. That's why I was asking. The 19% looks like a larger number so I wanted to bring that to the attention of the committee.

Ms. VonAchen said keep in mind that we collect roughly almost 90% of all property taxes at the first six months of the year. That's why General Fund cash is higher in the first half of the year than it is in the later half.

Chairman Burroughs said thank you, Kathleen. Andrea, thank you and staff for the continued work that you do under the most trying of conditions. This report is not a bad report. We understand the challenges that staff and many of us are dealing with on an on-going daily basis, but I sincerely appreciate the report, and it's not bad news. **Ms. Parra** said we are watching it closely; I can guarantee you that. **Chairman Burroughs** said it's quite obvious. Thank you so very much for your presentation.

Action: For information only.

Item No. 2 – 20319…ORDINANCE AND RESOLUTION: URBN DEVELOPMENT AGREEMENT AND INTENT FOR INDUSTRIAL REVENUE BOND (IRB)

Synopsis: A $403 million distribution/fulfillment center and office project for the company, URBN, at the corner of Speedway Blvd. and State Ave., IRB resolution of intent: cost-benefit analysis and development agreement, IRB bond ordinance: bond purchase agreement; and ordinance releasing property from TIF/STAR bond district/project, submitted by Katherine Carttar, Director of Economic Development.

Item No. 2
Ordinance & Resolution: URBN Development

A $403 million distribution/fulfillment center & office project for the company, URBN.

- Resolution of Intent to Issue Bonds
- Ordinance Bond Purchase Agreement
- Ordinance Releasing property from the TIF/STAR District

Katherine Carttar, Director of Economic Development, said this is a really exciting project. It's a $403M distribution and fulfillment center, an office project for the company URBN. This is one that we received through; it was a competitive competition really from the Kansas City Area Development Corporation sent it to us. They were looking at a number of different areas of the country as well as different cities within our region. We're really quite happy that they chose us.

We'll get into exactly what the project is but just kind of as we're going through it, I just want to bring to your attention the three items that will require your vote at the end. One is a resolution of intent to issue bonds. The next is an ordinance for the bond purchase agreement, and the final is an ordinance releasing the property from the STAR district.

With that, I am actually going to turn it over to David Ziel, who's Chief Development Officer with URBN, and he'll tell you a little more about the company.

David Ziel, Chief Development Officer, URBN Outfitters, said first of all, thank you for extending the invitation to all the commissioners. It's a pleasure to meet you. Katherine, first off, thank you for all your support of URBN and your help getting to this point. I want to compliment her on her diligence and collaboration.

Our project—I want to just take a brief moment and take you through it. I've been working—I handle the development internationally. Our biggest in these times, the biggest component of our business is the direct consumer e-commerce business as well as the continued support of all of our bricks and mortar establishments throughout the world, from a retail perspective. Over two years, we defined a strategy. Believe it not, we're an east coast born, commissioners. When you start somewhere, you implement your strategies there. Our fulfillment has been generally east coast predominate and then to the west coast. That happens through, essentially, the business itself as your business grows.

As we've grown as a company, the master strategy has been for our groups to look at where we feel our long-term continued distribution development should be; where our multiple unit growth and multiple facility growth could be. It happened with a great team of logistics, headed by Calvin Hollinger, our COO, and his team, Omar Tovar, who runs logistics. We narrowed it down to the KCK region.

I spent the better part of a year and a-half working through both the great state of Kansas and the state of Missouri with multiple developers. Governor Kelly, who I'm very much fond of, and the entire political arena in Missouri as well. We narrowed it down to six final sites, three in each state, just giving you a little bit of backdrop here on the decision-making and the amount of effort and time put into it. Had a fantastic opportunity with Hillwood Properties, NASCAR, one of your partners. The site at the NASCAR Speedway, the UG site became one of the six finalists.

Working through multiple months, spent so much time. I look forward to meeting all of you as well. I spent a lot of time in the KCK region and really proud to let you know that your team, your Economic Development team, the leadership of the UG Wyandotte County really, really worked hard. I'll speak for all of URBN. I felt a real compassion and trust in your overall leadership. You couple that with David Toland and Governor Kelly at the state level and your community—I want to point that out. The community, the workforce, everything felt right in Kansas for URBN Outfitters.

This is not a single project for us. We made it clear that we're not going to play an over-the-river scenario where we might go there or go here. We were looking for a home and we found that in Kansas. I'm honored to say, we believe we found it with you guys and your local community.

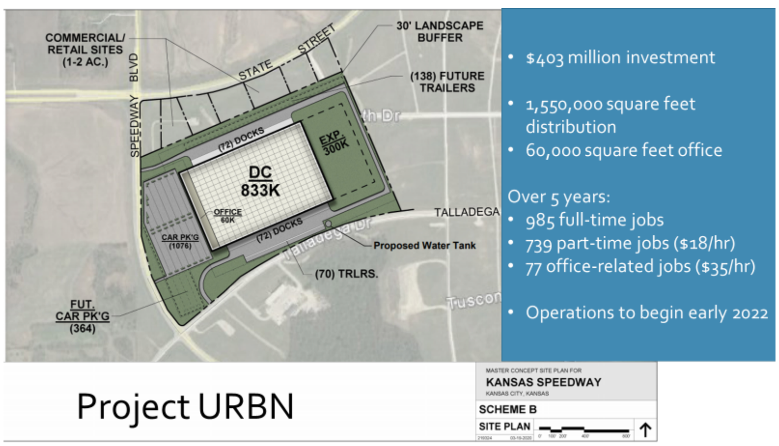
We made the decision to select the Speedway site. Tonight, I'm here to talk a little bit about the project and support of Katherine's efforts and your overall team's efforts, the entire community. We're proud to call this home. I know Governor Kelly and Jose. One of her folks are on the line tonight. We're extremely excited to plant a stake and be a long-term partner in your community, a long-term partner with your schools, a long-term partner with improving transportation; being innovative on solutions such as daycare, healthcare. URBN, I won't say we're not a group that you see come to town that builds multiple, multiple distribution centers. This becomes the linchpin. It's part of our culture. It's part of who we are. This is the largest facility. It's an omni channel facility. The east coast and west coast kind of take a backseat and Kansas becomes the hub of our overall operations.

I would like to point out that we're immensely excited about future opportunities of different segments of our business to work with Kansas State, the University of Kansas, and the other schools; a powerful school state, and opportunities for future employment and innovation that we can potentially bring to the region. I actually think that was the impetuous of my initial conversations with Governor Kelly and, of course, all of your leadership.

Our building is the state-of-the art building. It's going to be around 70 feet tall. It utilizes a new very, very automated system, materials handling system. It's a shovel and crane system. We're quite excited about it. It's new technology to bring into our operation. Some other folks utilize this type of technology, but really, really a very substantial investment. The building itself is roughly about 800 and I think it's going to land at 886,000 sq. ft. on floorplate. Multiple mezzanines puts it at about 1.5M plus some change in operating square footage.

Katherine and my attorney, Dave Fonsay, is on the phone. Obviously, we'll come in with our job predictions.

All I can tell the commissioners here is, every time I've done this, our two larger facilities, this would become our largest and be the linchpin kind of to the overall strategy. We far surpassed our numbers both on capital investment and employment.



We're very, very much—it's an interesting mix of employment to tell you on here. It's showing 833,000 sq. ft. there, but it's a mix. It's a very, very big mix of white collar and standard. What we would look at, as Katherine's pointed out here, the part-time jobs and the office-related jobs, as well as standard warehousing jobs.

We are excited to partner with Hillwood. The land acquisition is with NASCAR as they own the majority of the land in that remote area near the tract. Very excited to work with both those partners, and Hillwood's doing a spectacular job working with the UG and really a collaborative team wanting to bring these jobs and this particular project. This is, again, it's a start to many additional commitments we feel we could make to your community as well as broader in the state of Kansas and very, very excited to do it.

The investment is, candidly, I'd like to put it in perspective. The investment here is monumental for URBN. It's a massive strategic play for a company. We're just off an earnings call. You can look at the revenue. This is a substantial, substantial investment in the future for our company. At $403M combined property, building, and materials, handling the equipment, we're obviously very, very strategic in that decision and we're really, really—it shows the real cornerstone that this operation will become for URBN over the many, many years.

It will, again, be a spot that we want to bring our culture. Our culture is about people. Our culture is about education. Our culture is about being a partner in the community. We're a business entity, but we're a business that looks to have long-term partnerships in the communities that we select. Whether it's a retail store or a distribution center, this is our commitment to your community. Our commitment to the state of Kansas is very sincere and we're extremely proud. There were many days I didn't know where we'd land this facility. Personally, I can tell you I couldn't be happier about where we are, hopefully, and looking forward to residing.

It's a pleasure to meet all of you. I'll turn it back over to Katherine. I'm open to any questions, of course, as she proceeds through this. I appreciate your time. Without question, I look forward to a long-term partnership with the community, the school district, all of you, and I will end saying that Andrea was not stiff in her presentation earlier. I think she did a fine job.

Ms. Carttar said a couple of things I just want to highlight, again, that Dave mentioned. One thing that attracted us to this company and made us fight so hard to win this project is the fact that they are so community-oriented. That is not the case with a lot of companies that we've seen kind of come and go. We're really impressed by the way—I'll get into it a bit more about kind of childcare and transit, but they clearly treat their employees well and the right way and want to be a part of our community, which just makes us feel even better about bringing them in.

I do want to point out that of the full-time jobs in the distribution center, we're looking at a starting salary of $18 per hour. This will be a great thing for our community in that it's actually will continue to push what that kind of starting salary is for these types of jobs. We've got a number now that are in the kind of $14, $15 range, so we're hoping that this will continue to push that and be better for our workforce here.

Just a note on this plate plan. This is still in flux, but this kind of gives you a sense of the location. This is State Avenue and Speedway Blvd. or 118th. This is going to be a really interesting corner to watch as you will have the American Royal across the street and potentially Bonner Crossings on the other side. A lot will change here in the next couple of years at this corner.

Now, to get into the actual incentive proposal. What we are proposing tonight is industrial revenue bonds, to do $403M in industrial revenue bonds. Just a reminder for those watching, basically, how industrial revenue bonds works, that is not money that the Unified Government is fronting, is bonding. None of that. The Unified Government is not on the hook for this money at all. What happens is that the company purchases the bonds in the name of the Unified Government that allows them to get a tax abatement. Basically, what it ends of being is 100% tax abatement and then we add in a PILOT, which is a payment in lieu of tax, to make the abatement the number that we like. I do say 75% of abatement. It's technically100% with a 25% PILOT, but for simplicity sake, I'm calling it a 75% abatement over 10 years. Another thing is, 10 years is the maximum. So, starting in year 11, they'll be paying full property taxes.

To go over a little bit about how we got to that 75%. We started with the 45% base, which is part of the Unified Government's policy. Then, because this is such a significant investment, there would be an investment bonus. Then, something, two items that we're really excited about. One is their stated goal to do everything they can to hire 35% of Wyandotte County residents as their employees. They're getting setup with Workforce Partnership and we're trying to create those ways that so we can really make sure that they are able to fulfill this goal. Additionally, the MBE/WBE/LBE commitment that they are working toward those goals. What that ends up looking like is about a $13.7M abatement over 10 years, so that's total. During those 10 years, what the Unified Government and, in some cases, some of the other taxing jurisdictions will be paid at about $6.5M. You may say, wait a second. That's more than 25%. How that comes up is there's the 25% PILOT and then there's the base plan tax and 8 mills that the school district always gets. Those can't be abated.

We did a cost-benefit analysis and every one of the taxing jurisdictions came out with a significant positive return on investments, which is exactly what we try to see with every project.

To go back a bit to how this is kind of a different company and the way that they are community-oriented, and some of those innovative solutions, I will say that between URBN Outfitters and the state, the Department of Commerce team, WEDC, and the Unified Government, we really try to think outside the box to make sure that the stated goals of the company were hit and we are able to figure out ways to make those a reality.

Two of the main ones are childcare and transit, that we're very clear that those were important to the company for the location that they chose. For childcare, there's not only commitment from URBN Outfitters, but also some investment by the state. They are looking at tentatively putting a childcare center around Indian Springs. The reason for that is it's very centrally located, already a transit hub, and then we would create an express route from Indian Springs directly to the URBN building. That would make sure that we can really tailor that to their shifts and all that to make sure that we are covering everything.

The way that we are making the transit work, the state was very generous with kind of an initial startup cost of $1.5M; and then, again, kind of thinking outside the box, URBN has decided that they are okay with having a property tax assessment. So, they are adding to their property tax, so this is in addition to the 25% PILOT that we mentioned earlier. This would be about $300,000 annually that would actually operate the express line. With all of these, we feel like this is a really exciting project.

I can go into any more details and then if I can answer any questions.

Chairman Burroughs asked, committee members, any questions?

BPU Board Member Bryant said I just have a couple. Number one, I'm very happy to see that they are really interested in trying to employ 35% at least from Wyandotte County residents. That's definitely a bonus.

My only question would be, is this primarily going to be an e-commerce site? **Mr. Ziel** said it's not. It's the linchpin, so it's an omni channel site. It will not only be our largest e-commerce site; it will be the largest fulfillment location for all of our retail segment. Omni meaning this really—I guess the best way for me to explain it easily is to say, everything that used to be primary is now secondary. This becomes, if you will, the heart of our network and everything else is an artery of the network, which kind of really starts to explain if this is the heart of the network there will be associated potential other projects that could come into play here to support the centralization of our primary focus in the state of Kansas and in your community.

BPU Board Member Bryant asked, will this be a 24/7 operation? **Mr. Ziel** said it would be, sir. Not on inception but as it grows, you'll see the shifting requirements. Working with the ATA and the state and your transit group has been phenomenal, the local transit group within your community. It will ramp over time. Obviously, retail peak season is a critical thing, so you'll see the heavy temporary utilization of labor, which is always good in any marketplace during that peak season. But yes, it ultimately will go to 24/7.

BPU Board Member Bryant said I noticed in the drawing, there was space for an additional 300,000 sq. ft., I'm assuming, as an expansion in the future. Is it possible that the corporate office would move to this site? **Mr. Ziel** said our corporate office, I'm proud to say, I've resurrected multiple buildings in the historic Navy yard in Philadelphia, which is our North American headquarters. That expansion is dual purpose. It can be for an expansion of this facility, an ancillary new business concept in fulfillment from that expansion potential on this site.

I've had several conversations with different leadership about what are the opportunities in the future, not just on this site, but on other sites to continue to support our corporate initiatives as well as our distribution initiatives. I think the big decision for URBN is we spent—I exhausted myself finding the home. Finding the home is just something I take very seriously. We know we've found it. We know we found it in the state of Kansas. We know that the primary component is in your community, and we are hopeful that we continue to expand in your community and elsewhere in the state to support anywhere our business will go.

BPU Board Member Bryant said thank you very much.

Commissioner Johnson said to Mr. Ziel, I want to say thank you all, thank you to URBN for selecting Kansas City, KS, and Wyandotte County for this wonderful project. As community leaders, we're often on the negative side of comments. It's just refreshing to hear someone from outside of our community to come in and to say positive things and talk about how our community is structured here. I believe it's a wonderful community to be a part of. I'm glad that you all made that decision. To Katherine, kudos as well as to your staff for making this process easier for them as they came in and to be that front, that kind of face for us as this project came to bear.

I'm looking at the MBE/WBE/LBE percentages. Can you kind of break those out for me, Katherine, so that we can kind of unpack that a little bit? **Ms. Carttar** said we basically used our traditional goals for this project. I'm not finding them. They're our typical goals.

Commissioner Johnson said the second question…**Chairman Burroughs** said I was just going to say, if that's information she can get to you. **Ms. Carttar** said absolutely. **Chairman Burroughs** said if your next question, I'm sure is looming, so go right ahead, Commissioner.

Commissioner Johnson said first of all, the 35% Wyandotte County goal is, I think, awesome. Just from projects that we've had in the past, to hit that 35%, we worked really hard. So, I'm assuming that we'll have the same amount of effort with our community partners to reach that goal. So, I guess that's more of a statement.

The question I had had to go with (inaudible) the site is around the Indian Springs. It's not going to be in conjunction with the existing project (inaudible) that we're looking at for (inaudible)…**Chairman Burroughs** said, Commissioner Johnson, you're really breaking up. It's very difficult to follow you. **Commissioner Johnson** said at this juncture around the exterior parking. My question is regarding the childcare; the childcare piece. Are we looking at a specific site around Indian Springs for that potential site to be? **Mr. Ziel** said, yes. Commissioner Johnson, I'll let Katherine roll in there, but let me see. We just got off an earnings call so I think I can answer. We always say one question, but I think I can get six down, no problem.

The first thing I would tell you is, I want to make it clear that the number one priority for two years, I walked into the KCK region was the number one thing for URBN was the community, was the employee base. It was our number one priority. Not incentives. Not development costs. It was finding the community, finding the community leadership like yourselves that would support our initiatives, but we have the workforce to have a long, long almost permanent standing relationship in your community. It was a great point by you and I wanted to point that out. It was our number one priority.

As it pertains to this site, a majority of—our site is a little bit up front towards, I call it an expressway. Excuse me if I call it the wrong thing, but closer to the highway. Definitely overflow parking from the track was in there, and we'll work around that. We will have an agreement with NASCAR on race day to mitigate our own traffic concerns and theirs. They felt the need and their multiple sites arrangements with Hillwood with the surplus land that that was the appropriate plot and we felt the same.

So, those are the two I can answer for you because you were breaking up. Is there anything else that I can answer or Katherine?

Commissioner Johnson said my question was, have we identified the site for the childcare? **Mr. Ziel** said yes, and that's the most important thing. Thank you for giving me the reminder there. I came in with Governor Kelly and I'm going to give her credit. Education is a huge initiative of hers and Secretary Toland's agenda. It's also URBN's biggest agenda, supporting education and our employee base. That being said, I will tell you that what we wanted to do is, we wanted to put ourselves in position to when we picked this site in the community we picked it, that it wasn't necessarily it could be, but it doesn't necessarily have to be about having a facility at our facility. It was about, is there an opportunity in that community to better connect transportation, the transportation component, as well as the daycare component and better multiple business, better your community, and my answer is that's what we're going to do. It's kind of up to you guys. We can put it at our facility, but I'm hopeful that if we can get to some level of normalcy here, which I know we're all hopeful for, I can come spend that time because its very, very unusual when I don't get a chance to meet all of you, get a chance to meet the superintendent of schools, the school district, and other community leaders and I look forward to doing that.

So, my answer is really, really simple. My objective was to have a joint venture with the state of Kansas and the UG and know that childcare in some location would be a benefit to your community and my community that's coming to your community. Did that answer it? **Commissioner Johnson** said that did answer that question. Thank you.

Commissioner Johnson said and the last one, and I'll be through, Commissioner Burroughs, the transit piece, could either one of you expand on what that might look like in terms of $1.5M of start-up costs there? **Mr. Ziel** said I can expand on that and then everybody else fill in the blanks. Very rare—how about I start it this way. I'm a believer in learning from your mistakes and I've made a couple of decisions where I didn't have all the right priorities in there and one of them is transportation. These are large employee accounts. Our commitment is 35% Wyandotte. That's all documentation. We'll hire as many people from Wyandotte County that would like to work for URBN. Let me just be clear about that. That is better for us. We will work with the UG and all the different organizations you mentioned to make that happen at the maximum levels. It's not for one year; for the length of the relationship, which is indefinite for this size of investment.

Moving to the transportation piece. Early on I made the mistake of not factoring those transportation components to help people from Wyandotte County or any county that I'm at, accessing the physical space, having the ability to come to an $18 an hour job, median start rate, and have that ability to come get that job, right? It was really outside the box thinking, specifically on the UG side and the state's side and the ATA. I think, very refreshing leadership at the ATA, different perspective than most transportation authorities I've dealt with. To put it together, your local group—we had a conference call two weeks ago. We really worked on the centralization of the access to the site and then we set up multiple conference calls in the upcoming future to talk about routing and so forth. But the initiation of the CID, I think I called that right, Katherine; if I didn't, fix me, but the CID component was URBN wanted to have that in place with the UG. It was really outside the box thinking by Katherine and the team. We want to pay that tax because we know that transportation benefit is not only for URBN, it's for the associated development that will continue to occur in that approximate region there.

Defining the hours, I don't think it's just going to be about URBN. I know URBN because of the state backing and the UG's backing here is a priority in that discussion. But, Commissioner Johnson, we're going to have multiple discussions with your teams locally move forward on ridership, size of vessel, how to start the program, and even if this program starts at a lessor value, as development continues and URBN is committed to continue to discuss additional funding with fellow partners that develop in the area as well to continue to extend that level or that capacity of transportation in the future.

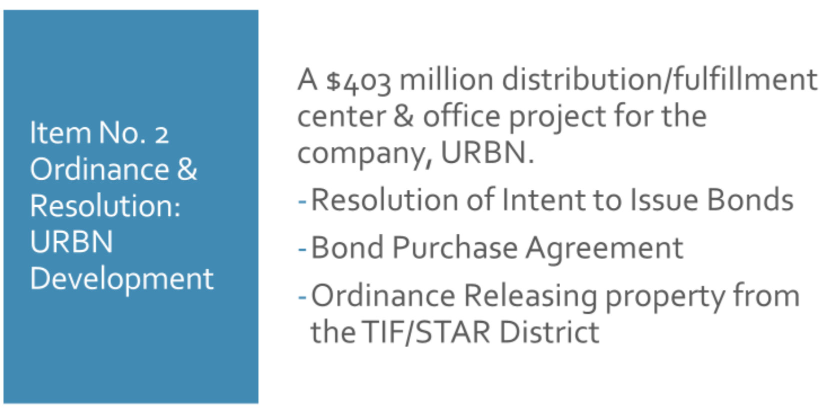
Commissioner Johnson said great. Well, you've more than answered my questions. You hit on all the points I would ask of any development thing. I think Katherine and I've had enough conversations. She knows what those things are important to me and you've met everyone one of them.

Again, I want to extend a welcome to you all. To URBN, I would be glad to have you here and we have high expectations. Thanks so much. **Mr. Ziel** said very, very welcome.

Commissioner McKiernan said, Mr. Ziel, very briefly, welcome to you and to your company. We are thrilled to have you in our community. I strongly support this project and I just want to say that it looks to me, as it's been presented, that this project will have positive, tangible benefits for both your company and our community, so we certainly welcome you here. **Mr. Ziel** said I appreciate that very much and URBN extends the same to all of you. Thank you. Welcoming goes both ways. Thank you for welcoming us.

Commissioner Walters said I would also like to add my welcome to you, Mr. Ziel. Thank you for choosing Wyandotte County for the location for this facility. It's very impressive. Your presentation is very impressive. I think we're all looking for a great partnership.

With that, I have a question of staff. If I were interested in making a motion, can it be one motion or does it have to be five separate motions?



Ms. Carttar said I believe it's actually three separate motions: the resolution of intent, the ordinance for the bond purchase agreement, and then the ordinance for leasing the property from the STAR area. **Commissioner Walters** asked, the development agreement and the IRB bond ordinance is not? **Ms. Carttar** said the development agreement is actually part of the bond purchase agreement so it's in there. **Commissioner Walters** said with that, I would like to make a series of motions.

Action: **Commissioner Walters made a motion, seconded by Commissioner Johnson, to approve the IRB resolution of intent.**

Chairman Burroughs said, gentlemen, thank you. Before we do that, I do have a few more hands up and I do want to ensure that if there's anyone that has—the public that wants to speak to this, that they have a chance to do so. I know we're anxious to see this project move forward, but I do want to allow those others an opportunity to speak.

Commissioner Townsend said to Mr. Ziel, I want to add my thanks and appreciation. Your presentation tonight shows what having a lot of individuals bring forth a project they obviously feel so passionate about. I mean, what you presented tonight certainly put a different perspective on what I read. I am so glad that the city of brotherly love is sending a corporate representative here to the Land of Oz. I did the reverse several years ago. I see Philadelphia as another home. I did my undergraduate there at a time when most people said, Kansas, where is that, let alone Kansas City, KS? So, I'm glad URBN Outfitters knows where it is and is looking forward to a long-term partnership with us.

Thank you for hitting on the head two stumbling blocks that are major concerns to many people who are looking for jobs and that's, how do I get to work and what's going to happen with the young people in my family who need to be educated and taken care of. Again, welcome to the Land of Oz. I still love the city of brotherly love; look forward to a long and mutually beneficial partnership. Thank you.

Mr. Ziel said I don't think I could get a better welcome than that one right there. That's good and we're excited. We're born in Philadelphia. We love Philadelphia. We love our extension of our new home in Kansas. I will also tell you that I think it's important for me, personally. I really appreciate that you see my passion in it. I've been with the company a long, long time. Our success is kind of as an embodied personal thing. It certainly isn't a paycheck. It's a great company with a great culture going through tough times like anybody else right now. That being said, Commissioner, I appreciate all of your words.

I do want the group to know that this is very, very difficult for me because I usually, again, I want to emphasize this, it's very important for me to have and URBN have the long-term relationship. You guys are bringing us to your community. You're offering incentives and the important thing for us is for you to know that we're aware of that. We're respectful of that. It helps us start an operation, but more importantly, for me not to have had the time with you and the school districts and the things of that nature, you're faith in picking the right partner sometimes you have to have a little faith and I think you're making a great decision. I just can't wait to meet all of you and meet the right people and get a chance to build that relationship long-term, as you suggested. We really are looking forward to it.

Commissioner Townsend said give my regards to Billy Penn in 36 & Chestnut. **Mr. Ziel** said you got it; you got it.

Chairman Burroughs said I see no more hands. Staff, Carol, do we have any public comment? **Carol Godsil, Deputy UG Clerk,** said no comments from the public were received.

Chairman Burroughs said, Mr. Ziel, I too want to express my tremendous gratitude for you identifying Wyandotte County as a partner. I think this sets the stage for what a partnership between the state, local, and private investors in a community stepping forward collectively on what you stated, trust. I think those are big steps for our major economic development projects, especially one of this magnitude. I sincerely appreciate your trust in us as a community. We do look forward to this partnership and to much success for your development, not only for your organization, but for our community. So, thank you. **Mr. Ziel** said very, very welcome, Commissioner. **Chairman Burroughs** said I'm sure a number of us look forward to meeting your personally.

Chairman Burroughs said with that, I want to get back to the motion and the second proposed by Commissioner Walters. I would ask staff to repeat that motion, if we may. **Ms. Godsil** said the motion was to approve the industrial revenue bond resolution of intent. **Chairman Burroughs** said okay. We have a motion and a second. Comments? (There were none.)

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Chairman Burroughs said I believe the next item up, I believe, we have the third item which is the ordinance to remove the land or is it the bond ordinance. I'm trying to see how this is laid out for me.

Action: **Commissioner Walters made a motion, seconded by Commissioner Johnson, to approve the ordinance releasing the property from the TIF/STAR bond district.** Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Chairman Burroughs said our last motion would deal with the ordinance to remove the land from the STAR bond district.

Action: **Commissioner Walters made a motion, seconded by Commissioner Johnson, to approve the bond purchase agreement.** Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Chairman Burroughs said I believe that takes care of our URBN portion of our agenda this evening. Is that correct, staff? **Ms. Carttar** said yes, that's correct. **Chairman Burroughs** said thank you. Thank you, committee. Mr. Ziel and Katherine, thank you very much. I appreciate the opportunity to hear about this exciting new development.

Item No. 3 – 20318…HOMEFIELD TERM SHEET

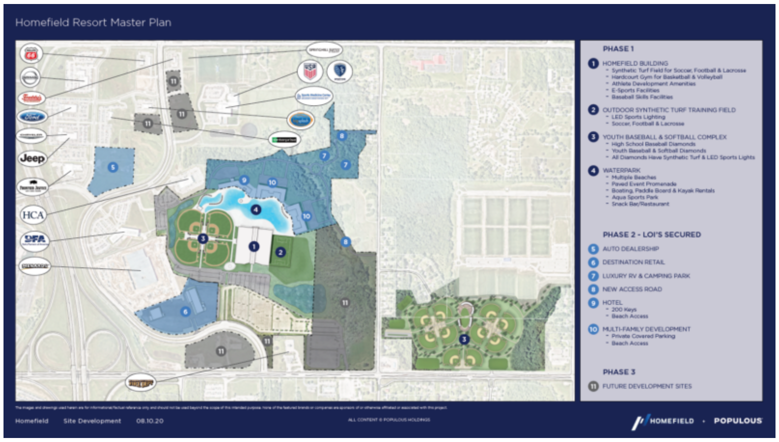
Synopsis: A multi-phase attraction and retail STAR bond project centered on a major multi-sport athletic complex, performance center, and youth baseball complex known as Homefield. The term sheet lays out the project points for Committee agreement, submitted by Katherine Carttar, Director of Economic Development.

Item No. 3
Homefield
Term Sheet

The Homefield Term Sheet lays out the project points for a multi-phase attraction and retail STAR bond project centered on a major multi-sport athletic complex, performance center, and youth baseball complex.

Katherine Carttar, Director of Economic Development, said last month, we heard—Robb Heineman came in and gave kind of a brief overview of what we could expect; kind of a little teaser to get everyone excited. Hopefully, that worked. Today, we're going to be building upon that. Mr. Heineman will give another kind of overview of the project and then we'll get into some of the terms and the actual project deal points. You should all see the term sheet; it was on the agenda. While not needing necessarily a formal vote, we would like to know—kind of get your blessing, so to speak, to move forward and then we would start with putting the development agreement, etc., together.

With that, I will turn it over to Mr. Heineman.



Robb Heineman said I appreciate you taking the opportunity to spend time with me again tonight. Like the opportunity we had a couple of weeks ago going over this, I'll do kind of a recap, I guess, of the development total. I'm happy to answer any questions you may have and then, obviously, Katherine will get into some of the details.

The project here that we're describing, obviously, it encompasses the former Schlitterbahn site. We have 230 acres under contract from the Henry family, which includes all of these numbered parcels that you can see kind of all over the place here. Our intention on this site is to develop kind of a premier amateur sports resort, believed, in the Midwest.

Homefield, as I mentioned to you a couple of weeks ago, we're building a business where we believe we can take the youth sports industry, which paid $20B industry, growing at a faster rate than any of the professional sports league in the country on its way to kind of the fifty billion dollar industry in the next five to seven years. Really, kind of remnant, but it typically is done in buildings that is somewhat substandard. Those of us that have had kids and taken them to many of those buildings, we often spend an hour to an hour and a half at the car, kind of spending time on our phone passing the time hoping that the practice ends sooner rather than later. We really think that we can kind of change that paradigm in sports.

We're taking our ques from somewhat from the Top Golf concept, for those familiar with Top Golf. Really, what they did is they took a $10 bucket of balls at the driving range and put it in a beautiful building, utilized great technology, great data capture, good food and beverage, and entertainment and turned that into a multi-billion dollar enterprise. We believe Homefield can do that very same thing for amateur sports.

We're lucky enough here that, you know the Schlitterbahn site, obviously, we're all well aware of kind of the tragedies that occurred here; but what hasn't ever changed is the potential that this site has. It's got wonderful access. It's got wonderful visibility. We really believe using Homefield as the catalyst for this site, we can bring to the site the potential that we all once saw in it.

The thing that I can tell you is, while Homefield has progressed for us very quickly, one of the things that we've just very surprised and pleasantly surprised about, is the momentum that we have on this site with other uses. Obviously, our intent here is to create a very large, mixed-use destination.

In addition to all the Homefield attractions, obviously, which are committed as part of Phase 1, we have letters of intent with other destination retailers, with auto dealers, with a 200 plus room hotel, with a large multi-family developer, with a luxury RV park operator, and then we're talking very in-depth right now with various other neighborhood retailers; things like convenient stores, groceries, other axillary uses.

So, our intention is that the Homefield aspects of this would open in late spring, early summer of 2022. I would think that accompanying kind of our opening in early 2022, I think we should have a handful of other openings. When you talk about a project, obviously, many times you hear shovel ready. What I can tell you is this one is absolutely that.

The nice thing about this, I've had the privilege of being involved in two other STAR bond developments with you out in this area, obviously Children's Mercy Park and the Compass US Soccer Center. We, as a group, the state, the city, and the developer here have spent far more time going through the details of the term sheet itself, how private investment becomes a very large component of what we're doing, and because of that, it's given us, as the developer, the time to go out and work a lot of these other deals that I just mentioned such that this isn't just a vision that we have; this is really something that we will be in the ground, building various components of this in earnest, all throughout calendar year 2021. So, we're excited about that.

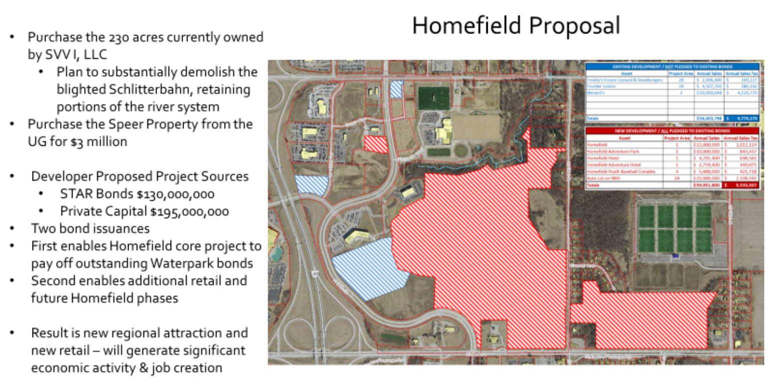
One of the things I do want to mention to you, I'm very excited to be talking about Kansas City, KS, and Wyandotte County tonight. I do want to just quickly reference the *Star* wrote an article this weekend about there's some other developments here in Kansas City, in the Kansas City metropolitan area. This is the only development that we're working on, is Homefield. It has a very distinct set of shareholders. Our shareholders are not involved in any of those other developments across town. We're excited based on the fact that our track record with you has been—in fact, we've worked on two other great projects when I was a part of Sporting that we think have a pretty great vision out there, and we believe the vision is, for the most part, has been fulfilled on those projects.

I can tell you, this project, from my seat having been involved in all of those, I believe we have the opportunity for this to be as good or better than even those two projects, which I think are wonderful, wonderful projects.

We're excited about this. We love the fact that this site, which is a great site, is going to be able to be brought to its full potential. With that, I'm happy to answer any questions that you may have, or if Katherine would like to go, that would be great.

Chairman Burroughs asked, committee, any questions? I see no hands up.

Ms. Carttar said I can move forward and go into some of the project details, if you'd like. **Chairman Burroughs** said, Katherine, that would be great.



Ms. Carttar said I always get the fun job of going through the financial part of it. But, I do want to start off by saying, this is really an exciting thing. I mean, just between this project and the project we just heard, we're talking about over $700M of investment in our community, which is just not something that I typically get to present to you all. So, just kind of taking a moment and letting that sink in, kind of the scale that we're talking about is really quite stunning. With that, I'll kind of get into some of the project details.

I will say that we have spent, as Mr. Heineman mentioned, many months really getting this term sheet to a point where we felt that we were mitigating as much risk as possible from the local and state side, which is very important to us. Also, just trying to find a way—STAR bonds are such a powerful tool, but they're only really powerful if you can really leverage them for other developments and something bigger and better. We have really worked very hard. There's a large team that's been working on this from Finance to our attorneys. I think we are there. We feel really good from a staff's perspective about where we've ended up and hope that you all agree.

I'll kind of go though some of the terms. First, as was mentioned, part of this would be the purchase of the 230 acres that are currently owned by SVV, that's the Henry's who own Schlitterbahn. One of the real positives is that it will remove kind of the blighting influence that is Schlitterbahn. It's been closed now for over two years and just sitting there. It's just not a great look for our community, especially when we have so many people coming through those highways right there, the interstate, to get to the Legends, to get to Sporting games. We really want to put forth our best side and we think that this will do so far, far better. So, we're excited about that.

Additionally, the Speer property, what is known as the Speer property, which is the property, if you can see my cursor just down south of the soccer field, so this is the location where many of the baseball complex would be located. The Homefield team would be paying $3M, which it has been appraised and we feel like that is a fair appraised market rate for that location.

Then, just super high levels, we'll get into a little more detail here. What we're really talking about is the project sources is $130M of STAR bonds and just about $200M of private capital. This will be done through two bond issuances. One of the main points that we've been working through is there are outstanding waterpark bonds at this location, and making sure that one of the primary goals for the Unified Government was to ensure that those get paid off and those get paid off kind of first and foremost. With our very conservative projections, we feel like those—as we have it planned now and agreed to in these terms, would actually payoff both of those bond issuances early. So, we're really happy about that.

Secondly, the second bond issuance for the Homefield would really enable additional retail and future Homefield spaces. Again, kind of the main thing that this is a STAR bond project so, making sure that there is a regional attraction and new retail is very important. We think both of these will generate significant economic activity and job creation.

Homefield Proposal

- State & UG to retain all Menards sales tax until July 2021
  - Tie State portion of Menards sales tax revenues moving forward to Homefield performance milestones
- Focus payments on outstanding waterpark bonds (2015A & B) – projecting early payoff as a result of Homefield

Funding Tranche 1
- $75 million – private issuance
- Minimum of 1 to 1 public to private cost sharing ratio
- Core Homefield development – Homefield, Homefield Outdoor, Baseball Complex
- $150 million of development

Funding Tranche 2
- $55 million – public issuance
- Minimum of 1 to **2.15** public to private cost sharing ratio
- Homefield enhancements, Land, Additional development
- $180 million of development

Public Funding	Private Funding
$130,000,000	$195,000,000
40%	60%

- UG will retain the benefits from ALL property taxes and special sales taxes (EMS, public safety & neighborhood infrastructure) for the Homefield development and all additional development

Getting into a little more of the detail; and stop me if you have any questions. It gets slightly complicated, but I tried to drill it down into kind of a most peer form. The first thing is that the state and the UG will retain all of the Menard's sales tax. The Menard's, that being the newest retail out there, it's not captured currently so, that's really a big driver of this bond issuance. Both the state and the Unified Government will retain all of that, which is important right now as we're kind of working through COVID and making sure we're remaining stable.

Then, moving forward, post July 2021, we're tying the state's portion of Menard's sales tax revenue to different Homefield performance milestones. So, this is kind of our guarantee, so to speak, if Homefield does make good on the proposal, which we have no doubt they will. But, when you can get some additional revenue, that makes it all the more likely.

Then, as I mentioned earlier, we really focus on the outstanding waterpark bonds and, again, we're projecting an early payoff as a result of Homefield for both of those 2015-A and B.

In terms of the actual Homefield STAR bonds issuance, there'd be two. One would be a first tranche. That would be $75M. So, it would be a 1 to 1 public/private kind of sharing ratio. This is really to ensure the core Homefield, the Homefield indoor training center, the Homefield outdoor, as well as the baseball complex so, it's really the focus of that first tranche. So, that would allow for $150M of development.

The second tranche would be $55M. To clarify, in that first tranche, that's both public and private. It's actually—well, they'll likely be a private issuance, but STAR bonds. Just to clear that up. The $55M would be a public issuance. With that, kind of this would be for kind of the next phase. We're kind of moving the public/private cost-sharing ratio a bit. So instead of 1 to 1, this is 1 to 2.15. So, for every $1 of STAR bond revenue, they would have to spend $2.15 in private costs. Again, for that, really, is the Homefield enhancement plan additional development. That would end up being about $180M of development. So, if you're taking the entire snapshot, you're looking at a

40/60 split. As Mr. Heineman mentioned, this is kind of, as they're looking at it, kind of a bare minimum. They're hoping certainly for even more development. Hopefully, this is really just the minimum of that ratio.

Then, last but not least, I want to mention that, as with all of our STAR bond projects, the UG would retain all the benefits from the property tax so, there's no abatements associated with this. They'll be paying their full property tax as well as the special sales tax; that's the EMS and the public safety and neighborhood infrastructure. That would go for the Homefield development as well as all the additional developments.

With that, I'll take any questions.

Chairman Burroughs asked, committee, any questions?

Commissioner Walters said I just want to compliment the project. Robb, thanks for bringing this forward. Really looking forward to seeing it happen. A question for Katherine. I assume that the fact that we've gotten this far means that the state is pretty well agreeable to all the terms and conditions related to the STAR bond issuance. **Ms. Carttar** said yes. We have been working with the Secretary of Commerce and his team throughout the whole process. They'll certainly have their own approvals to go through, but yes, we're all in agreement with the terms. **Commissioner Walters** said great. I'm glad to hear that.

If you're taking a straw poll, I will vote yes. I really like this project and I fully support it.

Commissioner McKiernan said, Mr. Heineman, I want to say like Commissioner Walters, I really think that this project has a lot of potential benefits for our area. One of the things that I want to really emphasize to anyone who might be watching this presentation tonight and be interested in this is, this is going to end up playing out just like we had the STAR bonds on the other side, on the west side of I-435 with the Legends development where all of the sales tax will be going to pay off the development bonds. The property taxes will all continue to come, in full, every year to the Unified Government. So, there will be a tangible, monetary benefit to us directly through the property taxes. Hopefully, there will be many other benefits that come to us through the use of these facilities after they're constructed and begin to be used. So, thank you for this.

Commissioner Johnson said first of all, I want to thank Katherine for taking time out to kind of walk me through this a few weeks ago. It was really beneficial and, therefore, I don't have a whole lot of questions. I do, again, thank Mr. Heineman for this presentation and for coming into this. I think the question that I want to ask—I wasn't going to ask, but I think I want to ask is—or comment. Let me just make a comment.

I think it's important for us to continue to see western Wyandotte County continue to thrive. As an eastern commissioner, sometimes persons in our district think that all the development is exclusively happening in western Wyandotte County. Though we can tangibly see this, it does have a tremendous amount of effect upon the eastern side, particularly as it relates to infrastructure and things of that nature. That also allows us to leverage what is happening, the good things that are happening out in western Wyandotte County to begin to continue to build on the eastern side of that.

So, I want to make sure that those that are watching this don't think that this is a one-sided equation. There are profound benefits. Again, sometimes it doesn't seem like it because we're talking about simple things such as infrastructure and plumbing; not plumbing, but sewers and things of that nature, and other things, curbs, sidewalks. So, I'm glad to see this going in. I appreciate you for making it clear that first of all, that the other STAR bonds will be paid off with this project, and that was very important.

Mr. Heineman said, Commissioner, we do just kind of have one response to that. One thing that I want you to know is that community involvement has been very important for us surrounding this building. You can image that a building like this, for the most part, call it from 9:00 in the morning until 3:00 in the afternoon and normal school times for children, it's going to be pretty empty. Our intent would be to work very closely with the community and with the school districts around making sure that every student has access to this building.

Our intention would be to run a very vibrant kind of in-school program out here where we're doing not only kind of competition things, but also doing probably some stem learning, just to play around things like nutrition and wellness and making sure that everybody in the community has the aspect to go—has the opportunity to go touch this facility. So, we'll make sure that we're very plugged in so it's not just about western Wyandotte, it's about the entire community and it's about kind of where all our kids have the opportunity to come out here and experience it.

Commissioner Johnson said thank you, Mr. Heineman, for making that clear. I appreciate that. I think that helps us on the eastern side for us to understand that as well. So, thank you so much.

BPU Board Member Bryant said, Mr. Heineman, this is a very interesting scenario, but I do like the idea that it will expedite the repayment of the STAR bonds from the previous project. Katherine, I'm just wondering, the transient tax—I'm assuming it would be in place for like the RV park besides the hotel. My guess is, by looking at that, the multi-family would probably be like rental condos. Would the transient tax from all those still come into the UG or would that be part of the repayment of the STAR bonds? **Ms. Carttar** said that is an excellent question that I don't know the answer to. If any of the many attorneys or Kathleen is on and knows the answer to that, I would greatly appreciate it.

Patrick Waters, Senior Attorney, said, Katherine, I'll have to look into that as well. I'm not sure. **Mr. Heineman** said I can answer it. Typically, as a government STAR bond. I mean the transient guest tax definitely goes to the infrastructure as STAR bonds. **Ms. Carttar** said thanks, Robb.

BPU Board Member Bryant said I would really be interested when this does come back in front of us to see what the projected dollars that would come to the UG during the period of repayment for the STAR bonds would be versus how much will be going toward the repayment of the bonds. **Ms. Carttar** said definitely, yes. I just received clarification. Robb, as one would expect, correct, that the hotel transient guest tax would be part of that.

Then, I will mention that our next step, as I referenced at the beginning, would be to come back to you all with an actual fully flushed out development agreement. So, you would expect to see all of that. We'll make sure that some of those revenue projections and all of that is part of it.

BPU Board Member Bryant said I appreciate that. Thank you.

Commissioner Townsend said good evening, Mr. Heineman. As one of the other commissioners whose constituency lies in the east, you touched upon something that I was, well, I won't say concerned about, but wanted to talk about and you hit on it already in response to Commissioner Johnson. That is, how does, what looks like a tremendous plan for a variety of sports to be conducted in really a top-notch setting, how individuals from any part of the community can access that? Could you talk some more about that? You talked earlier about the fact that youth league sports industry is blooming. I think it was $20M plus and growing.

In the term sheet, they talk about a variety of sports outside of just baseball. You've got basketball, obstacle training, rope climbing, ziplining, lacrosse, soccer, swimming, could you talk about the accessibility of what you plan in that area for any individual, those who may be a part of a team organization or not.

Mr. Heineman said absolutely. So, the intent of this facility is that it, obviously is multi-sports. You touched on it. There will be, especially inside, there will be, kind of the hard courts so, obviously, you can image volleyball, basketball being in that area. We also want turf, so it will be soccer, lacrosse, 7B7 football. We'll also do a lot of sports performance training so, speed, strength, and agility training, things of that nature.

Our intention with this building is that this allows every athlete to be the best athlete they can be. It doesn't mean that they're going to be the next Patrick Mahomes or they're necessarily going to be a casual athlete. Its anywhere across that spectrum. We believe Homefield should provide an opportunity for them.

Obviously, the way that we'll do this, there will be kind of membership, so we'll have members that play in clubs that are kind of attached to Homefield. There will also be clubs that will come in and access our building that may not be Homefield clubs. They may be distant clubs here in the area that access and come utilize our facilities. We'll also run leagues, we'll run events, so there will be different opportunities for all different types of kids that come into this building.

In addition to, obviously, what we'll do around the membership approach, there will also be scholarship approaches out here as well. So, every kid should have the ability for a pathway into Homefield. One of the things in youth sports that is a topic that's brought up very often if you play around soccer, is the whole notion of pay-to-play. In some sports, they're just difficult to get access to because the price point is too high. That's something that we do want to tackle head-on in the Homefield ecosystem. Do you want to have access for every kid in this community to have the ability to come play in this facility, whether that's on a team, in a league, or in an event. It will be a very conscious objective of us to make sure that we allow as many people into this building as possible. We don't want to shut anyone out..

Commissioner Townsend asked, what about those activities that are less team-oriented? For instance, say ziplining, rope climbing, obstacle course training? Could I come out there and through a membership or a pay-for-the-day type of situation, have access to those facilities? **Mr. Heineman** said absolutely. Those will all be kind of based on that sort of an approach. You won't necessarily have to be a member to do that. I already have talked with staff around, there obviously, around any of those kinds of memberships or what I would just kind of call on a per-event basis, there will be discounts for Wyandotte County citizens. We'll make sure that—there'll be two things. Number one, when it comes to accessibility, they'll probably get a couple of weeks head start on new programs that we rollout, to sign up, and there'll be some sort of a discount. Those are (inaudible) that we'll definitely be building into our program.

Commissioner Townsend said with respect to the more individualized activities, do you anticipate say a daily rate; say if you wanted to just come in and try one of those for the first time? **Mr. Heineman** said absolutely. Yes, absolutely. So, if you come out to the ropes course, let's say that it's—I don't have exact pricing—but let's say it's a $25 thing, if you're a Wyandotte County citizen, it's probably going to be $15. We'll work to make sure that all those kinds of daily rates or daily accessibility tickets have some benefit to them.

Commissioner Townsend said thank you. That's most important, I think, in getting to what Commissioner Johnson alluded to and what I'm getting at, accessibility on some level, regardless of where you live in Wyandotte County.

Chairman Burroughs asked, any other questions? Seeing none, Mr. Heineman, thank you. I've had the privilege of viewing one of your facilities in southern Johnson County and it's quite a unique approach you have. I think it will be a project in Wyandotte County that will continue to add to the synergy we have in western Wyandotte County. Your record of success speaks for itself. I'm excited about the continued growth of the project that you continue to put forward. Those are quality projects and I look forward to the draw it will have, not only for our community, but for your business model. I think the fact that you're investing the time and energy into our community that you have; I just want to say how much I sincerely appreciate the opportunity to have you in Wyandotte County and your continued investment in our community. I do look forward to being there the day you open the fields. I think it will be a great opportunity to display our leasure-tainment district and now our play-tainment that you've put forward. Thank you.

Mr. Heineman said thank you. I appreciate that and I appreciate everyone's comments. Look, we've had a wonderful partnership with you throughout the years. I really do think while this first phase, I think, is really compelling, this is a lot of acreage. It's 230 acres so, our ability over the course of call it the next 10, 20 years to really create unbelievable regional and national destination, I think is real. It's going to be fun. I mean, I'll tell you, since we started talking about this, the amount of momentum that we created with other retailers, hospitalities, we've got a little bit of a stone, football going and I think it could be a big snowball pretty quickly.

Chairman Burroughs said great. I know our community is in desperate need of a swimming pool and aquatic features in our community. I know there has been a public outcry to have a swimming pool. I would hope that possibly a public pool could be one of those things that are considered in the park.

Chairman Burroughs said I would also ask, there's a number of vacated buildings. I think the annex is still there. The old transportation building, I believe, is still on site. Are there plans to utilize those facilities or to repurpose them or to demolish them? **Mr. Heineman** said we have bids to demolish all those. The day after we get this approved, we'll start tearing down those buildings and most of the vertical slides out at Schlitterbahn too. You'll see a large demolition project start occurring as soon as we kind of get this wrapped up.

Chairman Burroughs asked, any other questions or comments, committee? Seeing none, this is an action item. I see that we have to move forward this project so I would entertain a motion. **BPU Board Member Bryant** said it says it's for information only. **Chairman Burroughs** asked, is that what you show? Mine doesn't show that so I apologize. I show that a motion needs to be made. If that's the case then, Robb, thank you very much for the information you shared. My sheet shows that it was an action item. We'll move on if it's not an action item. Staff, is that correct? It's not an action item? **Ms. Carttar** said yes, that's correct. I think we're kind of giving a thumbs-up, thumbs-down. It sounded as I was doing the tally that it was kind of six votes to move forward.

So, the next thing that we will come forward to you with is the development agreement. That would be an action item. **Chairman Burroughs** said great, thank you. That will give us an opportunity at that time to ask additional questions of Mr. Heineman.

So, staff, I apologize. My sheet shows a motion needs to be made, but we'll move on. Robb, thank you very much for being with us tonight. **Mr. Heineman** said thank you so much for your time. I appreciate it as always.

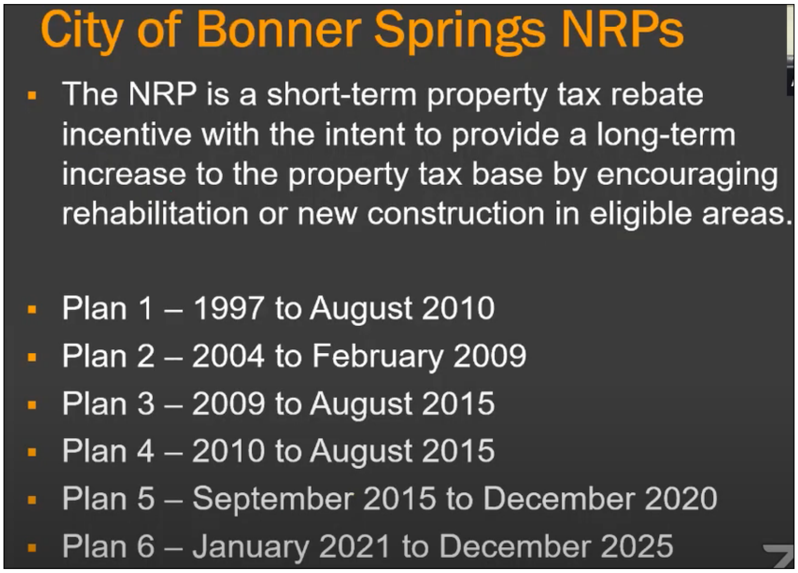
Action: For information only.

Item No. 4 – 20320…RESOLUTION: BETWEEN THE UNIFIED GOVERNMENT AND BONNER SPRINGS FOR NRP NO. 6

Synopsis: An Interlocal Agreement between the Unified Government and Bonner Springs related to the Bonner Springs Neighborhood Revitalization Plan, submitted by Katherine Carttar, Director of Economic Development.

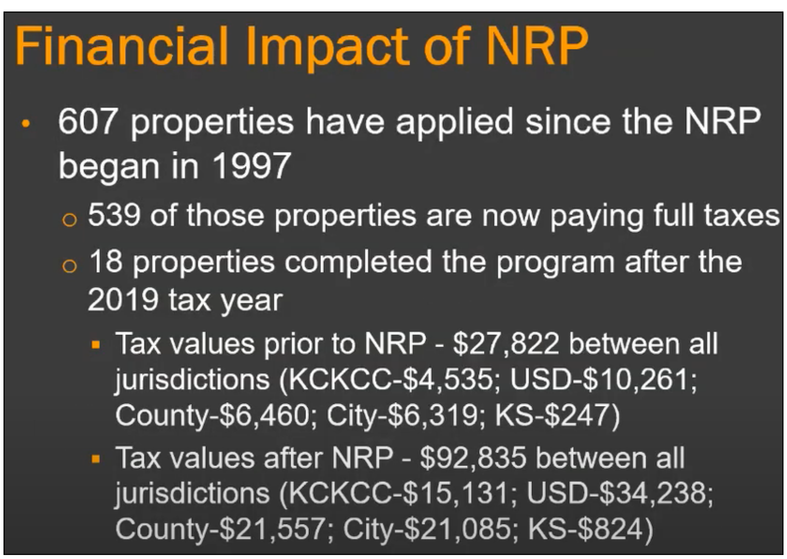
Katherine Carttar, Director of Economic Development, said this one, I'm actually just introducing Amber McCullough, who's the Assistant City Manager of Bonner Springs. She'll give a brief presentation of the Neighborhood Revitalization Plan for Bonner Springs that is up for its program renewal.

Amber McCullough, Assistant City Manager of Bonner Springs, said I have a quick presentation for our neighborhood revitalization program. This is our sixth plan. On July 27th, our City Council adopted a new neighborhood revitalization plan and the next step is to present the information to all of our taxing jurisdictions and request support of the program through an interlocal agreement. We have presented to the school district, the community college, and finally we're presenting to the county.

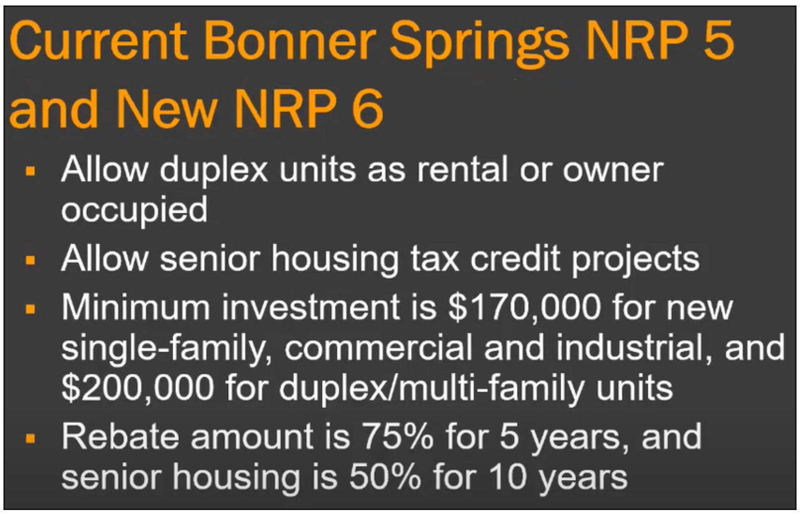


As I've said, this is our sixth plan. Our current plan is No. 5. We started the NRP program in 1997 and our current program expires at the end of this year. This new Plan 6 will take effect January 1, 2021. With Plans 1-5, we did receive your jurisdiction's support through the interlocal agreement, and we're hopeful you'll continue to support the plan.

What the neighborhood revitalization plan, is a short-term property tax rebate to provide long-term increases to the property tax base through new development and rehabilitation. The city has done a very transformative program. It has created some in-fill opportunities and rehabilitation opportunities through the older areas and then we've had some success with new subdivisions. In the newer areas, we've had Cedar Springs, Cedar Ridge, and Lei Valley Subdivision as part of this program.



The financial impact of all of our NRPs throughout all of our programs, we've had 607 properties utilize the program with 539 of them now paying full taxes. In 2019, we had 18 properties complete the program and come back onto the tax rolls. Prior to the NRP program, the tax value of these 18 properties was $27,822. Now that they've completed the program and come back onto the tax rolls, they have a total tax value of over $92,000, which has been a $65,000 increase to the property tax base with just those 18 properties that came on in 2019.

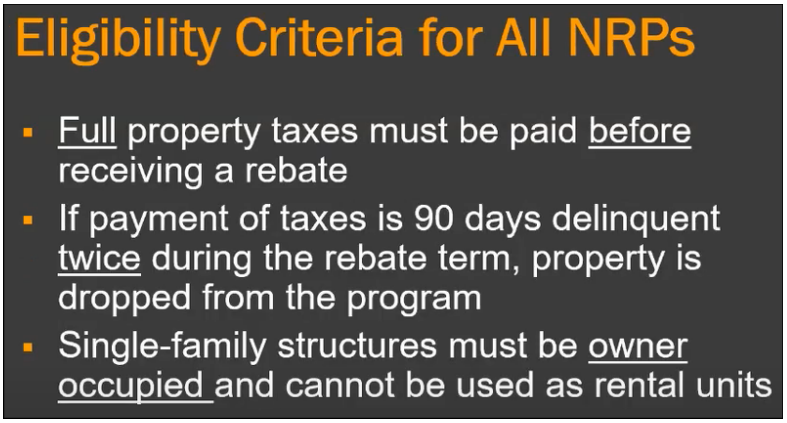


We have no changes in the eligibility for criteria for Plan 6. Both Plan 5 and Plan 6 allow single family, commercial, and industrial projects, as well as multi-family, duplex, and senior housing tax credit projects as rental units.

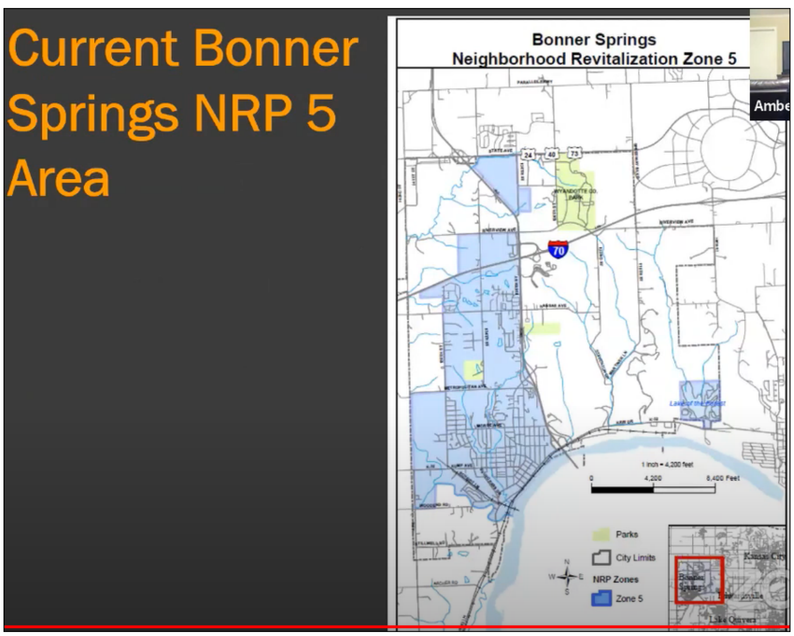
For new development, the minimum investment is $170,000 for single-family, commercial, or industrial projects; or $200,000 for duplex and multi-family projects.

For rehabilitation projects, the project must increase the appraised value by a minimum of 5% for residential projects or 15% for commercial or industrial projects.

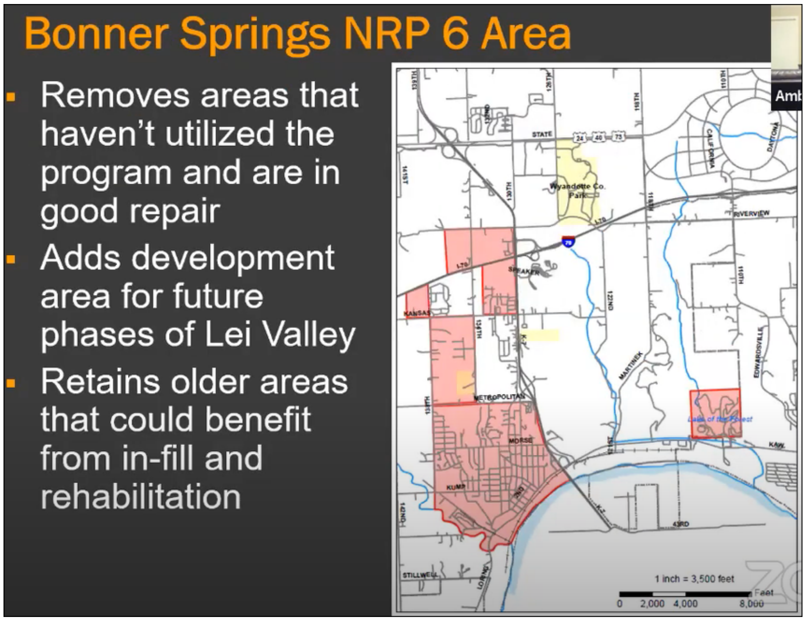
The rebate amount for most of our projects is 75% of the increase to the tax value for 5 years, but for senior housing tax credit projects, it's 50% for 10 years.



Part of the neighborhood revitalization program requires that taxes must be fully paid to the county prior to the purchase (inaudible) receiving a rebate check. If the purchase spent is 90 plus days delinquent twice over the rebate period, they are dropped from the program and begin paying full taxes. All of the single-family projects must be owner-occupied and cannot be rented out during the rebate term.



The area in blue is our current NRP 5 eligibility area. The only change we've made to Plan 6 was to reduce some of this area. As you can see in the next slide, I'll go ahead and bring up our proposed NRP Plan 6 area.



Everything shown in red are areas eligible for NRP Plan 6. We dropped some of this area down here and then some area in the center. The utilization there wasn't—we didn't have much utilization, so we wanted to focus on the areas where we did have utilization. We retained the older area, the downtown area, and the Lake of the Forest area, which could benefit from rehabilitation or infill development. We removed the newer subdivision of Lei Valley as it is 100% built out in Phases I-III. There are no remaining lots in that development. We did add an area to the west of the Lei Valley Subdivision in case that subdivision was to expand or if we were to gain another subdivision there. We left in some area to the north for future expansion. Then, the Deerfield area, subdivision area, we also left in—the area west of the Deerfield Subdivision, we left in for infill and rehabilitation opportunities.

Over the years, the energy has been very successful. One of the benefits of the neighborhood revitalization plan is that you don't pay any tax dollars for this incentive. You continue to get the property tax rate that you currently have as a revenue. The rebate is only in the increment increase to the tax value. Even during the rebate term, you still receive 25 to 50% of that increase to the tax values during the rebate term. Then, you realize the full increase to the property taxes at the end of the term.

I'll answer any questions. I'd be happy to answer any questions. I thank you again for allowing me to speak at your meeting this evening.

Action: **Commissioner Walters made a motion, seconded by Commissioner McKiernan, to approve.**

Chairman Burroughs said, Amber, I want to thank you for your presentation. I know that the project has worked well in your community. Having been a former resident of the Bonner Springs community, I'm really just surprised at the amount of growth and the quality of housing and the revitalization I've seen within the community. So, thank you for your presentation this evening.

Chairman Burroughs said we do have a motion and a second. Any other discussion? Any comments? Seeing none, I would ask for a roll call.

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

ITEM NO. 5 – 20324…RESOLUTION: SET A PUBLIC HEARING AND APPROVAL FOR NEIGHBORHOOD REVITALIZATION ACT PLAN AND INTERLOCAL AGREEMENTS

Synopsis: A resolution for approval to set a public hearing for discussion/approval of the Neighborhood Revitalization Act plan and Interlocal Agreements, submitted by Stephanie Moore, Economic Development. The public hearing will take place at the October 29, 2020 full commission.

Katherine Carttar, Director of Economic Development, said we actually had something blue sheeted, so we've got two more items, but this is a real quick one.

This is a resolution calling for a public haring on October 29th. It goes very well with what you just heard from Amber. We are also working on our, we call it a neighborhood revitalization act plan. I don't know why we add the A.

- June 1: ED&F Committee accepted proposed changes to the UG's NRA plan
- June-August: Interlocal Agreements have been executed with:
  - USD 500
  - USD 204
  - USD 202
  - KCKCC
- Tonight (Aug 31): ED&F to approve Resolution to set a public hearing date for Oct 29
- Sept 17: Full Commission to approve Resolution to set a public hearing date for Oct 29
- Oct 29: Public hearing and Full Commission votes on the proposed changes to the UG's NRA Plan

Just kind of a quick kind of update, you all approved, kind of accepted the proposed changes back in June. Since then Stephanie Moore in my office and Wendy Green with the attorney's office, have gone and presented, just as Amber just did, to USD 500, 204, 202, and the community college. All have executed their interlocal agreements, thus we are back to this committee to move the process along so that we are ready to go when our current NRA plan expires at the end of the year and have the new one with the changes proposed in action when we start 2021.

So, again, today is just setting the resolution to set the public hearing date that will go to the full commission on September 17th. Then, October 29th, you'll get the whole presentation again as well as the public hearing and that's when you will vote on the actual NRA changes.

Chairman Burroughs said great. Any questions or comments, committee?

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

Chairman Burroughs ask, comments? Seeing none, I'll ask the clerk to please call roll.

BPU Board Member Bryant said point of clarification—sorry I didn't get in sooner, but isn't this just setting a meeting or are we approving this? **Chairman Burroughs** said this is to set a public hearing date.

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Chairman Burroughs said as Katherine stated, we do have a blue sheeted item. I do not have that bit of information with me this evening so I would ask staff what that blue sheet item may be. **Ms. Carttar** said this is basically the same thing you just voted on. It's a resolution calling for a public hearing also on October 29th. It will be a busy commission day. Lots of hearings.

ITEM NO. 6 – 20379… RESOLUTION: EPIC CENTER REDEVELOPMENT TIF DISTRICT

Synopsis: A resolution setting a public hearing date of October 29, 2020, to consider a redevelopment project plan for the Epic Center Redevelopment District, I-35 & 18th St., submitted by Katherine Carttar, Director of Economic Development.

Katherine Carttar, Director of Economic Development, said this one would be to consider a Menards TIF project plan at 18th & I-35. **Chairman Burroughs** said that would be the October meeting. **Ms. Carttar** said yes; October 29th.

Action: **Commissioner Walters made a motion, seconded by Commissioner McKiernan, to approve. Chairman Burroughs** said there has been a motion and a second. Any discussion? Seeing none, I'd ask the Clerk to please call roll. Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Chairman Burroughs asked, one more item? **Ms. Carttar** said that's everything for me. Thank you. **Chairman Burroughs** said, staff, I do not have or have not been able to find the last item for discussion. **Commissioner Walters** said that's it. **Carol Godsil, Deputy UG Clerk,** said that completes the agenda.

Chairman Burroughs said great. Committee, thank you for your work this evening. Katherine, thank you for your patience with us. I sincerely look forward to the continued investment in our community. I'm very proud of this committee for the work they've done. You're to be commended, Katherine, for the intuitiveness you've put forward in these projects. So, thank you very much, you and staff. I appreciate it. Your work is really much appreciated.

Public Agenda:
No items

Adjourn
Chairman Burroughs adjourned the meeting at 7:27 p.m.
cg

Staff Request for Commission Action

Tracking No. 20523

Full Commission Meeting Date: 12/17/20
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/20 (If none, please explain):

Publication Required: Yes 12/24/2020

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/17/2020	Kathleen VonAchen, Alyse Villarreal	x5186, x5273	kvonachen@wycokck.org, avillarreal@wycokck.org	Finance

Item Description:
Authorizing the issuance of sales tax special obligation revenue bonds (Village East Project Areas 2B, 3 and 5) Series 2020; authorizing and approving the execution of certain documents in connection with the issuance of said bonds; and authorizing certain other actions in connection with the issuance of said bonds, submitted by Kathleen VonAchen, Chief Financial Officer.

Action Requested:
Approve ordinance

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Bond Ordinance (Homefield STAR Bonds 2020)

ORDINANCE NO. O-______-20

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX SPECIAL OBLIGATION REVENUE BONDS (VILLAGE EAST PROJECT AREAS 2B, 3 AND 5) SERIES 2020 IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED $[____]; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") is a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class; and

WHEREAS, the Issuer desires to promote, stimulate and develop the general and economic welfare of the Issuer and the State of Kansas (the "State") and to assist in the development and redevelopment of eligible areas within the Issuer, thereby promoting the general welfare of the citizens of the State and the Issuer, by acquiring property and providing for the development and redevelopment thereof and the financing relating thereto; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended, as now authorized under the STAR Bonds Financing Act, K.S.A. 12-17,160, *et seq*., as amended (the "Act"), the Board of Commissioners of the Issuer (the "Governing Body") on October 20, 2005, adopted Ordinance No. O-76-05, which created a redevelopment district within Kansas City, Kansas (the "City"), the boundaries of which were defined in said Ordinance (the "Original District") and contained one redevelopment project area; and

WHEREAS, on November 14, 2005 a Vacation Village Special Bond Project Plan ("Original Redevelopment Project Plan") was filed with the Unified Government Clerk; and

WHEREAS, on November 14, 2005 the Planning Commission of the Issuer made a finding that the Original Redevelopment Project Plan was consistent with the intent of the City's comprehensive plan for the development of the City; and

WHEREAS, on December 20, 2005, after proper notice in accordance with the Act, a public hearing was held on the Original Redevelopment Project Plan and the Governing Body then adopted Ordinance No. O-96-05 approving the Original Redevelopment Project Plan; and

WHEREAS, on December 23, 2005 the Secretary of Commerce of the State (the "Secretary"), determined that the Original District was an "eligible area" under the Act, designated the redevelopment project as a "special bond project" and approved the issuance of STAR Bonds for the project; and

WHEREAS, on November 9, 2007, an Amended and Restated STAR Bond Project Plan (Vacation Village Project Plan) ("First Amended Project Plan") was filed with the Clerk of the Issuer; and

WHEREAS, a public hearing was held on November 15, 2007, after due published notice, regarding the First Amended Project Plan; and

WHEREAS, on November 29, 2007 the Governing Body adopted Ordinance No. O-100-07 approving the First Amended Project Plan; and

WHEREAS, an Amended and Restated STAR Bond District Plan dated July 8, 2014 (the "2014 STAR Bond District Plan") was filed with the Clerk of the Issuer, which 2014 STAR Bond District Plan expanded the Original District to add additional property (the "STAR Bond District") and divided the STAR Bond District into five (5) project areas; and

WHEREAS, a Second Amended and Restated STAR Bond Project Plan (Village East Project Plan – Project Area 1) dated July 8, 2014 was filed with the Clerk of the Issuer (the "Project Area 1 Plan"); and

WHEREAS, a STAR Bond Project Plan (Village East Project Plan – Project Area 2) dated July 8, 2014 was filed with the Clerk of the Issuer (the "Project Area 2 Plan"); and

WHEREAS, a STAR Bond Project Plan (Village East Project Plan – Project Area 4) dated July 8, 2014 was filed with the Clerk of the Issuer (the "Project Area 4 Plan"); and

WHEREAS, on July 14, 2014 the Planning Commission of the Issuer made a finding that the Project Area 1 Plan, Project Area 2 Plan and Project Area 4 Plan were each consistent with the intent of the City's comprehensive plan for the development of the City; and

WHEREAS, in accordance with the Act, on August 28, 2014, the Governing Body held a public hearing to consider approval of the STAR Bond District and adoption of the 2014 STAR Bond District Plan, Project Area 1 Plan, Project Area 2 Plan, and Project Area 4 Plan, after proper notice of such public hearing in accordance with the Act; and

WHEREAS, on August 28, 2014, the Governing Body adopted Ordinance No. O-47-14 that adopted the 2014 STAR Bond District Plan, the Project Area 1 Plan, the Project Area 2 Plan, and the Project Area 4 Plan; and

WHEREAS, on September 24, 2014 the Secretary (a) determined that the STAR Bond District constituted an "eligible area" under the Act, (b) approved the 2014 STAR Bond District Plan consisting of the five project areas described therein and (c) approved the issuance of up to $160,000,000 (exclusive of approved financing costs) of STAR Bonds to be issued pursuant to the 2014 STAR Bond District Plan, including up to $97,000,000 (exclusive of approved financing costs) with respect to Project Areas 1 and 2; and

WHEREAS, on June 30, 2015, the Secretary approved (a) the First Amendment to Amended and Restated District Plan for Village East STAR Bond District dated June 23, 2015 (the "2015 STAR Bond District Amendment"), which amended the 2014 STAR Bond District Plan and divided the STAR Bond District into six (6) project areas, including (b) the division of Project Area 2 into Project Area 2A and Project Area 2B, (c) the First Amended and Restated STAR Bond Project Plan (Village East Project Plan – Project Area 2A) dated June 23, 2015 (the "Project Area 2A Plan") with respect to Project Area 2A within the STAR Bond District ("Project Area 2A"), and (d) an increase in the amount of STAR Bonds to be issued with respect to Project Areas 1 and 2 (both 2A and 2B) to $100,000,000 (exclusive of approved financing costs); and

WHEREAS, on August 13, 2015, the Governing Body adopted Ordinance No. O-54-15 that adopted the 2015 STAR Bond District Amendment and the Project Area 2A Plan; and

WHEREAS, a STAR Bond Project Plan (Village East Project Plan – Project Area 2B) dated September 2, 2020 (the "Project Area 2B Plan"), a STAR Bond Project Plan (Village East Project Plan –

Project Area 3) dated September 2, 2020 (the "Project Area 3 Plan"), and a STAR Bond Project Plan (Village East Project Plan – Project Area 5) dated September 2, 2020 (the "Project Area 5 Plan" and, collectively with the Project Area 2B Plan and Project Area 3 Plan, the "Project Plans") were prepared by the Issuer in consultation with the Planning Commission of the Issuer; and

WHEREAS, on September 14, 2020 the Planning Commission of the Issuer made a finding that the Project Plans are each consistent with the intent of the City's comprehensive plan for the development of the City; and

WHEREAS, copies of the Project Plans were delivered by the Issuer to the Board of County Commissioners of Wyandotte County, Kansas, and the Board of Education of U.S.D. No. 500; and

WHEREAS, the Governing Body adopted Resolution No. R-74-20 on October 1, 2020, calling for a public hearing considering the approval of the Project Plans to be held by the Governing Body on November 5, 2020; and

WHEREAS, after notice of the public hearing was given as required by the Act, the public hearing on the Project Plans was held and closed on November 5, 2020; and

WHEREAS, the Governing Body adopted Ordinance No. O-99-20 on November 5, 2020, adopting and approving the Project Plans; and

WHEREAS, the Secretary has approved (a) each of the Project Plans as a "STAR bond project" within the meaning of the Act and (b) the issuance of up to $130,000,000 (exclusive of approved financing costs) of STAR Bonds to be issued to implement the Project Plans; and

WHEREAS, pursuant to the Act, the Issuer is authorized to issue its Sales Tax Special Obligation Revenue Bonds (Village East Project Areas 2B, 3 and 5) (the "Bonds") in the aggregate original principal amount not to exceed $[____] under the hereinafter described Bond Indenture, for the purpose of implementing the Project Plans by providing funds to (a) finance a portion of the Costs of the Project (as defined in the Bond Indenture), (b) fund a deposit to the Capitalized Interest Fund established under the Bond Indenture and (c) pay certain costs related to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the Bonds to provide funds for the purposes described herein in the manner provided in the Act and pursuant to the provisions of the Bond Indenture, will serve one or more of the public purposes set forth in the Act and will promote, stimulate and develop the general and economic welfare of the Issuer; and

WHEREAS, the Governing Body further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE ISSUER, AS FOLLOWS:

Section 1. Authorization of the Bonds. The Issuer is hereby authorized to issue and sell the Bonds in an aggregate original principal amount not to exceed $[____], the proceeds of which will be used to (a) pay Costs of the Project, (b) fund capitalized interest on the Bonds and (c) pay certain costs related to the issuance of the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized Bond Indenture and shall bear such dates, shall be in such denominations, shall be in such forms, shall mature on the dates and in the principal amounts and maturity amounts, shall bear interest at rates not to exceed the maximum rate permitted by law and shall be subject to redemption on the dates and in the principal amounts as provided in the Bond Indenture and Bond Purchase Agreement (as hereinafter defined), and shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are set forth in the Bond Indenture. The Bonds shall be sold and delivered to the order of the purchaser thereof in accordance with the terms and conditions of the Bond Purchase Agreement, at such prices as are set forth therein.

The Bonds, together with interest and premium, if any, thereon are not general obligations of the Issuer but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Bond Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Bond Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the State, the Issuer or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Bonds, the Bond Indenture, the proceedings of the Issuer authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the Issuer, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to the Governing Body at this meeting, and the Issuer is hereby authorized to execute and deliver each of such documents (the "Issuer Documents") with such changes therein as shall be approved by the officer or officers of the Issuer executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the Issuer's approval thereof:

(a) Bond Trust Indenture dated as of the date stated therein (the "Bond Indenture"), between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"), authorizing the issuance of the Bonds.

(b) Bond Purchase Agreement dated as of the date stated therein (the "Bond Purchase Agreement"), between the Issuer and the purchaser of the Bonds, relating to the purchase of the Bonds.

(c) Tax Distribution Agreement dated as of the date set forth therein (the "Tax Distribution Agreement") among the Issuer, the Trustee and the other parties named therein, which provides for certain distributions of tax revenues for the benefit of the Bonds.

(d) Tax Compliance Agreement dated as of the date set forth therein, between the Issuer and the Trustee, relating to the Bonds.

Section 3. Execution of Bonds and Documents. The Mayor/CEO of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Bond Indenture. The Mayor/CEO of the Issuer is hereby authorized and directed to execute the Issuer Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, with such changes as the Mayor/CEO deems necessary or appropriate, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Issuer Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The Issuer shall, and the officers, employees and agents of the Issuer are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, documents necessary to obtain approvals of the Secretary as required by law, and any agreements with respect to the investment of funds held under the Bond Indenture, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Issuer Documents.

Section 5. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6. Severability. The provisions of this Ordinance shall not be severable.

Section 7. Effective Date. This Ordinance shall take effect and be in full force after its adoption by the Issuer and publication of a summary once in the official newspaper of the Issuer.

PASSED by the governing body of the Issuer this 17th day of December, 2020.

____
Mayor/CEO

(Seal)

ATTEST:

____
Unified Government Clerk

(Published in *The Wyandotte Echo* on December _____, 2020)

SUMMARY OF ORDINANCE NO. O-______-20

On December 17, 2020, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES TAX SPECIAL OBLIGATION REVENUE BONDS (VILLAGE EAST PROJECT AREAS 2B, 3 AND 5) SERIES 2020 IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED $[____]; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The Ordinance authorizes the Issuer to issue its Sales Tax Special Obligation Revenue Bonds (Village East Project Areas 2B, 3 and 5) in the aggregate principal amount not to exceed $[____] (the "Bonds"), for the purpose of financing certain costs relating to a STAR Bond project within a STAR Bond Project District created by the Issuer, as more fully described in the Bond Trust Indenture authorized by the Ordinance. The Bonds are special obligations of the Issuer payable from incremental sales tax revenues received from properties within the District.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7th Street, Suite 323, Kansas City, Kansas 66101. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wycokck.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 17, 2020

____
Kenneth J. Moore
Unified Government Chief Counsel

Staff Request for Commission Action

Tracking No. 20531

Full Commission Meeting Date: FC and public hearing on 12/17

Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/20 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
Resolution approving the intent of the UG to issue Industrial Revenue Bonds in the aggregate amount not to exceed $100,000,000 to benefit HFS KCK, LLC, to finance the costs of acquiring, constructing, and equipping the Homefield multi-use recreational and commercial project.

Action Requested:
Move to full commission for public hearing on 12/17

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Notice of Public Hearing (UG Homefield), Resolution of Intent (UG Homefield)

(Published in *The Wyandotte Echo* on _____________, 2020)

NOTICE OF PUBLIC HEARING ON ISSUANCE OF INDUSTRIAL REVENUE BONDS

Notice is hereby given that the Commission of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") will conduct a public hearing on Thursday, December 17, 2020, at 7:00 p.m., or as soon thereafter as may be heard, regarding the proposed issuance by the Unified Government of one or more series of its industrial revenue bonds in the aggregate principal amount of not to exceed $100,000,000 and in regard to an exemption from ad valorem taxation for property constructed or purchased with the proceeds of such bonds. The public hearing will be held virtually and may be accessed via Zoom web conference or toll free via telephone by dialing (877) 853-5257 or (888) 475-4499. Public hearing access information is available at www.wycokck.org/BOC-Virtual-Meeting.aspx or by contacting the Clerk's office via phone at (913) 573-5206 or via email at clerkwest@wycokck.org. Public comment may also be submitted in advance of the public hearing by email to clerkwest@wycokck.org, fax to (913) 573-5299, or mail to Unified Government Clerk's Office, 701 N. 7th Street, Suite 323, Kansas City, Kansas 66101.

The bonds are proposed to be issued under authority of K.S.A. 12-1740 *et seq.*, as amended, to provide funds for acquiring, purchasing, constructing, installing and equipping multi-use recreational and commercial facilities to be approximately located north of the intersection of State Avenue and N. 94th Street at or near the former Schlitterbahn water park site within the Unified Government. The Unified Government intends to base lease the facilities and further intends to lease the facilities to HFS KCK, LLC, a Kansas limited liability company, or its successors and assigns

The applicant has requested a 10-year property tax abatement, subject to certain payments in lieu of tax, for the facilities constructed or purchased with the proceeds of the bonds.

A copy of this Notice, together with a copy of the resolution of intent of the Unified Government to be considered for adoption, indicating the intent of the governing body of the Unified Government to issue the bonds, and a report analyzing the costs and benefits of such property tax exemption, are on file in the office of the Unified Government Clerk and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: ______________, 2020

Bridgette Cobbins
Unified Government Clerk
701 N. 7th Street
Kansas City, Kansas 66101
(913) 573-8039

RESOLUTION NO. R-____-20

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AGGREGATE AMOUNT OF NOT TO EXCEED $100,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A MULTI-USE RECREATIONAL AND COMMERCIAL PROJECT FOR THE BENEFIT OF HFS KCK, LLC, AND ITS SUCCESSORS AND ASSIGNS

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Unified Government and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Unified Government is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

WHEREAS, HFS KCK, LLC, a Kansas limited liability company (together with successors or assigns, the "Company"), has submitted to the Unified Government an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Unified Government finance the cost of acquiring, constructing, improving and equipping a multi-use recreational and commercial project, including an approximately 150,000 square foot indoor recreational facility, various other outdoor and indoor commercial and recreational facilities, and all related improvements more fully described in the Application, located approximately north of the intersection of State Avenue and N. 94th Street at or near the former Schlitterbahn water park site in Kansas City, Kansas (collectively, the "Project") through the issuance of its revenue bonds in the aggregate amount of not to exceed $100,000,000 (collectively, the "Bonds"), and to lease the Project to the Company or its successors and assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Unified Government and its inhabitants that the Unified Government finance the costs of the Project by the issuance of Bonds in an aggregate principal amount of not to exceed $100,000,000, said Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Unified Government to the Company or its successors and assigns.

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

Section 1. Approval of Project. The governing body of the Unified Government hereby finds and determines that the acquiring, constructing, improving and equipping of the Project will promote the general welfare and economic prosperity of the Unified Government, and the issuance of the Unified Government's revenue bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The governing body of the Unified Government hereby determines and declares the intent of the Unified Government to acquire, construct, improve and equip the Project out of the proceeds of the Bonds in an aggregate principal amount of not to exceed $100,000,000 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Unified Government hereby expresses its intent to (i) issue its Bonds in one or more series to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Unified Government; (ii) provide for the lease (with an option to purchase) of each Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of each series of Bonds by the Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of each series of Bonds and the execution and delivery of any documents related to each series of Bonds are subject to (i) obtaining any necessary governmental approvals, including passage and publication of an ordinance authorizing each series of Bonds; (ii) agreement by the Unified Government, the Company and the purchaser of each series of Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the Unified Government's policies relating to the issuance of revenue bonds and ad valorem tax abatement; and (iv) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of each series of Bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of each series of Bonds shall be acceptable to the Unified Government.

Section 6. Limited Obligations of the Unified Government. Each series of Bonds and the interest thereon shall be special, limited obligations of the Unified Government payable solely out of the amounts derived by the Unified Government under a Lease Agreement and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of each series of Bonds, as provided in the respective Indenture. Each series of Bonds shall not constitute a general obligation of the Unified Government, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Unified Government, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the respective Indenture. The issuance of each series of Bonds shall not, directly, indirectly or contingently, obligate the Unified Government, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Ad Valorem Tax Abatement. Subject to the conditions in **Section 4** and the Development Agreement (as defined herein), in consideration of the Company's decision to acquire, construct and equip the Project, the Unified Government hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the Unified Government under Kansas law) for all property (including real property and building improvements) financed with the proceeds of each series of Bonds.

In consideration of the City's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax for the Project as set forth below, subject to adjustment in accordance with the Development Agreement:

(1)Year	(2)PILOT
1	$370,219.07
2	373,921.26
3	377,660.47
4	381,437.08
5	385,251.45
6	389,103.96
7	392,995.00
8	396,924.95
9	400,894.20
10	404,903.14

(1) PILOTs will commence the calendar year after the Bonds are issued to finance the Project and will continue for up to 10 years thereafter.
(2) Excludes the school district capital outlay mills, as provided by Kansas law.

The Project financed with the proceeds of the Bonds shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year such Bonds are issued by the Unified Government.

Section 8. Required Disclosure. Any disclosure document prepared in connection with the offering any series of Bonds shall contain the following disclaimer:

> NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE UNIFIED GOVERNMENT CONTAINED UNDER THE CAPTIONS "THE UNIFIED GOVERNMENT" AND "LITIGATION -- THE UNIFIED GOVERNMENT" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE UNIFIED GOVERNMENT, AND THE UNIFIED GOVERNMENT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 9. Termination. This Resolution shall terminate upon the earlier of (a) ____________, 2025 (which is also the last date on which Bonds may be issued pursuant to this Resolution), or (b) any date when the Company's rights hereunder are earlier terminated pursuant to that certain Assignment, Assumption and Amended and Restated Development Agreement, dated as of ______________, 2020, between the Unified Government and the Company (the "Development Agreement").

Section 10. No Reliance on Resolution. Kansas law provides that the Unified Government may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Unified Government has not yet passed an Ordinance for a series of Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Company. The Unified Government may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the Unified Government and Gilmore & Bell, P.C., Bond Counsel for the Unified Government, together with the officers and employees of the Unified Government, are hereby authorized to work with the purchaser of each series of Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Unified Government all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

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ADOPTED BY THE COMMISSION OF THE UNIFIED GOVENMENTOF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 17TH DAY OF DECEMBER, 2020.

By: ____
Mayor/CEO

(Seal)

Attest:

By: ________________________________
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 20533

Full Commission Meeting Date: 12/17/20
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/20
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
Ordinance terminating the Schlitterbahn Community Improvement District and repealing ordinance no. O-23-13.

Action Requested:
Move to FC 12/17

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Ordinance Terminating Schlitterbahn CID (2020)

(Published in *The Wyandotte Echo* on __________ __, 2020)

ORDINANCE NO. O-___-20

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TERMINATING SCHLITTERBAHN COMMUNITY IMPROVEMENT DISTRICT AND REPEALING ORDINANCE NO. O-23-13.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") created the Schlitterbahn Community Improvement District (the "CID") pursuant to Ordinance No. O-23-13 passed by the governing body of the Unified Government on March 14, 2013; and

WHEREAS, the Unified Government now desires to terminate the CID.

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

Section 1. The governing body of the Unified Government hereby terminates the CID and repeals Ordinance No. O-23-13. Unified Government officials are hereby directed to take such action and give notice to the Kansas Department of Revenue in connection with the termination of the CID sales tax.

Section 2 The Mayor/CEO, County Administrator, Unified Government Clerk and other officials and employees of the Unified Government are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 3. This Ordinance shall take effect and be in force from and after its passage by the governing body and its publication (or a summary thereof) once in the official The Wyandotte Echo newspaper.

PASSED by the governing body of the Unified Government and **APPROVED AND SIGNED** by the Mayor/CEO on December 17, 2020.

____
Mayor/CEO

(SEAL)

____
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 20532

Full Commission Meeting Date: 12/17/20

Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/20 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:

Resolution of Intent to Issue Industrial Revenue Bonds in the amount not to exceed $23,260,000 to finance the costs of acquiring, constructing and equipping the Lanier United, LLC downtown development project. This is for sales tax exemption only.

Ordinance authorizing the use of certain Transient Guest Tax Funds for the Lanier United, LLC downtown development project pursuant to charter ordinance No CO-1-18 and the previously approved Development Agreement.

Action Requested:

Approval and move to FC 12/17

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

TGT Ordinance (Lanier United, LLC), Retailer Lease Notice (Lanier United, LLC), Resolution of Intent (Lanier United, LLC)

ORDINANCE NO. O-___-20

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, MAKING CERTAIN FINDINGS AND AUTHORIZING THE USE OF CERTAIN TRANSIENT GUEST TAX FUNDS PURSUANT TO CHARTER ORDINANCE NO. CO-1-18 AND A DEVELOPMENT AGREEMENT ENTERED INTO BY THE UNIFIED GOVERNMENT AND LANIER UNITED, LLC.

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

WHEREAS, the Unified Government, pursuant to K.S.A. 12-1696 *et seq.*, as amended by Charter Ordinance No. CO-1-18 of the Unified Government pursuant to Article 12, Section 5 of the Constitution of the State of Kansas (collectively, the "Act"), imposes a transient guest tax in an amount equal to 8% upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations in any hotel or motel located in the Unified Government; and

WHEREAS, the Unified Government and Lanier United, LLC, a Kansas limited liability company (the "Developer") have negotiated the terms of and entered into that certain Downtown Campus Development Agreement, dated as of March 26, 2020 (collectively, as may be amended and supplemented from time to time, the "Development Agreement") relating to the construction, furnishing and equipping of certain commercial and recreational facilities to be located in downtown Kansas City, Kansas (collectively, the "Project"); and

WHEREAS, the Development Agreement provided in part that the TGT Grant (as defined in the Development Agreement) would, upon passage of an ordinance by the governing body of the Unified Government and certain other conditions, be applied under certain conditions to reimburse Developer for certain costs of the Project; and

WHEREAS, the construction of the Project will stimulate and foster economic development in the Unified Government and its environs in order to enhance and provide for the general and economic development and welfare of the Unified Government and its citizens.

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

Section 1. Economic Development. The governing body hereby finds and determines that the Project will stimulate and foster economic development in the Unified Government and its environs in order to enhance and provide for the general and economic development and welfare of the Unified Government and its citizens.

Section 2. Transient Guest Tax. Pursuant to the Act, the governing body hereby authorizes the use of funds held in the TGT Fund (as defined in the Development Agreement) to pay the TGT Grant in an amount of up to one million dollars ($1,000,000) (subject to a maximum increase of an additional $225,000 under conditions set forth in the Development Agreement) to reimburse Developer for certain Project costs, all as further set forth in the Development Agreement.

Section 3. Further Authority. The Unified Government shall, and the officers, employees and agents of the Unified Government, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Unified Government with respect to the Development Agreement and the TGT Grant.

Section 4. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication of a summary thereof one time in the official Unified Government newspaper.

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PASSED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, on December 3, 2020, and **SIGNED** by the Mayor/CEO.

(SEAL)

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

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(Published in ***The Wyandotte Echo*** on December __, 2020)

SUMMARY OF ORDINANCE NO. O-___-20

On December 3, 2020, the Commission of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, MAKING CERTAIN FINDINGS AND AUTHORIZING THE USE OF CERTAIN TRANSIENT GUEST TAX FUNDS PURSUANT TO CHARTER ORDINANCE NO. CO-1-18 AND A DEVELOPMENT AGREEMENT ENTERED INTO BY THE UNIFIED GOVERNMENT AND LANIER UNITED, LLC.

The Ordinance authorizes the Unified Government's use of certain transient guest tax funds to reimburse Lanier United, LLC, a Kansas limited liability company, for certain costs incurred relating to the construction and improvement of a commercial and recreational project to be located in downtown Kansas City, Kansas. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7th Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wycokck.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 3, 2020.

____

Kenneth J. Moore, Chief Counsel

(Published in ***The Wyandotte Echo*** on December __, 2020)

NOTICE OF INTENT TO ENTER INTO LEASE AGREEMENT

In accordance with K.S.A. 12-1744e, as amended, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), in connection with the proposed issuance of taxable industrial revenue bonds, hereby gives notice of its intent to enter into a lease agreement with Lanier United, LLC, a Kansas limited liability company. The aforementioned taxable industrial revenue bonds are proposed to be issued by the Unified Government under the authority of K.S.A. 12-1740 *et seq.*, as amended.

A copy of this Notice, together with a copy of the inducement resolution adopted by the Unified Government for the proposed project will be on file in the office of the Clerk and will be available for public inspection during normal business hours.

Dated: December __, 2020

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
Bridgette Cobbins, Clerk

RESOLUTION NO. R-____-20

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED $23,260,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING MULTI-USE COMMERCIAL AND RECREATIONAL FACILITIES FOR THE BENEFIT OF LANIER UNITED, LLC AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Issuer is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, Lanier United, LLC, a Kansas limited liability company (the "Company"), has submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Issuer finance the cost of acquiring, constructing and equipping multi-use commercial and recreational facilities, as more fully described in the Application (the "Project") through the issuance of its industrial revenue bonds in the principal amount not to exceed $23,260,000 (the "Bonds"), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed $23,260,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

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

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located in downtown Kansas City, Kansas, in the vicinity of 510 and 520 Minnesota Avenue, 645 Nebraska Avenue, and 600 State Avenue, all as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed $23,260,000, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Issuer expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Issuer; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Issuer and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Issuer, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the Issuer's policies relating to the issuance of industrial revenue bonds; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the Issuer.

Section 6. Limited Obligations of the Issuer. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely out of the amounts derived by the Issuer under a lease agreement with respect to the Bonds and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Bond Indenture. The Bonds shall not constitute a general obligation of the Issuer, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any the Bonds shall contain substantially the following disclaimer:

> NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE ISSUER CONTAINED UNDER THE CAPTIONS "THE ISSUER" AND "LITIGATION - THE ISSUER" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Issuer will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 9. No Reliance on Resolution. Kansas law provides that the Issuer may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Issuer has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 10. Termination of Resolution. This Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project. The Issuer, upon the written request of the Company, may extend this time period.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the Issuer and the Company. The Issuer may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Issuer.

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ADOPTED this 3rd day of December, 2020.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:___________________________________

Mayor/CEO

[SEAL]

ATTEST:

____

Clerk

Staff Request for Commission Action

Tracking No. 20534

Full Commission Meeting Date: 12/17/20
Committee: Economic Development & Finance

Date of Standing Committee Action: (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
A resolution adopting the amended and restated Development Agreement for the Legends Apartments and Garage project and related Assignment and Assumption Agreement.

Action Requested:
move to FC 12/17

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
ASSIGNMENT AND ASSUMPTION AGREEMENT, 11_18_20 Executive Summary - Amended and Restated DA for Legends Apartments (Luke Draily), Amended and Restated Development Agreement (Luke Draily - Legends Apartments), Resolution Approving Amended & Restated DA (Legends Apartments and Garage)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") is dated as of the ____ day of December, 2020 and is made by and between Legacy KCK Westside Venture, LLC, a Kansas limited liability company ("Assignor"), and Legends 267 LLC, a Missouri limited liability company ("Assignee"), and the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG").

RECITALS

A. The property to be purchased by Assignee as legally described in **Exhibit A** attached to this Assignment Agreement (the "Assigned Property") is part of the Legends Apartments and Garage Community Improvement District (the "CID District") approved by the UG pursuant to Ordinance No. 0-76-17 adopted by the UG's Board of Commissioners on December 21, 2017 (the "CID Ordinance").

B. The Assigned Property is subject to that certain Development Agreement for Legends Apartments and Garage dated November 20, 2015, as modified by that certain letter dated February 1, 2017, from Douglas G. Bach, County Administrator of the UG, to Dan Lowe of Legacy Development (together, the "Agreement").

C. The Agreement was amended by that First Amendment to Development Agreement for Legends Apartments and Garage dated January 28, 2018 (the "First Amendment").

D. The First Amendment was amended by the Second Amendment to the Development Agreement for Legends Apartments and Garage dated May 17, 2018 (the "Second Amendment").

E. The Agreement, First Amendment, and Second Amendment are referred to herein collectively as the "Original Development Agreement."

F. Assignee and Assignor are party to an Agreement for Sale and Purchase (the "Sale Agreement"), pursuant to which Assignor (as "Seller" thereunder) will sell to Assignee (as "Purchaser" thereunder) the Assigned Property, and Assignee will become the successor in interest to Assignor with respect to the Assigned Property upon closing of the purchase and sale transaction.

G. Section 7.13 of the Original Development Agreement requires the Assignor to obtain the UG's prior written consent with respect to any sale or disposition of the Assigned Property.

H. Prior to execution and delivery of this Assignment Agreement, the UG will consider an ordinance acknowledging that the Assignee has demonstrated to the UG's reasonable satisfaction that the Assignee has sufficient financial, management, property ownership and operation capabilities and that it is committed to the long-term viability of the Assigned Property as a whole and the land uses on the Assigned Property, and in accordance therewith, the UG will approve and consent to the sale or disposition of the Assigned Property to Assignee as memorialized in this Assignment Agreement.

I. By purchasing the Assigned Property, Assignee intends and understands that it will accept all of the unsatisfied rights, duties, and obligations of the Assignor with respect to the Assigned Property and the and Original Development Agreement, as restated in that certain Amended and Restated Development Agreement for Legends Apartments and Garage between the Assignee and the UG to be approved concurrent with the UG's approval of this Assignment Agreement. (the "Amended and Restated Development Agreement"). The Amended and Restated Development Agreement is intended to fully supplant and replace the Original Development Agreement as it relates to the rights, duties and obligations of the UG and the Assignee for development of the Assigned Property.

J. This Assignment Agreement only becomes effective upon the closing by Assignee on the purchase of the Assigned Property from Assignor (the "Closing"). Upon Closing it is the intent that Assignee shall be released and discharged from any rights, duties and obligations under the Original Development Agreement as they relate to the Assigned Property (except for the surviving obligations specifically set forth in Section 6 below).

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, UG, Assignee, and Assignor agree as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. Assignment by Assignor. The Assignor hereby assigns to the Assignee all of the Assignor's rights, duties, interests and obligations under the Original Development Agreement as restated in the Amended and Restated Development Agreement.

3. Assumption by Assignee. Assignee hereby accepts such assignment from Assignor and expressly covenants to the UG and Assignor that it assumes and agrees to perform those duties, interests and obligations of the Assignor assigned to it pursuant to Section 2 above and as specifically called out in the Amended and Restated Development Agreement.

4. Development Agreement. Assignee acknowledges and agrees that its acquisition of the Assigned Property is subject to terms of the Amended and Restated Development Agreement.

5. Sale and Purchase Contract. Assignee has entered into a purchase contract with Assignor, pursuant to which Assignee will acquire the Assigned Property. The UG hereby approves and consents to such sale pursuant to Section 7.13 of the Original Development Agreement.

6. UG's Consent and Release; Surviving Obligations. Upon the execution of this Assignment Agreement by all parties, the assignment and assumption provided for in Sections 2 and 3 above shall be deemed to have been approved and consented to by the UG, and Assignor shall be deemed to have been released from all of Assignor's rights, duties, interest and obligations under the Original Development Agreement except as specifically set for the surviving obligations described below:

(a) As described in Section 2.2(d) of the Amended and Restated Development Agreement, Assignee has agreed to design, construct and complete a vehicular bridge to connect the three-level structured parking facility with no less than six hundred twenty (620) total parking spaces (the "Parking Improvements") required for the Project (as defined in the Amended and Restated Development Agreement) with the adjacent parking structure (the "Village West Garage"). The parties understand and agree that Village West Garage is currently owned and operated by the owner of the Legends Outlets Shopping Center (the "Legends Owner") and that Assignor is the operator of the Legends Outlets Shopping Center with an ownership interest therein. Accordingly, Assignor hereby agrees to cooperate and work with Assignee and the Legends Owner to obtain permission and any agreements necessary to connect the Parking Improvements to the Village West Garage as well as an agreement for the allocation of CAM expenses related to the public portion of the Parking Improvements. It is understood and agreed by the parties that the owner of the Village West Garage may restrict parking in such Village West Garage, or charge for parking therein.

(b) Assignor agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants within the CID District within the timeframes required by the DOR, so that the DOR can notify tenants within the CID District of their requirement to collect a CID sales tax 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.*), as amended, within the CID District. At the time the list of tenants is provided to the DOR, the Developer shall also provide a copy to the UG.

7. Agreement of the UG. The UG hereby agrees that it will not hold the Assignee liable or responsible in any way, financially or otherwise, for any default or action of Assignor under the Original Development Agreement or any other agreement to which the UG and Assignor are party.

8. Representations and Warranties of Assignee. Assignee hereby represents and warrants that it is a Missouri limited liability company qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Assignment and to perform its obligations hereunder. This Assignment, assuming the due execution and delivery hereof by Assignor and the UG, constitutes legally valid and binding obligations of Assignee, enforceable against Assignee in accordance with the terms and conditions herein.

9. Effective Date. This Assignment Agreement shall only become effective upon the Closing and the approval by the UG of the Amended and Restated Development Agreement. In the event the Closing does not occur by April 21, 2021, this Assignment Agreement shall be null and void.

10. Rights of Assignor if Assignee Fails to Close or Perform. In the event that Assignee (a) fails to close on the Assigned Property by April 21, 2021, or (b) fails to timely commence construction as required under the Sale Agreement and Assignor exercises its rights to buy the Assigned Property back from Assignee as set forth in the Sale Agreement, then the parties hereby agree that (i) the Amended and Restated Development Agreement shall be terminated and of no further force and effect, and (ii) the UG will execute and deliver a new development agreement with Assignor (or its assignee) which is in the same form as the Amended and Restated Development Agreement; provided however that (x) the UG shall have the right to approve any assignee of Assignor or any joint venture partner with Assignor and/or their respective guarantors in the UG's reasonable discretion; and (y) any changes to the terms and conditions of the Amended and Restated Development Agreement shall be subject to approval of the UG in its sole discretion. In connection with the UG's approval of the Assignor (or its assignee) and/or their respective guarantors, Assignor will provide the following information about the Assignor (or its assignee) and/or their respective guarantors:

(1) a third party accountant's prepared financial statement that indicates a net worth of at least $40,000,000;

(2) a certification by such parties that none of them have been convicted of a felony; and

(3) a certified list of properties managed or controlled by such parties and/or the persons (or affiliates) who own or control such parties that indicates at least five (5) first-class multi-family developments which are comparable in scope to the Project.

11. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

Legends 267, LLC
75 NW Business Park Lane
Riverside, MO 64150
Attn: Jon Runyan
Telephone: 816-459-8531
E-mail: jrunyan@lukedraily.com
With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
Attn: Aaron G. March

Telephone: 816-753-9200
E-mail: amarch@rousepc.com

If to Assignor:

Legacy KCK Westside Venture, LLC
4717 Central Street
Kansas City, MO 64112
Attn: Heather Trower
E-mail: htrower@legacydevelopment.com

With a copy to:

Richard B. Katz
The Katz Law Firm
4717 Central Street
Kansas City, MO 64112
E-mail: rkatz@katzlaw.com

If to UG:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Room 323
Kansas City, Kansas 66101
Telephone: 916-573-5010
Facsimile: 913-5735020

With a copy to:

Chief Counsel for the Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 6610 I
Telephone: 913-573-5060
Facsimile: 913-573-5243

And a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540

With a copy to:

Todd A. LaSala, Esq.
Stinson LLP
1201 Walnut, Suite 2600
Kansas City, Missouri 64106
Telephone: 816-842-8600
Facsimile: 816-691-3495

12. Successors and Assigns. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

13. Governing Law. This Assignment Agreement shall be governed by the laws of the State of Kansas.

14. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

15. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment Agreement and the transactions contemplated herein.

16. Recordation by Assignee. This Assignment Agreement may be recorded in the office of the Recorder of Deeds for Wyandotte County, Kansas by Assignee at its sole cost and expense.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the day and year first above written.

ASSIGNOR:

LEGACY KCK WESTSIDE VENTURE, LLC

By:_______________________________________
Dan Lowe, Manager

STATE OF _____________)
) ss.
COUNTY OF ___________)

On this _____ day of _________________, 2020 before me, a Notary Public in and for said state, personally appeared Dan Lowe, Manager of Legacy KCK Westside Venture, LLC, a Kansas limited liability company, personally known by me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

____
Print Name: ___________________________
Notary Public in and for said County and State

My Commission Expires:

____

ASSIGNEE:

LEGENDS 267, LLC,
a Missouri limited liability company

By:____
Name:

STATE OF ______________)
) ss.
COUNTY OF ____________)

On this _____ day of _________________, 2020 before me, a Notary Public in and for said state, personally appeared _______________, the ___________________________ of Legends 267, LLC, a Missouri limited liability company, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

____
Print Name: ___________________________
Notary Public in and for said County and State

My Commission Expires:

____

UG:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________________

STATE OF ______________)
) ss.
COUNTY OF ____________)

On this ____ day of _________________, 2020, before me personally appeared ____________, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

____
Print Name: ___________________________
Notary Public in and for said County and State

My Commission Expires:

____

EXHIBIT A TO ASSIGNMENT AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

Lot 33 of the Legends at Village West, Fifth Plat, a subdivision lying in Section 2, Township 11 South, Range 23 East, Kansas City, Wyandotte County, Kansas.

<u>11/18/20 EXECUTIVE SUMMARY</u>
<u>AMENDED AND RESTATED DEVELOPMENT AGREEMENT</u>
<u>FOR LEGENDS APARTMENTS AND GARAGE</u>

A. AMENDED AND RESTATED DEVELOPMENT AGREEMENT

1. **<u>Parties</u>**. The UG and Legends 267, LLC ("Developer"), which is a Missouri limited liability company. This is a new, single purpose entity, but the UG is getting a guaranty of the obligations on this document from an entity and individuals who have substantial net worth.

2. **<u>History of the Legends Apartments Project and Nature of New Agreement</u>**. The UG previously entered into a Development Agreement for Legends Apartments and Garage dated November 20, 2015 with Legacy KCK Westside Venture, LLC, a Dan Lowe entity that was generally affiliated with the Legends Outlets Shopping Center. This original Development Agreement was subsequently amended in 2018, and it contemplated a parking structure (including 350 public parking spaces) and an apartment complex built above the parking garage. The UG formed a community improvement district (the "CID") to finance the apartment/garage project, as well as certain improvements to the Legends Shopping Center, mostly focused on the "West Lawn" portion of the center. The original deal also contemplated a "certainty IRB" with an agreed-upon PILOT structure for the apartment/garage project. The UG issued CID bonds in June of 2018, but the project has never materialized. Most of the CID proceeds for the apartments/garage are still sitting in an escrow account with the bond trustee. The original developer now has an agreement to sell the land and its interest in the original development agreement to Developer, who would step into his shoes on the project and amended and restate (effectively replacing) the original Development Agreement.

2. **<u>The Project/Timing</u>**. The Project is to be a newly-constructed first-class apartment complex and shall, at minimum, include the following Improvements: (a) a high-end apartment building, of the same or better quality than the other apartments in the immediate vicinity of the Project, initially marketed and offered at renting for a blended rate in excess of $1.35 per square foot, and consisting of no less than 265 total units (*which is the same per square foot blended rate, but 35 units less than contemplated in 2018*), (b) a high-quality landscaped entry, (c) an approximate 620 space parking facility with no less than 350 public parking spaces (the "Parking Garage"). The 350 public parking spaces in the Parking Garage will be available to Legends shoppers and also available to visitors to other entertainment and sports venues in Village West. However, the UG agrees that it will not specifically authorize any retail, entertainment or sports venues to advertise or otherwise direct its patrons to park in the Parking Garage. Developer has agreed to substantially complete the project by August 1, 2024. The target date for completion of the Parking Garage is March 1, 2022 and the public spaces will be available prior to opening of the apartments. The Project will also include:

(i) a vehicular bridge to connect the Parking Garage to be constructed herein with the existing parking structure currently serving the Legends (the "Existing Village West Garage").

(ii) **<u>Exhibit K</u>** provides a map of sidewalks that Developer is generally required to build in connection with the Project, assuming that it can get the Residence Inn to agree to the sidewalk improvements as shown on **<u>Exhibit K</u>**. However, if Residence Inn will not agree, then Developer will build more limited sidewalk improvements on the south side of Stadium Parkway. If Developer fails to build even the alternative, more limited sidewalk improvements, then the CID Cap discussed below will be reduced by $525,000.

3. **Budget/CID**. The overall project budget is approximately \$53.7M, of which approximately \$13.3M of improvements are to be paid for with the proceeds the CID bonds issued in 2018. Developer will need to get to work on the construction of the Project right away because the CID bond proceeds must be disbursed and used to pay eligible CID expenses (for land, sidewalks and the Parking Garage) on or before September 30, 2021 or else the balance of the bond proceeds must be swept and used to repay the CID bonds.

4. **IRBs**. The UG will provide Industrial Revenue Bond ("IRB") financing for the project, primarily to provide certainty of ad valorem taxes for the Project for the first 10 years after construction. Developer will also have access to the sales tax exemption on construction materials and the parties further agree on a ten (10) year, 100% payment-in-lieu-of-tax ("PILOT") pursuant to the specific schedule attached to the Agreement as **Exhibit H**. The parties agreed that the PILOT was determined based on a projected per unit value of \$65,000 with a minimum of 265 units. This schedule is identical to the PILOT payments the UG agreed to with the original developer in 2018. If the ultimate number of units in the Project shall be greater than 265, then the amount of the PILOT payment will necessarily increase based on the per unit value of \$65,000. Additionally, the amount of the PILOT for years 2 through 10 of the IRB term may be increased annually by an additional 1% if Developer fails to meet its LBE/MBE/WBE Employment Opportunity Goals for the construction of the Improvements.

5. **Construction Provisions**. Developer's construction contracts will provide for a guaranteed maximum price and payment and performance bonds for the Improvements. However, Developer otherwise has fairly wide discretion for the construction of the apartment buildings and other Improvements.

6. **Use and Operation**. During the Term, Developer agrees to operate the Project in a dignified and high quality manner and Developer also generally agrees to the UG's standard development agreement terms and conditions regarding the maintenance of the Project, complying with law and the timely payment of taxes or PILOTs. Developer also agrees to provide insurance and indemnify the UG.

7. **Assignment and Transfer**. Generally, Developer must have the UG's prior approval to assign, convey or transfer the Project to others before (a) Substantial Completion of the Project, and (b) retirement of the IRB financing (most likely 10 years after completion). However, the UG cannot unreasonably withhold the UG's consent to a proposed assignment if the proposed assignee (or its controlling interests) have (i) a net worth of at least \$40M, (ii) experience owning, controlling or managing at least 5 first-class multi-family projects which are comparable to this Project, and (iii) certification that these same parties have not been convicted of a felony. Additionally, Developer can and will make leases to its tenants in the ordinary course of business without the UG's consent; and Developer can grant its lender a security interest in the Project and/or the CID proceeds, all without UG consent. Additionally, after Substantial Completion of the Project and pay off of the IRBs, Developer has fairly broad rights to assign the Project or its rights in the Agreement.

8. **MBE/WBE/LBE**. Developer has agreed to the following participation goals for construction of the Project: LBE – 18%; MBE – 15% and WBE – 7%. If Developer fails to use best efforts to meet the apartment goals, the result is an increase of 1% of the PILOT payments for the term of the IRBs and a reduction of \$400,000 in CID proceeds available to Developer.

9. **Default and Remedies.** In addition to other remedies mentioned above in this Executive Summary, Section 9.2(a) of the Agreement provides that if the Developer shall default beyond applicable notice and cure periods, then the UG may (i) refuse to approve any further certificates of expenditures and/or make any further disbursements of CID proceeds to Developer unless and until such default is

cured by the Developer, and/or (ii) terminate the CID and/or IRB, in which case Developer shall have no further rights to any proceeds or reimbursements, and/or (iii) terminate this Agreement. The UG will not have any right or ability to terminate or withhold payment of CID proceeds to any CID bondholders.

B. ASSIGNMENT AND ASSUMPTION AGREEMENT

1. **Parties**: Your packet also includes a three-party Assignment and Assumption document between the UG, Legacy KCK Westside Venture, LLC (the "Original Developer" as "Assignor") and the new Developer (as "Assignee").

2. **Nature of Agreement**: This is a relatively simple document that is primarily about the Original Developer assigning all of its right, title and interest in the Development Agreement to the new Developer. Accordingly, many of these provisions have little to do with the UG, except that we want and need to know that the new Developer has the right to proceed on the Project with the UG (and the Original Developer is out of the picture).

3. **UG Issues**: The following are the provisions in this document that pertain to the UG:

   a. The UG agrees to release the Original Developer from its obligations on the original development agreement.

   b. There are certain provisions where we still need to the Original Developer to make things happen due to their continued relationship with the Legends Outlets Shopping Center (the new Developer does NOT have a tie to the Legends Shopping Center). Section 6 carries forward those obligations of the Original Developer.

   c. If the new Developer fails to close on the purchase of this property or fails to timely commence construction on the Project, then the Original Developer has a buy-back right and can get the property back from the new Developer. If this happens, the UG agrees that it would provide the Original Developer (or an assignee of the Original Developer) the same terms and conditions that are described above in the Amended and Restated Development Agreement. Original Developer and/or any assignee would need to meet the specific criteria described in Section 10 of this Assignment and Assumption document.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR
LEGENDS APARTMENTS AND GARAGE

between the

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

and

LEGENDS 267, LLC

DATED AS OF _____________, 2020

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
[Legends Apartments and Garage]

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LEGENDS APARTMENTS AND GARAGE (the "Agreement") is made as of ____________________, 2020 (the "Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and Legends 267, LLC, a Missouri limited liability company ("Developer").

RECITALS:

A. The Developer wishes to design, develop, and construct a first-class, luxury apartment building, along with structured parking and related amenities (the "Project," as further defined in Section 2.2 below), on certain real property generally located adjacent to the Legends Shopping Center on the south side of Parallel Parkway, east of 110th Street in Kansas City, Kansas (the "Project Site"), as legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**, as attached hereto.

B. The UG previously entered into that certain Development Agreement for Legends Apartments and Garage dated November 20, 2015, as amended by that certain First Amendment dated as of January 28, 2018 and that certain Second Amendment dated as of May 17, 2018 (collectively, the "Original Development Agreement") with Legacy KCK Westside Venture, LLC, a Kansas limited liability company (the "Original Developer") successor-in-interest to Legends Apartments Legacy, LLC. The Original Development Agreement provided for, among other things, the design, development, and construction of a first-class luxury apartment building, along with structured parking and related amenities, on the Project Site.

C. The UG has the authority to create a community improvement district ("CID") pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the "CID Act") for the purpose of financing certain economic development related projects. Under the CID Act, the owners of the land within the boundaries of a proposed CID may petition the City to request the creation of a CID and to impose an additional CID sales tax on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID District (as defined below) in order to pay for or reimburse the costs of a portion of a CID project.

D. On or about November 16, 2017, the Original Developer submitted a CID Petition (the "CID Petition") to the UG requesting the formation of a CID encompassing all of the Project Site and certain portions of the Village West Shopping Center (the "CID District"), a legal description of which CID District is set forth on **Exhibit B-1** and the boundaries of which are depicted on **Exhibit B-2** attached hereto. The CID District is for certain eligible improvements as set forth in Article 4 of the Agreement and more particularly identified on **Exhibit F** attached hereto. A copy of the CID Petition is attached hereto as **Exhibit C**.

E. On December 21, 2017, the UG considered and approved the creation of a CID District through the passage of an ordinance (the "CID Ordinance") pursuant to the CID Act. As contemplated in the CID Petition, the CID Ordinance called for the imposition of a CID Sales

Tax of 1.0% within the CID District to be collected and disbursed on a pay-as-you-go basis to reimburse certain CID Project Costs, and potentially through the issuance of bonds to pay for and/or reimburse certain CID Project Costs (as defined in Section 4.1 of the Agreement) relating to the CID District. The CID Ordinance also specifies that the CID Sales Tax was to commence on April 1, 2018. The CID Ordinance is attached hereto as **Exhibit D**.

F. The Original Developer and Developer have entered into a purchase and sale agreement for the sale and conveyance of the Project Site from the Original Developer to Developer; and in connection with such sale of the Project Site, the Original Developer will also assign all of the Original Developer's right, title and interest in and to the Original Development Agreement and the CID. The UG has agreed to consent to this sale and assignment from the Original Developer to Developer and in connection with the Developer's assumption of the terms and conditions of the Original Development Agreement, the UG and Developer have agreed to amend and restate such Original Development Agreement as more particularly set forth herein.

G. In connection with the Project, Developer also requested industrial revenue bond ("IRB") financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et seq.* Pursuant to the terms and conditions set forth in Article 5 below, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials for the Project and to agree on a ten (10) year, 100% payment-in-lieu-of-tax ("PILOT") schedule as described more particularly in Article 5 below.

H. The UG recognizes that Wyandotte County's consumer demand for luxury rental living units is currently underserved by the existing inventory, particularly in western Wyandotte County, and the lack of sufficient high-end living units causes many people who work and play in Wyandotte County to live outside Wyandotte County, which limits the County's ability to capitalize on the opportunity to attract residents to the County from other parts of the Kansas City metropolitan area.

I. Development of the Project should attract new residents to the community, help provide convenient parking in Village West and otherwise stimulate the economy of Wyandotte County through additional real property taxes, sales taxes, and other indirect spending at other nearby businesses when residents visit the surrounding businesses, and provide a work force for Wyandotte County employers, all of which would promote the public good, health, and welfare within Wyandotte County.

J. The Parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the Parties wish to enter into this Agreement to provide the necessary financing for the Project.

K. The UG and Developer now desire to amend and restate the Original Development Agreement in its entirety, and therefore the UG and Developer now enter into this Agreement to formalize such amendment and restatement of the Original Development Agreement, as well as having the UG approve of the sale of the Project Site to Developer and the assignment and assumption of the Original Development Agreement (as amended by this Agreement).

AGREEMENT

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION; NATURE OF AGREEMENT

1.1 Nature of this Agreement. The parties hereby understand and agree that this Agreement shall be deemed to fully supersede, amend and restate the Original Development Agreement and the terms and conditions set forth herein shall be deemed to govern and control the rights, duties and obligations of the parties and the relationship between the UG and Developer from and after the Effective Date.

1.2 Assignment and Assumption. The UG hereby consents, recognizes and agrees to the assignment of the Original Development Agreement from the Original Developer to Developer (the "Assignment"), which Assignment includes a release of the Original Developer from and after the Effective Date, and Developer hereby acknowledges and assumes, for the benefit of the UG, all of the terms and conditions of the Original Development Agreement, subject to and as modified by the terms and conditions set forth herein. Neither the assignment nor the UG's consent thereto shall in any way be construed as a consent by the UG to any further assignment by Developer, whether or not the assignment purports to permit the same, and without limiting the generality of the foregoing, Developer hereby agrees that Developer has no right whatsoever to sell, assign, transfer or hypothecate the Project (as defined in Section 2.2(a) below) or this Agreement except as set forth in Section 7.13 below. Developer hereby agrees to be bound by and perform all of the obligations set forth in this Agreement.

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

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

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

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

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

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

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

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

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

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

ARTICLE 2
THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete, and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. The UG and Developer hereby agree that the Project shall be as set forth on **Exhibit E** and as generally described below. Developer hereby contemplates that the apartment building, parking structure and other improvements constituting the Project, as specifically described in this Section 2.2 (the "Improvements"), shall be developed, constructed, completed, and operated on the site in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approval from the UG's Planning Commission (the "Development Plan"). The Development Plan shall be based upon the preliminary development plan attached hereto as **Exhibit E** (the "Preliminary Development Plan") which is hereby conceptually approved by the UG but remains subject to and conditioned upon approval by the UG's governing body through its normal zoning approval process. On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree as follows:

(a) The Project shall be designed, developed and constructed as a first-class luxury apartment building and shall, at minimum, include the following Improvements: a high-end apartment building, of the same or better quality than other apartments in the immediate vicinity as of the Effective Date, and the Project shall initially be marketed and offered at renting for a blended rate in excess of $1.35 per square foot, and consisting of no less than two hundred sixty-five (265) total units.

(b) Project amenities shall also include: (i) in unit washer/dryer, refrigerator, oven/range, and microwave (ii) an elevator-serviced building with secure access and conditioned interior corridors, (iii) health and fitness facilities, common outdoor grills and patio space, and (iv) swimming pool and landscape/hardscape features.

(c) The Project shall include a three-level structured parking facility with no less than six hundred twenty (620) total parking spaces (the "Parking Improvements"), which shall include at least three hundred fifty (350) public parking spaces (the "Public Parking"), and the remaining approximately two hundred seventy (270) parking spaces to reflect one (1) dedicated space for each apartment unit in the apartment building, which Parking Improvements shall be owned, maintained and operated by the Developer, but the Public Parking shall provide public parking at no charge during the Term of this Agreement for patrons of the various retail, entertainment and sports venues within Village West (the "Village West Patrons"). The Public Parking may be located within the Parking Improvements at such locations established by Developer in its sole discretion. Although the Public Parking will be available to entertainment and sports venues within Village West, the UG hereby agrees that neither the UG, nor the owners or representatives of such entertainment and/or sports venues will, by or through the UG, advertise, promote or otherwise direct its patrons to park in the Public Parking during any entertainment or sports events. Further, the UG hereby agrees that the UG will not specifically authorize such retail, entertainment and/or sports venues to advertise, promote or otherwise direct its patrons to parking in the Public Parking during any such retail, entertainment or sports events.

Notwithstanding anything set forth above in this Section 2.2(c) (or in the balance of this Agreement to the contrary), until such time as Developer shall complete and open the apartment building described in Section 2.2(a), all of the parking spaces within the Parking Improvements shall be available for public use except for those that would interfere with Developer's ability to safely and expeditiously construct the balance of the Improvements or otherwise unreasonably increase Developer's costs to complete the balance of the Improvements. However, the parties hereby agree that upon completion and opening of the apartment building described in Section 2.2(a), that no more than three hundred and fifty (350) parking spaces shall be required to remain open and available to the public and the remaining spaces may be dedicated parking spaces for apartment units.

(d) Developer hereby also agrees to design, construct and complete a vehicular bridge to connect the Parking Improvements required for this Project with the adjacent parking structure (the "Village West Garage"). Further, the parties understand and agree that Village West Garage is currently owned and operated by the owner of the

Legends Outlets Shopping Center (the "Legends Owner"). Developer will work with the Original Developer and the Legends Owner to obtain permission and any agreements necessary to connect the Parking Improvements to the Village West Garage. The UG acknowledges and agrees that Developer's obligations under this Section 2.2(d) are specifically conditioned upon receipt of such permission. The owner of the Village West Garage may restrict parking in such Village West Garage, or charge for parking therein.

(e) Developer hereby agrees to construct and complete (the sidewalks, curbs along Stadium Parkway and ADA ramps at each curb cut as required by Applicable Laws and Requirements and as specifically identified on **Exhibit K** attached hereto; and Developer shall use commercially reasonable efforts to get the ground lessee of Lot 34 (which is currently ground leased and operated as a Residence Inn) to agree and consent to the construction of the sidewalk and related curbs within such Lot 34. However, if the ground lessee of such Lot 34 does not agree and consent to the construction of the sidewalk and related curbs within Lot 34, despite Developer's commercially reasonable efforts, then subject to receiving the consent, approvals and all necessary easements from Original Developer or its affiliates as are necessary, Developer shall be entitled to build and construct the same on the south side of Stadium Parkway on property owned and controlled by Original Developer's affiliate to satisfy the requirements of this subsection (e). In the event that Developer does not construct such sidewalks, curbs and other improvements required herein (on either the South or North side of Stadium Parkway), then the CID Proceeds available to Developer shall be reduced by an amount equal to Five Hundred Twenty-Five Thousand and No/100 Dollars ($525,000), and such reduction shall be the UG's sole and exclusive remedy in connection with the same.

(f) Developer recognizes, stipulates and agrees that its signage shall be subject to all Applicable Laws and Regulations, and any special use permits granted by the UG's Planning and Zoning Board. The UG hereby agrees that it will, to the extent possible, expedite the consideration of Developer's proposed signage and cooperate with Developer to reasonably accommodate Developer's signage requirements.

(g) Developer's plans for landscaping on the Project Site shall be considered in accordance with all Applicable Laws and Regulations and approval thereof by the UG will not be unreasonably withheld.

(h) Developer's design, development and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 6.2).

(i) The Project described in this Section 2.2 shall not be amended or modified without (i) the prior written consent of the UG, which consent shall not be unreasonably withheld, and (ii) full compliance with all Applicable Laws and Regulations.

2.3 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents. The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3
CONDITIONS

3.1 Conditions. The delivery to Developer of any Public Financing contemplated under the terms of this Agreement shall be subject to the following conditions precedent (the "Public Financing Conditions"):

(a) Developer shall have obtained preliminary site plan and final plan approval for the Parking Improvements and any other required approvals for the Parking Improvements as required by all Applicable Laws and Requirements;

(b) Developer shall provide the UG with a loan commitment or similar proof of funds to construct the Project;

(c) Developer shall have caused its parent corporation, Beck-Cal, LLC, a Missouri limited liability company ("Guarantor") to execute and deliver to the UG a copy of the Guaranty attached hereto as **Exhibit L**;

(d) Developer has acquired title to the Project Site and the Original Developer and Developer have executed an assignment and assumption agreement pursuant to which the Original Developer has assigned all of its right, title and interest in and to the Original Development Agreement to Developer (except as otherwise specifically set forth therein), as the same may be reasonably approved by the UG (and the UG may join as a party thereto);

(e) Developer shall have delivered to the UG a copy of the Construction Documents described in Section 6.3 below; and

(f) The governing body of the UG shall have approved a Resolution of Intent for the IRB Financing described in Section 5.1 below.

3.2 Termination. In the event that Developer fails to meet the conditions set forth in Section 3.1 above on or prior to July 1, 2021, then either party hereto shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement, (i) this Agreement shall terminate, and (ii) except as specifically set forth herein, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of November __, 2020, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

3.3 Satisfaction of Conditions. Upon satisfaction of the Public Financing Conditions set forth in Section 3.1 above, the UG shall, at the request of Developer, issue a certificate or a letter confirming and agreeing the Public Financing Conditions have been fully satisfied for purposes of this Agreement, and the parties agree that such Public Financing Conditions shall be deemed to be fully satisfied for all purposes of this Agreement thereafter.

ARTICLE 4
FINANCING — SOURCE OF FUNDS – COMMUNITY IMPROVEMENT DISTRICT

4.1 Public Financing; Source of Funds. Reference is hereby made to the CID Project Costs and the Total Project Budget attached and estimated hereto as **Exhibit F**, and by this reference made a part hereof. The Project will be funded by Developer's private equity and debt, CID Financing (as defined below) and funds provided by various third parties. Subject to the terms and conditions of this Agreement, a portion of the Improvements which are eligible for reimbursement under the CID Act (the "CID Improvements") shall be funded and/or reimbursed in whole or in part by the CID Financing from CID Proceeds (as defined below).

4.2 CID Sales Tax. The UG hereby agrees that the CID Improvements will be reimbursed with CID Financing, consisting of CID Proceeds remaining in the Garage Account of the CID Bond Project Fund (as defined in Section 4.5(a) below). The CID Bonds described below were issued on or about June 14, 2018 based on revenues projected to be received from the imposition of a CID sales tax 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.*), as amended, within the CID District (the "CID Sales Tax").

4.3 CID Proceeds. During the Term, all proceeds from the June 14, 2018 sale of CID Bonds remaining in the Garage Account of the CID Bond Project Fund (the "CID Proceeds") shall be used to reimburse or pay CID Project Costs shall be referred to herein as CID Financing ("CID Financing").

4.4 The West Lawn Project. The CID Bonds described herein were issued to pay for both the Project and certain new improvements and amenities at the Legends Outlets Shopping Center, including without limitation, hardscape and landscape replacements, a video board installation on the existing "smokestack", shade structures, signage and facade improvements, most of which improvements were focused on the western end of the Legends Outlets Shopping Center (the "West Lawn Project"). The UG understands and agrees that Developer shall have no responsibility for the West Lawn Project and that this Agreement is not contingent upon or cross-defaulted with the UG's separate development agreement with Legends Owner dated as February 8, 2018 the ("West Lawn Agreement").

4.5 CID Bonds. On or about June 14, 2018, the UG issued $26,805,000 of Community Improvement District Sales Tax Revenue Bonds (Legends Apartments Garage and West Lawn Project) Series 2018 (the "CID Bonds") which were based on a pledge of CID Sales Tax within the CID District. The parties further agree as follows:

(a) CID Bond Project Fund. When the CID Bonds were issued by the UG, the CID Proceeds were deposited into a fund which was created and is administered by the UG or its designee and which was described and defined in detail in the Bond Documents and which, for purposes of this Agreement shall be referred to as the "CID Bond Project Fund".

The CID Bond Project Fund includes two (2) separate accounts: (i) a "Garage Account" for the Project, and (ii) a "West Lawn Account" for the West Lawn Project. The amount of net CID Proceeds deposited into the Garage Account was $15,234,435.64, and a portion of which has been previously disbursed to the Original Developer. The net CID Proceeds currently available in the Garage Account is $13,317,403. The amount of net CID Proceeds deposited into the West Lawn Account was $9,000,000. In no event will the net CID Proceeds in the Garage Account be commingled with the net CID Proceeds in the West Lawn Account. The parties further agree as follows:

(i) Developer hereby waives any right, title or claim to any portion of the net CID Proceeds deposited into the West Lawn Account and Developer hereby agrees that the UG may freely disburse the net CID Proceeds in the West Lawn Account to the Legends Owner without interference from, or any liability to, the Developer whatsoever.

(ii) In the event of any dispute between Developer and the Legends Owner over the CID Proceeds in the CID Bond Revenue Fund or the CID Bond Project Fund, Developer hereby specifically agrees to waive any claims against the UG and to hold the UG harmless from any claims, disputes or liabilities in connection with said dispute provided that the UG only disburses CID Proceeds from the Garage Account to Developer and only disburses CID Proceeds from the West Lawn Account to the Legends Owner.

(iii) The CID Sales Tax in the CID Bond Revenue Fund will be utilized to first pay principal and interest payments required under CID Bonds at such times as such payments may be required under the Bond Documents. The specifics of the issuance and repayment of the CID Bonds for the Project (and the West Lawn Project) shall be in accordance with the Bond Documents, in accordance with this Agreement and the West Lawn Agreement.

(iv) The net CID Proceeds in the Garage Account shall be disbursed by the Bond Trustee for the purpose of funding or reimbursing the Developer for the CID Project Costs in accordance with the terms of this Agreement and the Bond Documents.

(b) Conditions Precedent to Payment or Reimbursement from CID Bond Proceeds. Developer hereby understands and agrees that it shall not receive any reimbursements for CID Project Costs from CID Bonds unless and until the conditions precedent set forth below have been fully satisfied as determined by the UG in its sole reasonable discretion.

(i) The UG has approved Certificates of Expenditure for such CID Project Costs related to the particular reimbursement request; and

(ii) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder.

4.6 Payment of CID Administrative Fee. A portion of CID Sales Taxes from the CID District shall be used to pay an administrative fee in an amount equal to 1.0% of the CID Proceeds collected in that same period (the "CID Administrative Fee"), and Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Proceeds to the CID Bond Project Fund.

4.7 Certificate of Expenditures. In connection with the CID Project Costs for the CID Improvements, Developer shall certify all costs and expenditures in accordance with the following:

(a) Developer shall submit to the UG a Certificate of Expenditure in the form attached hereto as **Exhibit G** setting forth the amount for which reimbursement is sought, and identification of the relevant CID Project Costs. Developer shall certify to the UG that it shall only use the CID Financing for the designated CID Project Costs, as described in the Certificate of Expenditure.

(b) Each Certificate of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the UG shall reasonably require to document appropriate payment and shall include an overall cost summary, as well as a cost summary for each division of work (i.e., grading, erosion control, roadway, sanitary sewer and storm sewer).

(c) Each Certificate of Expenditure shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the costs requested for payment or reimbursement in the Certificate of Expenditure.

(d) The UG reserves the right to have its engineer, staff or other agents or employees inspect all work in respect of which a Certificate of Expenditure is submitted, to examine Developer's records relating to all CID Project Costs to be paid, and to obtain from such parties such other information as is reasonably necessary for the UG to evaluate compliance with the terms hereof. Developer hereby agrees to pay all actual and verifiable third-party expenses incurred by the UG pursuant to this subsection (c), which third-party expenses shall not exceed $35,000; provided the parties hereby agree to increase such cap to $50,000 if the UG employs a separate third party consultant to provide the services necessary to review and approve the Certificate of Expenditures required under subsection (e) below.

(e) The UG shall have 60 calendar days after receipt of any Certificate of Expenditure from the Developer to review and respond by written notice to Developer. If the UG disapproves of the Certificate of Expenditure, the UG shall notify the Developer in writing of the reason for such disapproval within such 60-day period, in which event the Developer shall have the right to revise and re-submit the Certificate of Expenditure to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditure within 30 calendar days after receipt of the re-submitted Certificate of Expenditure. Approval of any Certificate of Expenditure will not be unreasonably withheld, conditioned, or delayed.

(f) During the Term, the Developer shall endeavor to submit Certificates of Expenditure for those expenditures made in connection with the CID Improvements on a monthly basis.

4.8 Line Items. Developer hereby agrees that (a) no more than $750,000 of the CID Financing will be used for sidewalks, signage, connectivity between the Project and existing adjacent improvements and off-site improvements, and (b) the remaining CID Proceeds [along with any unused amounts from subsection 4.8(a)] shall be used only to pay for land costs, the hard construction costs and reasonable soft costs related to the design, construction and completion of the Parking Improvements. Except as set forth in the prior sentence no portion of the CID Financing may be reallocated to other portions of the Project Budget unless and until Developer has received the prior approval of the UG, which approval may be withheld in the UG's sole and absolute discretion.

4.9 Reimbursement Priority. All payments or reimbursements of whatever kind from the UG to Developer under this Agreement shall be made in the following priority:

(a) First, to the UG, to the extent permitted by Applicable Laws and Requirements, as payments by Developer for any amounts due and owing to the UG; provided, however, that the UG shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by Developer to the UG under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; (ii) all actual out of pocket costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate); (iii) indemnification of the UG for any indemnity obligation owed by Developer (or any Affiliate) to the UG, and any interest or penalty thereon; and (iv) any reimbursement due to the UG on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; and

(b) Second, to Developer for actual amounts to which Developer is entitled by the other provisions of this Agreement.

ARTICLE 5
INDUSTRIAL REVENUE BONDS – PILOT PAYMENTS

5.1 Industrial Revenue Bonds. Developer has requested industrial revenue bond ("IRB") financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et. seq.* Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem taxes for the Project or the Project Site, subject to the terms set forth in this Section 5.1 below.

The parties hereby understand and agree that the IRBs shall be issued on a date as mutually agreed by the parties following completion of the Project and shall mature and be redeemed ten (10) years after such issuance, and that during the term of the IRBs, Developer shall pay a 100% payment-in-lieu-of-tax ("PILOT") pursuant to the schedule attached hereto as **Exhibit H**. The parties acknowledge that the PILOT was determined based on a projected per unit value of $65,000 with an assumed two hundred sixty-five (265) units. If the ultimate number of units in the Project shall be greater than two hundred sixty-five (265), then the amount of the PILOT payment shall necessarily increase based on the per unit value of $65,000. Additionally, the parties hereby understand and agree that the amount of the PILOT for years two (2) through ten (10) of the IRB term shall be increased in accordance with **Exhibit H** based on whether or not the Developer fully complies with the terms and conditions of Section 8.2 (LBE/MBE/WBE Employment Opportunity Goals) hereof, with respect to the Improvements.

ARTICLE 6
CONSTRUCTION OF IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS

6.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (collectively, the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which shall be compatible with the Development Plan, and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select a general contractor (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements in accordance with the Development Plan, the Plans and Specifications and all Applicable Laws and Requirements, (b) a guaranteed maximum price, and (c) guaranteed Substantial Completion not later than the Completion Date (with liquidated damages for failure), subject to Force Majeure. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other changes or amendments to the Construction Documents. Developer agrees with the UG that (a) it will perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

6.5 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement and the Development Plan, have the sole right, and the responsibility, to design, manage, operate and construct the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.6 Permits and Reviews. Developer hereby recognizes, stipulates and agrees (a) that in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required, and (b) that nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

The UG agrees to consider and act on any zoning, planning and platting applications by the Developer in due course and good faith. The UG shall cooperate with and provide all usual assistance to the Developer in securing expedited issuance of all necessary permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law. The UG agrees to allow for separation of the permits used to construct the Garage Improvements into multiple permit applications and will use best efforts to issue the site disturbance, excavation footings and foundation permits expeditiously.

6.7 Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Improvements, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project.

6.8 Commencement Date and Completion Date. Developer hereby agrees that, subject only to Force Majeure (defined below in Section 9.2), Developer shall commence construction on the Project on or before that date which is July 1, 2021 (the "Commencement Date"). Developer further agrees that, subject only to Force Majeure, Developer shall achieve Substantial Completion of the Project on or before August 1, 2024 (the "Completion Date"). Developer's target date for completion of the Parking Improvements is March 1, 2022.

ARTICLE 7
USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is the later of (a) twenty (20) years after the Effective Date, or (b) the last day of the CID Collection Period (the "Term").

7.2 Use and Operation.

(a) Developer covenants that at all times during the Term, it will, at its expense:

(i) Use the Project only for the Permitted Uses.

(ii) Conduct its business at all times in a dignified quality manner and in conformity with the first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

7.3 Development Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

7.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Site and all other of its property used or useful in the conduct of its business and operations on the Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other parking facilities and first-class apartment space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements and the Development Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

7.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Law and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term, Developer shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon Developer or the Project or any part thereof or upon any income therefrom, including, but not limited to, any taxes, assessments, PILOTs or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. After the retirement of the IRBs and payment of all of the PILOTs set forth on

Exhibit H attached hereto, then nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Law and Requirements. The obligation to make said ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property on the Site. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes as set forth herein, then Developer's access to the IRB Financing and reimbursement of CID Project Costs from any CID Financing shall be suspended by the UG until such taxes are paid in full, at which point such right to be reimbursed will be reinstated and any funds suspended by the UG hereunder will be released and disbursed to Developer in accordance with this Agreement.

7.7 Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

7.8 Liens and Encumbrances. During the Term, Developer shall not create or incur or permit to be created or incurred or to exist any lien, or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all liens and encumbrances unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

7.9 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project.

7.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the Project and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of the UG, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit I,** and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars ($500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and the UG. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any lender on the Project, except as set forth in Section 7.11 below.

7.11 Damage, Destruction or Condemnation.

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with a construction escrow agreement for restoration, repair and/or replacement of the Project which is satisfactory to the UG, Developer and Developer's lender ("Casualty Escrow").

(b) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(b), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

(c) In the event of condemnation of less than the whole or substantially all of the Improvements during the Term, Developer, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project, as nearly as possible, to their former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs

7.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of (a) the acquisition of the Project Site, (b) the design, construction and completion of the Project by Developer, (c) the use or occupation of the Project by Developer or anyone acting by, through or under it, (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project and (e) any breach, default or failure to perform by Developer under this Agreement. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents.

Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Notwithstanding the above, upon the termination or assignment of this Agreement, the Developer will be released of its indemnification obligations under this Agreement arising after the time of such termination or assignment.

7.13 Prohibition on Sales, Etc. Prior to Substantial Completion of the Project and while any IRBs are outstanding, Developer will not, without the prior written consent of the UG, (a) assign, sell, lease, or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein, (b) sell, merge with or transfer to another corporation substantially all of its assets, or (c) assign this Agreement to an unrelated third party (but transfers to Affiliates, as provided in the last paragraph of this Section 7.13 is permitted without UG approval). Any such assignment, sale, lease, mortgage, merger or other transfer prior to Substantial Completion of the Project which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, or transferee shall be an "Assignee." Prior to Substantial Completion of the Project and retirement of the IRBs, the forgoing consent shall not be unreasonably withheld by the County Administrator upon delivery to the County Administrator of the following information: (i) a third party accountant's prepared financial statement that indicates that the proposed Assignee and/or the Persons (or Affiliates) who own or control Developer have a net worth of at least $40,000,000; (ii) a certification by the proposed Assignee that it has not been convicted of a felony; (iii) an Assignee-certified list of properties managed or controlled by the Assignee and/or the Persons (or Affiliates) who own or control the Assignee that indicates at least five (5) first-class multi-family developments which are comparable in scope to the Project or in the alternative to this requirement under this subsection (iii), a certification from Developer or its Affiliates that it will continue to maintain management control of the Property; and (iv) a fully-executed Assignment detailing that the Assignee has expressly assumed all of the obligations of the Developer under this Agreement. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of the residential units within the Project;

(b) Developer may grant a security interest to secure indebtedness to any construction or permanent lender; and

(c) Following Substantial Completion of the Project and retirement of the IRBs, Developer may freely assign this Agreement without UG consent, but upon written notice to the UG and pursuant to an assignment and assumption of Developer's rights and obligations hereunder.

7.14 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the

Project at reasonable times and upon reasonable notice (during normal construction hours during the period of construction), to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.14 shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements. Except in the case of an emergency, prior to any such access, such representatives of the UG will check in with the on-site manager. Such representatives of the UG shall carry proper identification, shall use reasonable efforts to insure their own safety, and shall not interfere with any construction activity.

7.15 Environmental Matters. Developer hereby agrees that by Closing on the transactions contemplated by this Agreement, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument.

7.16 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE 8
SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise the Project in the Kansas City Metropolitan area and regionally.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice. Without limiting the generality of the foregoing, Developer specifically agrees that during the Term, Developer shall be an active, dues-paying member in good standing with the KCK Area Chamber of Commerce and the Wyandotte Economic Development Corporation.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to comply with the goals set forth on **Exhibit J,** 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 the event Developer shall fail to use Best Efforts, as defined in **Exhibit J**, the PILOTs shall be increased as set forth in **Exhibit H**, and the CID Cap shall be automatically reduced by an amount equal to $400,000, and such amount shall be withheld from the final distribution of CID Proceeds.

8.2 Guaranty Requirements. Developer recognizes, stipulates and agrees that it is a condition to the duties and obligations of the UG herein, and is a covenant, condition and agreement of Developer herein, that the UG shall have the right to approve the net worth of Beck-Cal, LLC, the guarantor hereunder ("Guarantor"), in the UG's sole discretion, and that Developer shall cause the Guarantor to execute and deliver the guaranty instrument described on **Exhibit K** (the "Guaranty"). Without limiting any of the terms and provisions herein or in any of the other Transaction Documents, in the event of any breach, default or failure to perform by Guarantor under the Guaranty, the same shall be deemed to be, and shall constitute, a default under this Agreement.

ARTICLE 9
DEFAULT AND REMEDIES

9.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

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

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days of notice from the UG.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of CID Proceeds unless and until such default is cured by the Developer, and/or (ii) terminate the IRB financing set forth in Section 5.1, and/or (iii) terminate the CID, and/or (iv) terminate this Agreement, including the CID and IRB financing, and/or (v) any remedies provided to the UG under the Transaction Documents. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. Notwithstanding the foregoing, or any other provisions of this Agreement to the contrary, in no event, including but not limited to any event of default by Developer, shall the UG have any right to terminate, restrict, or withhold any payments from the owners or bondholders of the CID Bonds issued pursuant to this Agreement; provided however that it is expressly agreed that the UG may withhold the authorization for distribution of certain bond proceeds from the bond project fund as specifically set forth in Section 4.5(b)(ii).

(b) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Developer default.

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity against Developer and/or Guarantor and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(d) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing (after any applicable notice and cure period), the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer and/or Guarantor of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within sixty (60) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the UG of any provision of this Agreement, however, the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity. Under no circumstances shall the UG be liable for remote or consequential damages.

In the event of such default by the UG, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

9.4 Force Majeure. Neither the UG nor the Developer shall be deemed to be in default of this Agreement because of an event of Force Majeure.

9.5 Default Interest. Subject to all Applicable Laws and Requirements, any amounts owed by either party hereunder and not paid when due (after any applicable notice and cure period) shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

ARTICLE 10
MISCELLANEOUS

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

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers or materials due to global pandemic such as COVID-19, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction Documents, shortage of materials, unavailability of labor, 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, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

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

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

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

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG.

(i) Authority. The UG 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 UG proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the UG, enforceable in accordance with its terms.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. Except as set forth in Section 3.1(d) hereof, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

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

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

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

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

10.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

10.9 Time. Time is of the essence in this Agreement.

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

10.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Room 323
Kansas City, Kansas 66101
Telephone: 916-573-5010
Facsimile: 913-5735020

with a copy to:

Chief Counsel for the Unified Government of Wyandotte
County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Telephone: 913-573-5060
Facsimile: 913-573-5243

And a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540

And a copy to:

Todd A. LaSala, Esq.
Stinson LLP
1201 Walnut, Suite 2600
Kansas City, Missouri 64106
Telephone: 816-842-8600
E-mail: todd.lasala@stinson.com

and to Developer at:

Legends 267, LLC
75 NW Business Park Lane
Riverside, MO 64150
Attn: Bob Becker
Telephone: 816-459-8531
E-mail: rbecker@lukedraily.com

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
Attn: Aaron G. March
Telephone: 816-753-9200
E-mail: amarch@rousepc.com

All notices given by fax or personal delivery, followed up by regular United States mail, shall be deemed duly given one business day after they are so delivered.

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

10.13 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Section 7.8 and 7.13 hereof. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

10.14 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank. Signature pages to follow.]

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

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_______________________________________
Mayor/CEO David Alvey

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on December ____, 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 ____________ County

My commission expires

____

DEVELOPER:

LEGENDS 267, LLC, a Missouri limited liability company

By:__________________________________
Name:________________________________
Title:_________________________________

STATE OF __________________)
) SS.
COUNTY OF ________________)

This instrument was acknowledged before me on December ____, 2020 by Legends 267, LLC, a Missouri limited liability company.

____
Printed Name: ________________________________
Notary Public in and for said State
Commissioned in _____________ County

My commission expires:

____

INDEX OF EXHIBITS

ANNEX 1
DEFINITIONS

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Development Agreement for Legends Apartments and Garage by and between the UG and Developer.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, code, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities (including the UG's planning department), and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Development Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100, et. seq.) and Budget Law (K.S.A. § 75-2935 et. seq.).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG pursuant to Section 7.13 hereof.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 7.13 hereof.

"**Casualty Escrow**" means that certain escrow agreement for the net proceeds of any insurance relating to damage or destruction of the Project, the net proceeds of condemnation or taking or the net proceeds of any realization on title insurance for the Project as set forth in Section 7.11 hereof.

"**Certificate of Expenditure**" means the form attached as **Exhibit G** which is to be submitted by Developer to the UG in order to set forth the amount for which reimbursement is sought by Developer, and identification of the relevant CID Project Costs as described in Section 4.8 hereof.

"**CID**" means a community improvement district pursuant to the CID Act.

"**CID Act**" means K.S.A. 12-6a26 *et seq*., as amended.

"**CID Administrative Fee**" means an amount equal to 1% of the CID Proceeds deposited into the CID Sales Tax Fund hereunder from time to time during the Term, as set forth in Section 4.7 of this Agreement.

"**CID Bonds**" means the bonds issued by the CID to be repaid with CID Proceeds, described in Section 4.5 hereof.

"**CID Collection Period**" means the period that commences on the date that the CID Sales Tax is first imposed and concluding upon the date which is the earlier of the following: (a) the date that Developer has been reimbursed for all CID Project Costs by Pay-As-You-Go CID Financing (up to the CID Cap) and any CID Bonds have been repaid; or (b) regardless of whether the Developer has been fully reimbursed for all CID Project Costs, that date which is twenty two (22) years from the date that the CID Sales Tax is first imposed, as set forth in Section 4.4(b) hereof.

"**CID District**" means the community improvement district generally described in Recital C of this Agreement and the legal description of which is more particularly set out in **Exhibit B-1** and the boundaries of which are depicted on **Exhibit B-2** attached hereto.

"CID Financing" means the financing generated through CID Bonds and used to reimburse or pay CID Project Costs as set forth in Sections 4.4 and 4.5 of this Agreement.

"**CID Improvements**" means that portion of the Project, the costs of which are CID Project Costs and reimbursable with CID Financing hereunder, subject to the CID Cap. The CID Improvements, and the estimated costs therefor, are set forth on **Exhibit F** hereto.

"**CID Ordinance**" means the ordinance to be considered by the UG Commission for the creation of the CID District pursuant to the CID Act, as more fully described referenced in Recital D hereof and to be attached hereto as **Exhibit D** if approved by the UG Commission.

"**CID Petition**" means that certain petition submitted by the Developer on or about November 16, 2015, a copy of which is attached hereto as **Exhibit C**.

"**CID Proceeds**" means the proceeds from CID Sales Tax generated within the CID District and received by the UG from DOR, as described in Section 4.3 hereof.

"CID Project Costs" means those costs eligible to be paid from CID Proceeds in accordance with K.S.A. 12-6a26 *et seq.* and the budget attached hereto as **Exhibit F**.

"**CID Sales Tax**" means taxes 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.*), as amended, within the CID District, and as more particularly described in Section 4.2 hereof.

"**Construction Documents**" means those construction documents more particularly described in Section 6.3 hereof.

"**Construction Period Interest**" the interest accrued on money borrowed to pay for CID Project Costs during the period of construction of the CID Improvements, in accordance with K.S.A. § 12-6a27(f).

"**Developer**" means Legends 267 LLC, a Missouri limited liability company, and any successor or assigns specifically approved or allowed pursuant to Section 7.13 of the Agreement.

"Development Plan" means the plan agreed to by Developer and the UG, which plan shall be in substantial accordance and compliance with the terms and conditions of Section 2.2 of this Agreement and the final site plan approval from the UG's Planning Commission.

"**DOR**" means the Kansas Department of Revenue as set forth in Section 4.2 hereof.

"Effective Date" means the date of this Agreement first above written.

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

"Force Majeure" is defined in Section 10.2 hereof.

"GAAP" means generally accepted accounting principles.

"**General Contractor**" means that certain General Contract selected by Developer for the Improvements, as more fully described in Section 6.3 of this Agreement

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

"**Guarantor**" means Beck-Cal, LLC, a Missouri limited liability, as referenced in Section 8.3.

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

"Improvements" means those certain improvements to be constructed as a part of the Project as more particularly described in Section 2.2 hereof.

"Insurance Specifications" means the insurance requirements on Developer in connection with the Project as generally described in Section 7.10 and more fully set forth in **Exhibit I** hereof.

"IRB" means industrial revenue bond financing pursuant to K.S.A. 12-1741 *et. seq.*

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Regulations.

"Parking Improvements" means those certain structured parking improvements described in Section 2.2(c) hereof.

"Permitted Uses" means a first class multi-family residential apartment building and structured parking facility as more particularly described in Section 2.2 hereof.

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

"PILOT(S)" means those certain 100% payments-in-lieu-of-taxes as described in Article 5 and to be paid by Developer pursuant to the schedule attached hereto as **Exhibit H**.

"Plans and Specifications" means those plans and specifications generally described in Section 6.2 hereof.

"Project" means the design, development, and construction of certain improvements on the Project Site for use as a first-class luxury apartment building, along with structured parking and related amenities, of the same or better quality as the Village West Apartments located immediately on the other side of 110th Street to the west of the Project Site, renting for a blended rate in excess of $1.35 per square foot, consisting of no less than 265 total units, a high-quality landscaped entry, and other related amenities and infrastructure as more particularly set forth in Section 2.2 hereof.

"Project Site" means that property generally located adjacent to the Legends Shopping Center on the south side of Parallel Parkway, east of 110th Street in Kansas City, Kansas, which is legally described on **Exhibit A-1** and as depicted on **Exhibit A-2** hereof.

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it, as its prime rate as referenced in Section 7.15 hereof. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"**Public Financing Conditions**" means the conditions more particularly described in Section 3.1 hereof.

"Public Parking" is defined in Section 2.2(c) hereof.

"State" means the State of Kansas.

"Substantial Completion" or **"Substantially Complete"** means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when said construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use.

"Term" means the term of this Agreement as set forth in Section 7.1 hereof.

"**Transaction Documents**" means the lease, along with any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the IRB financing.

"Total Project Budget" means the estimated budget attached hereto as **Exhibit F.**

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

"**Village West Garage**" means the adjacent parking structure as more particularly described in Section 2.2 hereof.

EXHIBIT A-1

The Project Site - Legal Description

Lot 33 of the Legends at Village West, Fifth Plat, a subdivision lying in Section 2, Township 11 South, Range 23 East, Kansas City, Wyandotte County, Kansas

EXHIBIT A-2

The Project Site - Map

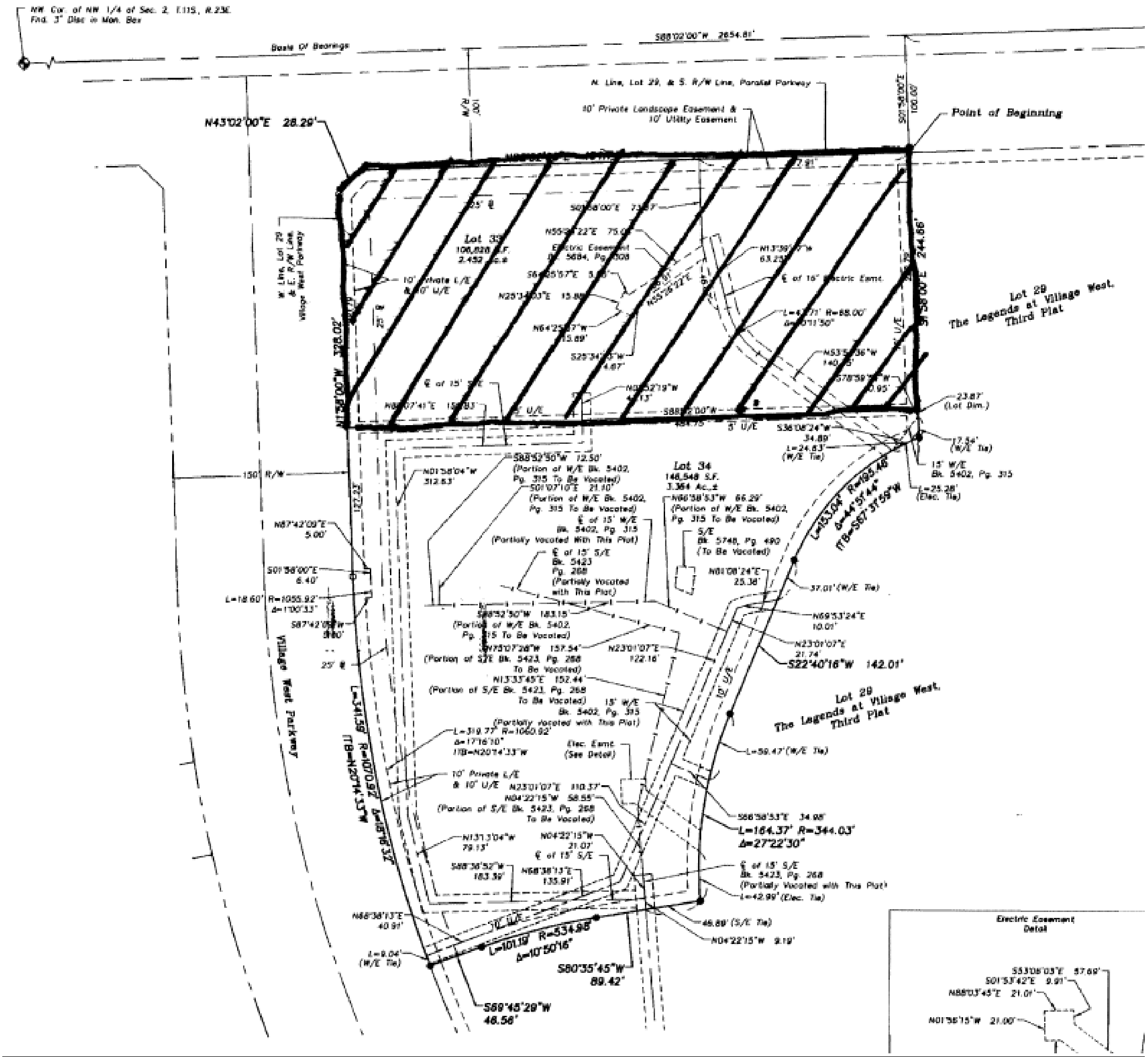

EXHIBIT B-1

CID District - Legal Description

TRACT 1:

LOTS 2, AND 3, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2002R-23511 IN PLAT BOOK 40, PAGE 19.

AND

LOT 19 AND A 12,000 SQUARE FOOT PRIVATE ACCESS DRIVE, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-10454 IN PLAT BOOK 40, AT PAGE 97.

AND

LOTS 25, AND 31, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-33511 IN PLAT BOOK 41, AT PAGE 35.

AND

LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-33511 IN PLAT BOOK 41, AT PAGE 35.

EXCEPT

ALL THAT PART OF LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 136.76 FEET TO A POINT; THENCE SOUTH 01 DEGREE 57 MINUTES 43 SECONDS EAST A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH LINE OF LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 43 SECONDS EAST A DISTANCE OF 317.02 FEET TO A POINT; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 186.13 FEET TO A POINT; THENCE NORTH 66 DEGREES 30 MINUTES 29 SECONDS WEST A DISTANCE OF 190.08 FEET TO A POINT; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 134.95 FEET TO A POINT; THENCE NORTH 01 DEGREE 58 MINUTES 00 SECONDS WEST A DISTANCE OF 235.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 29; THENCE NORTH 88 DEGREES 02 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 29 A DISTANCE OF 492.73 FEET TO THE POINT OF BEGINNING.

AND

LOTS 21, 24, AND 28, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2006R-07540 IN PLAT BOOK 42 AT PAGE 15.

AND

LOT 32, THE LEGENDS AT VILLAGE WEST, FOURTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

AND

LOTS 33 AND 34, THE LEGENDS AT VILLAGE WEST, FIFTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 2:

LOT 4, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 3:

LOT 7, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 4:

LOT 8, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 5:

LOT 30, BALLPARK OF VILLAGE WEST, THIRD PLAT, A REPLAT OF LOT BLOCK A, TOURISM DISTRICT, AND PART OF LOT 2, PARKWAY, BALLPARK OF VILLAGE WEST, SUBDIVISIONS LYING IN FRACTIONAL SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 6:

LOT 22, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS

TRACT 7:

LOT 23, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 8:

LOT 29, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 9:

LOT 6, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 10:

LOT 5, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 11:

LOT 1, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 12:

LOT 10, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 13:

LOT 23, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 14:

ALL THAT PART OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT; THENCE NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 148.12 FEET TO A POINT; THENCE SOUTH 17 DEGREES 29 MINUTES 53 SECONDS EAST A DISTANCE OF 248.62 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 26, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD; THENCE SOUTH 76 DEGREES 38 MINUTES 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 26 AND ALONG THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 37.51 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 26, SAID POINT ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE WEST PARKWAY; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHERLY LINE OF LOT 26, THE NORTHERLY RIGHT OF WAY OF VILLAGE WEST PARKWAY AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 63 DEGREES 20 MINUTES 03 SECONDS WEST, HAVING A RADIUS OF 1712.02 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 21 MINUTES 05 SECONDS, AN ARC DISTANCE OF 189.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE NORTH 20 DEGREES 18 MINUTES 52 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 26 A

DISTANCE OF 52.98 FEET TO A POINT; THENCE NORTH 17 DEGREES 29 MINUTES 53 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 26 A DISTANCE OF 79.64 FEET TO THE POINT OF BEGINNING.

TRACT 15:

ALL THAT PART OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT; THENCE NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 148.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 181.88 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE SOUTH 17 DEGREES 29 MINUTES 53 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 A DISTANCE OF 82.76 FEET TO A POINT; THENCE SOUTH 54 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 A DISTANCE OF 40.00 FEET TO THE EASTERNMOST CORNER THEREOF, SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD; THENCE SOUTH 35 DEGREES 56 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 26 AND THE WEST RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 227.34 FEET TO THE EAST SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTH 76 DEGREES 38 MINUTES 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 26 AND ALONG THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 23.15 FEET TO A POINT; THENCE NORTH 17 DEGREES 29 MINUTES 53 SECONDS WEST A DISTANCE OF 248.62 FEET TO THE POINT OF BEGINNING.

TRACT 16:

LOT 27, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 17:

LOT 27, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 18:

LOT 30, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.
TRACT 19:

LOT 22, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 20:

LOT 20, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 21:

LOT 21, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

ALSO INCLUDING:

Any and all adjacent Right-of-Way with respect to Tracts I through 21 above.

EXHIBIT B-2
CID District - Map

EXHIBIT C

CID Petition

PETITION
FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT

LEGENDS -- KANSAS CITY, KANSAS

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

November 16, 2015

FILED TK
NOV 16 2015
UNIFIED GOVERNMENT CLERK

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PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

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

The undersigned, being the owners 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 petition the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") to create a community improvement district and authorize the proposed projects hereinafter set forth, all in the manner provided by K.S.A 12-6a26, et seq. (the "**Act**"). In furtherance of such request, the petitioners state as follows:

1. GENERAL NATURE

The general nature of the proposed projects (the "**Projects**") is as follows:

The development of the property and surrounding area into a luxury apartment complex and adjacent parking garage for residents of the apartments and for visitors and customers of the Legends/Village West shopping district, potentially containing the following:

1. Residential and multi-family development;
2. Associated parking, transportation, infrastructure improvements and common area improvements.

2. BUT FOR

The petitioner certifies to the UG that but for the creation of the community improvement district and the anticipated reimbursement of the costs of the Projects with revenue from the CID Sales Tax (as defined below) the Projects would not occur.

3. ESTIMATED COST

The proceeds from the CID Sales Tax shall be available to Developer for reimbursement of CID Project Costs shall in no event exceed $14,000,000 (the "**CID Cap**"). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any and all CID Project Costs and such CID Cap shall not include and shall be net of: (i) any Construction Period Interest (defined below), (ii) costs of issuance of any notes or bonds and (iii) interest on CID Project Costs pursuant to any notes or bonds. Once Developer has received an amount equal to the CID Cap for reimbursement of CID Project Costs, the parties understand and agree that the CID shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the District. For the purposes of this Agreement, "**Construction Period Interest**" shall be defined as the interest accrued on money borrowed to pay for CID Project Costs during the period of the construction

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of the Projects, in accordance with K.S.A. § 12-6a27(f). For purposes of this Petition, the term **"CID Project Costs"** means those costs eligible to be paid from CID Proceeds for the Projects in accordance with K.S.A. 12-6a26 *et seq.* and the budget attached hereto as "**EXHIBIT C**".

4. PROPOSED METHOD OF FINANCING

It is proposed that the Projects be financed through a combination of private equity, private debt and CID financing, either as pay-as-you-go financing or through the issuance of special obligation bonds, both as defined in the Act.

5. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

It is not being proposed that the Projects be financed through the levying of assessments.

6. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Projects be financed in part through the levying of 0.6% CID sales tax as authorized by the Act (the "**CID Sales Tax**").

7. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map of 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"**.

7. LIMITATION ON USE OF REVENUE

Revenue produced from the CID Sales Tax shall be limited to the reimbursement of costs associated with the preparation of studies, site design, analysis, legal and any other such costs as might be permitted to be reimbursed under the Act.

8. FINANCIAL ABILITY TO COMPLETE AND OPERATE

The undersigned hereby state that they have the financial ability to complete and operate the Projects.

9. NOTICE TO PETITION SIGNERS

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 CITY CLERK, WHICHEVER OCCURS FIRST.

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

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PETITIONER:

KKR LEGENDS L.L.C.,
a Delaware limited liability company

By: ______________________
Signature of Authorized Agent for Entity

Title: DAN LOWE, MANAGER

Date: 11.16.2015

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 16 day of November, 2015, before me, the undersigned, a Notary Public in and for said County and State, came Dan Lowe, who is known to me to be the same person who executed the within instrument on behalf of the petitioner, and such person duly acknowledged the execution of the same on behalf of the petitioner.

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

Doreen C Hansen
Notary Public in and for said
County and State

My Commission Expires:

10-28-2019

DOREEN C. HANSEN
Notary Public – Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: 10-28-2019
ID. #15384893

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UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ____________________
Mayor/CEO Mark Holland

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on November 16, 2015, by Mark Holland on as Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas.

Printed Name: Elizabeth Ashley Balliett
Notary Public in and for said State
Commissioned in Wyandotte County

My commission expires

8/14/17

NOTARY PUBLIC STATE OF KANSAS ELIZABETH ASHLEY BALLIETT
My Appt. Exp. 8/14/17

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EXHIBIT "A"

MAP OF DISTRICT

[See attached]

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CID Map

EXHIBIT C – PAGE 7

EXHIBIT "B"

LEGAL DESCRIPTION OF DISTRICT

TRACT 1:

LOTS 2, AND 3, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2002R-23511 IN PLAT BOOK 40, PAGE 19.

AND

LOT 19 AND A 12,000 SQUARE FOOT PRIVATE ACCESS DRIVE, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-10454 IN PLAT BOOK 40, AT PAGE 97.

AND

LOTS 25, AND 31, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-33511 IN PLAT BOOK 41, AT PAGE 35.

AND

LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-33511 IN PLAT BOOK 41, AT PAGE 35.

EXCEPT

ALL THAT PART OF LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 136.76 FEET TO A POINT; THENCE SOUTH 01 DEGREE 57 MINUTES 43 SECONDS EAST A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH LINE OF LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 43 SECONDS EAST A DISTANCE OF 317.02 FEET TO A POINT; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 186.13 FEET TO A POINT; THENCE NORTH 66 DEGREES 30 MINUTES 29 SECONDS WEST A DISTANCE OF 190.08 FEET TO A POINT; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 134.95 FEET TO A POINT; THENCE NORTH 01 DEGREE 58 MINUTES 00 SECONDS WEST A DISTANCE OF 235.32 FEET TO A POINT ON

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THE NORTH LINE OF SAID LOT 29; THENCE NORTH 88 DEGREES 02 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 29 A DISTANCE OF 492.73 FEET TO THE POINT OF BEGINNING.

AND

LOTS 21, 24, AND 28, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2006R-07540 IN PLAT BOOK 42 AT PAGE 15.

AND

LOT 32, THE LEGENDS AT VILLAGE WEST, FOURTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

AND

LOTS 33 AND 34, THE LEGENDS AT VILLAGE WEST, FIFTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 2:

LOT 4, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 3:

LOT 7, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 4:

LOT 8, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 5:

LOT 30, BALLPARK OF VILLAGE WEST, THIRD PLAT, A REPLAT OF LOT BLOCK A, TOURISM DISTRICT, AND PART OF LOT 2, PARKWAY, BALLPARK OF VILLAGE WEST, SUBDIVISIONS LYING IN FRACTIONAL SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 6:

LOT 22, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS

TRACT 7:

LOT 23, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 8:

LOT 29, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 9:

LOT 6, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 10:

LOT 5, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 11:

LOT 1, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 12:

LOT 10, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 13:

LOT 23, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 14:

ALL THAT PART OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT; THENCE NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 148.12 FEET TO A POINT; THENCE SOUTH 17 DEGREES 29 MINUTES 53 SECONDS EAST A DISTANCE OF 248.62 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 26, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD; THENCE SOUTH 76 DEGREES 38 MINUTES 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 26 AND ALONG THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 37.51 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 26, SAID POINT ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE WEST PARKWAY; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHERLY LINE OF LOT 26, THE NORTHERLY RIGHT

OF WAY OF VILLAGE WEST PARKWAY AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 63 DEGREES 20 MINUTES 03 SECONDS WEST, HAVING A RADIUS OF 1712.02 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 21 MINUTES 05 SECONDS, AN ARC DISTANCE OF 189.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE NORTH 20 DEGREES 18 MINUTES 52 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 26 A DISTANCE OF 52.98 FEET TO A POINT; THENCE NORTH 17 DEGREES 29 MINUTES 53 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 26 A DISTANCE OF 79.64 FEET TO THE POINT OF BEGINNING.

TRACT 15:

ALL THAT PART OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT; THENCE NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 148.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 181.88 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE SOUTH 17 DEGREES 29 MINUTES 53 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 A DISTANCE OF 82.76 FEET TO A POINT; THENCE SOUTH 54 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 A DISTANCE OF 40.00 FEET TO THE EASTERNMOST CORNER THEREOF, SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD; THENCE SOUTH 35 DEGREES 56 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 26 AND THE WEST RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 227.34 FEET TO THE EAST SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTH 76 DEGREES 38 MINUTES 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 26 AND ALONG THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 23.15 FEET TO A POINT; THENCE NORTH 17 DEGREES 29 MINUTES 53 SECONDS WEST A DISTANCE OF 248.62 FEET TO THE POINT OF BEGINNING.

TRACT 16:

LOT 27, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 17:

LOT 27, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 18:

LOT 30, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

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TRACT 19:

LOT 22, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 20:

LOT 20, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 21:

LOT 21, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

ALSO INCLUDING:

Any and all adjacent Right-of-Way with respect to Tracts 1 through 21 above.

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EXHIBIT "C"

ESTIMATED COST

DEVELOPMENT COST ITEM		DEVELOPMENT COST
Land, Building and Garage Construction	$	41,427,076
General Conditions	$	1,315,000
Professional Services (Eng, Arch, Consult, Legal)	$	1,777,810
Financing Costs (Construction Interest Carry & Closing)	$	1,114,495
Development Fee	$	2,118,304
Hard Cost Contingency	$	1,230,212
Soft Cost Contingency	$	820,142
TOTAL DEVELOPMENT COST (TOTAL PROJECT BUDGET)	**$**	**49,803,038**

CID PROJECT COSTS REIMBURSABLE TO DEVELOPER		
Garage Development and Construction Costs*	$	13,250,000
Sidewalk, Signage, Connectivity and Off-Site Costs	$	750,000
TOTAL CID PROJECT COSTS	**$**	**14,000,000**

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EXHIBIT D

CID Ordinance

[to be attached upon approval]

<u>EXHIBIT E</u>

<u>Development Plan</u>

EXHIBIT F

TOTAL PROJECT BUDGET / CID PROJECT COSTS

LEGENDS APARTMENTS AND GARAGE	
Legends Apartments and Garage Development Cost Items	**Estimated Development Cost**
Land	$3,700,000
Building & Garage Construction	$41,328,428
General Conditions	$1,247,648
Professional Services (Engineers, Architect, Designers, Legal)	$1,492,750
Financing Costs (Construction Interest Carry and Closing)	$2,469,096
Development Fee	$1,500,000
Contingency	$2,050,000
Total Development Cost (Total Project Budget)	**$53,787,922**

CID Eligible Project Costs Reimbursable to Developer	
Garage Development and Construction Costs*	$13,745,637
Sidewalk, Signage, Connectivity and Off-Site Costs	$750,000
Land Cost	$3,700,000
Total**	**$18,195,637**

* Includes soft costs for engineering, design, general conditions and permit costs related to the Garage Improvements

** Subject to availability of CID Proceeds, limited to $13,317,403 currently in Garage Account

EXHIBIT G

FORM OF CERTIFICATE OF EXPENDITURES

CERTIFICATE OF EXPENDITURES

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

Re: LEGENDS APARTMENTS

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Development Agreement for Legends Apartments and Garage dated as of December ____, 2020 (the "Agreement") between the Unified Government and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Project Cost and was incurred in connection with the construction of the Project.

2. These Project Costs have been paid by the Developer or are eligible to be paid and are reimbursable under the Agreement.

3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the CID and no part thereof has been included in any other certificate previously filed with the Unified Government.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The Developer, to its knowledge, 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 monetary or non-monetary default under the Agreement (after any applicable notice and cure period), but subject to the terms of the Agreement.

8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _________________, 20____.

LEGENDS 267, 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 EXPENDITURES

Description of Project Costs	Cost	Payee

Total Costs:

____

EXHIBIT H

PILOT Schedule

Value/unit	# of units	Projected Value	2020 mill rate	PILOT	PILOT per door
$65,000.00	265	$19,500,000.00	170.061285	$395,368.00	$1,491.95

Annual Increase	1%
Annual Increase if Failure on L/M/WBE	2%

Year	Annual PILOT	Annual PILOT if L/M/WBE Failure
1	$395,368	$395,368
2	$399,322	$403,275
3	$403,315	$411,341
4	$407,348	$419,568
5	$411,422	$427,959
6	$415,536	$436,518
7	$419,691	$445,249
8	$423,888	$454,154
9	$428,127	$463,237
10	$432,408	$472,501
	$4,136,424	$4,329,169

EXHIBIT I

Insurance Specifications

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of $3,000,000.

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

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

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

EXHIBIT J

LBE/MBE/WBE GOALS AND REQUIREMENTS

This Exhibit sets forth the guidelines for the utilization of local business, minority, and women enterprises and local resident, minority, and women participation and equal employment opportunity referenced in **Section 8.2** of the Development Agreement for Legends Apartments (the "**Agreement**") between the Amended and Restated Unified Government of Wyandotte County/Kansas City, Kansas ("**UG**") and Legends 267 LLC ("**Developer**") in connection with the development of a minimum two-hundred forty-six (246) unit, first-class luxury apartment building along with structured parking and related amenities in Kansas City, Kansas ("**Project**"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the construction of the Project, whether performed by or on behalf of Developer, including, but not limited to, all aspects of the construction of the Improvements and all related facilities, including labor, materials and supplies, and construction-related services, but not including Specialized Services.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Agreement and made a part thereof, or as otherwise set forth herein.

A. "Best Efforts" has the meaning set forth in Section III.C.3.b. herein.

B. "Construction" means all aspects of the construction of the Improvements, all related facilities, and the Project, including labor, materials and supplies, and construction-related services, whether performed or contracted for by or on behalf of Developer.

C. "Contractor" means the Proposer selected by Developer for the design, development, or Construction of the Project.

D. "Local Business Enterprises or LBE" means a business headquartered or which maintains a major branch that performs the significant functions of the business in Wyandotte County or a business of which at least 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. "Project" means the Construction of a new first-class luxury apartment building, along with structured parking and related amenities, as legally described in Section 2.2 of and Annex 1 to the Agreement.

H. "Proposer" means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or Construction of the Project.

I. "Specialized Services" means expertise, services, or products, the application of which are unique to the Construction of the Project and which are only available through sole or limited source providers or national vendors. For purposes hereof, the parties specifically agree that contractors providing pre-cast concrete shall be deemed to be Specialized Services hereunder.

J. "Substantial Local Office" means an office operated and financially supported by a firm that has sufficient space, staff, and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, Kansas.

K. "Women Business Enterprise or WBE" 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 one or more women who are U.S. citizens or legal resident aliens.

III. DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION.

1. Project Design, Development, and Construction Goals.

Developer will use its Best Efforts to meet the following goals based upon the total cost of the Project and all related facilities undertaken by Developer, but not including Specialized Services. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not to act as quotas or set asides.

Business Category	Participation Percentage Goal – Percentage of Total Construction Cost for the Project
LBE	18%

MBE	15%
WBE	7%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. The Developer shall strive to meet each individual goal listed.

2. <u>Contract Specific Goals.</u>

The parties agree that the goals are set forth for the Project as a whole, excluding Specialized Services, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer for Specialized Services, when proposed by the Developer, relating to the Construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Construction Utilization Plan (as defined herein).

3. <u>Eligibility for Credit.</u>

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation, City of Kansas City, Missouri, MidAmerica Minority Business Development Council, Women's Business Enterprise National Council, or any other public or private entity reasonably acceptable to the UG and the Developer (each an "approved" business), may be counted towards the participation goals in Section III.A.1. above.

b. In the event that a contract has been awarded on the Project to an approved LBE/MBE/WBE business, and such LBE/MBE/WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

4. <u>Construction Workforce.</u>

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 design, development, and Construction of the Project except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the bidding process.

b. **Employment Procedures.** Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. DEVELOPMENT AND CONSTRUCTION UTILIZATION PLANS.

1. Submissions, Content, and Fulfillment of Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as Attachment A or on another form provided or approved by the UG. This Project Utilization Plan shall set forth, to the best of Developer's knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction providers necessary for the Construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the design, development, and Construction of the Project, laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Project Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Project Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG. The Project

Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.1 may be met by the expenditure of dollars with approved LBE/MBE/WBE prime Contractors, material suppliers (either by Developer or a prime Contractor), subcontractors (either by Developer or a prime Contractor), or through joint ventures with approved LBEs, MBEs or WBEs.

i. Certified MBE and WBE prime Contractor Proposers may count their own participation toward a goal for which they qualify, but may not divide their own participation between two goals. These prime Contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified LBE/MBE/WBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE/MBE/WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE/MBE/WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE/MBE/WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals. A qualified LBE that is certified as MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE/MBE/WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

a. The UG will review Developer's Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute Best Efforts, as set forth is Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE/MBE/WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. No changes to the Project Utilization Plan are permitted after its submission to the UG without the prior submission of the proposed change to the UG and receipt of the UG's written approval, which shall not be unreasonably withheld or delayed.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. Solicitation Documents.

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE/MBE/WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the Construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs; (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contacts resulting from the solicitation. In addition, with respect to any LBE/MBE/WBE goal established in the Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all Best Efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

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

a. Within seven (7) calendar days of receiving a Report for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Project Utilization Plan or if not, whether Developer has established Best Efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific Best Efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE/MBE/WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used Best Efforts to meet the Project Utilization Plan goals for Construction set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities and informational meetings to approved LBEs, MBEs, and WBEs;

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

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

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

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

viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit, or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers, 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. <u>Signed Contracts.</u>

Within twenty-one (21) working days of provision of the UG's evaluation of the Report to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG. This submittal must be made before any contracts are awarded.

D. SUBCONTRACTOR RELATIONS.

1. <u>Documentation of Subcontracting Agreements.</u>

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. <u>Documentation of Schedules.</u>

For Construction contracts, the Contractor must present a work schedule that includes when the LBE/MBE/WBE subcontractors will be utilized at the job site. This schedule is due on or before the submission of signed contracts to the UG.

3. <u>Substitutions, Additions, or Deletions.</u>

Where a substitution for a LBE/MBE/WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE/MBE/WBE should be counted toward achievement of the goals of Section III.A.1.

IV. <u>UG'S ASSISTANCE TO DEVELOPER</u>

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its Best Efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to the Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

A. providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;

B. developing and maintaining a registry of approved LBE/MBE/WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating Developer and its agents on current or proposed affirmative action legislation that may affect the Project;

E. recommending contract specific goals, as appropriate;

F. providing assistance in pre-award activities, such as provision of model or example Project Utilization Plans and work segmentation;

G. reviewing Developer, Contractor, and subcontractor performance and LBE/MBE/WBE participation on the Project;

H. providing advice relative to utilization and compliance matters;

I. conducting compliance reviews and audits of LBE/MBE/WBE participation;

J. evaluating requests for substitutions, additions, and deletions;

K. assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;

L. reviewing payments to subcontractors, as documented by monthly reports submitted by Developer;

M. reviewing complaints from LBEs, MBEs WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;

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

O. reviewing and approving utilization plans and contract award submittals.

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. Records. Developer shall maintain those records as may reasonably be required to demonstrate compliance with 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.

VII. 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. PROJECT UTILIZATION PLAN REPORTS.

Developer shall provide UG with information sufficient to document the participation under this Exhibit, including monthly compliance reports on the forms attached hereto as Attachments B and C or another form provided or approved by the UG. In addition, each monthly report shall include the following for each LBE/MBE/WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE/MBE/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 monthly report.

C. REMEDIES.

Subject to the provisions of Section 9.1 of the 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 an event of default and the UG shall have those remedies set forth in Section 9.2 of the Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after reviewing Developer's Reports, UG believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. Remedies shall be available as set forth in the Agreement. In addition, the UG shall have the right to an annual increase of the PILOT payments for the term of the IRBs as set forth in **Exhibit H** attached to the Agreement.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ________________________________
Douglas G. Bach
County Administrator

Date:_________________________, 2020

LEGENDS 267, LLC

By:_________________________________
Bob Becker, Managing Member

Date:_________________________, 2020

Attachment A
Unified Government
Project Utilization Plan
Date:________________
Project Name:_____________________________

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	**0**			**0**	**#DIV/0!**	**0**	**#REF!**		

Attachment B
LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT

Month, Year

CONSTRUCTION

APPLICABLE TRADES

	Goal		Actual
Total by Classification	0.00%	LBE	0.00%
	0.00%	MBE	0.00%
	0.00%	WBE	0.00%

Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIP)	LBE		MBE		WBE		Ceritifying Agency or Local Zip Code
					$	%	$	%	$	%	
Bid Package #1											
Bid Package #2											
Bid Package #3											
Bid Package #4											
Bid Package #5											
Total Applicable Contract Volume Awarded To Date											
					$	%	$	%	$	%	
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE		

Attachment C

LBE/MBE/WBE COMPLIANCE

SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD

GOODS, SUPPLIES, and OTHER SERVICES	Total	Class	Percent	Comments
Total $ Awarded				
Total $ Expended				
Total $ MBE		% MBE		
Total $ WBE		%WBE		
Total $ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

EXHIBIT K

Required Sidewalks

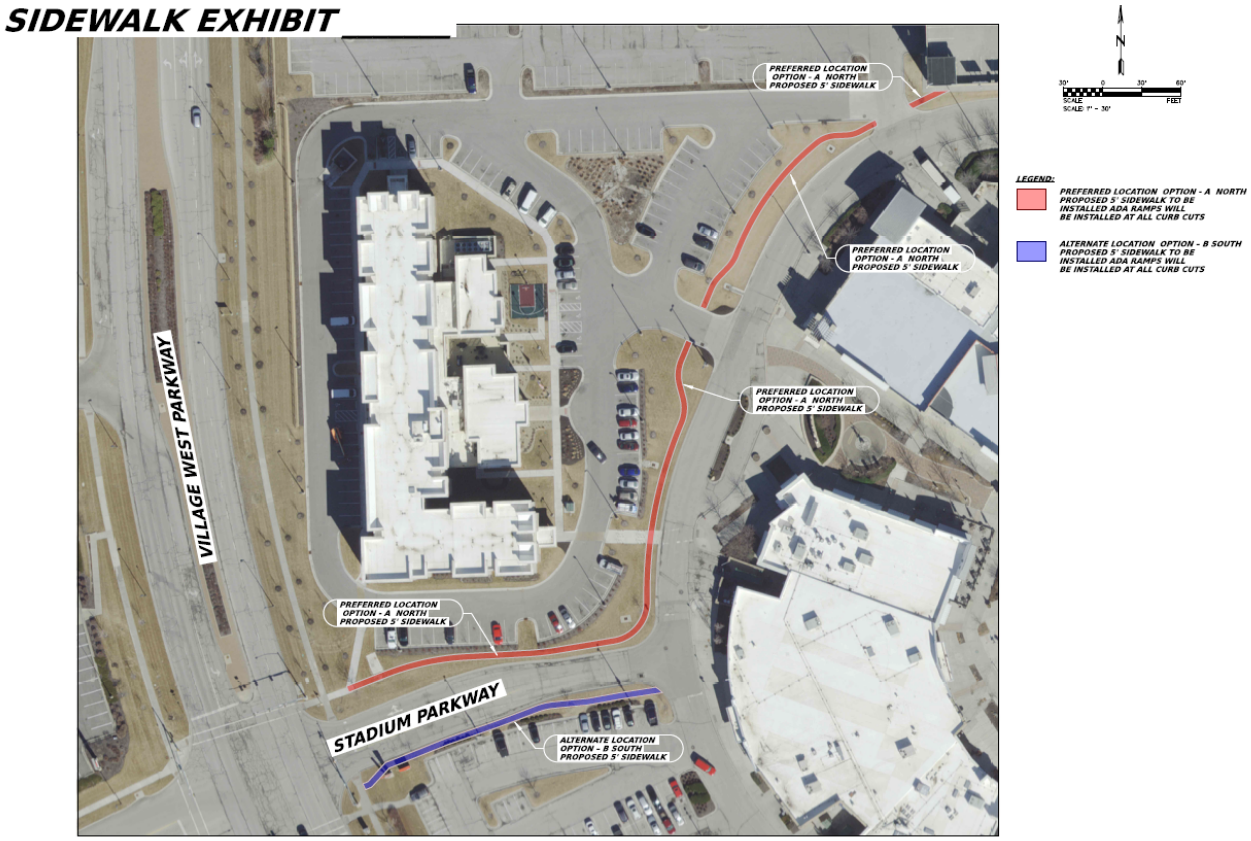

EXHIBIT L

Guaranty

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT dated as of ____________________, 2020 (this "**Guaranty**") is entered into by and between BECK-CAL, LLC, a Missouri limited liability company ("**Beck-Cal**"), Charles M. Calvert and Nancy A. Calvert, husband and wife (the "**Calverts**"), and Robert J. Becker and Stacey J. Becker, husband and wife (collectively, Beck-Cal, the Calverts and the Beckers are referred to herein as "**Guarantor**") and the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (the "**UG**").

WITNESSETH:

A. The UG and Legends 267, LLC, a Missouri limited liability company ("**Developer**") entered into that certain Amended and Restated Development Agreement for Legends Apartments and Garage dated as of ____________________, 2020 (the "**Agreement**"; all capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement).

B. Guarantor is the parent company of Developer.

C. Guarantor desires that the UG enter into the Agreement with Developer.

D. As a condition of entering into the Agreement, the UG has required the execution and delivery of a guaranty in the form hereof by Guarantor.

E. The CID Proceeds derived from the issuance of the CID Bonds are to be made available to Developer pursuant to the Agreement and the Transaction Documents, to be applied by Developer to pay or reimburse a portion of the costs the CID Improvements for the benefit of Developer.

G. Developer and Guarantor each separately and together derive substantial corporate benefit from the operations of Developer and the availability to Developer of the STAR Bond Proceeds, and the transactions contemplated in the Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the UG to enter into the Agreement and satisfy the terms thereof, Guarantor does hereby covenant and agree with the UG as follows:

ARTICLE I
REPRESENTATIONS OF THE GUARANTOR

Section 1.1. Guarantor's Representations. Guarantor does hereby represent and warrant that:

(a) Beck-Cal is a limited liability company duly organized and in good standing under the laws of the State of Missouri, is not in violation of any provision of its Operating Agreement, has not received notice and has no reasonable grounds to believe that it is in violation of any of the applicable laws which would have a material impact upon Developer or Guarantor or their obligations under the Agreement or this Guaranty, has power to enter into this Guaranty, has duly authorized the execution and delivery of this Guaranty by proper corporate actions, and neither this Guaranty nor the agreements herein contained contravene or constitute a default under any agreement, instrument or indenture or any provision of its Operating Agreement or any other requirement of law; and

(b) The execution of this Guaranty and the assumption by Beck-Cal of its obligations hereunder will result in a direct financial benefit to it.

(c) The Calverts are individuals residing in the State of _____________, and the execution of this Guaranty and the assumption by the Calverts of their obligations hereunder will result in a direct financial benefit to them.

(d) The Beckers are individuals residing in the State of _____________, and the execution of this Guaranty and the assumption by the Beckers of their obligations hereunder will result in a direct financial benefit to them.

ARTICLE II
THE GUARANTY

Section 2.1. Guaranty. Guarantor hereby unconditionally guarantees to the UG: (a) the full and prompt completion of Developer's obligations to construct the Project under Section 2.2 of the Agreement; and (b) the full, prompt and complete performance of the terms and conditions set forth in the following provisions of the Agreement: 7.2 (Use and Operation), 7.4 (Maintenance and Use), 7.5 (Compliance), 7.6 (Payment of Taxes and Other Charges), 7.7 (Payment of Obligations), 7.8 (Liens and Encumbrances), 7.9 (Licenses and Permits), 7.10 (Insurance), 7.11 (Damage, Destruction, or Condemnation), 7.12 (Indemnity), and 8.2 (LBE/WBE/MBE Employment Opportunity Goals) [collectively, Section 2.1(a) and (b) constitute the "**Guaranteed Obligations**"]. The Guaranteed Obligations shall only apply to property owned by Developer and/or its Affiliates.

All payments by the Guarantor shall be made in lawful money of the United States of America. Each and every default by Developer as respects payment or performance of the Guaranteed Obligations shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

Section 2.2. Guaranteed Obligations. Without limiting the generality of the foregoing, Guarantor does hereby unconditionally and absolutely guarantee to the UG the full, prompt and complete performance by Developer of, all and singular, the Guaranteed Obligations. If Developer (i) fails or neglects to complete construction of the Project within the time therein specified, free and clear of liens and fully paid for (or any liens are bonded over); or (ii) fails to promptly pay or perform the obligations set forth in the provisions of the Agreement which are identified in Section 2.1(b) above, then the UG, in addition to the UG's other rights, remedies, and resources, whether existing hereunder, under the Agreement or otherwise, may proceed under this Article II. In any such event, after the UG notifies Developer of Developer's failure to satisfy the Agreement in regard to the conditions set forth above, and following expiration of the applicable cure period as provided in the Agreement, Guarantor agrees, at Guarantor's sole cost and expense, (a) to perform and discharge any such obligations in accordance with and subject to the Agreement, (b) to diligently pursue such performance in order to fully and completely perform and discharge any and all such obligations of the Agreement within the time and in the manner specified in and in accordance with the Agreement, and/or (c) to commence completion (or cause Developer to commence completion) of construction of required Improvements in accordance with and subject to the Agreement and to diligently pursue such construction in order to complete the Improvements within the time and in the manner specified in and in accordance with the Agreement free of liens (or any liens bonded over) and fully paid for.

Section 2.3 Guaranty Unconditional. Subject to the provisions of 10.2 of the Agreement, the several obligations of the Guarantor under this Guaranty shall be absolute and unconditional and shall remain in full force and effect until the Guaranteed Obligations shall have been paid and performed, or provision made for such payment and performance, and such Guaranteed Obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the Guarantor:

(a) The failure to give notice to the Guarantor of the occurrence of an event or default under the terms and provisions of this Guaranty or the Agreement;

(b) The waiver of the payment, performance or observance by the UG or the Guarantor of any of the obligations, covenants or agreements of any of them contained in the Agreement or in this Guaranty;

(c) The extension of the time for payment or performance under this Guaranty or of the time for performance of any other obligations, covenants or agreements under or arising out of the Agreement or the extension or the renewal of either;

(d) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Agreement;

(e) The taking or the omission of any of the actions specified in the Agreement, the Transaction Documents or under this Guaranty;

(f) Any failure, omission, delay or lack on the part of the UG to enforce, assert or exercise any right, power or remedy conferred on the UG in this Guaranty, or any other act or acts on the part of the UG;

(g) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling or assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the UG, the Developer or the Guarantor or any of the assets of any of them, or any contest of the validity of this Guaranty in such proceeding;

(h) To the extent permitted by law, the release or discharge, by operation of law, of the Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty; or

(i) The default or failure of the Guarantor to perform fully any of its obligations set forth in the Guaranty.

Section 2.4 No Set-Off. No set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Guarantor has or may come to have against the UG shall be available hereunder to the Guarantor against the UG respecting its obligations hereunder; provided that nothing contained herein shall prohibit the Guarantor from asserting any separate or related claim against the UG in a separate proceeding, which proceeding shall in no way delay the prompt performance by the Guarantor of its obligations hereunder.

ARTICLE III
REMEDIES ON DEFAULT

Section 3.1 Default Remedies. Upon a default in any Guaranteed Obligations when and as the same shall become due (after expiration of any applicable notice and cure periods) whether at the stated maturity thereof, by acceleration or otherwise, the UG may proceed hereunder, and the UG in its sole discretion, shall have the right to proceed first and directly against the Guarantor under this Guaranty to the extent of the Guarantor's obligations hereunder without proceeding against or exhausting any other remedies which the UG may have and without resorting to any other security held by the UG.

Section 3.2 Waiver of Notice. The Guarantor hereby expressly waives notice from the UG of its acceptance and reliance on this Guaranty. The Guarantor agrees to pay all reasonable costs, expenses and fees, including all reasonable attorneys' fees and expenses, which may be incurred by the UG in enforcing or attempting to enforce this Guaranty following any default on the Guarantor's part hereunder, whether the same shall be enforced by suit or otherwise.

Section 3.3 Remedies not Exclusive. No remedy herein conferred upon or reserved to the UG is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the UG to exercise any remedy reserved to it in this Guaranty, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any provision contained in this Guaranty should be breached by the

Guarantor and thereafter such breach is duly waived by the UG, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but may be effected solely by an instrument in writing duly executed by the UG. Notwithstanding the foregoing, Guarantor's liability hereunder for monetary amounts shall be limited to the actual amount of damages, if any, in question, and under no circumstances shall Guarantor be liable for any remote or consequential damages.

ARTICLE IV
GENERAL COVENANTS AND AGREEMENTS

Section 4.1. Corporate Existence. Beck- Cal agrees that Guarantor will maintain its corporate existence, will not sell, loan, transfer or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation, unless the transferee of such assets or the resulting or surviving corporation shall be incorporated and existing under the laws of one of the States of the United States of America, shall have a net worth of not less than $5,000,000 and shall assume in writing all of the obligations of such Guarantor hereunder.

Section 4.2. Beneficiaries. This Guaranty is entered by the Guarantor for the benefit of the UG and the Bond Trustee under the STAR Bond Indenture.

Section 4.3 Submission to Jurisdiction; Appointment of Agent. Guarantor covenants that it is and, except in the event of a transfer of all or substantially all of its assets or a merger or a consolidation expressly permitted by Section 4.1 above, will remain subject to service of process in the State of Kansas so long as this Guaranty is in effect. The Guarantor hereby designates and appoints, without power of revocation, ___________________________ to serve as its agent for service of process. If ___________________________ is no longer qualified to receive service of process in Kansas, the Guarantor shall promptly appoint another qualified entity to receive service of process and, until Guarantor makes such appointment, Guarantor hereby designates and appoints the Secretary of State of the State of Kansas as its agent for service of process.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Definitions of Words and Terms. For all purposes of this Guaranty, except as otherwise provided or unless the context otherwise requires, words and terms used in this Guaranty have the same meanings as set forth in the Agreement.

Section 5.2 Guaranty Binding on Successors. The agreements obtained herein on the part of the Guarantor shall inure to and be binding upon its successors and assigns, including without limitations any successor or assign in any transaction expressly permitted by Section 4.1 above.

Section 5.3 Entire Agreement. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Guarantor and the UG with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

Section 5.4 Term. This Guaranty shall be continuing and there shall be no termination as respects Guarantor's liability or responsibility hereunder for or with respect to any of the Guaranteed Obligations. When each and all of the Guaranteed Obligations have been fully and completely paid and performed, Guarantor shall have the right to request that UG certify that this Guaranty is terminated, and if UG, acting reasonably, determines that the requirements herein have been satisfied, it will certify to Guarantor that this Guaranty is terminated and shall return to Guarantor the original copy of this Guaranty. Notwithstanding the forgoing, the Guaranty shall automatically terminate upon the termination or expiration of the Development Agreement.

Section 5.5 Joint and Several Liability. Each of the Calverts, the Beckers and Cal-Beck hereby agree that they shall be jointly and severally liable to the UG as "Guarantors" hereunder.

Section 5.6 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty shall not affect the validity or enforceability of any remaining portions of this Guaranty.

Section 5.7 Governing Law. This Guaranty shall be governed by and be construed and interpreted in accordance with the laws of the State of Kansas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Guarantor has caused this Guaranty to be executed in its name and behalf and its corporate seal to be affixed hereto and attested by its duly authorized officers as of the date first above written.

____

Robert J. Becker

____

Stacey J. Becker

____

Charles M. Calvert

____

Nancy A. Calvert

and

BECK-CAL, LLC, a Missouri limited liability company, as Guarantor

By: _________________________________
Robert J. Becker, Managing Member

ACCEPTED:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________
Name: ____________________________
Title: _____________________________

THE "UG"

RESOLUTION NO. R-____-20

A RESOLUTION ADOPTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LEGENDS APARTMENTS AND GARAGE AND RELATED ASSIGNMENT AND ASSUMPTION AGREEMENT.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Legacy KCK Westside Venture, LLC, a Kansas limited liability company ("Legacy"), entered into that certain Development Agreement for Legends Apartments and Garage dated November 15, 2015 (as amended, the "Original Agreement") pertaining to the design, development, and construction of a first-class luxury apartment building, along with structured parking and related amenities (the "Project"), on certain real property generally located adjacent to the Legends Shopping Center on the south side of Parallel Parkway, east of 110th Street in Kansas City, Kansas (the "Project Site");

WHEREAS, Legends 267, LLC, a Missouri limited liability company ("Developer"), has the right to purchase the Project Site from Legacy and in connection with such conveyance, Legacy will assign to Developer all of Legacy's right, title and interest in and to the Original Agreement;

WHEREAS, the Original Agreement requires Legacy to obtain the UG's prior written consent with respect to any sale or disposition of the Project Site;

WHEREAS, development of the Project should attract new residents to the community, help provide convenient parking in Village West and otherwise stimulate the economy of Wyandotte County through additional real property taxes, sales taxes, and other indirect spending at other nearby businesses when residents visit the surrounding businesses, and provide a work force for Wyandotte County employers, 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: (i) the Assignment and Assumption Agreement, attached hereto as **Exhibit A** (the "Assignment"), with Legacy and Developer; and (ii) the Amended and Restated Development Agreement for Legends Apartments and Garage, attached hereto as **Exhibit B** (the "Development Agreement"), with Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE UGOVERNING BODY:

Section 1. The Governing Body hereby approves the Assignment and the Development Agreement in substantially the forms attached hereto.

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

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

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____TH DAY OF _______________, 2020.

____
David Alvey, Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

<u>EXHIBIT A</u>

Assignment

[To be attached.]

EXHIBIT B

Development Agreement

[To be attached.]

Staff Request for Commission Action

Tracking No. 20520

Full Commission Meeting Date: 12/17/2020

Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/2020 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/17/2020	Debbie Jonscher, Alyse Villarreal, Kathleen VonAchen	x5847, x5273, x5186	djonscher@wycokck.org, avillarreal@wycokck.org, kvonachen@wycokck.org	Finance

Item Description:

Resolution authorizing the offering for sale of municipal temporary notes and general obligation bonds of the Unified Government of Wyandotte County/Kansas City, Kansas; requesting the Public Building Commission of the Unified government to issue its leasehold revenue bonds.

Action Requested:

Adopt resolution

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Sale Resolution Bonds 2021-A and Notes 2021-1 (UG 2021)

RESOLUTION NO. _______________

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS LEASEHOLD REVENUE BONDS.

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer" or the "Unified Government") has previously authorized certain internal improvements described as follows (the "Improvements"):

Improvements to be Funded with General Obligation Bonds and/or Municipal Temporary Notes

CMIP	Project Name	Estimated Project Costs to be Financed
9410919	Fairfax Industrial Area Improvements, 2019	$100,000
9410920	Fairfax Industrial Area Improvements, 2020	$100,000
9480319	Annual ADA Modif-UG Facilities, 2019	$100,000
9480320	Annual ADA Modif-UG Facilities, 2020	$100,000
9430121	Priority Traffic Signal Replace, 2021	$200,000
9411220	Annual Alley Improvement Program, 2020	$300,000
9411221	Annual Alley Improvement Program, 2021	$300,000
9420119	Annual Emergency Bridge Repair, 2019	$300,000
9420120	Annual Emergency Bridge Repair, 2020	$300,000
9430118	Priority Traffic Signal Replace, 2018	$300,000
9430116	Priority Traffic Signal Replacements, 2016	$360,000
9430120	Priority Traffic Signal Replace, 2020	$400,000
9480218	Fac/Parking Annual Maint/Rep, 2018	$550,000
9480220	Fac/Parking Annual Maint/Rep, 2020	$700,000
9480221	Fac/Parking Annual Maint/Rep, 2021	$700,000
9430119	Priority Traffic Signal Replace, 2019	$800,000
9410321	Annual Concrete Repair Program, 2021	$1,772,000
9411121	Annual Pavement Preservation Program, 2021	$3,000,000
1054	Fiber Connectivity Projects	$2,115,000
1071	Brune Elementary Road Improvements	$2,000,000
1072	6th St. Improvements, Ann Ave. to Central Ave.	$650,000
1073	7th St./US-69 and Central Ave. Reconstruction	$2,000,000
1225	Rte 107 Bus Stop & Station Upgrades	$235,000

1609	Hutton & Leavenworth Road Intersection	$1,000,000
1612	Leavenworth Road, 78th - 63rd Street	$9,000,000
1614	Metropolitan Bikeway Improvement	$350,000
1615	131st St and Leavenworth Rd Intersection Reconstruction	$1,100,000
1618	Hutton & Donahoo Rd Intersection Improvements	$350,000
1619	Minnesota Ave., from 6th St. to 7th St. Improvements	$1,230,000
1620	Interstate 70 and Turner Diag. Interchange Reconstruction	$7,500,000
2141	Holiday Drive Bridge Replacements	$1,300,000
2142	North 34th Street Box Culvert	$380,000
2169	Bridge #223 (36th and Ohio Ave.) Replacement	$410,000
2170	Bridge #210 (18th St.) over Turkey Creek	$150,000
3037	Safe Routes to Schools-Phase G (Northwest Middle and Caruthers Elem.)	$528,000
3304	Pavement Marking & Signing Program	$50,000
3334	Safe Routes to School, Group D	$300,000
4253	WyCo County Park Road Repairs	$200,000
4425	WyCo Lake Waterline Study & Repair	$1,540,000
7301	Technology Projects	$486,000
7308	Infrastructure Migration	$75,000
7404	Bonded Equipment	$1,297,500
7847	Hardscaping/Landscaping	$100,000
8096	Future Fire Station 2021	$3,580,000
8176	City Hall Structure Study and Stabilization	$1,000,000
8212	Police Tow Lot	$6,000,000
8419	Police Station Annual Maintenance Program	$50,000
8420	Police Station Major Facility Improvements	$50,000
8513	Facilities/Parking Annual Maintenance and Repair, 2021	$200,000
9232	Maintenance Facility KS Ave	$2,000,000
	SUBTOTAL	**$57,608,500**
9460520	Sewer Main Extension. 2020	$1,500,000
5057	Kansas Levee Betterment	1,050,000
6039	Relocation of Sewer Maintenance Facilities	$7,500,000
6045	Kaw Point Bio solids Digestion	$18,500,000
6047	Plant 20 Biosolids Dewatering	$5,000,000
6048	Green Infrastructure Improvements	$2,000,000
6056	Wolcott Expansion/Conner Creek	$42,500,000
6125	CID Dump Station Improvements /Relocation	$1,000,000

6131	Pump Station 18, 5, 4 Upgrade	$4,450,000
6132	Pl 20 & 3 Equipment and Structural Rehab	$3,000,000
6213	Lombardy Dr Sanitary Sewer Improvements	$1,700,000
6354	Pump Stations SCDA	$9,500,000
	SEWER SUBTOTAL	**$97,700,000**
5045	51st N of Cleveland RCB Replacement	$700,000
5046	Stream Bank Stabilization Improvements, 2017-19	$100,000
5057	Kansas Levee Betterment	$2,050,000
	STORM SUBTOTAL	**$2,850,000**
	Total	**$158,158,500**

Improvements to be Funded with PBC Leasehold Revenue Bonds

CMIP	**Project Name**	**Estimated Project Costs to be Financed**
8219	Jail - System Ionization Project	$100,000
8220	Courthouse	$4,375,000
	Total Public Building Commission	**$4,475,000**

WHEREAS, it is necessary for the Issuer to provide cash funds to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of one or more series of temporary notes of the Issuer; and

WHEREAS, pursuant to Charter Ordinance No. CO-03-09, K.S.A. 12-1770 *et seq.*, K.S.A. 17-4754, and Article 12, Section 5 of the Constitution of the State of Kansas the Unified Government previously exercised its authority to issue and sell its general obligation bonds and/or temporary notes for the purpose of funding certain of the Improvements described herein;

WHEREAS, the Issuer under the authority of K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98 (jointly, the "PBC Act"), has previously created the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation within the State of Kansas (the "PBC"); and

WHEREAS, the Issuer has previously issued $50,395,000 principal amount of Municipal Temporary Notes, Series 2020-I (the "Existing Notes"); and

WHEREAS, all aspects of the Improvements being financed with the temporary notes will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes and to temporarily finance a portion of the costs of the Improvements by the issuance of one or more series of additional temporary notes of the Issuer; and

WHEREAS, the Issuer desires to issue its general obligation bonds in one or more series in order to permanently finance a portion of the costs of the Improvements and to retire a portion of the Existing Notes which were issued to temporarily finance a portion of the costs of the Improvements; and

WHEREAS, the PBC has the power and the authority under the PBC Act to issue revenue bonds to provide funds for the purpose of paying all or a portion of the costs of the Improvements; and

WHEREAS, the Issuer desires the PBC to issue its revenue bonds in one or more series in order to permanently finance a portion of the costs of the Improvements; and

WHEREAS, the Issuer hereby selects the firm of Baker Tilly Municipal Advisors, LLC, Saint Paul, Minnesota ("Municipal Advisor"), as Municipal Advisor for one or more series of municipal temporary notes and one or more series of general obligation bonds of the Issuer, to be issued in order to provide funds to pay the costs of the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, Chief Financial Officer, and other officers and representatives of the Issuer to proceed with the offering for sale of said municipal temporary notes and general obligation bonds, and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said municipal temporary notes and general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, Chief Financial Officer, and other officers and representatives of the Issuer to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said municipal temporary notes and general obligation bonds.

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

Section 1. **General Obligation Financing Authorized.** The Issuer is hereby authorized to offer at competitive public sale one or more series of municipal temporary notes and one or more series of general obligation bonds to fund total project costs of approximately $158,158,500 plus interest and costs of issuance (collectively, the "Obligations") as described in the Notice of Sale to be prepared by officials and representatives of the issuer, as authorized below. Such project costs may be paid through the issuance of tax-exempt or taxable Obligations.

Section 2. **PBC Financing Requested.** It is requested that the PBC issue its revenue bonds in accordance with the provisions of the PBC Act and all other laws of the State of Kansas for the purpose of financing a portion of the Improvements. The Issuer hereby declares intent to enter into a lease or lease purchase agreement with PBC pursuant to the PBC Act to provide for the source of repayments of the revenue bonds of the PBC and other related expenses of the PBC.

Section 3. **Preliminary Official Statement.** The Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Obligations.

Section 4. **Notice of Bond Sale.** The Chief Financial Officer, in conjunction with the Municipal Advisor and Gilmore & Bell, P.C., Kansas City, Missouri ("Bond Counsel"), is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Wyandotte County, Kansas, and the ***Kansas Register*** and is hereby authorized to distribute copies of the Notice of Sale and Preliminary Official Statement relating to the Obligations to prospective purchasers of the Obligations. Bids for the purchase of the Obligations shall be submitted upon the terms and conditions set forth in said Notice of Sale, and shall be delivered to the governing body at its meeting to be held on the date of such sale, at which meeting the governing body shall review such bids and shall award the sale of the Obligations or reject all bids for a particular series of the Obligations.

Section 5. **Compliance with Federal Securities Laws.** For the purpose of enabling the purchaser(s) of the Obligations (collectively, the "Purchasers") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of the Preliminary Official Statement; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchasers to comply with the requirement of the Rule.

The Issuer agrees to provide to the Purchasers within seven business days of the date of the sale of Obligations or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchasers, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchasers to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. **Further Authority.** The Mayor/Chief Executive, Chief Financial Officer, Clerk and the other officers and representatives of the Issuer, Bond Counsel and the Municipal Advisor are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Obligations.

Section 7. **Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on December 17, 2020.

(SEAL)

____

Mayor/Chief Executive Officer

ATTEST:

____

Clerk

Staff Request for Commission Action

Tracking No. 20530

Full Commission Meeting Date: NA
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/2020 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2020	Kathleen VonAchen, Reginald Lindsey	x5186, x5292	kvonachen@wycokck.org, rlindsey@wycokck.org	Finance

Item Description:

Report: Third Quarter Budget to Actuals.
and
CARES PPI: Summary of Wyandotte County CARES Act direct aid and reimbursement on Unified Government's budget.

For Information Only.

Action Requested:
Information only

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
UG Quarterly Financial Report FY 2020 Q3 Final, CARES PP1

Third Quarter 2020 Budget to Actuals Trend Analysis

QUARTERLY FINANCIAL REPORT

This document has been prepared by the Finance department.
Please direct any inquiries to the Budget Director, Reginald Lindsey at 913-573-5292

Contributing Staff

Kathleen VonAchen	CFO
Deborah Jonscher	Deputy CFO
Reginald Lindsey	Budget Director
Michael Peterson	Assistant Budget Manager
Deasiray Bush	Budget Analyst
Judi Her	Budget Analyst
Alyse Villarreal	Debt Coordinator
Claudia O'Connell	Budget Intern

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Quarterly Financial Report

Third Quarter of 2020

The Unified Government has completed the third quarter of the 2020 fiscal year which began in January 2020. This report summarizes the activities of the General Funds, and is not meant to be inclusive of all financial transactions. We hope this report provides our residents with an overview of the Unified Government's financial performance.

The General Funds consist of the City General Fund, the County General Fund, and the Consolidated Parks Fund. They are the primary operating funds of the Unified Government and are used to account for a majority of operating activities. Other large funds, such as the Emergency Medical Services Fund, Dedicated Sales Tax Fund, Sewer Enterprise Fund and the Street & Highway Fund, account for a good portion of the remaining financial activities.

The total 2020 Amended Budget is $379.5M which consists of $220.2M for the General Funds, $54.7M for Other Tax Levy Supported Funds and $104.5M for Non-Tax Levy Supported Funds. The General Fund Budget does not include the annual appropriation for debt service contingency of $10.08M.

This report focuses on the General Funds. Financial performance of all other funds may be found on the last page.

CONSOLIDATED GENERAL FUND BALANCE

In measuring financial performance, it is recommended to review the collections and spending of resources through the current period and compare this information with the prior fiscal year for the same period. The following table is the financial overview of the Consolidated General Fund for the third quarter period of 2019 in comparision to the same period in 2020. This data includes all three general funds.

CONSOLIDATED GENERAL FUND	FY 2019			FY 2020		
		3rd Qtr YTD	% of		3rd Qtr YTD	% of
numbers in 000's	Budget	Actual	budget	Budget	Actual	budget
Revenues	$ 216,843	$ 174,808	80.6%	$ 202,109	$ 171,400	84.8%
Expenditures	$ 220,488	$ 156,399	70.9%	$ 214,869	$ 147,927	68.8%
Net Alloc & Transfers	$ 285	$ 155	54.5%	$ 1,910	$ 686	35.9%
Net Change	$ (3,359)	$ 18,564		$ (10,850)	$ 24,158	
Balance, Start of Year	$ 25,785	$ 26,853		$ 23,494	$ 27,963	
Balance Year-to -Date	$ 22,425	$ 45,418		$ 12,644	$ 52,121	

Table 1: Consolidated General Fund Schedule of Revenues, Expenditures and Changes in Fund Balance

- The 2020 Amended revenue budget was adjusted down $18.6M from the original budget based on projected COVID impacts. Revenue collections are 4.8% higher than prior year as a percent of the budget. Year to date collections are down $3.4M from 2019 3rd quarter. The higher revenue collections are due better sales tax performance than anticipated during this pandemic.
- Expenditures for the Amended budget were reduced by $9.4M to help offset the projected revenue shortfall. Third quarter expenditures are 2.1% lower than prior levels for this adjusted budget level. Year to date expenditures are down $8.47M from prior year spending for the same period.
- The beginning fund balances are on a cash basis and the actual beginning balances are updated based on the comprehensive annual financial report for the prior year.
- The General Fund's Revenues and Expenditures do not include the annual appropriation for debt service contingency of $10.08M.

CITY GENERAL FUND REVENUES

The City General Fund is the principal operating account of Kansas City, KS. Revenue is received from taxes, fees, intergovernmental revenue, charges for services, and other sources. The General Fund is used to support general operations, including Police, Fire, Municipal Court, Public Works, general services functions and administrative programs. City General Fund revenues are also used to finance the purchase of equipment and capital projects not financed with debt.

City General Fund Revenues *numbers in 000s*	2020 Amended Budget	2020 3rd Qtr YTD Actual	% Rev Collected
Property Tax	$ 24,075	$ 24,207	100.5%
Sales Tax	$ 38,706	$ 33,225	85.8%
Other Tax	$ 50,181	$ 37,677	75.1%
Permits/Licenses	$ 1,294	$ 979	75.6%
Intergovernmental Revenues	$ 735	$ 758	103.1%
Charges for Service	$ 10,073	$ 7,670	76.1%
Fines, Forfeits, Fees	$ 2,105	$ 1,475	70.1%
Misc. & Transfers-In	$ 12,733	$ 6,555	51.5%
Total	**$ 139,902**	**$ 112,547**	**80.4%**

Table 2: City General Fund YTD Revenues as a % of Budget

Eighty percent (80.4%) of actual City General Fund revenue has been collected through September 30, 2020; 5.4% higher than the 75% quarterly target. *Table 2* shows the actual collections by major revenue source category and the percent collected compared to the budget. *Table 3* shows that collected revenues are below revenues collected for the same period last year with increases for Transfers-In and Misc revenues being offset by reduced revenues from other sources.

Tax Revenue collections are at 84.2% of the amended budget. Property taxes account for $24.2M or 100.5% of projected property tax revenues due to both halves of the tax payment being due and lower than anticipated delinquency rates. Sales and use tax revenues total $33.2M and are 10.8% above target. Franchise and otehr taxes ended the quarter 0.1% above target.

City General Fund Revenues *numbers in 000s*	2019 3rd Qtr YTD Actual	2020 3rd Qtr YTD Actual	Increase/ Decrease
Property Tax	$ 23,289	$ 24,207	$ 918
Sales Tax	$ 32,497	$ 33,225	$ 728
Other Tax	$ 39,900	$ 37,677	$ (2,223)
Permits/Licenses	$ 1,134	$ 979	$ (156)
Intergovernmental Revenues	$ 687	$ 758	$ 71
Charges for Service	$ 8,271	$ 7,670	$ (600)
Fines, Forfeits, Fees	$ 3,012	$ 1,475	$ (1,537)
Misc. & Transfers-In	$ 3,684	$ 6,555	$ 2,871
Total	**$ 112,476**	**$ 112,547**	**$ 71**

Table 3: City General Fund Revenues Year to Year Comparison

Permits & Licenses collections include landlord rental licenses and right-of-way permits. Collections are at 75.6% of targeted revenues; slightly below the revenues collected in the prior year. The majority of permit and license categories are coming in lower than prior year levels for this quarter.

Charges for Service including residential trash fees and building inspection fees ended the quarter at target with notable second quarter shortfalls in building inspection, a 35% drop, and planning review fees, a 40% drop, from the prior year.

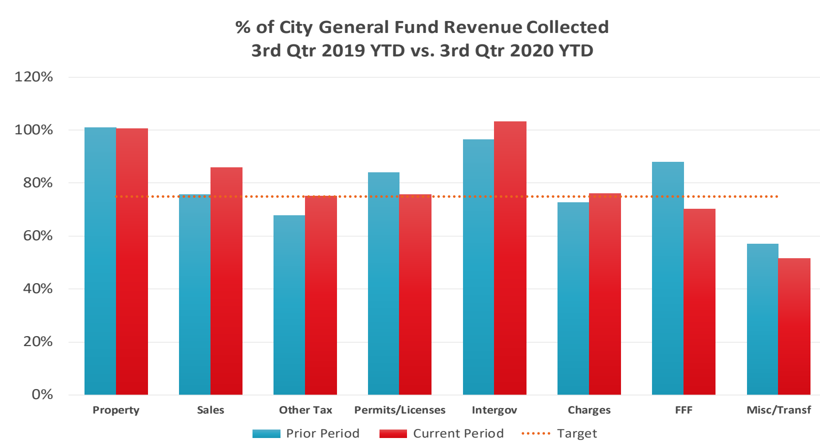

Figure 1: City General Fund Prior Year vs. Current Year

Fines, Forfeits, Fees include Municipal Court revenue and are 4.9% below the 75% revenue target for the 3rd quarter. Municipal Court collections are down 45% from prior year levels and make up 52% of this revenue category.

Misc. & Transfers-In include interest, reimbursements, sale of land, transfers and indirect charges and ended 23.5% below target. These revenues fluctuate throughout the year.

CITY GENERAL FUND EXPENDITURES

City General Fund Expenditures *numbers in 000s*	2020 Amended Budget	2020 3rd Qtr YTD Actual	% of Budget
Personnel	$ 112,421	$ 75,894	67.5%
Services	$ 22,151	$ 15,977	72.1%
Supplies	$ 5,031	$ 2,884	57.3%
Grants, Claims	$ 4,758	$ 3,443	72.4%
Misc. & Transfers-Out	$ 1,325	$ 342	25.8%
Capital Outlay	$ 1,414	$ 1,173	82.9%
Total	**$ 147,100**	**$ 99,713**	**67.8%**

Table 4: City General Fund YTD Expenditures as a % of Budget

Personnel expenditures ended the quarter 7.5% below target. 3rd Quarter actuals are impacted by $4.8M of CARES public safety reimbursement as well as holding city positions vacant.

Services expenses ended 2.9% lower than the amended budget. Major expenses paid in this category are transit contract fees, software maintenance, clearance and demo fees, city jail expenses, and the trash contract.

Supplies are trending 17.7% below budget, with the most notable savings being in fuel lines trending at 47% of budget and clothing expenses trending at 60% of budget for the 3rd quarter.

Grants, Claims ended the quarter 2.6% below trend. Legal claims are at 96% of budget for the 3rd quarter, being offset by tax payments and grants that normally occur at year end.

City General Fund Expenditures *numbers in 000s*	2019 3rd Qtr YTD Actual	2020 3rd Qtr YTD Actual	Increase/ Decrease
Personnel	$ 80,507	$ 75,894	$ (4,612)
Services	$ 17,388	$ 15,977	$ (1,412)
Supplies	$ 3,802	$ 2,884	$ (918)
Grants, Claims	$ 3,375	$ 3,443	$ 68
Misc. & Transfers-Out	$ 520	$ 342	$ (177)
Capital Outlay	$ 1,675	$ 1,173	$ (502)
Total	**$ 107,266**	**$ 99,713**	**$ (7,553)**

Table 5: City General Fund Expenditures Year to Year Comparison

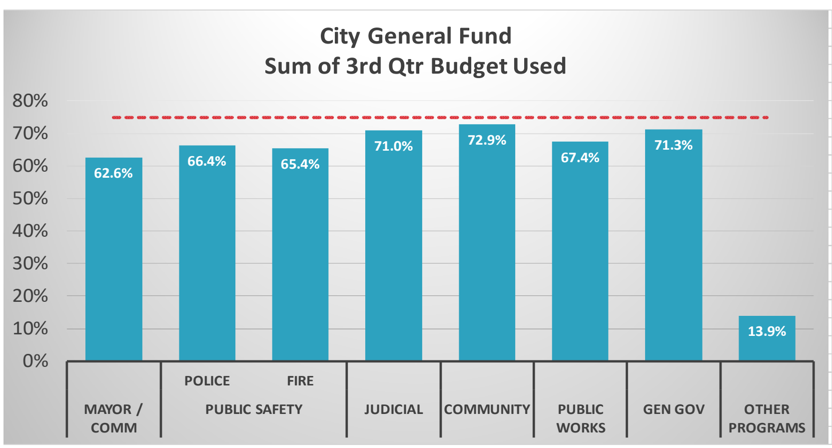

Figure 2: City General Fund Dept. Expenditures as a % of Budget

Misc & Transfers-Out ended the quarter with 25.8% of its budget being used. This category primarily consists of contingencies that are transferred if needed during the year and transfers-out which are spread by quarter through the year.

Capital Outlay spend rate ended the the quarter at 82.9% of budget. Capital expenditures were reduced by $3.4M for the amended budget to $1.4M. The remaining Capital budget is associated with lease payments owed on capital obligations financed in prior years.

City departments are overall in line with budgeted expenditures. Police and Fire are showing a more significant savings than would be typical at this time due to the high percentage of their budget that is allocated to personnel and having $4.8M of personnel expenditures reimbursed through CARES/SPARK funding due to COVID-19 impacts on public safety operations.

COUNTY GENERAL FUND REVENUES

The County General Fund is the principal operation account of Wyandotte County. Revenue is received from taxes, fees, intergovernmental revenue, charges for services, and other sources. The County General Fund is used to support general operations including Emergency Management, Sheriff, Emergency Dispatch, Court programs, Public Works, general services functions, and administrative programs. County General Fund revenues are also used to finance the purchase of capital equipment and capital projects which are not debt financed.

County General Fund Revenues *numbers in 000s*	2020 Amended Budget		2020 3rd Qtr YTD Actual		% Rev Collected
Property Tax	$	39,714	$	40,081	100.9%
Sales Tax	$	6,054	$	5,239	86.5%
Other Tax	$	8,397	$	6,864	81.7%
Permits/Licenses	$	1,015	$	699	68.8%
Intergovernmental Revenues	$	66	$	56	85.1%
Charges for Service	$	1,766	$	955	54.0%
Fines, Forfeits, Fees	$	2,708	$	1,838	67.9%
Misc. & Transfers-In	$	3,897	$	2,788	71.5%
Total	**$**	**63,618**	**$**	**58,519**	**92.0%**

Table 6: County General Fund YTD Revenues as a % of Budget

County General Fund revenue ended the third quarter of 2020 exceeding the budgeted revenue targets by 17%. *Table 6* shows the actual collections by major revenue source category and the percent collected compared to the budget. *Table 7* shows where revenues are trending in comparison to the same period last year with revenues being recieved in line with collections for the prior year with higher property tax collections offsetting other shortfalls.

Tax Revenue collections are at 94.4% of the 2020 amended target budget, 2% above revenue received in the prior year due with both property tax payments due. Sales Tax ended the third quarter 11.5% above target. Other Tax revenue, including motor vehicle and delinquent collections, ended 6.7% above the amended target with casino collections remain 34% lower than the prior year level.

County General Fund Revenues *numbers in 000s*	2019 3rd Qtr YTD Actual		2020 3rd Qtr YTD Actual		Increase/ Decrease	
Property Tax	$	38,341	$	40,081	$	1,740
Sales Tax	$	5,094	$	5,239	$	144
Other Tax	$	7,719	$	6,864	$	(855)
Permits/Licenses	$	802	$	699	$	(103)
Intergovernmental Revenues	$		$	56	$	55
Charges for Service	$	1,398	$	955	$	(443)
Fines, Forfeits, Fees	$	2,225	$	1,838	$	(388)
Misc. & Transfers-In	$	3,161	$	2,788	$	(373)
Total	**$**	**58,740**	**$**	**58,519**	**$**	**(221)**

Table 7: County General Fund Revenues Year to Year Comparison

Permits & Licenses are 6.2% below target. This category consists of Auto Licenses, Auto License Fees and Antique Vehicle Licensing.

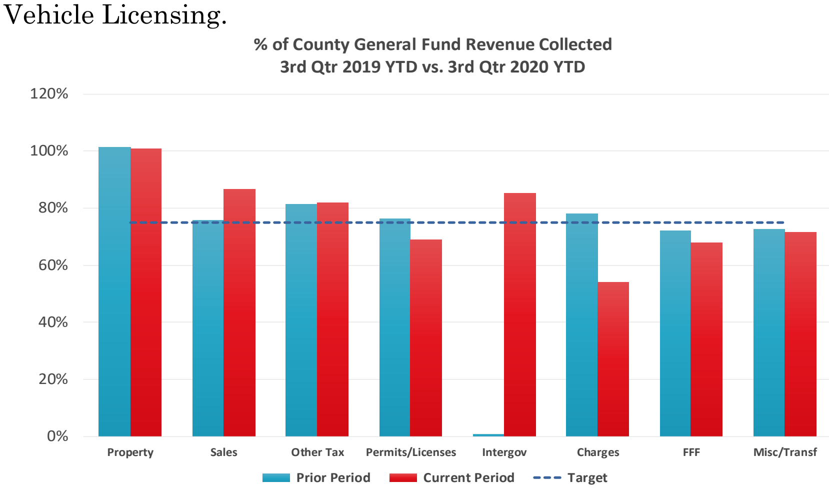

Figure 3: County General Fund Prior Year vs. Current Year

Charges for Service collections trended 21% below target for the third quarter. Jail Fees make up 78% of budgeted revenue and are trending below budgeted targets ending the third quarter 37% lower than the prior year.

Fines, Forfeits, Fees include officer fees, treasurer fees, and development agreement penalties; collections are 7.1% below budgeted levels. Notably Facility Usage Fees are down 84% from the prior year and Development Agreement Penalties are down 37% from the prior year.

Miscellaneous Revenue ended the 2020 third quarter 3.5% below target for the quarter.

COUNTY GENERAL FUND EXPENDITURES

County General Fund Expenditures *numbers in 000s*	2020 Amended Budget	2020 3rd Qtr YTD Actual	% of Budget
Personnel	$ 44,061	$ 32,366	73.5%
Services	$ 14,126	$ 9,937	70.3%
Supplies	$ 1,616	$ 797	49.3%
Grants, Claims	$ 1,301	$ 1,127	86.6%
Misc. & Transfers-Out	$ 5,195	$ 3,810	73.3%
Capital Outlay	$ 1,128	$ 253	22.4%
Total	**$ 67,428**	**$ 48,290**	**71.6%**

Table 9: County General Fund YTD Expenditures as a % of Budget

Personnel expenditures ended the 3rd quarter 1.5% below target. This includes 490k of CARES/SPARK public safety personnel expenses reimbursement.

Services are 4.7% below target for the third quarter. External prisoner housing, and prisoner medical contracts make up about 35.5% of the contractual budget and have obligated 88% of their budgets on anticipated and actual expenses.

Supplies ended the quarter 25.7% below budget targets. Major expenses paid in this category are natural gas and fuel. Fuel and Natural Gas ended the quarter 17% below target. Savings in other supplies areas are further driving down the quarter trend.

Grants, Claims ended the quarter 11.6% above target. Significant items in this category include Legal Claims and Judgements, 88.7% of budget expended, Grants, 93.9% of budget expended, and Tax Rebates, paid out at the end of the year.

County General Fund Expenditures *numbers in 000s*	2019 3rd Qtr YTD Actual	2020 3rd Qtr YTD Actual	Increase/ Decrease
Personnel	$ 32,150	$ 32,366	$ 215
Services	$ 10,094	$ 9,937	$ (157)
Supplies	$ 944	$ 797	$ (147)
Grants, Claims	$ 856	$ 1,127	$ 271
Misc. & Transfers-Out	$ 1,020	$ 3,810	$ 2,790
Capital Outlay	$ 546	$ 253	$ (293)
Total	**$ 45,610**	**$ 48,290**	**$ 2,680**

Table 10: County General Fund Expenditures Year to Year Comparison

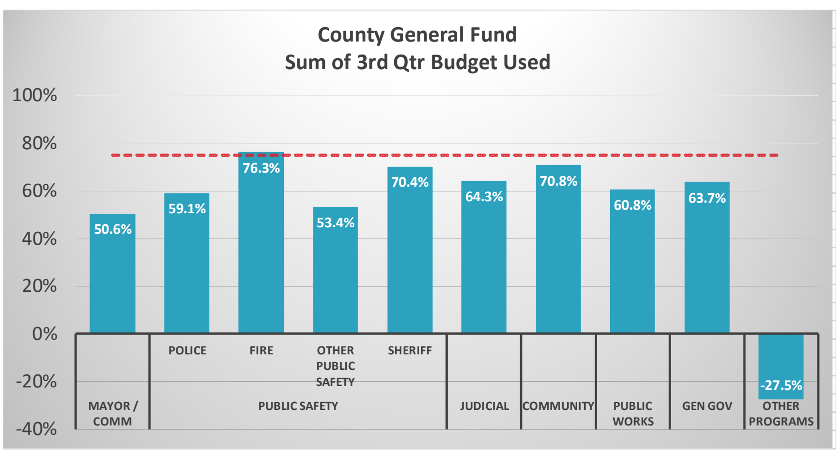

Figure 4: County General Fund Dept. Expenditures as a % of Budget

Misc. & Transfers-Out ended the quarter 1.7% below target. $5.08M consists of Operating Transfers-Out, with the other $115k consisting of budget reserves and contingencies that would be transferred if needed for expenditures.

Capital Outlay has expended 22.4% of budgeted expenditures for the year. Capital equipment makes up 85.8% of the amended capital outlay budget and has expended 25% of its budget with projects expending 13.3% of their budgets. Capital budgets were reduced by $800k (42%) in the amended budget anticipating revenue shortfalls due to COVID-19.

The majority of Departments are in line with spending targets for the year. Fire personnel exceeding anticipated levels for the fire dispatch program due to overages in overtime spending and low vacancy rates.

CONSOLIDATED PARKS GENERAL FUND REVENUES

The Consolidated Parks General Fund combines the former City and County Park's Department budget into one operating fund. This fund is used for the operation of parks, parkways, recreational areas and facilities under the supervision of the Director of Parks and Recreation. The three divisions of this fund include: Administration, Parks, and Recreation.

All park and recreation user fees, rentals, contracts and lease revenues will be allocated to this fund. In addition to a county tax levy, this fund receives an annual appropriation from the city general fund shown under Intergovernmental Revenues.

Parks General Fund Revenues *numbers in 000s*	2020 Amended Budget	2020 3rd Qtr YTD Actual	% Rev Collected
Property Tax	$ 1,771	$ 1,790	101.0%
Other Tax	$ 293	$ 255	87.0%
Intergovernmental Revenues	$ 3,400	$ 2,550	75.0%
Charges for Service	$ 301	$ 347	115.3%
Misc. & Transfers-In	$ 101	$ 100	99.4%
Total	**$ 5,866**	**$ 5,042**	**85.9%**

Table 10: Consolidated Parks General Fund YTD Revenues as a % of Budget

Consolidated Parks General Fund revenue is 10.9% above the third quarter target. *Table 10* shows the actual collections for the major revenue sources and the percent collected compared to the budget. *Table 11* shows that the revenues are trending 4.6% below prior year levels due to the impacts of COVID-19 on the fund.

Tax Revenue collections are at 101% of the 2020 amended budget. Both property tax payments are due for 2020. Other tax revenue is trending 4.7% below prior year collections and includes delinquent and motor vehicle taxes.

Intergovernmental Revenues is at the 75% target with the third quarter annual city appropriation having been processed. The annual appropriation was reduced for 2020 due to COVID.

Parks General Fund Revenues *numbers in 000s*	2019 3rd Qtr YTD Actual	2020 3rd Qtr YTD Actual	Increase/ Decrease
Property Tax	$ 1,711	$ 1,790	$ 79
Other Tax	$ 268	$ 255	$ (13)
Intergovernmental Revenues	$ 2,775	$ 2,550	$ (225)
Charges for Service	$ 380	$ 347	$ (33)
Misc. & Transfers-In	$ 151	$ 100	$ (50)
Total	**$ 5,284**	**$ 5,042**	**$ (242)**

Table 11: Consolidated Parks General Fund Revenues Year to Year Comparison

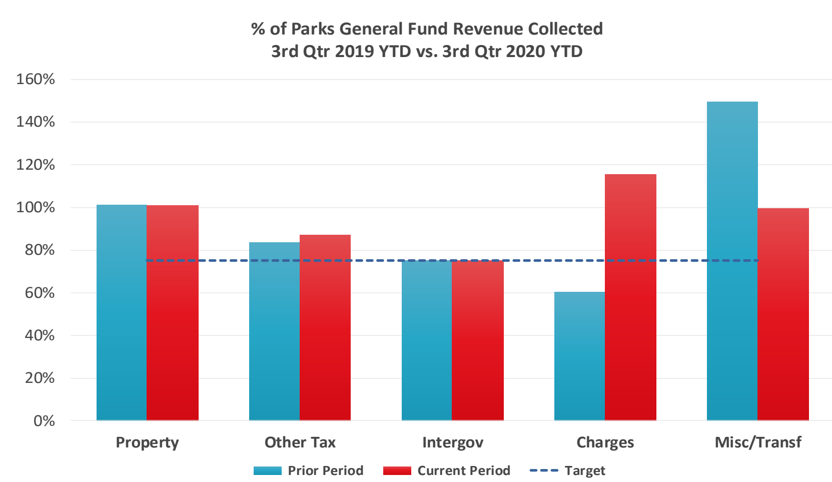

Figure 5: Consolidated Parks General Fund Prior Year vs. Current Year

Charges for Service include park shelter and field rentals and ended the third quarter exceeding the target for the year, and 19.4% below prior year collections including 50k from Misc revenue in 2019; refunds issued on 2019 revenue for reservations during the COVID shutdown impacted the first two quarters. Revenue is exceeding targets due to Rennaisance Festival revenues being removed as a precaution in the amended budget that have since been received.

Miscellaneous Revenue ended the second quarter collecting 99.4% of its revenue with an annual casino payment of 100k having been received.

CONS. PARKS GENERAL FUND EXPENDITURES

Parks General Fund Expenditures *numbers in 000s*	2020 Amended Budget	2020 3rd Qtr YTD Actual	% of Budget
Personnel	$ 4,300	$ 3,067	71.3%
Services	$ 738	$ 500	67.8%
Supplies	$ 572	$ 356	62.3%
Grants, Claims	$ 12	$ -	0.0%
Misc. & Transfers-Out	$ 86	$ 24	27.9%
Capital Outlay	$ -	$ (1)	0.0%
Total	**$ 5,707**	**$ 3,946**	**69.1%**

Table 12: Consildated Parks General Fund YTD Expenditures as a % of Budget

Personnel expenditures for 2020 are trending 3.7% below target for the quarter, and ending the third quarter 8.2% down from the prior year.

Services ended the quarter 7.2% below target. Major categories in this budget include mowing and spraying, encumbered at the start of the year, contract positions and maintenance of parks and facilities.

Supplies are 12.7% below target for the quarter. Larger items in this category include fuel, fish stocking, landscaping and custodial supplies. Fish stocking is done in the first quarter. Higher expenses for natural gas and maintenance occur during the colder months.

Misc. & Transfers-Out ended the third quarter at 27.9%. This category consists primarily of Reserves that would be transferred to other categories for use if needed.

Parks General Fund Expenditures *numbers in 000s*	2019 3rd Qtr YTD Actual	2020 3rd Qtr YTD Actual	Increase/ Decrease
Personnel	$ 3,343	$ 3,067	$ (276)
Services	$ 952	$ 500	$ (452)
Supplies	$ 440	$ 356	$ (84)
Grants, Claims	$ -	$ -	$ -
Misc. & Transfers-Out	$ -	$ 24	$ 24
Capital Outlay	$ 324	$ (1)	$ (325)
Total	**$ 5,059**	**$ 3,946**	**$ (1,113)**

Table 13: Consolidated Parks Expenditures Year to Year Comparison

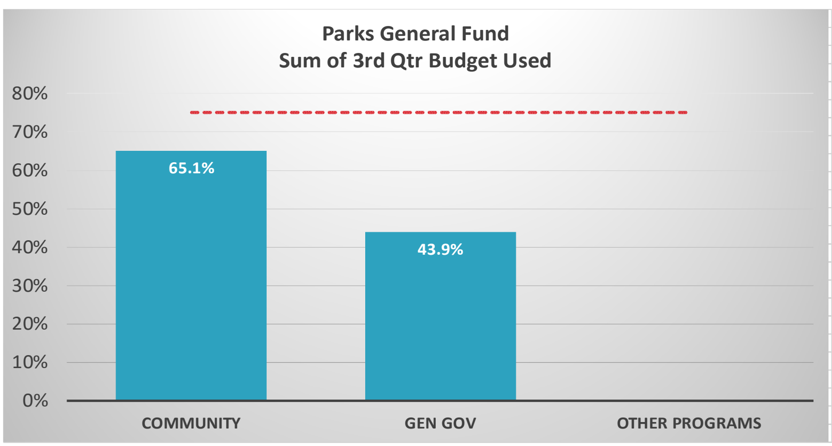

Figure 6: Parks General Fund Dept. Expenditures as a % of Budget

Capital Outlay ended the third quarter with no expenditures. Capital expenditures for the Parks & Recreation Department were frozen in anticipation of revenue shoftfalls due to COVID-19 and restrictions on operations. Where possible budgets were moved to other funding sources to avoid having to eliminte all capital spending on the Parks system for 2020.

Parks and Recreation, or Community Services, is a majority of the Consolidated Parks Fund making up 99.9% of the fund. Spending for Parks and Recreation is in line with spending targets for the amended budget.

Budget to Actual through September 30th 2020
Third Quarter

Tax Levy Funds	REVENUES *numbers in 000's* 2020 Amended Budget	2020 YTD Actual	% of Budget	EXPENDITURES *numbers in 000's* 2020 Amended Budget	2020 YTD Actual	% of Budget
City General Fund	$ 139,902	$ 112,547	80.4%	$ 147,100	$ 99,713	67.8%
City Bond & Interest	$ 34,238	$ 31,118	90.9%	$ 38,994	$ 34,692	89.0%
County General Fund	$ 63,618	$ 58,519	92.0%	$ 67,428	$ 48,290	71.6%
Cons. Parks General Fund	$ 5,866	$ 5,042	85.9%	$ 5,707	$ 3,946	69.1%
County Bond & Interest	$ 4,938	$ 4,190	84.8%	$ 7,577	$ 4,152	54.8%
Aging	$ 1,914	$ 1,784	93.2%	$ 1,870	$ 1,186	63.4%
Developmental Disabilities	$ 371	$ 354	95.3%	$ 614	$ 271	44.1%
Elections	$ 1,349	$ 1,304	96.7%	$ 1,611	$ 1,088	67.5%
Health	$ 3,381	$ 2,752	81.4%	$ 3,410	$ 2,083	61.1%
Mental Health	$ 631	$ 620	98.2%	$ 674	$ 498	73.9%
Total UG Tax Levy Funds	**$ 256,208**	**$ 218,228**	**85.2%**	**$ 274,985**	**$ 195,918**	**71.2%**

Other Funds	2020 Amended Budget	2020 YTD Actual	% of Budget	2020 Amended Budget	2020 YTD Actual	% of Budget
Alcohol	$ 457	$ 311	68.1%	$ 1,076	$ 352	32.7%
Clerk Technology	$ 45	$ 36	79.2%	$ 132	$ 16	11.8%
Court Trustee	$ 415	$ 288	69.4%	$ 584	$ 283	48.4%
Dedicated Sales Tax	$ 9,297	$ 7,795	83.8%	$ 9,549	$ 4,741	49.6%
Emergency Medical Services	$ 10,139	$ 8,088	79.8%	$ 10,340	$ 8,633	83.5%
Environmental Trust	$ 1,088	$ 824	75.8%	$ 1,930	$ 1,057	54.8%
Jail Commissary	$ 55	$ 23	42.5%	$ 100	$ 14	13.8%
Parks & Recreation	$ 457	$ 309	67.6%	$ 561	$ 412	73.4%
Public Levee	$ 337	$ 257	76.3%	$ 412	$ 246	59.7%
Register of Deeds Technology	$ 175	$ 143	81.5%	$ 130	$ 118	90.6%
Sewer System	$ 42,719	$ 28,071	65.7%	$ 56,484	$ 27,887	49.4%
Special Assets	$ -	$ -		$ 850	$ -	0.0%
Stadium	$ 548	$ 368	67.1%	$ 2,048	$ 439	21.4%
Stormwater	$ 4,110	$ 2,664	64.8%	$ 4,509	$ 2,959	65.6%
Street & Highway	$ 6,565	$ 5,323	81.1%	$ 7,249	$ 4,967	68.5%
Sunflower Hills Golf Course	$ 692	$ 646	93.3%	$ 670	$ 513	76.6%
Travel & Tourism	$ 2,236	$ 1,828	81.8%	$ 6,832	$ 2,902	42.5%
Treasury Technology	$ 45	$ 36	79.2%	$ 45	$ 11	24.2%
Wyandotte County 911	$ 840	$ 671	79.8%	$ 1,053	$ 805	76.4%
Total Other Funds	**$ 80,218**	**$ 57,680**	**71.9%**	**$ 104,554**	**$ 56,353**	**53.9%**
Total Funds	**$ 336,426**	**$ 275,908**	**82.0%**	**$ 379,539**	**$ 252,271**	**66.5%**
County Library	$ 3,257	$ 3,236	99.4%	$ 3,366	$ 3,071	91.2%
Total ALL Funds	**$ 339,683**	**$ 279,144**	**82.2%**	**$ 382,905**	**$ 255,342**	**66.7%**

CARES Act Approved Plan

Public Service Announcement

Unified Government CARES Act Working Group
701 N. 7th Street
Kansas City, Kansas 66101

Crystal Sprague, CARES Act Planning Team Manager (913) 573-8268

FOR IMMEDIATE RELEASE **September 15, 2020**

Wyandotte County's CARES Act Direct Aid & Reimbursement Plan Approved

More than $9 million in direct aid will go to local organizations

The Unified Government (UG) is excited to report that the State Office of Recovery has reviewed and accepted Wyandotte County's CARES Act Reimbursement and Direct Aid submission. Notification of acceptance was provided to the UG on September 7.

The Wyandotte County Board of Commissioners approved the allocation of $37,330,934 in CARES Act funding to combat the COVID-19 pandemic provided by the State of Kansas' Office of Recovery on August 10.

The $37,330,934 of approved CARES Act funding was across three focus areas:

1. **Public Health** – $12,572,604
2. **Cities/County** – $18,458,302
3. **Education & Non-profit** – $6,300,028

UG CARES Reimbursement

By Department	Reimbursement Amount
Community Programs	$213,582
Department of Appraiser	$536
Dept of Community Corrections	$5,470
District Attorney	$10,516
District Courts	$1,336
Emergency Management Dept	$14,360
Finance Department	$1,576
Fire Department	$2,489,169
General Services	$2,909
Health Department	$498,115
Historical Museum	$1,900
Human Resources Department	$3,786
Municipal Court Dept	$3,619
Neighborhood Resource Center	$17
Office of the Mayor/CEO	$12,665
Parks & Recreation Department	$6,955
Police Department	$2,201,952
Public Works	$39,315
Sheriff	$33,455
Transit	$6,508
Wyandotte County Coroner	$1,055
Grand Total	**$5,548,796**

By Category	Reimbursement Amount
Commodities	$584,829
Contractual Services	$507,812
Personnel Costs	$4,456,156
Grand Total	**$5,548,796**

UG CARES Direct Aid Budget

By Department	2020 Direct Aid Budget
Chief Knowledge Office	$1,256,008
Court Trustees	$19,711
Department of Administration	$35,094
Department of Appraiser	$6,294
Dept of Community Corrections	$10,229
District Attorney	$39,213
District Courts	$102,452
Economic Development	$825,000
Emergency Management Dept	$3,396,135
Finance Department	$124,582
Fire Department	$925,482
Health Department	$10,072,716
Historical Museum	$4,397
Human Resources Department	$27,904
Municipal Court Dept	$61,311
Parking Control Enforcement	$3,657
Parks & Recreation Department	$1,780,777
Police Department	$68,138
Public Works	$578,613
Sheriff	$44,605
Unified Legal Department	$36,333
Grand Total	**$19,418,651**

Direct Aid Transfers - External Organizations

Top Three Direct Aid Transfers

ORGANIZATION		Award Amount
Kansas City Kansas Community College	$	900,000.00
City of Bonner Springs	$	780,400.00
Kansas City Kansas Public Schools	$	580,000.00

Total Direct Aid Transfers: $6,547,049

Consist of 47 Organizations

Direct Aid Programs - External Organizations

Top Three Direct Aid Programs

Organization		Award Amount
United Way of Greater Kansas City	$	1,245,000.00
Avenue of Life	$	660,014.00
Wyandotte Economic Development Council	$	350,000.00

Total Direct Aid Programs: $3,424,675.00
Consist of 20 Organizations

CARES Act Small-Business Grant

Public Service Announcement

Unified Government CARES Act Working Group
701 N. 7th Street
Kansas City, Kansas 66101

Crystal Sprague, CARES Act Planning Team Manager (913) 573-8268

FOR IMMEDIATE RELEASE **September 18, 2020**

Unified Government Announces $825,000 for Grants to Support Local Business

Grants are available to small businesses operating in Wyandotte County

As part of the Unified Government's (UG) CARES Act request, the Board of County Commissioners approved $825,000 to support the Economic Development Department's WYCO Loves Local Small Business grants.

The WYCO Loves Local initiative was created to encourage continued growth and provide support for small businesses in Wyandotte County. The $825,000 approved by the Board of County Commissioners will provide much-needed support to local businesses impacted by the COVID-19 pandemic.

Staff Request for Commission Action

Tracking No. 20527

Full Commission Meeting Date: For information only
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/2020 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2020	Reginald Lindsey	x5292	rlindsey@wycokck.org	Finance

Item Description: REPORT: THIRD QUARTER BUDGET REVISIONS GREATER THAN 10K. Presented by Reginald Lindsey, Budget Manager *For Information Only.*
Action Requested: NA
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Third Quarter 2020 Summary of Budget Revisions 10k

BUDGET REVISIONS $10,000 OR GREATER - 3RD QUARTER 2020*(For information only)*

ENTRY	FUND	DEPARTMENT	CMIP/OPERATING	DESCRIPTION	FUNDING SOURCE	AMOUNT	DATE APPROVED
1	County General Fund	Sheriff's	Operating	Shift funding to purchase clothing	Inside Department	$25,000	July 27, 2020
2	Capital Projects Fund	Parks & Recreation	Capital	City Park Athletic Field Improvement	Inside Department	$50,000	August 6, 2020
3	City General Fund	Transit	Operating	Dispatch Software	Inside Department	$26,000	August 20, 2020
				GRAND TOTAL		**$101,000**	

Staff Request for Commission Action

Tracking No. 20528

Full Commission Meeting Date: NA
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/30/2020 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2020	Reginald Lindsey	x5292	rlindsey@wycokck.org	Finance

Item Description:
Report: Fourth Quarter Budget Revisions Greater Than 50k. Presented by Reginald Lindsey, Budget Manager

For Information Only.

Action Requested:
Information only

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Fourth Quarter 2020 Summary of Budget Revisions Greater Than $50K

BUDGET REVISIONS GREATER THAN $50,000 - 4TH QUARTER 2020*(For information only)*

ENTRY	FUND	DEPARTMENT	CMIP/OPERATING	DESCRIPTION	FUNDING SOURCE	AMOUNT	DATE APPROVED
1	Sewer System Enterprise	Public Works	Capital/Operating	Kaw Point Plant Remodel	Inside Department	$255,000	October 12, 2020
2	City General Fund	Police	Operating	In Custody Medical Expenses	Inside Department	$60,000	October 15, 2020
				GRAND TOTAL		**$315,000**	