Economic Development and Finance
Standing Committee Meeting Agenda
Monday, March 1, 2021
Immediately upon adjournment of earlier committee

Location:
You are invited to a Zoom webinar.
When: Mar 1, 2021 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/86270799700?pwd=aEQvQ2xJbm01TjJhc2hJQ292KzZIdz09
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Webinar ID: 862 7079 9700
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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 March 1, 2021 Agenda**

III. **Approval of standing committee minutes (no minutes available)**

IV. **Committee Agenda**

Item No. 1 - RESOLUTION: INTENT TO ISSUE IRBs FOR MILHAUS MULTIFAMILY PROJECT

Synopsis: A resolution of intent to issue industrial revenue bonds in the amount not to exceed $45,000,000 to finance the costs of acquiring, constructing, and equipping a commercial multifamily facility for the benefit of Milhaus Properties LLC, submitted by Katherine Carttar, Director of Economic Development.

Tracking #: 21679

Item No. 2 - RESOLUTION: INTENT TO ISSUE IRBs FOR LEGENDS 267 MULTIFAMILY PROJECT

Synopsis: A resolution of intent to issue industrial revenue bonds in the amount not to exceed $54,820,000 to finance the costs of acquiring, constructing, improving and equipping a commercial multifamily facility for the benefit of Legends 267, LLC, submitted by Katherine Carttar, Director of Economic Development.

Tracking #: 21680

Item No. 3 - RESOLUTION: FIRST AMENDMENT TO THE 18TH STREET EXPRESSWAY MENARDS DEVELOPMENT AGREEMENT

Synopsis: A resolution approving the first amendment to the 18th Street Expressway Menards development agreement, submitted by Katherine Carttar, Director of Economic Development. This consists mainly of minor clean up edits to the development agreement, including the developer's right to self-insure.

Tracking #: 21678

Item No. 4 - RESOLUTION: OPTION PURCHASE AGREEMENT FOR 546 N. 130TH ST.

Synopsis: A resolution authorizing an option purchase agreement for 546 N. 130th St., Bonner Springs, KS, to River Bend Land Co. - PV LLC, for the building of a multi-family project, submitted by Katherine Carttar, Director of Economic Development. The project must receive approval through the planning and rezoning process with Bonner Springs before land is transferred.

Tracking #: 21677

Item No. 5 - RESOLUTION: MASTER LEASE/PURCHASE AGREEMENT

Synopsis: A resolution authorizing the Unified Government to enter into a master equipment lease/purchase agreement with Banc of America Public Capital Corp, submitted by Debbie Jonscher, Deputy Chief Financial Officer.

Tracking #: 21672

Item No. 6 - UPDATE: 2020 MOTOR VEHICLE REGISTRATION CUSTOMER SERVICE

Synopsis: Update on 2020 Motor Vehicle registration customer service, submitted by Rick Mikesic, County Treasurer.

For information only.

Tracking #: 21668

Item No. 7 - BUDGET REVISION: HEALTH DEPARTMENT LEVY FUND

Synopsis: Request approval of a 2021 budget revision for the Health Department Levy Fund to support costs associated with the county-wide COVID-19 pandemic vaccination effort,

submitted by Reginald Lindsey, Budget Manager.
Tracking #: 21671

Item No. 8 - PRESENTATION: FOURTH QUARTER 2020 BUDGET REVISIONS
Synopsis: Summary of Fourth Quarter 2020 budget revisions, submitted by Reginald Lindsey, Budget Manager.

For information only.
Tracking #: 21670

Item No. 9 - PRESENTATION: FOURTH QUARTER 2020 BUDGET VS. ACTUALS REPORT
Synopsis: A presentation on the Fourth Quarter 2020 financial performance compared to budget of the Unified Government, submitted by Kathleen VonAchen, Chief Financial Officer; and Reginald Lindsey, Budget Manager.

For information only.
Tracking #: 21669

V. **Public Agenda**

VI. **Adjourn**

Staff Request for Commission Action

Tracking No. 21679

Full Commission Meeting Date: 3/11/21 for public hearing and approval
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21 (If none, please explain):

Publication Required: Yes 2/25/2021

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/17/2021	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description: Resolution of Intent to issue Industrial Revenue Bonds in the amount not to exceed $45,000,000 to finance the costs of acquiring, constructing, and equipping a commercial multifamily facility for the benefit of Milhaus Properties LLC.
Action Requested: Move to FC 3/11 for a public hearing and approval
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Resolution of Intent (Milhaus Properties LLC), Performance Agreement (Milhaus Properties LLC), CBA(Milhaus_withLMW_02172021, Milhaus Multifamily - IRB Application (11-5-20)-c-c

RESOLUTION NO. R __-21

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF NOT TO EXCEED $45,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL MULTIFAMILY FACILITY FOR THE BENEFIT OF MILHAUS PROPERTIES 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 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, Milhaus Properties LLC, an Indiana limited liability company (including any 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 and equipping an approximately 270 unit commercial multifamily facility located generally at the northwest corner of N. 94th Street and State Avenue, as more fully described in the Application (collectively, the "Project") through the issuance of its industrial revenue bonds in one or more series in the amount of not to exceed $45,000,000 (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 the Bonds under the Act in a principal amount of not to exceed $45,000,000, 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; and

WHEREAS, to set forth certain terms of the Project and the proposed property tax abatement, the Unified Government desires to approve the Performance Agreement between the Unified Government and Company (the "Performance Agreement") and authorize the Mayor/CEO's execution thereof.

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 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 generally located at northwest corner of N. 94th Street and State Avenue, in the corporate boundaries of the Unified Government, as further described in the Application.

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 and equip the Project out of the proceeds of the Bonds of the Unified Government in the principal amount of not to exceed $45,000,000, to be issued pursuant to the Act.

Section 3. Ad Valorem Tax Abatement. In consideration of the Company's decision to acquire, construct, improve 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, including the school district's capital outlay levy) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the Unified Government's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as set forth on **Exhibit A** hereto, and such amounts shall be set forth in the Performance Agreement and subject to adjustment as set forth therein. The Project 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 the Bonds are issued.

Section 4. Performance Agreement. The Mayor/CEO is authorized and directed to execute and deliver the Performance Agreement between the Unified Government and the Company on behalf of, and as the act and deed of the Unified Government, in substantially the same form as presented to the governing body on this date with such corrections or amendments thereto as the Mayor/CEO, upon recommendation of the Chief Counsel of the Unified Government, may approve.

Section 5. Provision for the Bonds. Subject to the conditions of this Resolution of Intent (this "Resolution"), the Unified Government expresses its intent to (i) issue the Bonds 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 reasonably acceptable to the Company and determined by ordinance of the Unified Government (the "Ordinance"); (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 Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 6. 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 Unified Government, 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 Unified Government's policy relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (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 7. 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 reasonably acceptable to the Unified Government.

Section 8. Limited Obligations of the Unified Government. The 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 (as defined in the Performance Agreement) with respect to the Bonds 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 for the Bonds and in favor of the owners of the Bonds, all as provided in the Trust Indenture to be entered into between the Unified Government and the trustee for the Bonds (the "Indenture"). The 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 Indenture. The issuance of the 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 9. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of the Bonds shall contain substantially 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 10. 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 Unified Government will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 11. 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 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 12. Termination of Resolution. This Resolution shall automatically terminate eighteen (18) months 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 Unified Government for the Project, or as otherwise set forth in the Performance Agreement. The Unified Government, upon the written request of the Company, may extend this time period.

Section 13. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Company. The Unified Government may, at the prior written request of the Company or as otherwise provided in the Performance Agreement, 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 14. 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 the 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 15. 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 GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON MARCH 11, 2021.

By:____________________________________
Mayor/CEO of the Unified
Government of Wyandotte County/
Kansas City, Kansas

[SEAL]

ATTEST:

By: ______________________________
Unified Government Clerk

EXHIBIT A

PAYMENT IN LIEU OF TAX SCHEDULE

Tax Payments (or "PILOTs" shall be determined on a per-apartment-unit basis. Below is an approximate PILOT schedule based on 270 apartment units, and the parties acknowldge that the Tax Payments may be adjusted in accordance with the table below depending on the ultiate number of units constructed.

Tax Payments shown below do not include the school district's capital outlay levy that cannot be abated under Kansas law.

Value/unit	# of units	Projected Value	2020 mill rate	PILOT	PILOT per door
$53,719.19	270	$14,504,181.30	167.470438	$262,089.00	$970.70

	With L/M/W		Without L/M/W	
Year	Per Unit	Annual PILOT Payment	Per Unit	Annual PILOT Payment
1	$970.70	$262,089.00	$970.70	$262,089.00
2	$979.76	$264,535.20	$990.10	$267,327.00
3	$1,009.81	$272,648.70	$1,036.29	$279,798.30
4	$1,040.77	$281,007.90	$1,084.59	$292,839.30
5	$1,072.66	$289,618.20	$1,135.08	$306,471.60
6	$1,105.54	$298,495.80	$1,187.89	$320,730.30
7	$1,139.41	$307,640.70	$1,243.11	$335,639.70
8	$1,174.31	$317,063.70	$1,300.85	$351,229.50
9	$1,210.27	$326,772.90	$1,361.22	$367,529.40
10	$1,247.32	$336,776.40	$1,424.35	$384,574.50
Total		$2,956,648.50		$3,168,228.60

Business Category	Participation Percentage Goal - Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

DRAFT: February 17, 2021

PERFORMANCE AGREEMENT

Dated as of [___________], 2021

BETWEEN THE

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

MILHAUS PROPERTIES, LLC

Prepared By:

Gilmore & Bell, P.C.
Kansas City, Missouri

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of [___________], 2021 (this **"Agreement"**), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,** a municipal corporation organized and existing under the laws of the State of Kansas (the **"Issuer"**), and **MILHAUS PROPERTIES LLC**, an Indiana limited liability company, or assigns (the **"Company"**);

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the **"Act"**), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the "Resolution") indicating the Issuer's intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed $45,000,000 (the **"Bonds"**), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into this Agreement;

WHEREAS, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the **"Abatement Statute"**) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

WHEREAS, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company's desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement to be entered into between the Issuer and the Company relating to the Project (the **"Lease Agreement"**).

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

"Abatement Statute" means K.S.A. 79-201a, as amended.

"Ad valorem taxes" or **"ad valorem taxation"** means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

"Agreement" means this Performance Agreement between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"Application" means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

"Board of Tax Appeals" means the State of Kansas Board of Tax Appeals.

"Bond Financed Portion of the Project" means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.7** hereof.

"Bonds" means the Issuer's taxable industrial revenue bonds issued in relation to the Project in the maximum aggregate principal amount of $45,000,000.

"Company" means Milhaus Properties LLC, an Indiana limited liability company, and its successors and assigns.

"Event of Default" means any Event of Default as described in **Section 5.1** hereof.

"Exempt Period" means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

"Exempt Property" means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

"Force Majeure" means acts of God, strikes, lockouts, 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 Issuer to timely approve the plans or construction documents relating to the Project, war, terrorism, pandemic (including a material worsening of the conditions related to the COVID-19 pandemic existing as of the date hereof) 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.

"Future Facility Additions" means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project following the receipt of a final certificate of occupancy for the final building comprising the Project. As used herein, **"Future Facility Additions"** shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

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

"Property" means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

"Project" means acquiring and constructing an approximately 270-unit commercial multifamily facility, as further described in **Section 3.3**, including land, buildings, structures, improvements and fixtures, that will be generally located at the northwest corner of N. 94th Street and State Avenue.

"Project Costs" means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

"Project Site" means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

"Tax Payment" means a payment-in-lieu of taxes to be paid by the Company in the amounts set forth in **Section 2.3** and **Exhibit C** hereof.

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Exempt Property. During the Exempt Period, and so long as the Bonds are outstanding, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

Section 2.2 Agreement to Make Tax Payments. The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the Issuer (or, if the Issuer shall direct, to the County Treasurer).

Section 2.3. Amount of Tax Payment. The Tax Payments shall be in the amounts shown in **Exhibit C**. The parties acknowledge that such Tax Payments do not include special assessments, if any, and the school district's capital outlay levy that cannot be abated under Kansas law and that the Tax Payments are subject to adjustment as set forth in **Exhibit C**.

Section 2.4. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

Section 2.5. No Abatement of Special Assessments and Certain Property Taxes. The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement.

Section 2.6. Obligation of Issuer to Effect Tax Abatement. The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make all filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

Section 2.7. Compliance. Within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

Section 2.8. Value of the Project Not Determined by Bonds. The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

Section 2.9. Company's Right to Protest. Nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Issuer Tax Payments**,** the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

Section 2.11. No Abatement on Appraised Value of Future Facility Additions. In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

Section 2.12. Tax Abatement Order; Adjustment of Tax Payment. The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to 0.

Notwithstanding the foregoing, if (i) the entire Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement (after any applicable notice and cure period), the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the

Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts, including the Tax Payments, which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

Section 2.13. Determination of Appraised Value and Assessments. The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Construction. The Project will be constructed, equipped and operated (or caused to be operated) in a manner that is consistent with the description of the Project herein. In the event the Project is constructed in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.2. Completion Date. Subject only to Force Majeure, the Company agrees to substantially complete construction of the Project on or before May 1, 2024. "Substantially complete," for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as a multifamily facility, as evidenced by receipt by the Company of temporary certificate of occupancy. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2024.

Section 3.3. Development of Project. The Issuer and Company hereby agree that the Project shall be as described below. The Company covenants that the Project, including all buildings, parking facilities, and other improvements constituting the Project shall be developed, constructed, completed, and operated (or caused to be operated) on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and the final site plan approval from the Issuer's Planning Commission. On and subject to the terms and provisions set forth in this Agreement, Company shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Project, and shall operate (or cause to be operated) and use the Project in the manner described herein. The parties further agree as follows:

(a) The Project shall be designed, developed, and constructed as garden-style, luxury apartment development that shall include approximately 270 apartment units, consisting of studio, one-bedroom, two-bedroom, and/or three-bedroom units located within approximately nine high-end apartment buildings, including site amenities and related infrastructure. Project amenities shall include (i) a clubhouse and swimming pool with sun deck and outdoor lounge, health and fitness facilities, an event space/club room, conference area, resident lounge and coworking space, coffee bar, outdoor kitchen with gas grills, fire pits, and patio space; (ii) in-unit washer/dryer, refrigerator, oven/range, and microwave; (iii) buildings with secure access and conditioned interior corridors; (iv) green space, dog park, and pet washing area; (v) indoor bike storage and repair area; and (vi) package delivery/pickup amenities (including groceries), all as generally depicted in **Exhibit E** attached hereto, though the parties acknowledge the depiction in **Exhibit E** is subject to modification pursuant to the Issuer's planning process.

(b) Company stipulates and agrees that its signage shall be subject to all applicable laws and requirements of the Issuer and any special use permits granted by the Issuer's governing body.

(c) The Project shall include parking improvements containing at least the number of spaces required by the Issuer's applicable laws and requirements.

(d) The Company's plans for landscaping on the Project Site shall be considered in accordance with all applicable laws and requirements of the Issuer and the Issuer's approval thereof will not be unreasonably withheld.

Section 3.4. Maintenance and Use. The Company shall cause the Project and the Project Site to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other first-class 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. Company specifically understands and agrees that the Issuer shall not undertake or have any obligation under this Agreement for snow or ice removal on sidewalks located at or adjacent to the Project.

Section 3.5. Inspection. The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.3**.

Section 3.6. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

Section 3.7. Employment Certification. Beginning on March 1 in the calendar year following the issuance of Bonds, and on each March 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project (based upon the Company's actual knowledge of the full-time employees employed by the Company or subtenants occupying the Project).

Section 3.8. Payment of Fees and Reimbursement or Payment of Costs.

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

Section 3.9. Abatement of Property. The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property, which the parties acknowledge and agree may be documented via book entry.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 (**"Prohibited NAICS"**), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area; provided, however, the parties acknowledge and agree that the Project is located within a sales tax and revenue (STAR) bond district, and that the same does not constitute a redevelopment project area for purposes of this Agreement or the Abatement Statute.

Section 3.10. Solid Waste Services. Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project. This requirement shall not apply to the Company or any user if the Company or user demonstrates that solid waste services provided by the Issuer are inadequate to serve such user's reasonable needs.

Section 3.11. LBE/MBE/WBE Employment Opportunity Goals. The Company agrees to comply with the goals set forth on **Exhibit D** in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. The Company hereby understands and agrees that if it shall fail to meet the LBE/MBE/WBE goals for the Project set forth on **Exhibit D** for the construction of the Project, then the Tax Payments shall be increased as set forth in **Exhibit C**. The parties agree that failure to meet the LBE/MBE/WBE goals set forth on **Exhibit D** shall not cause an Event of Default hereunder, and the Issuer's sole remedy will be increasing the amount of Tax Payments as set forth in **Exhibit C**.

ARTICLE IV

SALE AND ASSIGNMENT

Except as otherwise provided herein, the Company will not, without the prior written consent of the Issuer, (a) assign, sell, lease, or otherwise transfer the Project Site, the Project, or equipment that comprises the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. The Issuer shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the Issuer as to whether the proposed assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms hereof. If an assignment is approved by the Issuer, the assignee shall assume and agree to pay and perform each and all of terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree that the Company may do any of the following without written consent of the Issuer:

(a) The Company may lease the residential units within the Project in the ordinary course of its business.

(b) The Company may grant a mortgage, leasehold mortgage, or other security on the Project to a lender in order to finance construction of the Project, including, but not limited to, collateral assignment of all or any portion of its rights or obligations under this Agreement or any other documents entered into in connection with the Bonds (including, without limitation, the Resolution).

(c) Once all occupancy permits have been issued for the Project, the Company may sell, lease, assign, transfer or mortgage the Project (and this Agreement and any other documents entered into in connection with the Bonds including without limitation the Resolution, in connection with the same) upon written request to the Issuer and the approval of the County Administrator; provided, if the County Administrator disapproves any such disposition, the Company will have the right to appeal such decision to the Issuer's governing body within a reasonable time. The consent of the Issuer to any such disposition described in this subsection shall not be unreasonably withheld or delayed.

(d) The Company may terminate this Agreement, and thereafter freely sell, assign, transfer or mortgage.

(e) The Company, upon written notice to the Issuer, may freely sell, assign, lease or transfer all or any portion of the Project or Project Site, and/or its rights or obligations under this Agreement and any other documents entered into in connection with the Bonds (including, without limitation, the Resolution), to an entity managed by or under common control of or by the Company or one or more of its principals.

Upon the sale, assignment, or transfer of the Project as set forth herein, the Company (as assignor) shall be relieved of all further liability occurring on and after the effective date of such disposition, except as may be otherwise set forth in the Lease Agreement.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" hereunder:

(a) the Company shall fail to perform any of its obligations hereunder;

(b) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous; or

(c) the Company shall be in default under the Lease Agreement.

Section 5.2. Remedies on Default. Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within 60 days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project were not Exempt Property, and (iv) the amount of any costs and attorneys' fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Company. The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section to waive any claim it may have against the Issuer as described above, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i)** through **(iv)** of **Section 5.2**.

Section 6.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.5. Waiver. The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 6.6. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer and the Company as set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: 913-573-5260
Email: bdeichler@wycokck.org

with a copy to:

Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Email: mbrown@wycokck.org

And a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: 913-573-5030
Email: dbach@wycokck.org

And a copy to:

Gilmore & Bell, P.C.
Gina Riekhof & Kevin Wempe
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Telephone: 816-221-1000
Email: griekhof@gilmorebell.com; kwempe@gilmorebell.com

and to the Company at:

Tadd Miller
Milhaus Properties LLC
460 Virginia Ave.
Indianapolis, IN 46203
Telephone: 317-226-9500
Email: tadd.miller@milhaus.com

with a copy to:

Korb Maxwell
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Telephone: 816-360-4327
Email: kmaxwell@polsinelli.com

and a copy to:

Samantha R. Hargitt & E. Joseph Kremp
Dinsmore & Shohl LLP
211 North Pennsylvania Street, Suite 1800
Indianapolis, IN 46204

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

Section 6.7. Further Assurances. The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

Section 6.8. Authority, etc. Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and deliver and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

Section 6.9. Electronic Storage and Transactions. The parties agree that the transactions described herein may be conducted and related 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 original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

(SEAL)

By:____
Mayor/CEO

ATTEST:

By: ______________________________
Unified Government Clerk

MILHAUS PROPERTIES LLC
an Indiana limited liability company

By:_______________________________
Name:
Title:

EXHIBIT A

APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS

EXHIBIT B

PROJECT SITE

[LEGAL DESCRIPTION]

EXHIBIT C

TAX PAYMENT SCHEDULE

Tax Payments (or "PILOTs") shall be determined on a per-apartment-unit basis. Below is an approximate PILOT schedule based on 270 apartment units, and the parties acknowledge that the Tax Payments may be adjusted in accordance with the table below depending on the ultimate number of units constructed.

Tax Payments shown below do <u>not</u> include the school district's capital outlay levy that cannot be abated under Kansas law.

Value/unit	# of units	Projected Value	2020 mill rate	PILOT	PILOT per door
$53,719.19	270	$14,504,181.30	167.470438	$262,089.00	$970.70

	With L/M/W		Without L/M/W	
Year	Per Unit	Annual PILOT Payment	Per Unit	Annual PILOT Payment
1	$970.70	$262,089.00	$970.70	$262,089.00
2	$979.76	$264,535.20	$990.10	$267,327.00
3	$1,009.81	$272,648.70	$1,036.29	$279,798.30
4	$1,040.77	$281,007.90	$1,084.59	$292,839.30
5	$1,072.66	$289,618.20	$1,135.08	$306,471.60
6	$1,105.54	$298,495.80	$1,187.89	$320,730.30
7	$1,139.41	$307,640.70	$1,243.11	$335,639.70
8	$1,174.31	$317,063.70	$1,300.85	$351,229.50
9	$1,210.27	$326,772.90	$1,361.22	$367,529.40
10	$1,247.32	$336,776.40	$1,424.35	$384,574.50
Total		$2,956,648.50		$3,168,228.60

Business Category	Participation Percentage Goal - Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

EXHIBIT D

LBE/MBE/WBE PARTICIPATION AGREEMENT

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the "**Agreement**"), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") and Milhaus Properties LLC or assigns (the "**Developer**"), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of an approximately 270-unit, commercial multifamily project in Kansas City, Kansas (the "**Project**"), as defined below.

I. SCOPE

A. These procedures are applicable to the Construction (as defined below) of the Project, as further described in that certain Performance Agreement between the UG and Developer, dated [___________], 2021 (the "**Performance Agreement"**), whether performed by or on behalf of Developer, including, but not limited to, all aspects of Construction of the Project and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of Developer, but not including Specialized Services.

II. DEFINITIONS

A. "Construction" means all aspects of the construction of the Project including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer; provided, however, "Construction" shall not include: (i) Specialized Services; and (ii) Professional Services.

B. "Contractor" means the Proposer selected by the Developer for the Project.

C. "Local Business Enterprise" (or "LBE") means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. "Minority Business Enterprise" (or "MBE") means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

E. "Professional Services" means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development and construction of the Project.

F. "Project" means the Construction of a new apartment complex and as legally described in Exhibit 1 to this Agreement.

G. **“Proposer”** means a construction firm that submits a proposal in response to a solicitation for proposals issued by Developer with respect to the Construction of the Project or with respect to the annual operations of the Project.

G. **“Specialized Services”** means expertise, services, or products that are only available through sole source providers or national vendors or are unique to the business of the Project.

H. “**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, KS. The term "Substantial Local Office" shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

I. **“Women Business Enterprise” (or “WBE”)** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. GOALS FOR LBE/MBE/WBE PARTICIPATION.

Developer and its Contractor will use Best Efforts to meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Construction of the Project. 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 quotas or set asides.

Business Category	Participation Percentage Goal – Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

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, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

IV. ELIGIBILITY FOR CREDIT

A. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women’s Business Enterprise National Council or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an “approved” business) may be counted towards the participation goals in Section III above.

B. In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE or 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.

V. CONSTRUCTION UTILIZATION

A. The goals set forth in Section III may be met by the expenditure of dollars with approved LBE, MBE and/or WBE businesses, contractors, labor suppliers, regular dealers, manufacturers, material suppliers, subcontractors, software vendors, consultants, other Construction-related products, suppliers, and/or services, or through joint ventures with approved LBEs, MBEs or WBEs. The participation of certified LBE, MBE and/or WBE Proposers may count toward a goal for which they qualify.

B. A joint venture involving an approved LBE, MBE, and/or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount for which the approved LBE, MBE, and/or WBE is responsible; provided that if the LBE, MBE, and/or WBE is the majority partner in such joint venture, then the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE, MBE, and/or WBE joint venture partner. To receive credit, the approved LBE, MBE, and/or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

C. 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 counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE, which also certified as an MBE or WBE, shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

D. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the agreement with such LBE, MBE or WBE. Brokering is not credited.

VI. CONTRACT AWARD COMPLIANCE PROCEDURES

A. Solicitation Documents. The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE, MBE, and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations – Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include 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.

C. Best Efforts. For each LBE/MBE/WBE participation percentage goal that is not achieved, Developer shall be deemed to have used "**Best Efforts**" to meet such goal(s) if Developer shall have taken substantially all of 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/or informational meetings to approved LBEs, MBEs, and WBEs;

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

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

vi. Developer is or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, 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 history;

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 Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts. The parties acknowledge that all of the foregoing actions may not apply to every scope of the Project.

VII. UG'S ASSISTANCE TO PROJECT

The UG shall use its best efforts to provide assistance to Developer and its agents so that Developer may fulfill its participation goals as set forth in this Agreement. The Developer assumes all responsibility for using Best Efforts to meet the goals and complying with the procedures and processes set forth herein. Examples of such assistance by the UG include but are not limited to:

A. providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;

B. developing and maintaining a registry of approved LBE, MBE and WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

E. frequently reviewing Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;

F. providing advice relative to utilization and compliance matters;

G. conducting compliance reviews and audits of LBE, MBE, and WBE and participation;

H. assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;

I. reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with Developer and its agents; and

J. assisting in the Developer's development of forms to document compliance with these procedures.

VIII. DEVELOPER COMPLIANCE; RECORDS AND REPORTS.

A. Records. Developer shall maintain those records as may reasonably be required to demonstrate compliance (and/or its Best Efforts to comply) with the goals and procedures set forth in this Agreement. These records shall be made available to the UG at Developer's offices during business hours and upon reasonable advance notice.

B. Construction Utilization Plan Reports. Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on Exhibit 2. Such information may include 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/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

C. Remedies. If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement for the Construction of the Project have not been met, and that the Best Efforts described herein have not been met, then the UG shall have, as its sole and exclusive remedies: such remedy as set forth in Section 3.11 of the Performance Agreement; and (ii) UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects undertaken by the Company in the UG.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

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

MILHAUS PROPERTIES LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

EXHIBIT 1

Legal Description -- Link

EXHIBIT 2

Construction Utilization Plan

EXHIBIT E

PRELIMINARY SITE PLAN

A Tax Abatement Cost-Benefit Analysis of Milhaus Properties, LLC for the Unified Government of Kansas City/Wyandotte County

Completed by
Municipal Consulting, LLC
2/17/2021

CONTENTS:

ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing en the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return**: Incentives and tax abatements granted by the taxing entities are equivalent to a public i the firm. Comparing these investments to the various benefits received over the 10-year project period b entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed rate. The only way to accurately compare payments to be made or received in the future to the dollar value a with Net Present Value. Generally a positive net present value represents and acceptable investment opportun

- **Benefit - Cost Ratio**: Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1. benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity wou have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. Howe governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and othe variables. It also uses information submitted by the firm based on its best estimates of what they expect to next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we guarantee on the future performance of the firm, or that conditions within the taxing entities will remain c today. The governing body should make its decision on the best information presented, while fully recognizing performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Kansas City	3.01	20%
Wyandotte County	2.44	14%
Kansas City USD 500	4.17	32%
KC Community College	2.73	17%
State of Kansas	2.10	11%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that Government will approve a 100% property tax abatement for 10 years. A graduated PILOT payment has been consi analysis. This report assumes that the firm will obtain a sales tax exemption on construction materials and that the existi rates for the city, county and state will remain the same. We point out that the main economic benefits of this project a residents rather than new jobs.

We used conservative assumptions that the apartments would be 50% leased in Year 1, 75% in Year 2 and 95% in Yea only 50% of the new residents would come from outside the city.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb Digitally signed by R. Steven Robb
Date: 2021.02.17 15:28:37 -06'00'

R. Steven Robb
Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
www.municipalconsulting.biz
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

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Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		**Milhaus Properties, LLC**		(With L/M/W)	
DATE:			2/17/2021		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			**City of Kansas City**		
COUNTY:			**Wyandotte County**		
SCHOOL DISTRICT:			**Kansas City USD 500**		
SPECIAL TAXING DISTRICT #1			**KC Community College**		
STATE:			**State of Kansas**		
INFLATION RATE:		1.60%	DISCOUNT RATE:		2.50%

Milhaus Properties, LLC

Column1	Column2	Column3	Column4	Column6	Column11
Community Data Inputs:					
	City of Kansas City	**Wyandotte County**	**Kansas City USD 500**	**KC Community College**	**State**
Mill Levy	38.470262	39.327324	60.820843	27.425977	1.500
Sales Tax	1.625%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a
Utility Revenue/Hshld	$0.93	n/a	n/a	n/a	n/a
Franchise Fees/Hshld	$512.25	n/a	n/a	n/a	n/a
Other Revenues/Res.	$71.20	$72.08	n/a	$249.99	$1,511.19
Marg. Cost/Res./Student	$103.74	$36.46	$1,204.72	$23.08	$654.19
Other Revenues/Worker	$67.66	$68.50	n/a	$237.57	$1,301.74
Marginal Cost/New Worker	$98.59	$34.65	n/a	$21.93	$563.52
State Funding/Pupil	n/a	n/a	$7,438.47	n/a	$10,173
Federal Funding/Pupil	n/a	n/a	$218.62	n/a	$1,022
Visitor Daily Spending	$50.00	$50.00		Total Mill Levy	$75.00
Average Hotel Room Rate	$100	$100		167.544406	n/a
Retail Pull Factor	0.93	0.96			n/a
Percent of County Share	90.50%	100.00%			n/a
Ann. Local Per Capita Sales/Use Tax	$211	$163			n/a
Ann. State Per Capita Sales/Use Tax	$911	$939			$1,369
Annual Per Capita Retail Sales	$14,014	$14,452			$21,064
Average Household Size	2.68	2.67			2.49
Avg. Wage-All Occupations	$48,689	$48,689			$46,520

Milhaus Properties, LLC

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
Firm Data Inputs:				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Land & Building				$18,130,000										
Investment in Furniture, Fixtures & Equip.				$23,570,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$23,570,000
Professional fees and Financing costs.				$3,300,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,300,000
Total Project Investment				$45,000,000										
City/County Incentives														$0
		Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales		0.00%		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Purchases		0.00%		$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,500,000
Net City Util. Revenue		3.00%	$0	$2,172	$2,269	$2,364	$2,435	$2,508	$2,583	$2,660	$2,740	$2,822	$2,907	$25,459
Franchise Fees		3.00%	$0	$37,705	$56,644	$73,016	$75,206	$77,463	$79,787	$82,180	$84,646	$87,185	$89,800	$743,632
PILOT- City			$0	$60,179	$60,741	$62,604	$64,523	$66,500	$68,538	$70,638	$72,802	$75,031	$77,328	$678,883
PILOT - County			$0	$61,520	$62,094	$63,998	$65,960	$67,981	$70,065	$72,212	$74,424	$76,703	$79,051	$694,007
PILOT - State			$0	$2,346	$2,368	$2,441	$2,516	$2,593	$2,672	$2,754	$2,839	$2,926	$3,015	$26,470
PILOT - School			$0	$95,142	$96,030	$98,975	$102,010	$105,135	$108,358	$111,678	$115,098	$118,623	$122,254	$1,073,303
PILOT - Comm. Coll.			$0	$42,902	$43,303	$44,631	$45,999	$47,409	$48,862	$50,359	$51,901	$53,491	$55,128	$483,985
New Resident Households²			0	135	68	54	0	0	0	0	0	0	0	257
Households new to the city			50%	67.5	33.8	27.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	128.0
Households new to the county			25%	33.8	16.9	13.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	64.0
Households new to the state			5.0%	6.8	3.4	2.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.9
New students in K-12			50%	33.8	16.9	13.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	64.6
New Employees				6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
New employee average salary			1.60%	$37,108	$37,702	$38,305	$38,918	$39,541	$40,174	$40,816	$41,469	$42,133	$42,807	N/A
Tax Abatement-Land				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg.				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors		0.0%	0	0	0	0	0	0	0	0	0	0	0	0
				City	County	State								
Percentage of sales taxable in the				0%	0%	0%								
Percentage of purchases taxable in the				50%	50%	75%								
Assumed Inflation Rate				1.60%										

¹ Fixtures, furniture and equipment costs are exempt from sales taxes, but are included here to reflect the firm's total investments.
² Assumption is that apartments will be 50% leased in Year 1, 75% in Year 2 and 95% by Year 3 and thereafter.

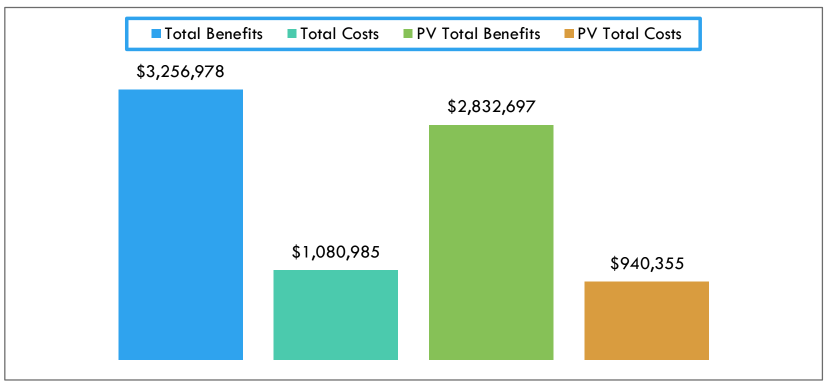
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:		**Milhaus Properties, LLC**						
DATE:		2/17/2021						
Entity	**Total Benefits**	**Total Costs & Incentives**	**Net Benefits**	**Net Present Value of Net Benefits**	**NPV of Incentives & Taxes Abated**	**Ratio of NPV of Net Benefits to NPV of Incentives and Taxes Abated**	**Actual Benefit to Actual Cost Ratio**	**Avg. Annual Rate of Return**
City of Kansas City	$3,256,978	$1,080,985	$2,175,993	$1,892,342	$601,861	3.14	3.01	20%
Wyandotte County	$1,897,406	$777,044	$1,120,362	$977,542	$615,269	1.59	2.44	14%
Kansas City USD 500	$7,184,639	$1,724,735	$5,459,904	$4,732,829	$826,373	5.73	4.17	32%
KC Community College	$1,468,584	$537,334	$931,250	$808,345	$429,075	1.88	2.73	17%
State of Kansas	$1,578,775	$751,716	$827,059	$772,399	$23,467	32.91	2.10	11%

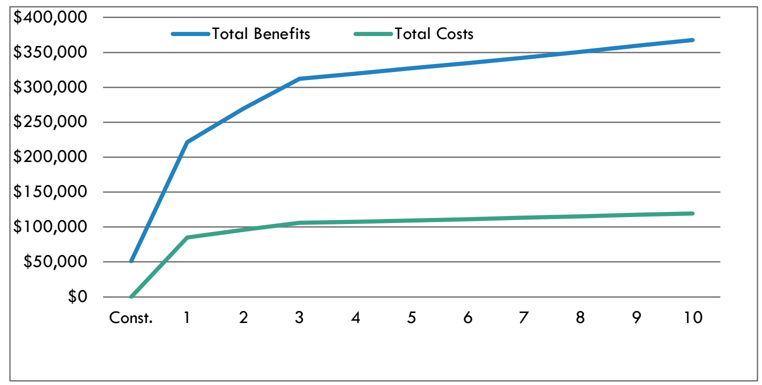
SUMMARY OF COSTS AND BENEFITS FOR: **City of Kansas City**
PROJECT: **Milhaus Properties, LLC**
DATE: 2/17/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**3.01**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**3.01**
(Typical desired ratio would be 1.3 to 1) **Average ROI**	**20.13%**

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	$51,192	$0	$0	$0	$0	$51,192	$51,192	$0	$0	$0	$0	$51,192	$51,192	$51,192	$0
1	$42,779	$64,168	$39,877	$60,179	$14,279	$221,282	$215,885	$20,805	$64,168	$84,973	$82,900	$136,309	$187,501	$132,985	$62,603
2	$63,456	$65,194	$58,913	$60,741	$21,260	$269,564	$256,575	$30,977	$65,194	$96,171	$91,537	$173,393	$360,894	$165,038	$62,053
3	$80,893	$66,237	$75,380	$62,604	$27,148	$312,261	$289,966	$39,556	$66,237	$105,793	$98,239	$206,468	$567,362	$191,726	$61,508
4	$82,475	$67,297	$77,641	$64,523	$27,687	$319,623	$289,563	$40,340	$67,297	$107,637	$97,514	$211,986	$779,348	$192,049	$60,968
5	$84,089	$68,374	$79,970	$66,500	$28,235	$327,169	$289,170	$41,140	$68,374	$109,514	$96,794	$217,655	$997,003	$192,376	$60,433
6	$85,735	$69,468	$82,369	$68,538	$28,795	$334,907	$288,789	$41,955	$69,468	$111,423	$96,080	$223,483	$1,220,487	$192,709	$59,902
7	$87,414	$70,579	$84,840	$70,638	$29,366	$342,839	$288,418	$42,787	$70,579	$113,367	$95,372	$229,472	$1,449,959	$193,047	$59,376
8	$89,127	$71,709	$87,386	$72,802	$29,949	$350,972	$288,059	$43,636	$71,709	$115,344	$94,669	$235,627	$1,685,586	$193,390	$58,855
9	$90,873	$72,856	$90,007	$75,031	$30,542	$359,310	$287,710	$44,501	$72,856	$117,357	$93,971	$241,953	$1,927,539	$193,739	$58,338
10	$92,654	$74,022	$92,707	$77,328	$31,148	$367,860	$287,371	$45,383	$74,022	$119,405	$93,279	$248,455	$2,175,993	$194,092	$57,826
Total	$850,688	$689,905	$769,091	$678,883	$268,411	$3,256,978	$2,832,697	$391,080	$689,905	$1,080,985	$940,355	$2,175,993	$2,175,993	$1,892,342	$601,861





SUMMARY OF COSTS AND BENEFITS FOR: Wyandotte County

PROJECT: Milhaus Properties, LLC

DATE: 2/17/2021

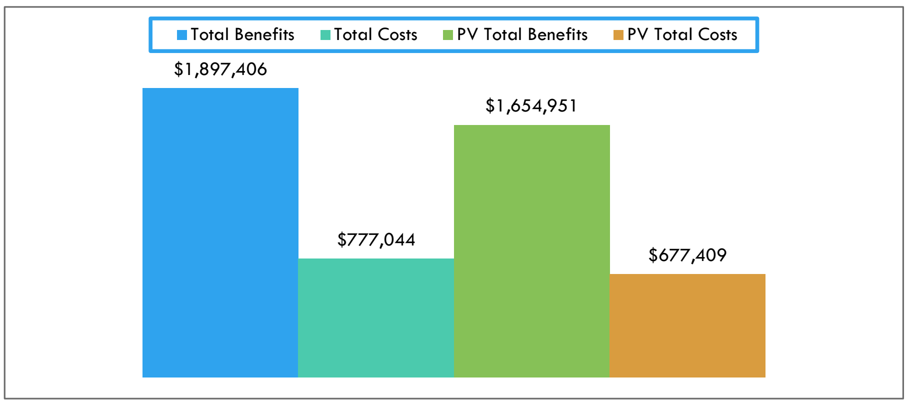
DISCOUNT RATE: 2.50%

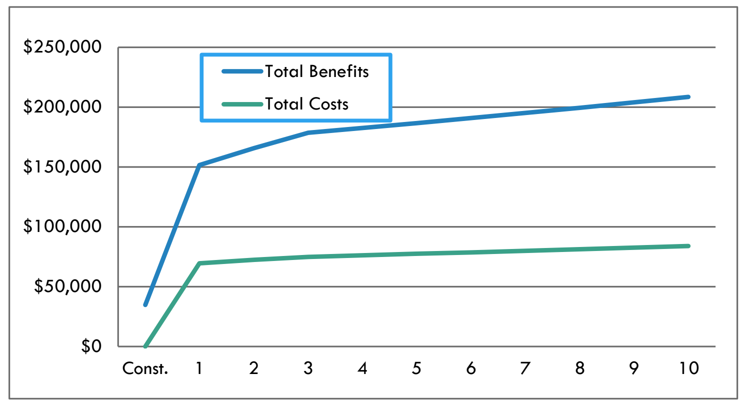
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.44

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.44

Average ROI 14.42%

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	$34,810	$0	$0	$0	$34,810	$34,810	$0	$0	$0	$0	$34,810	$34,810	$34,810	$0
1	$17,830	$65,597	$61,520	$6,650	$151,597	$147,900	$3,939	$65,597	$69,536	$67,840	$82,061	$116,870	$80,059	$63,997
2	$25,839	$66,647	$62,094	$11,312	$165,891	$157,898	$5,731	$66,647	$72,378	$68,890	$93,513	$210,384	$89,007	$63,435
3	$32,595	$67,713	$63,998	$14,301	$178,608	$165,855	$7,243	$67,713	$74,957	$69,605	$103,651	$314,035	$96,251	$62,878
4	$33,224	$68,797	$65,960	$14,583	$182,563	$165,393	$7,386	$68,797	$76,182	$69,018	$106,381	$420,416	$96,376	$62,326
5	$33,865	$69,897	$67,981	$14,870	$186,613	$164,939	$7,531	$69,897	$77,428	$68,435	$109,185	$529,601	$96,503	$61,779
6	$34,518	$71,016	$70,065	$15,162	$190,761	$164,493	$7,679	$71,016	$78,695	$67,858	$112,066	$641,667	$96,635	$61,237
7	$35,185	$72,152	$72,212	$15,461	$195,009	$164,055	$7,830	$72,152	$79,982	$67,286	$115,027	$756,694	$96,768	$60,699
8	$35,865	$73,306	$74,424	$15,765	$199,360	$163,624	$7,985	$73,306	$81,291	$66,719	$118,069	$874,763	$96,905	$60,166
9	$36,558	$74,479	$76,703	$16,075	$203,815	$163,200	$8,142	$74,479	$82,621	$66,157	$121,194	$995,957	$97,044	$59,638
10	$37,265	$75,671	$79,051	$16,392	$208,378	$162,785	$8,302	$75,671	$83,973	$65,599	$124,405	$1,120,362	$97,185	$59,114
Total	$357,554	$705,275	$694,007	$140,570	$1,897,406	$1,654,951	$71,769	$705,275	$777,044	$677,409	$1,120,362	$1,120,362	$977,542	$615,269





SUMMARY OF COSTS AND BENEFITS FOR: Kansas City USD 500

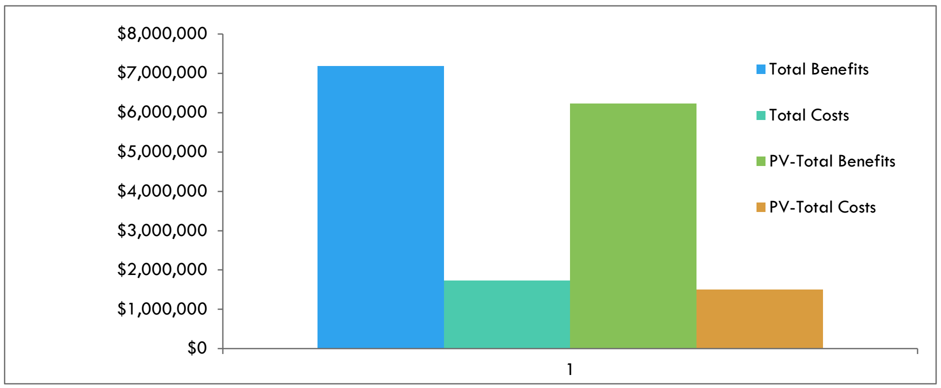
PROJECT: Milhaus Properties, LLC

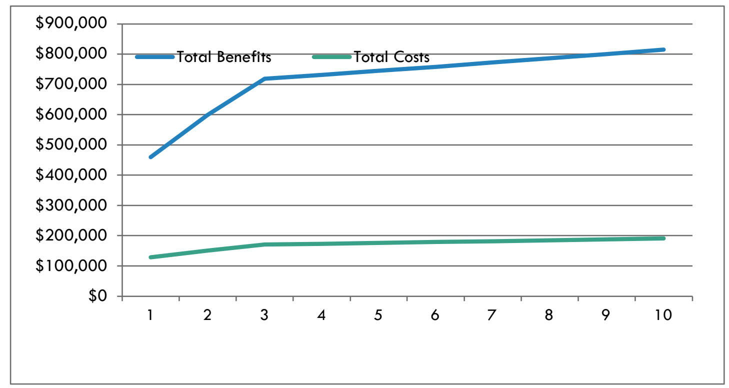
DATE: 2/17/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	4.17
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	4.16
(Typical desired ratio would be 1.3 to 1) Average ROI	31.66%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	$88,104	$95,142	$13,344	$262,562	$459,151	$447,953	$40,659	$88,104	$128,764	$125,623	$330,388	$330,388	$322,330	$85,955
2	$89,514	$96,030	$13,557	$400,144	$599,245	$570,370	$61,965	$89,514	$151,479	$144,180	$447,766	$778,154	$426,190	$85,201
3	$90,946	$98,975	$13,774	$514,959	$718,654	$667,342	$79,745	$90,946	$170,691	$158,503	$547,963	$1,326,117	$508,838	$84,452
4	$92,401	$102,010	$13,995	$523,198	$731,603	$662,797	$81,021	$92,401	$173,422	$157,112	$558,182	$1,884,299	$505,685	$83,711
5	$93,880	$105,135	$14,219	$531,569	$744,803	$658,297	$82,317	$93,880	$176,197	$155,732	$568,606	$2,452,905	$502,565	$82,976
6	$95,382	$108,358	$14,446	$540,074	$758,260	$653,845	$83,634	$95,382	$179,016	$154,365	$579,244	$3,032,149	$499,480	$82,247
7	$96,908	$111,678	$14,677	$548,715	$771,978	$649,438	$84,972	$96,908	$181,880	$153,009	$590,098	$3,622,247	$496,429	$81,525
8	$98,458	$115,098	$14,912	$557,495	$785,964	$645,077	$86,332	$98,458	$184,790	$151,666	$601,174	$4,223,421	$493,411	$80,809
9	$100,034	$118,623	$15,151	$566,415	$800,222	$640,760	$87,713	$100,034	$187,747	$150,334	$612,475	$4,835,896	$490,426	$80,100
10	$101,634	$122,254	$15,393	$575,478	$814,759	$636,488	$89,117	$101,634	$190,751	$149,014	$624,008	$5,459,904	$487,474	$79,396
Total	$947,260	$1,073,303	$143,468	$5,020,609	$7,184,639	$6,232,367	$777,475	$947,260	$1,724,735	$1,499,538	$5,459,904	$5,459,904	$4,732,829	$826,373



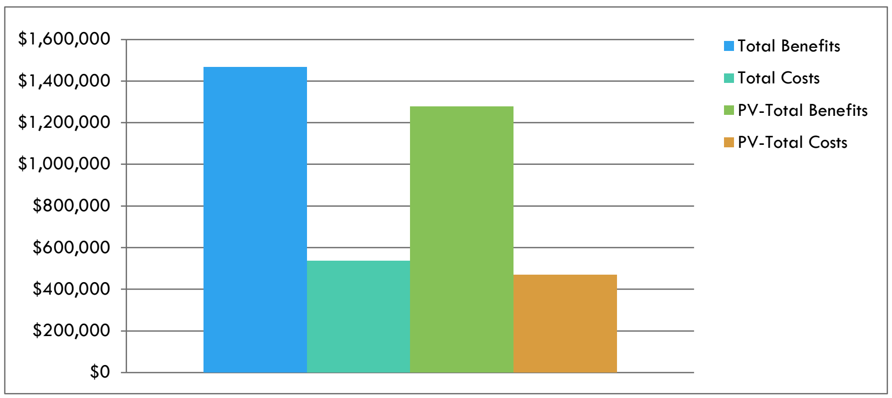


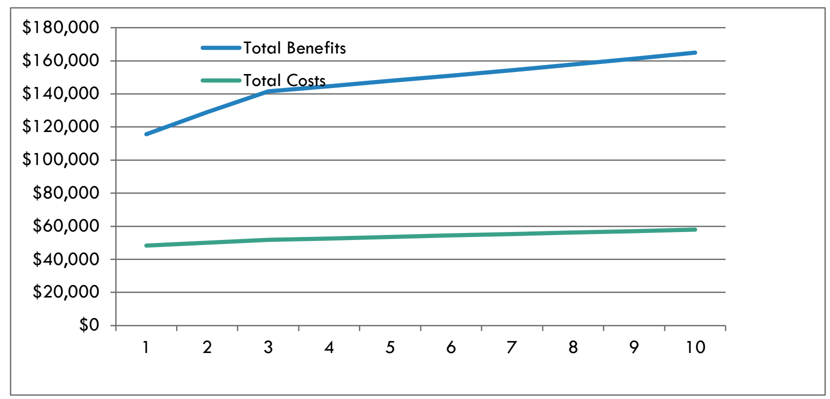
SUMMARY OF COSTS AND BENEFITS FOR: **KC Community College**
PROJECT: **Milhaus Properties, LLC**
DATE: 2/17/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**2.73**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**2.73**
(Typical desired ratio would be 1.3 to 1) **Average ROI**	**17.33%**

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	$45,746	$42,902	$27,072	$115,720	$112,898	$2,499	$45,746	$48,245	$47,069	$67,475	$67,475	$65,829	$44,630
2	$46,478	$43,303	$39,360	$129,141	$122,918	$3,634	$46,478	$50,112	$47,697	$79,029	$146,504	$75,221	$44,238
3	$47,222	$44,631	$49,729	$141,581	$131,472	$4,591	$47,222	$51,813	$48,113	$89,769	$236,273	$83,359	$43,850
4	$47,977	$45,999	$50,707	$144,683	$131,076	$4,681	$47,977	$52,658	$47,706	$92,025	$328,298	$83,370	$43,465
5	$48,745	$47,409	$51,704	$147,858	$130,685	$4,773	$48,745	$53,518	$47,302	$94,340	$422,638	$83,383	$43,083
6	$49,525	$48,862	$52,721	$151,108	$130,300	$4,867	$49,525	$54,392	$46,902	$96,716	$519,354	$83,398	$42,705
7	$50,317	$50,359	$53,758	$154,434	$129,920	$4,963	$50,317	$55,280	$46,505	$99,154	$618,508	$83,415	$42,330
8	$51,122	$51,901	$54,816	$157,839	$129,546	$5,061	$51,122	$56,183	$46,112	$101,657	$720,165	$83,434	$41,958
9	$51,940	$53,491	$55,894	$161,325	$129,178	$5,160	$51,940	$57,100	$45,722	$104,225	$824,390	$83,456	$41,590
10	$52,771	$55,128	$56,994	$164,893	$128,814	$5,262	$52,771	$58,033	$45,335	$106,861	$931,250	$83,479	$41,225
Total	$491,843	$483,985	$492,757	$1,468,584	$1,276,808	$45,491	$491,843	$537,334	$468,463	$931,250	$931,250	$808,345	$429,075

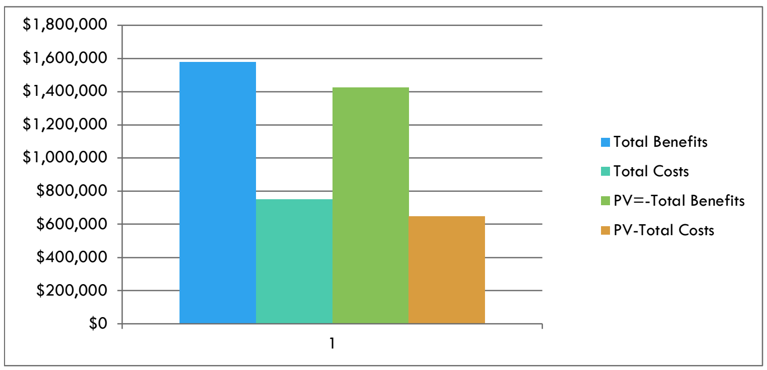


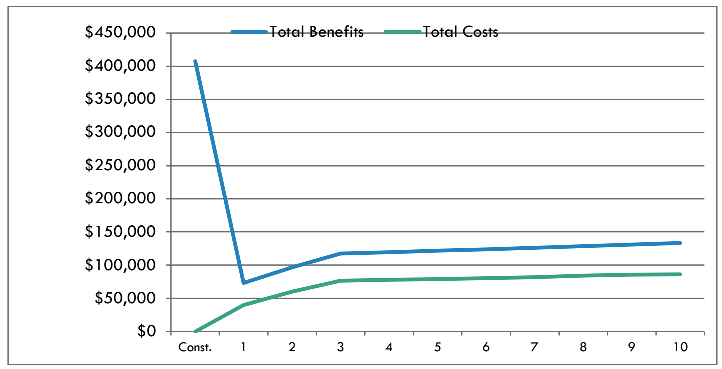


SUMMARY OF COSTS AND BENEFITS FOR: State of Kansas
PROJECT: Milhaus Properties, LLC
DATE: 2/17/2021
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**2.10**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**2.19**
(Typical desired ratio would be 1.3 to 1) **Average ROI**	**11.00%**

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	$226,262	$0	$181,300	$0	$0	$407,562	$407,562	$0	$0	$0	$0	$0	$0	$407,562	$407,562	$407,562	$0
1	$35,463	$2,502	$12,715	$2,346	$19,904	$72,931	$71,152	$12,071	$25,507	$2,502	$0	$40,080	$39,102	$32,851	$440,413	$32,050	$2,441
2	$44,553	$2,542	$17,050	$2,368	$30,453	$96,967	$92,295	$18,469	$38,872	$2,542	$0	$59,883	$56,997	$37,084	$477,498	$35,297	$2,420
3	$52,247	$2,583	$20,718	$2,441	$39,345	$117,334	$108,956	$23,862	$50,026	$2,583	$0	$76,470	$71,010	$40,864	$518,362	$37,946	$2,398
4	$53,099	$2,624	$21,113	$2,516	$40,132	$119,484	$108,247	$24,339	$50,826	$2,624	$0	$77,789	$70,473	$41,695	$560,057	$37,774	$2,377
5	$53,967	$2,666	$21,516	$2,593	$40,935	$121,676	$107,544	$24,826	$51,639	$2,666	$0	$79,131	$69,940	$42,546	$602,603	$37,604	$2,356
6	$54,852	$2,709	$21,926	$2,672	$41,753	$123,912	$106,849	$25,322	$52,465	$2,709	$0	$80,496	$69,412	$43,416	$646,019	$37,438	$2,336
7	$55,754	$2,752	$22,344	$2,754	$42,588	$126,193	$106,161	$25,829	$53,305	$2,752	$0	$81,885	$68,887	$44,307	$690,326	$37,274	$2,315
8	$56,672	$2,796	$22,771	$2,839	$43,440	$128,518	$105,481	$26,345	$55,024	$2,796	$0	$84,165	$69,078	$44,353	$734,679	$36,402	$2,295
9	$57,609	$2,841	$23,205	$2,926	$44,309	$130,890	$104,807	$26,872	$55,905	$2,841	$0	$85,617	$68,556	$45,272	$779,951	$36,251	$2,275
10	$58,563	$2,886	$23,648	$3,015	$45,195	$133,308	$104,140	$27,409	$55,905	$2,886	$0	$86,200	$67,340	$47,108	$827,059	$36,800	$2,255
Total	$749,043	$26,900	$388,307	$26,470	$388,055	$1,578,775	$1,423,194	$235,343	$489,473	$26,900	$0	$751,716	$650,795	$827,059	$827,059	$772,399	$23,467





Milhaus Properties, LLC
Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	6	6
Construction jobs created	109	109
Number of New Residents in the Community	181	344
Number of Additional Students in the Local School District	34	65
Increase in Local Personal Incomes	$4,050,845	$77,030,132
Increase in Local Retail Sales	$34,338,972	$85,295,930
Increase in the Community's Property Tax Base	$14,504,181	$14,504,181

Estimated new annual tax revenues after 10 years:

	Property Taxes
City	$75,206
County	$76,882
School	$118,900
Comm. Coll.	$53,615
State	$2,932
Totals	**$327,535**

Milhaus Properties, LLC

OVERALL COST-BENEFIT SUMMARY

	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS	INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
TAXING ENTITY	Sales Taxes	PILOT Payment	New Property Taxes	School Federal & State Funding	Corporate & Personal Income Taxes	City Utilities & Franchise Fees				PROPERTY TAXES ABATED	ALL INDIRECT COSTS		
City of Kansas City	$850,688	$678,883	$689,905			$769,091	$2,988,567	$268,411	**$3,256,978**	$64,168	$20,805	**$84,973**	**$3,172,005**
Wyandotte County	$357,554	$694,007	$705,275				$1,756,836	$140,570	**$1,897,406**	$705,275	$71,769	**$777,044**	**$1,120,362**
Kansas City USD 500		$1,073,303	$1,090,728	$5,020,609			$7,184,639	$0	**$7,184,639**	$947,260	$777,475	**$1,724,735**	**$5,459,904**
KC Community College		$483,985	$491,843				$975,828	$492,757	**$1,468,584**	$491,843	$235,343	**$727,186**	**$741,399**
State of Kansas	$749,043	$26,470	$26,900		$388,307		$1,190,720	$388,055	**$1,578,775**	$26,900	$235,343	**$262,243**	**$1,316,532**
TOTALS	$1,957,285	$2,956,649	$3,004,650	$5,020,609	$388,307	$769,091	$14,096,590	$1,289,792	**$15,386,382**	$2,235,446	$1,340,735	**$3,576,180**	**$11,810,202**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

(A non-refundable application fee of $1,000 must accompany this application when filed with the Unified Clerk's Office)

The undersigned hereby agrees that the submission of this Application to the Unified Government, and the Unified Government's adoption of a Resolution indicating an intent to issue the Bonds to provide funds for the Project will not give rise to an obligation by the Unified Government to fund such Project in the amount requested or in any amount. The undersigned further understands and agrees that there is no assurance that Bonds will be issued by the Unified Government or that Bond proceeds will be sufficient to fund the Project as hereby requested.

11/5/20
Date of Application

Milhaus Properties LLC (or assigns,"**Applicant**")
Applicant (Firm Name or Name of Individual)

Telephone Number (317) 226-9500
Fax Number
E-mail Address tadd.miller@milhaus.com

460 Virginia Avenue, Indianapolis, IN 46203
Address

Tadd Miller
Name of Responsible Officer

Manager
Title

460 Virginia Avenue, Indianapolis, IN 46203
Address

Korb Maxwell
Attorney for Applicant

Telephone Number (816) 360-4327
Fax Number
E-mail Address kmaxwell@polsinelli.com

900 W. 48th Place, Suite 900, Kansas City, MO 64112
Address

TBD
Underwriter or Purchaser of Bonds (If known)

Telephone Number
Fax Number
E-mail Address

Address

Amount of Bonds Requested:

$ 45,000,000

Nature of Project:

- [ ] Industrial
- [ ] Commercial
- [ ] Agricultural
- [ ] Pollution Control
- [x] Other (please specify) Residential/Multifamily

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

I. Corporate or Business Entity Information

A. In what line or lines of business is the applicant engaged?

Applicant is an award-winning, mixed-use development, construction, and property management company that specializes in Class A, urban, multifamily residential buildings.

B. Is the Applicant a proprietorship, partnership, limited liability company or corporation?

LLC

C. Year and state of incorporation or formation of business entity?

2011 - IN

If proprietorship, partnership, limited liability company or closed corporation, list the names and owners and the approximate amounts owned by each of its principal stockholders:

The Applicant is a national real estate development firm with numerous offices and projects across the country. Tadd Miller is the CEO of Milhaus. Additional information can be provided upon request.

D. If applicant is subsidiary of another business entity, state name and address of parent:

See above

E. List the name and titles of the principal officers of the applicant firm:

See above

F. List the name of the certified public accounting firm (or firms) which has performed audits of the applicant firm (or its parent books and records for the past five years:

See above

If the applicant corporation or its parent is a publicly held corporation and regularly files annual and quarterly reports on Form 10-K and Form 10-Q, respectively, attach as a part of this application, copies of the most recent Form 10-K and Form 10-Q, the applicant's most recent report to shareholders, as well as any reports on Form 8-K filed within the past fiscal year.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

II. The Project

A. Type of project (check one)

- [X] New business
- [ ] Establishment of branch plant/business
- [ ] Acquisition of existing business
- [ ] Expansion of existing business

B. Briefly describe the nature of the proposed project, including detailed information as to the structure itself (size of building, amount of land to be purchased, etc.), and what products or services are to be manufactured or provided:

Approx. 270 unit multifamily/residential project

C. Will the facility engage in direct retail sales? If so, are any of the retail sales catalog or on-line sales, and if so, how much:

No.

D. What is the street address or location of the proposed project?

NWC of N. 94th Street and State Avenue, Kansas City, KS 66112

E. Legal description of the property (attach separate sheet if necessary):

Will be completed in zoning/platting process.

F. Appraised value of property to be acquired from County Appraiser:

Real Estate	$	2,470,718**
Improvements	$	433,946**
Equipment	$	0

**The Project site is only a portion of Parcel No. 413100. The above figures are based on the Project's proportionate share of the 2020 appraised value of such parcel.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

G. Will the applicant be in direct competition with other local firm(s)? If so, name the firm(s):

There are other residential buildings in Wyandotte County; however, the Project is distinguishable based on its superior design, location, and quality of service

Describe the nature of the competition:

N/A

H. Does the applicant have a single or a multiple plant business or operation?

N/A; Applicant is a national real estate development firm.

I. Does the applicant or its parent presently have facilities located in Kansas City, Kansas and/or Wyandotte County? If so, describe and provide location:

No.

J. Will the Kansas City Kansas/Wyandotte County facility be the main operation of the applicant? If not, where is the main operation located?

The Applicant is a national real estate development firm with numerous offices and projects across the country.

III. Nature of Improvements

A. Approximate amount requested:

Land	$	2,600,000
Buildings	$	39,100,000
Machinery and Equipment	$	included above
Financing Costs	$	included above
Other (specify) Issuance costs and contingency	$	$3,300,000
Total	$	45,000,000

B. What type of machinery and equipment is proposed to be financed?

TBD

C. Name, address and telephone number of contractor, architect, engineer:

TBD

D. How many persons will be employed at the project?

6

How many new jobs will be created initially?

6

How many new jobs will created ultimately?

6

E. Briefly describe the approximate numbers of persons to be employed at the project at all levels (management, office, skilled, and unskilled, for example):

Manager: (1); Assistant Manager (1); Sales Associate (2); Maintenance Supervisor (1); Assistant Maintenance Supervisor: (1)

F. What dollar amount or percentage of the applicant's total projected annual sales is expected to be generated by the project?

N/A.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

G. What were applicant's total assets at all locations at the end of the last fiscal year?

Please see Question I.C. above

H. Is the prospective location properly zoned?

See below

If a zoning change is pending, cite application number and present status. If application has not been make, briefly describe what change will be need and plans for submitting application:

Applicant is in the process of rezoning to allow for multifamily/residential use.

I. Is there likelihood for expansion of the proposed facility within 3 years?

TBD

Is such expansion contemplated in this application for the resolution of intent?

No.

J. What is the estimated date for operations to begin at the project?

2022

IV. The Financing

A. Will the applicant pledge any assets other than the project itself to secure the bonds? If so, what?

No.

B. What other person, firm or corporation will guarantee the payment of the bonds?

N/A.

SUBMIT AS AN ATTACHMENT, THE SAME FINANCIAL INFORMATION WITH RESPECT TO THE GUARANTOR AS IS REQUESTED FOR THE APPLICANT UNDER PART III ABOVE.

C. What portion of the project will be financed from funds other than bond proceeds?

TBD

What is the source of such funds?

TBD

D. Has the applicant consulted a prospective purchaser or underwriter to determine whether the bonds are marketable?

N/A. Applicant or its lender will purchase the bonds.

If so, state the name, address and principal contact of the prospective underwriter:

E. If the bonds are to be privately placed, please attach the letter of intent or commitment letter relating to such sale:

F. Has the applicant considered conventional financing?

G. Does the applicant or its parent intend to purchase all or any part of the proposed bond issue?

V. Tax Abatement

Is the applicant requesting any tax abatement for the project in accordance with the Unified Government's policy? Describe estimated amount of tax abatement?

No tax abatement required. Fixed PILOT structure.

VI. Appraiser's Statement

Attach as a part of this application, a letter signed by the County Appraiser stating the estimated amount of ad valorem taxes payable for the land and improvements to be financed through the proceeds of the proposed bonds.

VI. Certification of Applicant

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect and that it is truly descriptive of the property which is intended as the security for the proposed bonds.

A check in the amount of $1,000 representing the non-refundable application fee is enclosed.

The undersigned acknowledges and agrees to pay a bond origination fee calculated on the schedule set forth below (less the $1,000 application fee) to the Unified Government simultaneously with the issuance of the bonds.

APPLICANT NAME: Milhaus Properties LLC, by Tadd Miller

SIGNATURE: DocuSigned by: [signature] 30C9F3CDFA5C447...

TITLE: Manager

Bond Origination Fee: .400% of principal amount of bonds issued up to $10,000,000

.250% of principal amount of bonds issued $10,000,000 -- $25,000,000

.125% of principal amount of bonds issued $25,000,000 and over

Dated this 22nd day of October, 2020.

Milhaus Properties LLC
Applicant Name

By: Tadd Miller
Title: Manager

FIRM DATA SHEET
(To be completed by the Firm)

Firm and Its Employees

Name of Firm: Milhaus Properties LLC

Description of the Firm's location or expansion in the community:
Approx. 270 unit multifamily/residential project

SIC ____________

Market Value of the Firm's initial new or additional investment in:

Land $ ____________

Building and improvements $ ____________

Furniture, fixtures and equipment $ ____________

Projected expansions:

Expansion 2:

Year of expansion: TBD

Additional investment in:

Land $ ____________

Buildings and improvements $ ____________

Furniture, fixtures and equipment $ ____________

Expansion 3:

Year of expansion ____________

Additional investment in:

Land $ ____________

Buildings and improvements $ ____________

Furniture, fixtures and equipment $ ____________

Expansion 4:

Year of expansion ____________

Additional investment in:

Land $ ____________

Buildings and improvements $ ____________

Furniture, fixtures and equipment $ ____________

FIRM DATA SHEET
(To be completed by the Firm)

New or additional sales of the firm

Year	
1	$ N/A
2	$ N/A
3	$ N/A
4	$ N/A
5	$ N/A
6	$ N/A
7	$ N/A
8	$ N/A
9	$ N/A
10	$ N/A

Percent of sales subject to sales taxes in the:

City	N/A	%
County	N/A	%
State	N/A	%

Annual net taxable income, as a percent or sales, on which state corporate income taxes will be computed: N/A %

Annual purchases of the firm:

Year	
1	$ 8,140,037
2	$ 8,140,037
3	$ 150,000
4	$ 150,000
5	$ 150,000
6	$ 150,000
7	$ 150,000
8	$ 150,000
9	$ 150,000
10	$ 150,000

Percent of purchases subject to sales taxes in the:

City	50	%
County	50	%
State	75	%

FIRM DATA SHEET
(To be completed by the Firm)

Annual utilities that will be used by the firm:

Water	$	62,000
Wastewater	$	(included above)
Telephone	$	9,300
Electricity	$	62,000
Gas	$	3,100
Garbage	$	49,600
Cable	$	108,500 (includes internet)
Other	$	15,500
	$	
	$	
	$	

Year		
1	$	310,000
2	$	313,100
3	$	316,231
4	$	319,393
5	$	322,587
6	$	325,813
7	$	329,071
8	$	332,362
9	$	335,686
10	$	339,042

Number of new employees moving to the county each year:

Year	From out-of state	Total
1	3	3
2		
3		
4		
5		
6		
7		
8		
9		
10		

FIRM DATA SHEET
(To be completed by the Firm)

Average Annual Salaries of employees:

Year	
1	$ 45,000
2	$ 45,450
3	$ 45,905
4	$ 46,364
5	$ 46,827
6	$ 47,295
7	$ 47,768
8	$ 48,246
9	$ 48,729
10	$ 49,216

Household size of a typical new worker: 3.5

Number of school age children in the household of a typical new worker: 1.5

Construction

Initial construction or expansion:

Cost of construction at the firm's new or expanded facility:	$ 39,100,000
If construction is by an outside contractor, estimated percent profit on the cost of construction:	$ N/A
Amount of taxable construction materials purchased in:	
Kansas	$ 13,300,000
The County	$ 6,650,000
The City	$ 6,650,000
Amount of taxable furniture, fixtures and equipment purchased in:	
Kansas	$ 400,000
The County	$ 200,000
The City	$ 200,000
Total construction salaries:	$ 10,576,800
Amount paid to an average construction worker during the construction period	$ 31,200
Household size of an average construction worker:	$ 1.5
Number of construction workers:	339

FIRM DATA SHEET
(To be completed by the Firm)

Expansion 2:

Expansion construction costs: $ ______________________

If construction is by an outside contractor, estimated percent profit on the cost of construction: $

Amount of taxable construction materials purchased in:

Kansas $ ______________________

The County $ ______________________

The City $ ______________________

Amount of taxable furniture, fixtures and equipment purchase in:

Kansas $ ______________________

The County $ ______________________

The City $ ______________________

Total construction salaries: $ ______________________

Amount paid to an average construction worker during the construction period: $ ______________________

Number of construction workers: ______________________

Expansion 3:

Expansion construction costs: $ ______________________

If construction is by an outside contractor, estimated percent profit on the cost of construction: $

Amount of taxable construction materials purchased in:

Kansas $ ______________________

The County $ ______________________

The City $ ______________________

Amount of taxable furniture, fixtures and equipment purchase in:

Kansas $ ______________________

The County $ ______________________

The City $ ______________________

Total construction salaries: $ ______________________

Amount paid to an average construction worker during the construction period: $ ______________________

Number of construction workers: ______________________

FIRM DATA SHEET
(To be completed by the Firm)

Expansion 4:

Expansion construction costs:	$	
If construction is by an outside contractor, estimated percent profit on the cost of construction:	$	
Amount of taxable construction materials purchased in:		
Kansas	$	
The County	$	
The City	$	
Amount of taxable furniture, fixtures and equipment purchase in:		
Kansas	$	
The County	$	
The City	$	
Total construction salaries:	$	
Amount paid to an average construction worker during the construction period:	$	
Number of construction workers:		

Visitors

Number of out-of –town visitors expected at the firm:

Year		
1	$	270
2	$	270
3	$	270
4	$	270
5	$	270
6	$	270
7	$	270
8	$	270
9	$	270
10	$	270

Number of days that each visitor wiii stay in area: 1.5

Number of nights that a typical visitor will stay in a local hotel or motel:

In the City: 1

Anywhere in the county: 1.5

Staff Request for Commission Action

Tracking No. 21680

Full Commission Meeting Date: 3/11/21 for public hearing

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21 (If none, please explain):

Publication Required: Yes 2/19/2021

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/17/2021	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:

Resolution of Intent to Issue Industrial Revenue Bonds in the amount not to exceed $54,820,000 to finance the costs of acquiring, constructing, improving and equipping a commercial multifamily facility for the benefit of Legends 267, LLC

Action Requested:

Move to FC 3/11 for public hearing and approval

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Legends 267 Application-for-IRB (911183xA006D), CBA_Legends_267_(with_LMW)_Revised_02172021, Resolution of Intent (Legends 267)

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
(A non-refundable application fee of $1,000 must accompany this application when filed with the Unified Clerk's Office)

The undersigned hereby agrees that the submission of this Application to the Unified Government, and the Unified Government's adoption of a Resolution indicating an intent to issue the Bonds to provide funds for the Project will not give rise to an obligation by the Unified Government to fund such Project in the amount requested or in any amount. The undersigned further understands and agrees that there is no assurance that Bonds will be issued by the Unified Government or that Bond proceeds will be sufficient to fund the Project as hereby requested.

February 15, 2021
Date of Application

Legends 267, L.L.C.
Applicant (Firm Name or Name of Individual)

Telephone Number (816) 215-4059
Fax Number
E-mail Address rbecker@lukedraily.com

75 NW Business Park Lane, Riverside, MO 64150
Address

Bob Becker
Name of Responsible Officer

Managing Member
Title

75 NW Business Park Lane, Riverside, MO 64150
Address

Aaron G. March, Esq.
Attorney for Applicant

Telephone Number 816-753-9200
Fax Number
E-mail Address amarch@rousepc.com

4510 Belleview Ave., Suite 300, Kansas City, MO 64111
Address

Underwriter or Purchaser of Bonds (If known)

Telephone Number
Fax Number
E-mail Address

Address

Amount of Bonds Requested:

$ 60,000,000

Nature of Project:
- ☐ Industrial
- ☐ Commercial
- ☐ Agricultural
- ☐ Pollution Control
- ☒ Other (please specify) Apartments

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

I. Corporate or Business Entity Information

A. In what line or lines of business is the applicant engaged?

construction, ownership and management of apartments

B. Is the Applicant a proprietorship, partnership, limited liability company or corporation?

Limited Liability Company

C. Year and state of incorporation or formation of business entity?

2020, Missouri

If proprietorship, partnership, limited liability company or closed corporation, list the names and owners and the approximate amounts owned by each of its principal stockholders:

See Exhibit A: Ownership Interest Percentages

D. If applicant is subsidiary of another business entity, state name and address of parent:

E. List the name and titles of the principal officers of the applicant firm:

Robert Becker, Managing Member

F. List the name of the certified public accounting firm (or firms) which has performed audits of the applicant firm (or its parent books and records for the past five years:

N/A

If the applicant corporation or its parent is a publicly held corporation and regularly files annual and quarterly reports on Form 10-K and Form 10-Q, respectively, attach as a part of this application, copies of the most recent Form 10-K and Form 10-Q, the applicant's most recent report to shareholders, as well as any reports on Form 8-K filed within the past fiscal year.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

II. The Project

A. Type of project (check one)

- [X] New business
- [ ] Establishment of branch plant/business
- [ ] Acquisition of existing business
- [ ] Expansion of existing business

B. Briefly describe the nature of the proposed project, including detailed information as to the structure itself (size of building, amount of land to be purchased, etc.), and what products or services are to be manufactured or provided:

2.45 acres, 267 apartments and parking garage

C. Will the facility engage in direct retail sales? If so, are any of the retail sales catalog or on-line sales, and if so, how much:

No.

D. What is the street address or location of the proposed project?

1879 VILLAGE WEST PKWY, KANSAS CITY KS 66111

E. Legal description of the property (attach separate sheet if necessary):

LOT 33, THE LEGENDS AT VILLAGE WEST, FIFTH PLAT A SUBDIVISION OF LAND LYING IN SECTION 2, TOWNSHIP II SOUTH, RANGE 23 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS. CONTAINING 2.45 ACRES (106,828 SQUARE FEET), MORE OR LESS.

F. Appraised value of property to be acquired from County Appraiser:

Real Estate	$ 1,716,860
Improvements	$
Equipment	$

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

G. Will the applicant be in direct competition with other local firm(s)? If so, name the firm(s):

No

Describe the nature of the competition:

N/A.

H. Does the applicant have a single or a multiple plant business or operation?

N/A.

I. Does the applicant or its parent presently have facilities located in Kansas City, Kansas and/or Wyandotte County? If so, describe and provide location:

No.

J. Will the Kansas City Kansas/Wyandotte County facility be the main operation of the applicant? If ot, where is the main operation located?

N/A

III. Nature of Improvements

A. Approximate amount requested:

Land	$	3,700,000
Buildings	$	44,070,000
Machinery and Equipment	$	Included above
Financing Costs	$	
Other (specify) Prof Services	$	1,500,000
Financing		2,500,000
Contingency		2,050,000
Total	$	53,800,000

B. What type of machinery and equipment is proposed to be financed?

applicances such as dishwashers, fridge, washer/dryer, stoves, microwaves, pool equipment, fitness equipment

C. Name, address and telephone number of contractor, architect, engineer:

Rosemann & Assocaites, 1526 Grand Blvd, Kansas City, MO 64108
CFS Engineers, 1421 E 104th Street, Suite 100, Kansas City, MO 64131
Luke Draily Construction Co, 75 NW Business Park Lane, Riverside, MO 64150

D. How many persons will be employed at the project?

During Construction - 200+

How many new jobs will be created initially?

During Construction - 125+

How many new jobs will created ultimately?

After Construction - 10+/-

E. Briefly describe the approximate numbers of persons to be employed at the project at all levels (management, office, skilled, and unskilled, for example):

For leasing, managing and maintenance of the property:
2 managers; 3 office; 2 skilled and 2 unskilled for maintenance

F. What dollar amount or percentage of the applicant's total projected annual sales is expected to be generated by the project?

N/A.

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

G. What were applicant's total assets at all locations at the end of the last fiscal year?

N/A

H. Is the prospective location properly zoned?

Yes, the UG Board of Commissioners approved the change of zone in January 2021.

If a zoning change is pending, cite application number and present status. If application has not been make, briefly describe what change will be need and plans for submitting application:

N/A

I. Is there likelihood for expansion of the proposed facility within 3 years?

N/A

Is such expansion contemplated in this application for the resolution of intent?

J. What is the estimated date for operations to begin at the project?

Certificate of Occupancy expected April 2024

IV. The Financing

A. Will the applicant pledge any assets other than the project itself to secure the bonds? If so, what?

No.

B. What other person, firm or corporation will guarantee the payment of the bonds?

None.

SUBMIT AS AN ATTACHMENT, THE SAME FINANCIAL INFORMATION WITH RESPECT TO THE GUARANTOR AS IS REQUESTED FOR THE APPLICANT UNDER PART III ABOVE.

C. What portion of the project will be financed from funds other than bond proceeds?

What is the source of such funds?

1. Equity: $17,600,000
2. Debt: $36,300,000

D. Has the applicant consulted a prospective purchaser or underwriter to determine whether the bonds are marketable?

Yes

If so, state the name, address and principal contact of the prospective underwriter:

Central Bank

E. If the bonds are to be privately placed, please attach the letter of intent or commitment letter relating to such sale:

F. Has the applicant considered conventional financing?

Yes.

G. Does the applicant or its parent intend to purchase all or any part of the proposed bond issue?

No.

V. Tax Abatement

Is the applicant requesting any tax abatement for the project in accordance with the Unified Government's policy? Describe estimated amount of tax abatement?

CID and PILOTs per Development Agreement

VI. Appraiser's Statement

Attach as a part of this application, a letter signed by the County Appraiser stating the estimated amount of ad valorem taxes payable for the land and improvements to be financed through the proceeds of the proposed bonds.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

VI. Certification of Applicant

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect and that it is truly descriptive of the property which is intended as the security for the proposed bonds.

A check in the amount of $1,000 representing the non-refundable application fee is enclosed.

The undersigned acknowledges and agrees to pay a bond origination fee calculated on the schedule set forth below (less the $1,000 application fee) to the Unified Government simultaneously with the issuance of the bonds.

APPLICANT NAME: Legends 267, LLC

SIGNATURE:

TITLE: Managing Member

Bond Origination Fee:	.400% of principal amount of bonds issued up to $10,000,000
	.250% of principal amount of bonds issued $10,000,000 -- $25,000,000
	.125% of principal amount of bonds issued $25,000,000 and over

Dated this 15TH day of Feb, 2021.

Robert J. Becker
Applicant Name

By:
Title: Managing Member

Exhibit A

OWNERSHIP INTEREST PERCENTAGES

The Ownership Interest Percentages in Legends 267, LLC, a Missouri limited liability company, as of January 12, 2021, is as follows:

Beck-Cal, L.L.C.
Seventy Percent (70%) Ownership Interest

Eye 35 Investments, LLC
Five Percent (5%) Ownership Interest

MAGA Ventures, LLC
Four Percent (4%) Ownership Interest

Cowboy Capital, LLC
Four Percent (4%) Ownership Interest

HERO Kansas City, L.L.C.
Three Percent (3%) Ownership Interest

JLC Realty Investments, LLC
One Percent (1%) Ownership Interest

Larry Scott Walker
One Percent (1%) Ownership Interest

Russell Wolfe
c/o Custodian CNB Custody
One Percent (1%) Ownership Interest

Thomas C. Wood
One Percent (1%) Ownership Interest

Charles Calvert
Two and One-Half Percent (2.5%) Ownership Interest

Dan McCauley
c/o Custodian CNB Custody
One Percent (1%) Ownership Interest

Joseph C. Roetheli Revocable Trust
Two Percent (2%) Ownership Interest

The Lonee Michele Jones Trust
One and One-Half Percent (1.5%) Ownership Interest

Heckman Apt. 1, LLC
One Percent (1%) Ownership Interest

James Michael Carney
One Percent (1%) Ownership Interest

R C P IX, LLC
One Percent (1%) Ownership Interest

FIRM DATA SHEET
(To be completed by the Firm)

Firm and Its Employees

Name of Firm: N/A

Description of the Firm's location or expansion in the community:

______

SIC ______

Market Value of the Firm's initial new or additional investment in:

Land $ ______

Building and improvements $ ______

Furniture, fixtures and equipment $ ______

Projected expansions:

Expansion 2:

Year of expansion: ______

Additional investment in:

Land $ ______

Buildings and improvements $ ______

Furniture, fixtures and equipment $ ______

Expansion 3:

Year of expansion ______

Additional investment in:

Land $ ______

Buildings and improvements $ ______

Furniture, fixtures and equipment $ ______

Expansion 4:

Year of expansion ______

Additional investment in:

Land $ ______

Buildings and improvements $ ______

Furniture, fixtures and equipment $ ______

FIRM DATA SHEET
(To be completed by the Firm)

New or additional sales of the firm

Year	
1	$ ______________
2	$ ______________
3	$ ______________
4	$ ______________
5	$ ______________
6	$ ______________
7	$ ______________
8	$ ______________
9	$ ______________
10	$ ______________

Percent of sales subject to sales taxes in the:

City	______________ %
County	______________ %
State	______________ %

Annual net taxable income, as a percent or sales, on which state corporate income taxes will be computed: ______________ %

Annual purchases of the firm:

Year	
1	$ ______________
2	$ ______________
3	$ ______________
4	$ ______________
5	$ ______________
6	$ ______________
7	$ ______________
8	$ ______________
9	$ ______________
10	$ ______________

Percent of purchases subject to sales taxes in the:

City	______________ %
County	______________ %
State	______________ %

FIRM DATA SHEET
(To be completed by the Firm)

Annual utilities that will be used by the firm:

Water	$	______________
Wastewater	$	______________
Telephone	$	______________
Electricity	$	______________
Gas	$	______________
Garbage	$	______________
Cable	$	______________
Other	$	______________
______________	$	______________
______________	$	______________
______________	$	______________

Year		
1	$	______________
2	$	______________
3	$	______________
4	$	______________
5	$	______________
6	$	______________
7	$	______________
8	$	______________
9	$	______________
10	$	______________

Number of new employees moving to the county each year:

Year	From out-of state	Total
1	______________	______________
2	______________	______________
3	______________	______________
4	______________	______________
5	______________	______________
6	______________	______________
7	______________	______________
8	______________	______________
9	______________	______________
10	______________	______________

FIRM DATA SHEET
(To be completed by the Firm)

Average Annual Salaries of employees:

Year	
1	$ ____________
2	$ ____________
3	$ ____________
4	$ ____________
5	$ ____________
6	$ ____________
7	$ ____________
8	$ ____________
9	$ ____________
10	$ ____________

Household size of a typical new worker: ____________

Number of school age children in the household of a typical new worker: ____________

Construction

Initial construction or expansion:

Cost of construction at the firm's new or expanded facility: $ ____________

If construction is by an outside contractor, estimated percent profit on the cost of construction: $ ____________

Amount of taxable construction materials purchased in:

- Kansas $ ____________
- The County $ ____________
- The City $ ____________

Amount of taxable furniture, fixtures and equipment purchased in:

- Kansas $ ____________
- The County $ ____________
- The City $ ____________

Total construction salaries: $ ____________

Amount paid to an average construction worker during the construction period $ ____________

Household size of an average construction worker: $ ____________

Number of construction workers: ____________

FIRM DATA SHEET
(To be completed by the Firm)

Expansion 2:

Expansion construction costs:	$	____________
If construction is by an outside contractor, estimated percent profit on the cost of construction:	$	
Amount of taxable construction materials purchased in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Amount of taxable furniture, fixtures and equipment purchase in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Total construction salaries:	$	____________
Amount paid to an average construction worker during the construction period:	$	____________
Number of construction workers:		____________

Expansion 3:

Expansion construction costs:	$	____________
If construction is by an outside contractor, estimated percent profit on the cost of construction:	$	
Amount of taxable construction materials purchased in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Amount of taxable furniture, fixtures and equipment purchase in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Total construction salaries:	$	____________
Amount paid to an average construction worker during the construction period:	$	____________
Number of construction workers:		____________

FIRM DATA SHEET
(To be completed by the Firm)

Expansion 4:

Expansion construction costs:	$	____________
If construction is by an outside contractor, estimated percent profit on the cost of construction:	$	
Amount of taxable construction materials purchased in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Amount of taxable furniture, fixtures and equipment purchase in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Total construction salaries:	$	____________
Amount paid to an average construction worker during the construction period:	$	____________
Number of construction workers:		____________

Visitors

Number of out-of –town visitors expected at the firm:

Year		
1	$	____________
2	$	____________
3	$	____________
4	$	____________
5	$	____________
6	$	____________
7	$	____________
8	$	____________
9	$	____________
10	$	____________

Number of days that each visitor will stay in area: ____________

Number of nights that a typical visitor will stay in a local hotel or motel:

In the City: ____________

Anywhere in the county: ____________

A Tax Abatement Cost-Benefit Analysis of
Legends 267, LLC
for the Unified Government of Kansas City/Wyandotte County

Completed by

Municipal Consulting, LLC

2/17/2021

CONTENTS:

ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return**: Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents and acceptable investment opportunity.
- **Benefit - Cost Ratio**: Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Kansas City	2.74	17%
Wyandotte County	2.31	13%
Piper-Kansas City USD 203	3.99	30%
KC Community College	2.61	16%
Wyandotte County Library	2.15	8%
State of Kansas	2.11	11%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that the Unified Government will approve a 100% property tax abatement for 10 years. A graduated PILOT payment has been considered in this analysis. This report assumes that the firm will obtain a sales tax exemption on construction materials and that the existing sales tax rates for the city, county and state will remain the same. We point out that the main economic benefits of this project are from new residents rather than new jobs.

We used conservative assumptions that the apartments would be 50% leased in Year 1, 75% in Year 2 and 95% in Year 3, and that only 50% of the new residents would come from outside the city.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb Digitally signed by R. Steven Robb
Date: 2021.02.17 16:40:18 -06'00'

R. Steven Robb
Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
www.municipalconsulting.biz
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		**Legends 267, LLC**		(With L/M/W)	
DATE:			2/17/2021		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			**City of Kansas City**		
COUNTY:			**Wyandotte County**		
SCHOOL DISTRICT:			**Piper-Kansas City USD 203**		
SPECIAL TAXING DISTRICT #1			**KC Community College**		
SPECIAL TAXING DISTRICT #2			**Wyandotte County Library**		
STATE:			**State of Kansas**		
INFLATION RATE:		1.60%	DISCOUNT RATE:		2.50%

Legends 267, LLC

Column1	Column2	Column3	Column4	Column6	Column7	Column11
Community Data Inputs:						
	City of Kansas City	Wyandotte County	Piper-Kansas City USD 203	KC Community College	Wyandotte County Library	State
Mill Levy	38.470262	39.327324	57.208705	27.425977	6.129017	1.500
Sales Tax	1.625%	1.000%	n/a	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a	n/a
Utility Revenue/HsHld	$0.93	n/a	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	$512.25	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	$71.20	$72.08	n/a	$249.99	$37.06	$1,511.19
Marg. Cost/Res./Student	$103.74	$36.46	$1,294.55	$23.08	$10.48	$654.19
Other Revenues/Worker	$67.75	$68.59	n/a	$237.89	$35.27	$1,301.74
Marginal Cost/New Worker	$98.72	$34.70	n/a	$21.96	$9.97	$563.52
State Funding/Pupil	n/a	n/a	$8,077.15	n/a	n/a	$10,173
Federal Funding/Pupil	n/a	n/a	$251.20	n/a	n/a	$1,022
Visitor Daily Spending	$50.00	$50.00				$75.00
Average Hotel Room Rate	$100	$100		Total Mill Levy		n/a
Retail Pull Factor	0.93	0.96		170.061285		n/a
Percent of County Share	90.90%	100.00%				n/a
Ann. Local Per Capita Sales/Use Tax	$211	$155				n/a
Ann. State Per Capita Sales/Use Tax	$936	$939				$1,369
Annual Per Capita Retail Sales	$14,396	$14,452				$21,064
Average Household Size	2.68	2.67				2.49
Avg. Wage-All Occupations	$48,689	$48,689				$46,520

Legends 267, LLC

Column:	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
Firm Data Inputs:				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Investment in Land & Building				$47,750,000										Total
Investment in Furniture, Fixtures & Equip.				Included Above	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contingency Costs				$3,070,000										
Prof. Fees and Financing Costs				$4,000,000										
Total Project Investment				$54,820,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$54,820,000
City Incentives														$0
		Growth	**Const. Per.**	**Yr. 1**	**Yr. 2**	**Yr. 3**	**Yr. 4**	**Yr. 5**	**Yr. 6**	**Yr. 7**	**Yr. 8**	**Yr. 9**	**Yr. 10**	**Total**
Sales		0.00%		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Purchases		0.00%		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net City Util. Revenue		3.00%	$0	$71	$104	$132	$135	$137	$140	$143	$146	$149	$152	$1,310
Franchise Fees		3.00%	$0	$39,315	$57,540	$72,920	$74,379	$75,866	$77,383	$78,931	$80,510	$82,120	$83,762	$722,726
PILOT- City			$0	$79,600	$80,395	$81,199	$82,011	$82,831	$83,660	$84,496	$85,341	$86,195	$100,286	$846,016
PILOT - County			$0	$81,373	$82,186	$83,008	$83,839	$84,677	$85,524	$86,379	$87,243	$88,115	$102,521	$864,864
PILOT - State			$0	$3,104	$3,135	$3,166	$3,198	$3,230	$3,262	$3,295	$3,328	$3,361	$3,910	$32,987
PILOT - School			$0	$118,372	$119,555	$120,751	$121,958	$123,178	$124,410	$125,654	$126,910	$128,179	$149,135	$1,258,101
PILOT - Comm. Coll.			$0	$56,748	$57,315	$57,888	$58,467	$59,052	$59,642	$60,239	$60,841	$61,449	$71,496	$603,136
PILOT- Library			$0	$12,682	$12,808	$12,937	$13,066	$13,197	$13,329	$13,462	$13,596	$13,732	$15,977	$134,786
New Resident Households[2]			0	134	67	53	0	0	0	0	0	0	0	254
Households new to the city			50%	67	33	27	0.0	0.0	0.0	0.0	0.0	0.0	0.0	127.0
Households new to the county			30%	40	20	16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	76.0
Households new to the state			5.0%	7	3	3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.7
New students in K-12				38	17	13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	68.4
New Employees				10	0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0
New employee average salary			1.60%	$38,905	$39,527	$40,160	$40,802	$41,455	$42,119	$42,792	$43,477	$44,173	$44,879	N/A
Tax Abatement-Land				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg.				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors		0.0%	0	0	0	0	0	0	0	0	0	0	0	0
				City	**County**	**State**								
Percentage of sales taxable in the				0%	0%	0%								
Percentage of purchases taxable in the				0%	0%	0%								
Assumed Inflation Rate				1.60%										

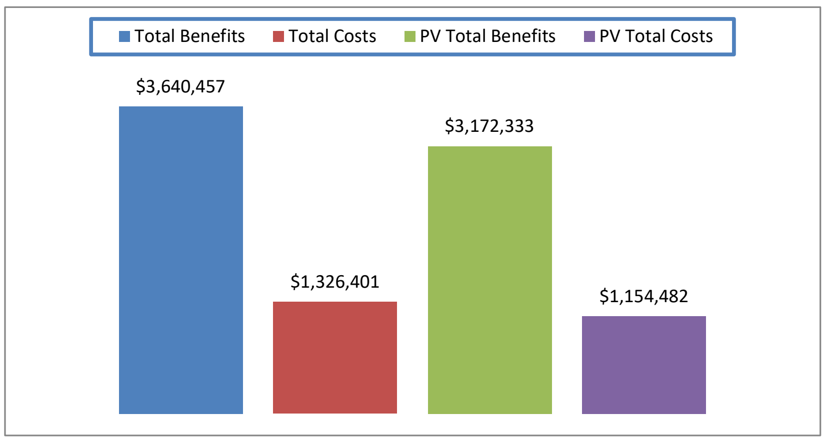
[2] Assumption is that apartments will be 50% leased in Year 1, 75% in Year 2 and 95% by Year 3 and thereafter.

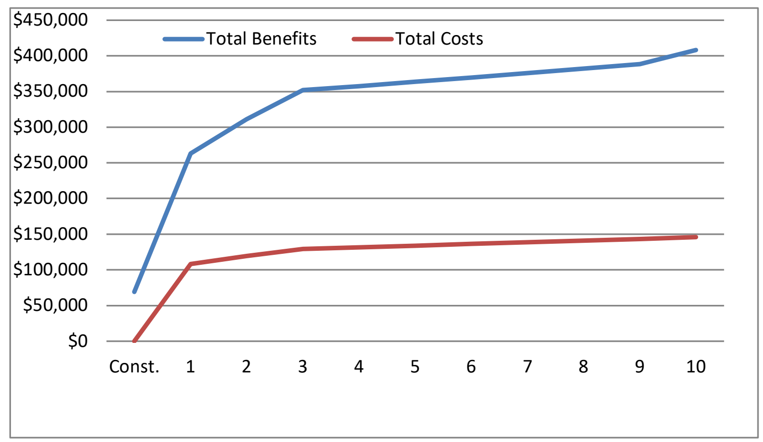
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:		**Legends 267, LLC**						
DATE:		2/17/2021						
Entity	**Total Benefits**	**Total Costs & Incentives**	**Net Benefits**	**Net Present Value of Net Benefits**	**NPV of Incentives & Taxes Abated**	**Ratio of NPV of Net Benefits to NPV of Incentives and Taxes Abated**	**Actual Benefit to Actual Cost Ratio**	**Avg. Annual Rate of Return**
City of Kansas City	$3,640,457	$1,326,401	$2,314,056	$2,017,851	$809,165	2.49	2.74	17%
Wyandotte County	$2,398,310	$1,036,340	$1,361,970	$1,190,688	$827,193	1.44	2.31	13%
Piper-Kansas City USD 203	$8,037,490	$2,012,609	$6,024,881	$5,225,564	$1,035,033	5.05	3.99	30%
KC Community College	$1,869,849	$717,149	$1,152,700	$1,001,886	$576,865	1.74	2.61	16%
Wyandotte County Library	$372,323	$173,160	$199,163	$173,287	$128,915	1.34	2.15	8%
State of Kansas	$1,673,573	$794,488	$879,085	$820,222	$31,550	26.00	2.11	11%
Totals	$17,992,001	$6,060,147	$11,931,854	$10,429,499	$3,408,721	3.060	2.97	n/a

SUMMARY OF COSTS AND BENEFITS FOR: **City of Kansas City**
PROJECT: **Legends 267, LLC**
DATE: 2/17/2021
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **2.74**
Ratio of Present Value of Total Benefits to Present Value of Total Costs: **2.75**
(Typical desired ratio would be 1.3 to 1) **Average ROI** **17.45%**

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	$69,129	$0	$0	$0	$0	$69,129	$69,129	$0	$0	$0	$0	$69,129	$69,129	$69,129	$0
1	$43,091	$86,270	$39,386	$79,600	$14,895	$263,242	$256,822	$21,702	$86,270	$107,972	$105,339	$155,270	$224,400	$151,483	$84,165
2	$63,570	$87,650	$57,644	$80,395	$21,811	$311,070	$296,081	$31,779	$87,650	$119,429	$113,674	$191,642	$416,041	$182,407	$83,426
3	$80,845	$89,052	$73,052	$81,199	$27,646	$351,795	$326,677	$40,281	$89,052	$129,333	$120,099	$222,462	$638,503	$206,578	$82,694
4	$82,443	$90,477	$74,513	$82,011	$28,191	$357,636	$324,001	$41,075	$90,477	$131,552	$119,180	$226,084	$864,588	$204,821	$81,968
5	$84,073	$91,925	$76,004	$82,831	$28,747	$363,580	$321,351	$41,885	$91,925	$133,810	$118,268	$229,770	$1,094,358	$203,083	$81,248
6	$85,735	$93,396	$77,524	$83,660	$29,314	$369,628	$318,729	$42,711	$93,396	$136,106	$117,364	$233,522	$1,327,879	$201,365	$80,535
7	$87,430	$94,890	$79,074	$84,496	$29,892	$375,782	$316,132	$43,553	$94,890	$138,443	$116,467	$237,339	$1,565,219	$199,665	$79,828
8	$89,158	$96,408	$80,656	$85,341	$30,481	$382,044	$313,562	$44,412	$96,408	$140,820	$115,577	$241,225	$1,806,443	$197,984	$79,127
9	$90,921	$97,951	$82,269	$86,195	$31,082	$388,417	$311,017	$45,288	$97,951	$143,238	$114,695	$245,179	$2,051,622	$196,322	$78,432
10	$92,718	$99,518	$83,914	$100,286	$31,695	$408,132	$318,832	$46,181	$99,518	$145,699	$113,819	$262,433	$2,314,056	$205,013	$77,743
Total	$869,115	$927,536	$724,036	$846,016	$273,754	$3,640,457	$3,172,333	$398,865	$927,536	$1,326,401	$1,154,482	$2,314,056	$2,314,056	$2,017,851	$809,165





SUMMARY OF COSTS AND BENEFITS FOR: **Wyandotte County**

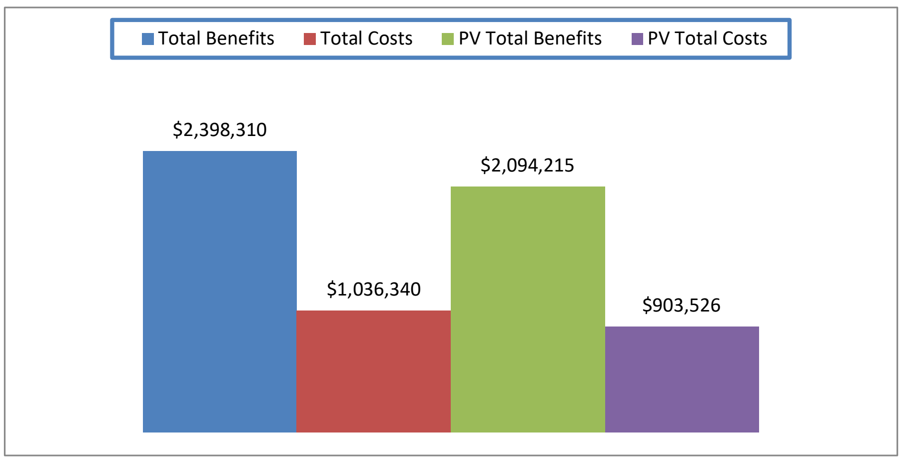
PROJECT: **Legends 267, LLC**

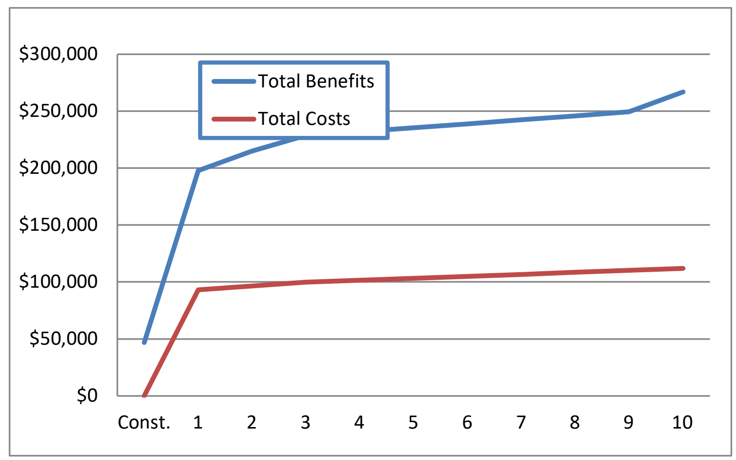
DATE: 2/17/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**2.31**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**2.32**
Average ROI	**13.14%**

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	$46,800	$0	$0	$0	$46,800	$46,800	$0	$0	$0	$0	$46,800	$46,800	$46,800	$0
1	$20,302	$88,192	$81,373	$7,891	$197,758	$192,935	$4,951	$88,192	$93,143	$90,871	$104,615	$151,415	$102,064	$86,041
2	$29,332	$89,603	$82,186	$13,971	$215,092	$204,728	$7,082	$89,603	$96,685	$92,026	$118,407	$269,822	$112,702	$85,285
3	$36,954	$91,036	$83,008	$17,526	$228,525	$212,208	$8,881	$91,036	$99,917	$92,783	$128,607	$398,430	$119,425	$84,536
4	$37,679	$92,493	$83,839	$17,869	$231,879	$210,071	$9,055	$92,493	$101,548	$91,997	$130,332	$528,761	$118,074	$83,794
5	$38,418	$93,973	$84,677	$18,219	$235,287	$207,959	$9,232	$93,973	$103,205	$91,218	$132,082	$660,844	$116,741	$83,058
6	$39,172	$95,476	$85,524	$18,575	$238,747	$205,871	$9,412	$95,476	$104,889	$90,445	$133,859	$794,702	$115,426	$82,329
7	$39,941	$97,004	$86,379	$18,939	$242,262	$203,807	$9,596	$97,004	$106,600	$89,679	$135,662	$930,364	$114,128	$81,606
8	$40,725	$98,556	$87,243	$19,309	$245,833	$201,766	$9,784	$98,556	$108,340	$88,920	$137,493	$1,067,857	$112,847	$80,889
9	$41,525	$100,133	$88,115	$19,687	$249,460	$199,749	$9,976	$100,133	$110,108	$88,167	$139,351	$1,207,208	$111,582	$80,179
10	$42,340	$101,735	$102,521	$20,072	$266,668	$208,320	$10,171	$101,735	$111,906	$87,421	$154,762	$1,361,970	$120,900	$79,475
Total	$413,187	$948,200	$864,864	$172,059	$2,398,310	$2,094,215	$88,140	$948,200	$1,036,340	$903,526	$1,361,970	$1,361,970	$1,190,688	$827,193





SUMMARY OF COSTS AND BENEFITS FOR: Piper-Kansas City USD 203

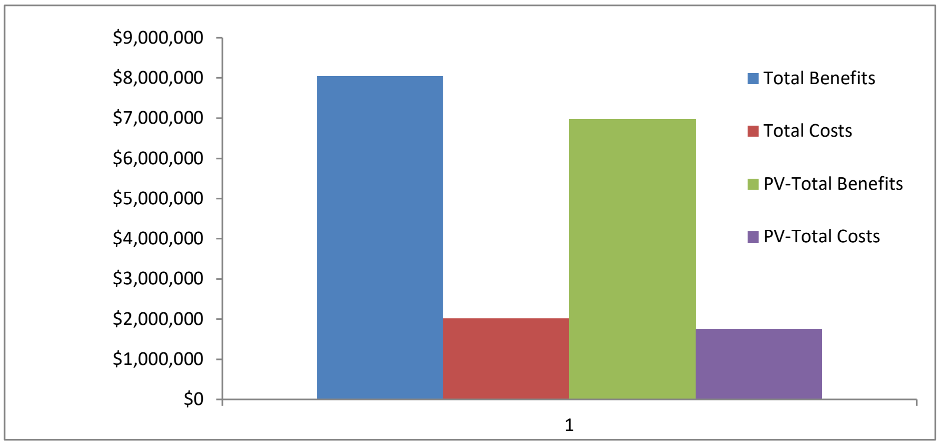
PROJECT: Legends 267, LLC

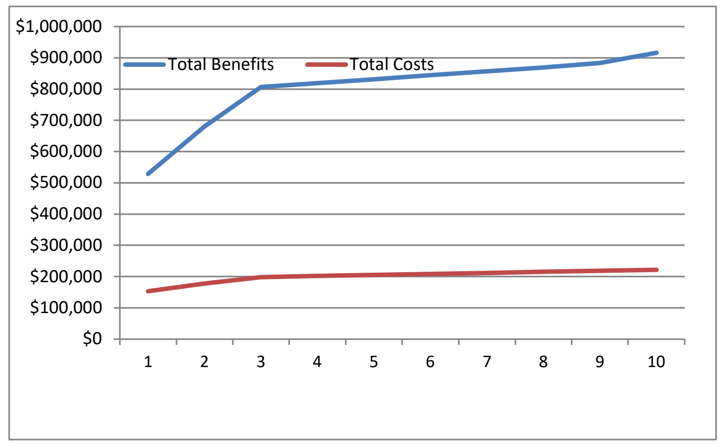
DATE: 2/17/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	3.99
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	3.99
(Typical desired ratio would be 1.3 to 1) Average ROI	29.94%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	$110,351	$118,372	$17,940	$282,406	$529,068	$516,164	$43,206	$110,351	$153,556	$149,811	$375,512	$375,512	$366,353	$107,659
2	$112,116	$119,555	$18,227	$430,386	$680,285	$647,505	$65,846	$112,116	$177,962	$169,387	$502,323	$877,835	$478,118	$106,714
3	$113,910	$120,751	$18,519	$553,879	$807,058	$749,434	$84,739	$113,910	$198,649	$184,465	$608,409	$1,486,244	$564,968	$105,777
4	$115,733	$121,958	$18,815	$562,741	$819,247	$742,197	$86,095	$115,733	$201,827	$182,846	$617,419	$2,103,663	$559,351	$104,848
5	$117,584	$123,178	$19,116	$571,745	$831,623	$735,033	$87,472	$117,584	$205,056	$181,240	$626,566	$2,730,229	$553,793	$103,927
6	$119,466	$124,410	$19,422	$580,893	$844,190	$727,942	$88,872	$119,466	$208,337	$179,649	$635,852	$3,366,082	$548,293	$103,015
7	$121,377	$125,654	$19,733	$590,187	$856,950	$720,922	$90,294	$121,377	$211,671	$178,071	$645,279	$4,011,361	$542,851	$102,110
8	$123,319	$126,910	$20,048	$599,630	$869,907	$713,973	$91,738	$123,319	$215,058	$176,508	$654,850	$4,666,211	$537,466	$101,214
9	$125,292	$128,179	$20,369	$609,224	$883,065	$707,095	$93,206	$125,292	$218,498	$174,958	$664,566	$5,330,777	$532,137	$100,325
10	$127,297	$149,135	$20,695	$618,971	$916,098	$715,654	$94,698	$127,297	$221,994	$173,422	$694,104	$6,024,881	$542,233	$99,444
Total	$1,186,444	$1,258,101	$192,884	$5,400,061	$8,037,490	$6,975,920	$826,165	$1,186,444	$2,012,609	$1,750,356	$6,024,881	$6,024,881	$5,225,564	$1,035,033





SUMMARY OF COSTS AND BENEFITS FOR: **KC Community College**

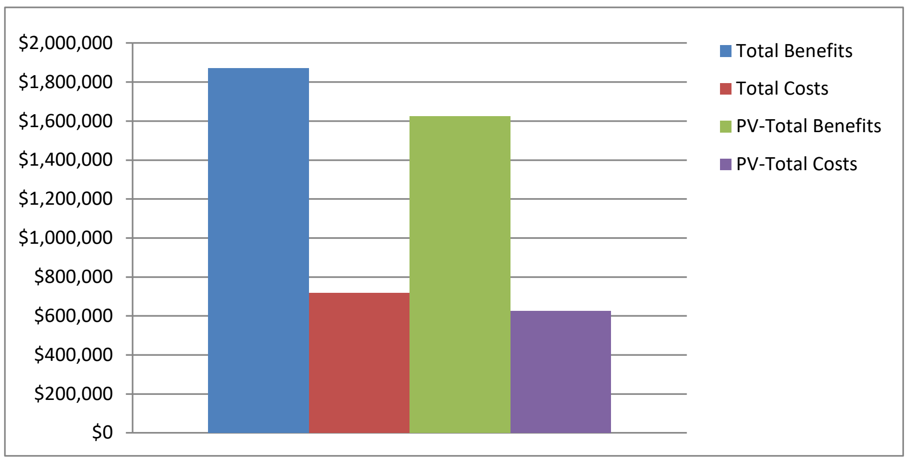
PROJECT: **Legends 267, LLC**

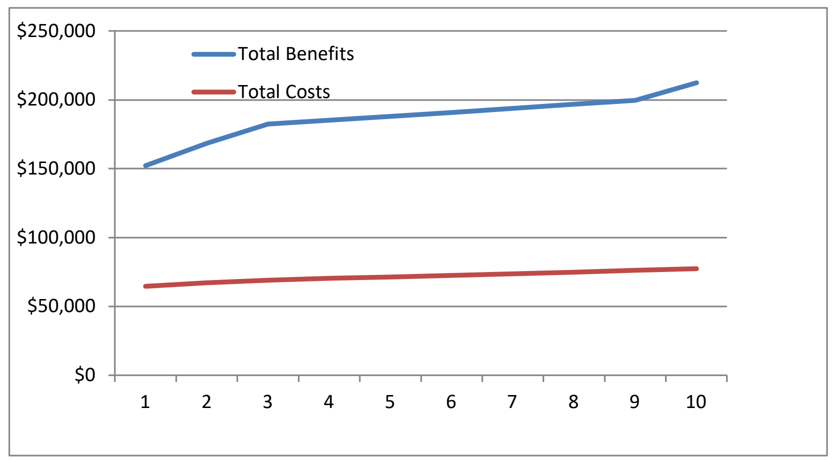
DATE: 2/17/2021

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**2.61**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**2.60**
(Typical desired ratio would be 1.3 to 1) **Average ROI**	**16.07%**

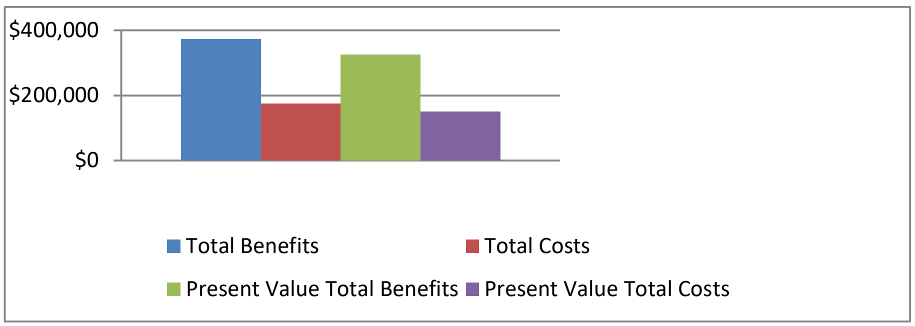
Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	$61,503	$56,748	$34,053	$152,303	$148,588	$3,144	$61,503	$64,647	$63,070	$87,657	$87,657	$85,519	$60,003
2	$62,487	$57,315	$48,665	$168,467	$160,349	$4,493	$62,487	$66,980	$63,752	$101,487	$189,144	$96,597	$59,476
3	$63,487	$57,888	$61,001	$182,376	$169,354	$5,632	$63,487	$69,118	$64,183	$113,258	$302,402	$105,171	$58,954
4	$64,502	$58,467	$62,194	$185,163	$167,749	$5,742	$64,502	$70,244	$63,638	$114,919	$417,321	$104,111	$58,436
5	$65,534	$59,052	$63,409	$187,996	$166,161	$5,854	$65,534	$71,388	$63,097	$116,607	$533,928	$103,064	$57,923
6	$66,583	$59,642	$64,649	$190,874	$164,590	$5,968	$66,583	$72,551	$62,561	$118,323	$652,251	$102,030	$57,414
7	$67,648	$60,239	$65,913	$193,800	$163,037	$6,085	$67,648	$73,733	$62,029	$120,067	$772,318	$101,008	$56,910
8	$68,731	$60,841	$67,202	$196,774	$161,501	$6,204	$68,731	$74,935	$61,502	$121,839	$894,157	$99,999	$56,410
9	$69,830	$61,449	$68,516	$199,796	$159,982	$6,325	$69,830	$76,156	$60,980	$123,640	$1,017,797	$99,002	$55,915
10	$70,948	$71,496	$69,856	$212,299	$165,848	$6,449	$70,948	$77,397	$60,462	$134,903	$1,152,700	$105,386	$55,424
Total	$661,253	$603,136	$605,459	$1,869,849	$1,627,161	$55,896	$661,253	$717,149	$625,275	$1,152,700	$1,152,700	$1,001,886	$576,865

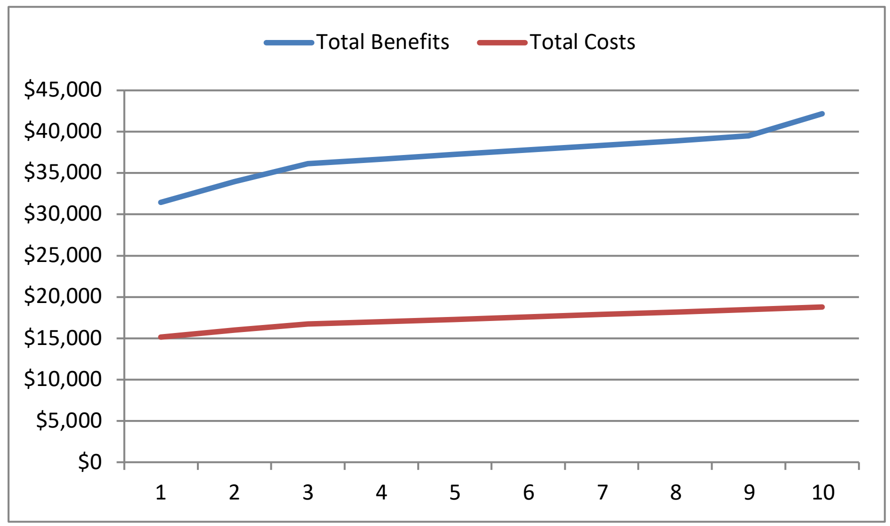




SUMMARY OF COSTS AND BENEFITS FOR:					**Wyandotte County Library**		**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:**					**2.15**
PROJECT:	**Legends 267, LLC**						**Ratio of Present Value of Total Benefits to Present Value of Total Costs:**					**2.15**
DATE:	2/17/2021			**DISCOUNT RATE:**		2.50%	(Typical desired ratio would be 1.3 to 1)			**Average ROI**		**7.67%**

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	$13,744	$12,682	$5,049	$31,475	$30,707	$1,428	$13,744	$15,172	$14,802	$16,302	$16,302	$15,905	$13,409
2	$13,964	$12,808	$7,215	$33,988	$32,350	$2,041	$13,964	$16,005	$15,234	$17,983	$34,285	$17,116	$13,291
3	$14,188	$12,937	$9,044	$36,168	$33,586	$2,558	$14,188	$16,745	$15,550	$19,423	$53,708	$18,036	$13,175
4	$14,415	$13,066	$9,221	$36,701	$33,249	$2,608	$14,415	$17,022	$15,421	$19,679	$73,387	$17,828	$13,059
5	$14,645	$13,197	$9,401	$37,243	$32,917	$2,659	$14,645	$17,304	$15,294	$19,939	$93,325	$17,623	$12,944
6	$14,880	$13,329	$9,585	$37,793	$32,589	$2,711	$14,880	$17,590	$15,168	$20,203	$113,528	$17,421	$12,831
7	$15,118	$13,462	$9,772	$38,352	$32,264	$2,764	$15,118	$17,881	$15,043	$20,470	$133,998	$17,221	$12,718
8	$15,360	$13,596	$9,963	$38,919	$31,943	$2,818	$15,360	$18,177	$14,919	$20,742	$154,740	$17,024	$12,606
9	$15,605	$13,732	$10,158	$39,496	$31,625	$2,873	$15,605	$18,478	$14,796	$21,018	$175,758	$16,829	$12,496
10	$15,855	$15,977	$10,357	$42,189	$32,958	$2,929	$15,855	$18,784	$14,674	$23,405	$199,163	$18,284	$12,386
Total	$147,773	$134,786	$89,763	$372,323	$324,188	$25,387	$147,773	$173,160	$150,901	$199,163	$199,163	$173,287	$128,915

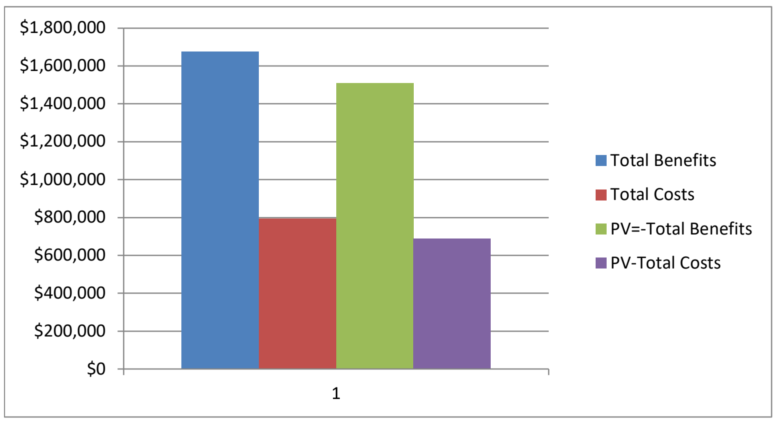


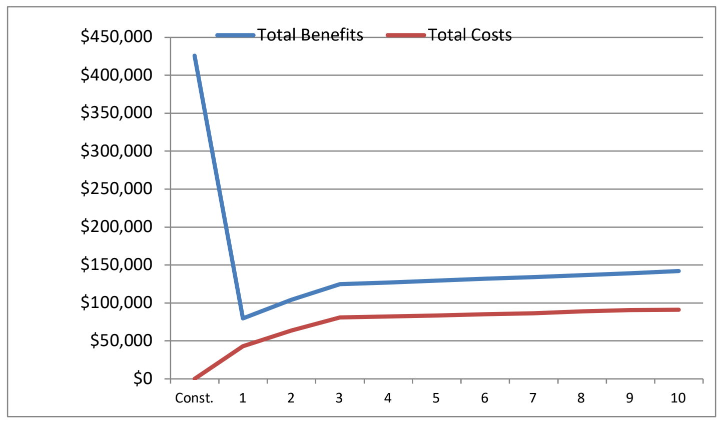


SUMMARY OF COSTS AND BENEFITS FOR: **State of Kansas**
PROJECT: **Legends 267, LLC**
DATE: 2/17/2021
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**2.11**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**2.19**
(Typical desired ratio would be 1.3 to 1) **Average ROI**	**11.06%**

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	$304,200	$0	$121,875	$0	$0	$426,075	$426,075	$0	$0	$0	$0	$0	$0	$426,075	$426,075	$426,075	$0
1	$37,432	$3,364	$16,120	$3,104	$19,683	$79,702	$77,758	$11,937	$27,389	$3,364	$0	$42,689	$41,648	$37,013	$463,088	$36,110	$3,282
2	$46,807	$3,418	$20,464	$3,135	$30,115	$103,938	$98,930	$18,264	$41,741	$3,418	$0	$63,422	$60,366	$40,517	$503,605	$38,564	$3,253
3	$54,766	$3,472	$24,149	$3,166	$38,908	$124,461	$115,574	$23,596	$53,717	$3,472	$0	$80,786	$75,018	$43,675	$547,280	$40,557	$3,224
4	$55,777	$3,528	$24,598	$3,198	$39,686	$126,787	$114,863	$24,068	$54,577	$3,528	$0	$82,173	$74,445	$44,614	$591,893	$40,418	$3,196
5	$56,808	$3,584	$25,055	$3,230	$40,480	$129,157	$114,156	$24,550	$55,450	$3,584	$0	$83,584	$73,876	$45,573	$637,466	$40,280	$3,168
6	$57,857	$3,642	$25,522	$3,262	$41,289	$131,572	$113,454	$25,041	$56,337	$3,642	$0	$85,020	$73,312	$46,552	$684,018	$40,142	$3,140
7	$58,926	$3,700	$25,997	$3,295	$42,115	$134,032	$112,757	$25,542	$57,239	$3,700	$0	$86,480	$72,753	$47,552	$731,571	$40,004	$3,113
8	$60,015	$3,759	$26,481	$3,328	$42,958	$136,540	$112,065	$26,052	$59,085	$3,759	$0	$88,896	$72,961	$47,644	$779,214	$39,103	$3,085
9	$61,124	$3,819	$26,974	$3,361	$43,817	$139,095	$111,377	$26,573	$60,030	$3,819	$0	$90,423	$72,404	$48,672	$827,886	$38,973	$3,058
10	$62,254	$3,880	$27,476	$3,910	$44,693	$142,214	$111,097	$27,105	$60,030	$3,880	$0	$91,015	$71,101	$51,199	$879,085	$39,996	$3,031
Total	$855,967	$36,166	$364,711	$32,987	$383,743	$1,673,573	$1,508,106	$232,728	$525,595	$36,166	$0	$794,488	$687,884	$879,085	$879,085	$820,222	$31,550





Legends 267, LLC
Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	10	10
Construction jobs created	147	147
Number of New Residents in the Community	179	340
Number of Additional Students in the Local School District	38	68
Increase in Local Personal Incomes	$4,174,709	$77,989,896
Increase in Local Retail Sales	$18,892,905	$70,532,729
Increase in the Community's Property Tax Base	$19,500,000	$19,500,000

		Property Taxes
Estimated new annual tax revenues after 10 years:	City	$101,110
	County	$103,363
	School	$150,360
	Comm. Coll.	$72,083
	Library	$16,109
	State	$3,942
	Totals	**$446,967**

Legends 267, LLC

OVERALL COST-BENEFIT SUMMARY

	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS	INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
TAXING ENTITY	Sales Taxes	PILOT Payment	New Property Taxes	School Federal & State Funding	Corporate & Personal Income Taxes	City Utilities & Franchise Fees				PROPERTY TAXES ABATED	ALL INDIRECT COSTS		
City of Kansas City	$869,115	$846,016	$927,536			$724,036	$3,366,702	$273,754	**$3,640,457**	$927,536	$398,865	**$1,326,401**	**$2,314,056**
Wyandotte County	$413,187	$864,864	$948,200				$2,226,251	$172,059	**$2,398,310**	$948,200	$88,140	**$1,036,340**	**$1,361,970**
Piper-Kansas City USD 203		$1,258,101	$1,379,328	$5,400,061			$8,037,490	$0	**$8,037,490**	$1,186,444	$826,165	**$2,012,609**	**$6,024,881**
KC Community College		$603,136	$661,253				$1,264,389	$605,459	**$1,869,849**	$661,253	$55,896	**$717,149**	**$1,152,700**
Wyandotte County Library		$134,786	$147,773				$282,559	$89,763	**$372,323**	$147,773	$25,387	**$173,160**	**$199,163**
State of Kansas	$855,967	$32,987	$36,166		$364,711		$1,289,830	$383,743	**$1,673,573**	$36,166	$758,323	**$794,488**	**$879,085**
TOTALS	$2,138,270	$3,739,890	$4,100,255	$5,400,061	$364,711	$724,036	$16,467,222	$1,524,779	**$17,992,001**	$3,907,371	$2,152,776	**$6,060,147**	**$11,931,854**

RESOLUTION NO. R __-21

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF NOT TO EXCEED $54,820,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL MULTIFAMILY FACILITY FOR THE BENEFIT OF LEGENDS 267, 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 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, Legends 267, LLC, a Missouri limited liability company (including any permitted 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 and equipping a commercial multifamily facility consisting of no fewer than 265 total units located generally adjacent to the Legends Shopping Center on the south side of Parallel Parkway, east of 110th Street, as more fully described in the Application (collectively, the "Project") through the issuance of its industrial revenue bonds in one or more series in the amount of not to exceed $54,820,000 (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 the Bonds under the Act in a principal amount of not to exceed $54,820,000, 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; and

WHEREAS, to set forth certain terms of the Project, including the proposed property tax abatement, the Unified Government and the Company have previously entered into that certain Amended and Restated Development Agreement for Legends Apartments and Garage, dated as of February 3, 2021 (as may be amended and supplemented, the "Development Agreement").

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 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 generally located generally adjacent to the Legends Shopping Center on the south side of Parallel Parkway, east of 110th Street, in the corporate boundaries of the Unified Government, as further described in the Application.

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 and equip the Project out of the proceeds of the Bonds of the Unified Government in the principal amount of not to exceed $54,820,000, to be issued pursuant to the Act.

Section 3. Ad Valorem Tax Abatement. In consideration of the Company's decision to acquire, construct, improve 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, including the school district's capital outlay levy) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the Unified Government's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as set forth on **Exhibit A** hereto, and such amounts are set forth in the Development Agreement and subject to adjustment as set forth therein. The Project 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 the Bonds are issued.

Section 4. Provision for the Bonds. Subject to the conditions of this Resolution, the Unified Government expresses its intent to (i) issue the Bonds 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 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 Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 5. 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 Unified Government, 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 Unified Government's policy relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (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 6. 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 Unified Government.

Section 7. Limited Obligations of the Unified Government. The 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 with respect to the Bonds 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 for the Bonds and in favor of the owners of the Bonds, all as provided in the Indenture. The 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 Indenture. The issuance of the 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 8. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of the Bonds shall contain substantially 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. 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 Unified Government will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

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 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 11. Termination of Resolution. This Resolution shall automatically terminate (i) on December 31, 2024, unless the Bonds have been issued for the Project, or (ii) as otherwise set forth in the Development Agreement. The Unified Government, upon the written request of the Company, may extend this time period.

Section 12. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Company. The Unified Government 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 13. 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 the 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 14. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

[Remainder of page intentionally blank.]

ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON MARCH 11, 2021.

By:____________________________________

Mayor/CEO of the Unified
Government of Wyandotte County/
Kansas City, Kansas

[SEAL]

ATTEST:

By: ______________________________

Unified Government Clerk

EXHIBIT A

PAYMENT IN LIEU OF TAX SCHEDULE

Payments in lieu of tax ("PILOTs") shall be determined on a per-apartment-unit basis as further set forth in the Development Agreement. Below is an approximate PILOT schedule based on 267 apartment units, which may be adjusted as set forth in the Development Agreement.

Local, Minority, and Women Business Enterprise (L/M/WBE) goals are set forth in the Development Agreement.

PILOT payments do <u>not</u> include the school district's capital outlay levy that cannot be abated under Kansas law.

"Year" refers to calendar years after the Bonds are issued, with Year 1 being the first calendar year following issuance of the Bonds.

Value/unit	# of units	Projected Value	2020 mill rate	PILOT	PILOT per door
$65,000.00	267	$19,500,000.00	170.061285	$351,876.63	$1,317.89

Includes $9,142 fixed land value

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

Year	Annual PILOT	Annual PILOT if L/M/WBE Failure
1	$351,877	$351,877
2	$355,395	$358,914
3	$358,949	$366,092
4	$362,539	$373,414
5	$366,164	$380,883
6	$369,826	$388,500
7	$373,524	$396,270
8	$377,259	$404,196
9	$381,032	$412,280
10	$384,842	$420,525
	$3,681,408	$3,852,951

Staff Request for Commission Action

Tracking No. 21678

Full Commission Meeting Date: 3/11/21
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/17/2021	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
Resolution Approving the First Amendment to the 18th Street Expressway Menards Development Agreement

Action Requested:
Adopt resolution

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

Attachments List:
Resolution Approving 18th St Expy Menards First Amendment to DA, First Amendment to Development Agreement

RESOLUTION NO. R-____-21

A RESOLUTION ADOPTING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (18^{TH} STREET EXPRESSWAY MENARDS).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Menard, Inc., a Wisconsin corporation ("Developer"), entered into that certain Development Agreement (18^{th} Street Expressway Menards) dated October 29, 2020 (the "Agreement"); and

WHEREAS, Developer has requested modification of certain provisions in the Agreement pertaining to self-insurance and other operational obligations; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the First Amendment to Development Agreement (18^{th} Street Expressway Menards) with Developer (the "First Amendment"), attached hereto as **Exhibit A**.

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

Section 1. That the Governing Body hereby approves the First Amendment in substantially the form attached hereto.

Section 2. That the Mayor is hereby authorized to execute in the name of the UG, the First Amendment, 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.

[Remainder of page intentionally left blank; signatures follow.]

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____TH DAY OF _______________, 2021.

____
David Alvey, Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

EXHIBIT A

First Amendment

[To be attached.]

<u>FIRST AMENDMENT TO DEVELOPMENT AGREEMENT</u>
(18th Street Expressway Menards)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (18th Street Expressway Menards) (this "First Amendment") is made and entered into as of this _____ day of _______________, 2021 (the "Effective Date"), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and Menard, Inc., a Wisconsin corporation ("Developer").

RECITALS

A. Reference is hereby made to that certain Development Agreement (18th Street Expressway Menards) dated as of October 29, 2020 between the UG and Developer (the "Development Agreement"). Capitalized terms used but not defined in this First Amendment shall have the respective meanings set forth in the Development Agreement.

B. Developer wishes to design, develop, and construct a new Menards home improvement store and related amenities (the "Project," as further defined below in Section 2.2) on approximately 16.35 acres of real property generally located southwest of I-35 and 18th Street Expressway in Kansas City, Kansas (the "Project Site"), as legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**, as attached to the Development Agreement.

C. The UG has the authority to create a tax increment financing ("TIF") district pursuant to K.S.A. 12-1770 *et seq.*, as amended from time to time (the "TIF Act"), for the purpose of financing certain economic development projects. On or about February 26, 2009, the UG found the Project Site, and other property adjacent thereto, to be an eligible area under the TIF Act as an enterprise zone designated prior to July 1, 1992, and the UG approved the creation of a TIF district (the "TIF District") pursuant to the TIF Act through the adoption of Ordinance No. O-19-09 (the "TIF District Ordinance").

D. The TIF District includes a single project area (the "Project Area"). On October 29, 2020, the UG held a public hearing in connection with Developer's Redevelopment Project Plan for the Project Area (the "Project Plan") pursuant to the TIF Act. On October 29, 2020, the UG approved and adopted the Project Plan through the adoption of Ordinance No. O-97-20 pursuant to the TIF Act (the "TIF Project Plan Ordinance"). The Project Plan provides, among other things, for the collection of Incremental Real Property Taxes within the TIF District to be disbursed to and used by Developer and the UG on a pay-as-you-go basis to reimburse certain TIF Eligible Expenses.

E. The parties now hereby agree to amend and revise certain provisions in the Development Agreement as more particularly described below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Development Agreement is hereby modified and amended as follows:

1. **<u>Modification of Project Description</u>**. The parties hereby agree that Section 2.2(a) of the Development Agreement shall be deleted in its entirety and replaced with the following:

> *(a) The Project shall be designed, developed and constructed as a new Menards home ~~improvements~~ <u>improvement</u> store and shall, at minimum, include the following Improvements: (i) a ~~new~~ <u>prototypical</u> Menards ~~prototype building~~ <u>home improvement</u>*

store comprising an approximately 209,000 square ~~feet~~foot building; (ii) an approximately 156,000 square foot outdoor sales area; and (iii) an accessory building on the westernmost part of the Project Site comprised of approximately 42,000 square feet of warehouse space. Developer shall also design, develop and construct sidewalks, entrances to the Project Site and any required signalization, pursuant to the Plans and Specifications (defined below in Section 5.2) and as set forth on ***Exhibit E****.*

2. **Modification of Obligation to Pay for UG's Third Party Costs for Oversight/ Management**. The parties hereby agree that the words "*and to pay the UG's costs for retaining such third parties*" shall be removed from the end of Section 4.6(c) of the Development Agreement.

3. **Modification of Provisions Regarding Periodic Meetings with Developer**. The parties hereby agree that the following sentence shall be added to the end of Section 5.9 of the Development Agreement:

> *Such meetings may occur via digital conferencing software or other such means agreed upon by the UG and Developer.*

4. **Clarification of Obligations to Open and Occupy the Project**. The parties hereby agree that the first sentence of Section 6.2(c) of the Development Agreement is deleted in its entirety and replaced with the following:

> *(c) Open and occupy the Project by the ~~Completion~~ eighth (8^{th}) anniversary of the Effective Date and thereafter continuously operate and conduct business and without interruption, use, occupy and operate all of the same, other than such minor portions thereof as are reasonably required for maintenance, storage and office purposes; use such storage and similar space only in connection with the business conducted by Developer in the Project; furnish and install all trade fixtures and permitted signs; open for business and remain open during the entire Term from at least the hours and days that are customary in conformance with ~~first class standards for~~ other ~~similar~~ home improvement retail stores operated by Developer in the ~~Midwest~~ Kansas City metropolitan region ("Business Hours") and in such manner as to help establish and maintain a high reputation for the Project.*

The parties further agree that subsection (iv) of Section 6.2(c) of the Development Agreement is deleted in its entirety and replaced with the following:

> *(iv) all or a portion of the garden center/outdoor sales area of the Project may be closed on a seasonal basis as is customary for other ~~similarly situated~~ garden centers operated by Developer in the ~~Midwest~~ Kansas City metropolitan region.*

5. **Developer's Right to Self-Insure**. Developer has requested the right to self-insure the obligations described in the Development Agreement. Accordingly, the parties hereby agree that a new **Exhibit H-1** shall be added to the Development Agreement and the following provisions shall be added to the end Section 6.10 of the Development Agreement:

> *Notwithstanding the foregoing, Developer shall be allowed to self-insure to meet the obligations contained herein subject always to the following terms and conditions:*
>
> *(a) Developer shall have the right to self-insure part or all of any of the insurance coverages required in this Section 6.10 so long as Developer maintains a tangible net worth of at*

least $100,000,000. In the event that Developer elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, Developer shall make funds available to the same extent that they would have been available had such insurance policy been carried by a third-party insurance company and Developer, shall be liable in the same manner as an insurance company would have been liable for any claims which would be covered by any such insurance. Nothing in this Paragraph shall limit or restrict Developer's obligations or liabilities under any other provision of this Agreement. All provisions of this Agreement referencing insurance carried or to be carried by Developer shall be deemed modified to include Developer as an insurer, in lieu of any third party insurer.

(b) For purposes hereof, "self-insure" means that Developer is acting as though it were the insurance company providing the insurance required under the provisions of this Agreement and Developer shall pay any and all amounts due in lieu of insurance proceeds as required under the provisions of this Agreement (up to the limits provided therein), which amounts shall be treated as insurance proceeds for all purposes under this Agreement. All exceptions to coverage (if any) under any such program of self-insurance shall be scheduled on ***<u>Exhibit H-1</u>*** *attached hereto. All amounts which Developer pays or is required to pay, and all losses or damages resulting from risks for which Developer has elected to cover by self-insurance shall be subject to the terms of Section 6.11 of this Agreement and shall not limit Developer's indemnification obligations set forth in this Agreement. If Developer elects to cover any risk by self-insurance, and an event or claim occurs which a defense and/or coverage would have been available from the insurance carrier had Developer not elected to cover such risk with self-insurance, Developer, using the auspices of a recognized independent insurance adjuster, shall: (x) undertake the defense of any such claim, at Developer's sole cost and expense; and (y) use Developer's own funds to pay any claim or replace, reconstruct and/or fully repair any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Developer to cover such risk with self-insurance. In no event shall the UG be entitled to less coverage or benefits than the UG would have been entitled to (as an additional insured or otherwise) had Developer obtained the insurance required under this Agreement from a qualified carrier. Developer shall respond promptly to all inquiries from the UG with respect to any claim or loss, keep the UG fully informed of the status of all claims and losses, work cooperatively with the UG in addressing all such claims and losses, and have the same duty to act in good faith towards the UG as an insurer would have under the laws and regulations of the state of Kansas.*

(c) The right of Developer to self-insure as set forth above is personal to Menard, Inc.

6. **<u>Miscellaneous</u>**. In connection with this First Amendment, the parties hereby agree as follows:

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

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

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

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

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

(f) All remedies at law or in equity shall be made available for the enforcement of this First Amendment.

(g) This First Amendment may be executed in counterparts.

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

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

IN WITNESS WHEREOF, the UG and the Developer have duly executed this First Amendment to Development Agreement (18th Street Expressway Menards) pursuant to all requisite authorizations as of the date first above written.

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____
David Alvey, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _______________, 2021, 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

____

IN WITNESS WHEREOF, the UG and the Developer have duly executed this First Amendment to Development Agreement (18th Street Expressway Menards) pursuant to all requisite authorizations as of the date first above written.

DEVELOPER:

MENARD, INC., a Wisconsin corporation

By: ____________________________________
Theron J. Berg, Real Estate Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF EAU CLAIRE)

This instrument was acknowledged before me on _______________, 2021 by Theron J. Berg, as Real Estate Manager of Menard, Inc., a Wisconsin corporation.

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

My commission is permanent

EXHIBIT H-1

Self-Insurance Exceptions to Coverage (if any)

Staff Request for Commission Action

Tracking No. 21677

Full Commission Meeting Date: 3/11/21

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/17/2021	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description: Resolution authorizing an Option Purchase Agreement for 546 N. 130th St. Bonner Springs, KS to River Bend Land Co. - PV LLC for the building of a multi-family project
Action Requested: Approval and move to FC
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Resolution Authorizing Option Agreement - 546 N. 130th Bonner Springs KS, Land Sale Agreement - Bonner

RESOLUTION NO. R-_______________

A RESOLUTION AUTHORIZING THE EXECUTION OF AN OPTION PURCHASE AGREEMENT FOR 546 N. 130TH ST., BONNER SPRINGS, KANSAS TO RIVER BEND LAND CO. – PV LLC.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") is the legal owner of that certain real estate, commonly known as 546 N. 130TH St., Bonner Springs, Kansas, Parcel 959700 (the "Property"); and

WHEREAS, it is the policy of the Unified Government that it should dispose of surplus real property in a manner that will provide the best and highest return to the government and its taxpayers; and

WHEREAS, the Unified Government has adopted procedures for the disposal of real property as authorized and provided for in K.S.A. 19-211(b) and as authorized by the Unified Government's home rule power; and

WHEREAS, River Bend Land Co. – PV LLC ("River Bend") desires to enter into an Option Contract for Real Estate Purchase Agreement (the "Agreement") with respect to the Property, subject to receiving certain planning and zoning approvals from the Bonner Springs City Council; and

WHEREAS, the timely redevelopment of the Property is in the best interests of the parties and the health, safety, and welfare of the Unified Government's residents.

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

Section 1. That the Unified Government Board of Commissioners hereby approves entering into an Agreement with River Bend which would provide them with an option to purchase the Property, in substantially the form attached as Exhibit A hereto.

Section 2. That the County Administrator is hereby authorized to negotiate the terms and conditions of such Agreement in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, the deed and such other documents, and that the County Administrator and any other Unified Government officials are authorized to take all other necessary actions, including executing any necessary certificates and other instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to take any further action necessary to effectuate the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ______ DAY OF ______________, 2021.

____
David Alvey, Mayor/CEO

Attest:

____
Unified Government Clerk

OPTION CONTRACT FOR REAL ESTATE PURCHASE AGREEMENT

THIS OPTION CONTRACT FOR REAL ESTATE PURCHASE AGREEMENT (the "Agreement"), made and entered into as of the Effective Date by and between **River Bend Land Co. – PV LLC,** a Kansas limited liability company ("Buyer"), and **Unified Government of Wyandotte County/Kansas City, Kansas**, a municipal corporation ("Seller")(collectively the "Parties")..

WITNESSETH:

WHEREAS, Seller, as the successor-in-interest of the Board of County Commissioners of Wyandotte County Kansas, is the legal owner of that certain real estate, commonly known as 546 N. 130th St., Bonner Springs, Kansas, Parcel 959700, legally described and shown on Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the "Property"); and

WHEREAS, it is the policy of Seller that it should dispose of surplus real property in a manner that will provide the best and highest return to the government and its taxpayers; and

WHEREAS, Seller has adopted procedures for the disposal of real property as authorized and provided for in K.S.A. 19-211(b) and as authorized by Seller's home rule power; and

WHEREAS, Buyer desires to purchase, and Seller desires to provide an option to Buyer to purchase the Property upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties acknowledge and agree that the timely redevelopment of the Property is of utmost concern and importance and is in the best interests of the parties and the health, safety, and welfare of Seller's residents.

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

Section 1 – Definitions

1.1 (a) "Closing Date" shall mean the last day of the Closing Period or such other date during the Closing Period selected by Purchaser;

(b) "Closing Period" shall mean two (2) years after the Effective Date, or as extended by mutual agreement of the parties.

(c) "Effective Date" shall mean the date that the Agreement is executed by the Seller;

(d) "Due Diligence/Option Period" shall mean two (2) years after the Effective Date, or as extended by mutual agreement of the parties.

Section 2 - Property

2.1 Seller agrees to provide an option to purchase to Buyer, upon the terms, conditions and provisions hereinafter set forth, (i) the Property, together with all improvements thereon and all appurtenances, rights, permits, privileges, licenses, easements and rights of way incident thereto, and (ii) to the extent assignable, all right, title and interest of Seller in any plans, building permits, surveys and certificates of occupancy relating to the Property, and all licenses, permits and warranties relating to the ownership, occupancy and operation thereof (the "Personalty"). Consideration for all of the above items shall be included as the Purchase Price.

Section 3 – Purchase Price

3.1 The Purchase Price for the Property shall be One Hundred Forty Five Thousand Two Hundred Sixty Dollars and zero cents ($145,260.00)(the "Purchase Price") and shall be paid in full on the Closing Date. The parties agree that payment of the Purchase Price is adequate consideration for the purchase of the Property.

Section 4 – Due Diligence/Option Period

4.1 For a period of two (2) years from execution of this Contract (the "**Due Diligence/Option Period**"), Sellers agrees to provide Buyer with the exclusive option to purchase, upon completion of the terms, conditions and provisions hereinafter set forth in Section 11, (i) the Property, together with all improvements thereon and all appurtenances, rights, permits, privileges, licenses, easements and rights of way incident thereto, and (ii) to the extent assignable, all right, title and interest of Sellers in any plans, building permits, surveys and certificates of occupancy relating to the Property, and all licenses, permits and warranties relating to the ownership, occupancy and operation thereof (the "Personalty"). Consideration for all of the above items shall be included as the Purchase Price.

Section 5 - Buyer's Right to Inspect the Property

5.1 Buyer and its authorized representatives shall have the right, during the Due Diligence/Option Period, to enter upon the Property to make test borings, drainage tests, surveys, engineering and architectural studies, to perform site inspections of any improvements including structural, HVAC, roof, electrical, plumbing, mechanical, and parking plan, and for other purposes commensurate with ascertaining the suitability of the Property for Buyer's purposes. Such test and studies may be invasive, and Buyer agrees to return the Property to its previous condition should this transaction fail to close.

5.2 Buyer acknowledges that Buyer is responsible for all due diligence in connection with the Property, that on the Closing Date Buyer shall accept the Property in its current "as is" condition, and the Seller shall have no liability to Buyer for any matters discovered or which could have been discovered by Buyer in performing its due diligence.

5.3 To the extent such documents are not already in the possession of Buyer, within thirty (30) days of the Effective Date, Seller shall deliver to Buyer copies of any and all agreements, contracts, plans, building permits, surveys, certificates of occupancy, licenses, and permits relating to the ownership, occupancy and operation of the Property, to the extent Seller is a party thereto and Seller is in possession or control thereof.

5.4 Seller hereby advises Buyer that Seller has not received any notice or communication of any possible violation of any environmental law with respect to the Property, and Seller neither knows of nor suspects any such violation. Seller further agrees to provide to Buyer any environmental surveys or related documents in their possession or to which they have access, within thirty (30) days of the Effective Date of this Agreement.

5.5 If at any time during the Due Diligence/Option Period, prior to the Closing Date, Buyer has determined in its sole discretion that the condition of the Property is unacceptable, Buyer may cancel this Agreement by a written notice to Seller and neither party shall have any further rights or obligations to the other. Buyer shall be entitled to a refund of the Earnest Money if written notice is received by Seller prior to the end of the Inspection Period.

Section 6 – Closing Date

6.1 The Closing Date shall be no later than two (2) years after the Effective Date of this Agreement, unless extended by mutual agreement of the parties.

Section 7 - Title to Property

7.1 At Buyer's option and cost, Buyer may order an ALTA form title commitment from Escrow Agent (the "Title Commitment"), and may arrange to have an existing survey updated or a new survey prepared (the "Survey"). At any time prior to the Closing Date, Buyer may provide written objections to Seller regarding matters shown on the Title Commitment or the Survey.

7.2 Within ten (10) days of such written objections, Seller shall respond in writing as to whether such objections will be cured by the Closing Date. If Seller does not cure the objections or commit to do so by Closing, Buyer may either waive the objections not cured and proceed to Closing or Buyer may cancel this Agreement within three (3) days of Seller's written response by a written notice to Seller and neither party shall have further rights or obligations to the other. Any title encumbrances or exceptions which are set forth in the Title Commitment and the Survey, and to which Buyer does not object or waives any objection shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions").

7.3 Seller shall convey the Property to Buyer by quitclaim deed (the "Deed") and subject to the Permitted Exceptions and Seller's right to repurchase (as set forth in Sections 7.2 and 11.3).

Section 8 - Taxes and Assessments

8.1 To the extent applicable, Buyer shall be responsible for all real estate taxes and assessments, both general and special, after the Closing Date.

Section 9 - Escrow Agent and Escrow Instructions

9.1 A copy of this Agreement shall be deposited by Seller into escrow with such title company as Seller may chose in its complete, discretion (the "Escrow Agent") within fourteen **(14)** days of the Effective Date. All other funds and documents required hereunder shall be deposited with the Escrow Agent on or before the Closing Date. A copy of this Agreement shall serve as escrow instructions, subject to receipt by Escrow Agent of further written instructions by either party.

Section 10 - Closing and Escrow Charges; Closing Documents

10.1 At such time as the Escrow Agent (i) has in its possession all funds representing the balance of the Purchase Price due hereunder, (ii) has in its possession all executed documents required hereunder in recordable form, where applicable, including all documents necessary to satisfy and discharge delinquent taxes, judgments, mortgages, liens and assessments against the Property, (iii) is committed to issuing an ALTA owner's title insurance policy insuring fee simple title in Buyer subject only to the Permitted Exceptions (the "Owner's Policy"), and (iv) has received written authorization from Buyer and Seller, or their respective authorized parties, it shall file the Deed for record transferring title to Buyer and shall issue the Owner's Policy to the Buyer as hereinabove provided. The Escrow Agent shall deliver to Buyer the recorded Deed and the Owner's Policy.

10.2 Each party shall bear its own legal costs and expenses. All other costs of Closing shall be borne by Buyer, including but not limited to, (i) real estate taxes due but not delinquent; (ii) closing costs and escrow fees; (iii) the cost of recording the Deed; (iv) the cost of the Owner's Policy; (v) the cost of any Survey; and (vi) any costs of the title examination and Title Commitment.

10.3 At Closing, in addition to the Deed, Seller shall deliver (i) a seller's affidavit in the form required by the Title Company, (ii) a bill of sale conveying any Personalty to Buyer, (iii) an affidavit confirming that Seller is neither a "foreign person" nor a "foreign corporation" (as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended), (iv) a closing statement, reflecting the adjustments contemplated hereunder, and (v) all such other documents and instruments as may reasonably be required by Buyer and/or Escrow Agent to close the sale in accordance with this Agreement. At Closing, Buyer shall deliver (i) a closing statement, reflecting the adjustments contemplated hereunder, and (ii) all such other documents and instruments as may reasonably be required by Seller and/or Escrow Agent to close the sale in accordance with this Agreement.

Section 11 – Conditions Pertaining to the Development Site

11.1 Buyer and Seller agree that the following conditions must be met by Buyer no later than two (2) years after the Effective Date of this Agreement, or else Buyer shall have no right to exercise its option to purchase the Property and Seller shall have no obligation to sell the Property to Buyer, and

a. Buyer must submit development plans for a first-class multi-family residential development project on the Development Site to the Planning Department of the City of Bonner Springs, Kansas (the "Development Plans").

b. The Development Plans and any other entitlements (including but not limited to a change of zone, special use permit, or master plan amendment) required for development of the Property must be approved by the City of Bonner Springs City Council.

11.2 After completion of the conditions set forth in Section 11.1, Buyer shall provide written notice to Seller prior to the end of the Due Diligence/Option Period stating Buyer's intent to exercise the option and providing all necessary documentation evidencing Buyer's completion of the conditions set forth in Section 11.1.

Section 12 - Representations and Warranties of Seller

12.1 Seller represents and warrants to Buyer as follows:

(i) Organization. Seller is a municipality organized under the laws of the State of Kansas.

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

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

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

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

Section 13 - Representations and Warranties of Buyer

13.1 Buyer represents and warrants to the Unified Government as follows:

(i) Organization. Buyer is a corporation duly formed and validly existing under the laws of the State of Kansas. Buyer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or activities requires such authorization. Buyer 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 the nature of its properties or activities requires such authorization.

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

(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 Buyer or any provision of law, statute, rule or regulation to which Buyer is subject, or to any judgment, decree, license, order or permit applicable to Buyer, 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 Buyer is a party, by which Buyer or any of its assets is bound, or to which the Buyer or any of its assets is subject.

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

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

Section 14 – Indemnity and Responsibility

14.1 Buyer agrees the accept the Property in its current condition and further agrees to indemnify, defend and hold Seller harmless from all claims, loss, injury or damage arising on the Property during the inspection process and at any time after the Closing Date.

Section 15 – Reservations, Easements and Access

15.1 Buyer agrees that any purchase of the Property will be subject to and include any such existing easements and access rights as required by Seller for those purposes.

Section 16 - Notices

16.1 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:

To Seller:

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

with a copy to:

Economic Development Director
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th St.
Kansas City, KS 66101

And to Buyer at:

River Bend Land Co. – PV LLC
12980 Metcalf #310
Overland Park, KS 66213

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner set forth above.

Section 17 - Casualty; Condemnation

17.1 If prior to the Closing Date the Property or any part thereof is damaged or destroyed by fire or by any other cause, this Agreement shall become null and void at Buyer's option, and upon delivery to Seller of written notice of an election by Buyer to treat this Agreement as null and void delivered by Buyer within ten (10) days of its knowledge of the casualty, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder. If Buyer elects to proceed and to consummate the purchase despite said damage or destruction, Seller will assign to Buyer its interest in and to any insurance policies and proceeds thereof payable as a result of such damage or destruction, less such portion thereof as shall first be reimbursed to Seller for the costs of any restoration work incurred by Seller prior to Closing.

Section 18 – Default

18.1 Default Provisions. Buyer shall be in default under this Agreement if:

(a) Buyer fails to make any of the payments of money required by the terms of this Agreement, and Buyer fails to cure or remedy the same within thirty (30) days of written notice of such failure from Seller;

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

(c) Buyer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against Buyer in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Buyer generally is not paying its debts as such debts become due; or Buyer 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 Buyer and such appointment is not dismissed within sixty (60) days;

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

(e) In the event of any default, Seller may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Buyer covenants to pay and indemnify Seller against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of Seller in connection with the enforcement of such actions or remedies. Without limiting the generality of the foregoing, and in addition to and not to the exclusion of any other rights or remedies of Seller hereunder, in the event of such default which occurs prior to

Closing which is not cured within the applicable cure period, the Seller may terminate this Agreement. Buyer agrees that it shall have no other claim or action against Seller as a result of such termination of the Agreement.

18.2 Rights and Remedies. The rights and remedies reserved by Seller hereunder and those provide by law or equity 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 Buyer occurs under this Agreement and is continuing and is not cured within the applicable cure period, Seller may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Buyer of any provision of this Agreement. Seller 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 of Seller to enforce any such rights shall not be deemed a waiver thereof.

18.3 Default by Seller. Seller shall be in default under this Agreement if:

(a) Seller fails to make any of the payments of money required by the terms of this Agreement, and Seller fails to cure or remedy the same within thirty (30) days of written notice of such failure from Buyer;

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

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

(d) In the event of any default, Buyer may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity. Without limiting the generality of the foregoing, and in addition to and not to the exclusion of any other rights or remedies of the Seller hereunder, in the event of such default which is not cured within the applicable cure period, Buyer may terminate this Agreement.

18.4 Rights and Remedies. The rights and remedies reserved by Buyer hereunder and those provide by law or equity 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 Seller occurs under this Agreement and is continuing and is not cured within the applicable cure period, Buyer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Seller of any provision of this Agreement. Buyer 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 of Buyer to enforce any such rights shall not be deemed a waiver thereof.

Section 19 -- Miscellaneous

19.1 Assignment. Seller shall not assign its rights and interests hereunder without the express written approval of Seller.

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

19.3 Entire Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement shall not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Buyer.

19.4 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, failure of power or other insufficient utility service, riots, insurrection, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of Seller to make timely approvals with regard to the Improvements (if applicable), 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, 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.

19.5 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.

19.6 Provisions Surviving Closing. The provisions of Sections 11 and Sections 15 and Sections 17 through 19 shall survive Closing.

19.7 Counterparts. This Agreement may be executed in counterparts, which together shall constitute the agreement of the Parties.

19.8 Authority. By executing this Agreement the signatory represents that they possess the required authority of their respective party.

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

19.10 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the Effective Date.

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________

Douglas G. Bach
County Administrator

Date: ____________________________

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this _____day of _______________, 2021, before me personally appeared Douglas G. Bach, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same in his capacity as County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

____
Notary Public

My term expires:

River Bend Land Co. – PV LLC
Alex Howe

By: [signature]

Date: 2/5/2021

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

On this 5 day of Feb., 2021, before me personally appeared Alex Howe to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same in his capacity as Manager of River Bend Land Co. - PV, LLC.

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

[signature]
Notary Public

My term expires: 08/2023

THOMAS J. GILLER
Notary Public - State of Kansas
My Appt. Expires 08/23
TJG

EXHIBIT A

Property Legal Description

SEC-08 TWP-11 RNG-23, S8, T11, R23, ACRES 15.220000, TR 181B 23 20A LS 3.51AC TURNPIKE CONTG 16.49AC LS 1 55AC NOW CONTG 16.49 AC

Staff Request for Commission Action

Tracking No. 21672

Full Commission Meeting Date: 3/11/21

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/10/2021	Kathleen VonAchen, Debbie Jonscher, Alyse Villarreal	x5186, x5847, x5273	kvonachen@wycokck.org, djonscher@wycokck.org, avillarreal@wycokck.org	Finance

Item Description:

Resolution authorizing the Unified Government of Wyandotte County/Kansas City, Kansas, to enter into a master equipment lease/purchase with Banc of America Public Capital Corp, the proceeds of which will be used to pay the costs of acquiring and installing certain equipment and approving the execution of certain documents in connection therewith, presented by Kathleen VonAchen, Chief Finance Officer.

Action Requested:

Approval

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution Authorizing Master Lease Agreement (UG 2021 BOA), Wyandotte Kansas City Master Lease FINAL, Appendix 2021 LF Schedule

RESOLUTION NO. R-___-21

RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO A MASTER EQUIPMENT LEASE/PURCHASE WITH BANC OF AMERICA PUBLIC CAPITAL CORP, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND INSTALLING CERTAIN EQUIPMENT AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") desires to obtain funds to pay the costs of acquiring and installing such vehicles, technology and capital equipment as approved from time to time by the governing body for lease purchase financing (the "Equipment"); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into an annually renewable Master Equipment Lease/Purchase Agreement (the "Lease") with Banc of America Public Capital Corp, pursuant to which the Unified Government, as lessee, will lease the Equipment from the Banc of America Public Capital Corp, as lessor ("Lessor"), on a year-to-year basis with an option to purchase Lessor's interest in the Equipment, a form of which is attached hereto.

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

Section 1. Authorization of Lease Transaction. The Unified Government states its intent to lease the Equipment pursuant to the Lease and pursuant to separate Schedules of Equipment (the "Schedules"). The Chief Financial Officer of the Unified Government is hereby authorized to accept the proposal of Banc of America Public Capital Corp for the lease transaction. The Equipment to be leased pursuant to subsequent Schedule(s), and the cost of such Equipment, will be approved by the governing body, which approval may be evidenced by the governing body's approval of the capital improvement plan for any given fiscal year.

Section 2. Authorization and Approval of Unified Government Documents. The Lease and any Schedules are hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator's execution of the Lease and any Schedules being conclusive evidence of such approval.

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

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

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease, any Schedules and the Equipment.

Section 4. Electronic Transactions. The Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

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

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this ______________ ____, 2021.

____
David Alvey, Mayor/CEO

ATTEST:

____
Unified Government Clerk

APPROVED AS TO FORM:

____
Chief Counsel

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT (this Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed, being hereinafter referred to as the "Agreement") dated as of _______________, 2021 and entered into between **BANC OF AMERICA PUBLIC CAPITAL CORP**, a Kansas corporation ("Lessor"), and the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation existing under the laws of the State of Kansas ("Lessee").

RECITALS:

1. Lessee desires to lease certain equipment from the Lessor described in the schedules to this Agreement, substantially in the form of **Exhibit A** hereto, that currently exist or are hereafter executed from time to time by the parties hereto (such schedules, whether now or hereafter executed, are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

2. The relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

3. Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Costs" means, with respect to any Schedule, the amount paid or to be paid to the Vendor(s), or reimbursed to Lessee for funds advanced to the Vendor(s), for any portion of the Equipment upon Lessee's acceptance thereof, including reasonable administrative, engineering, legal, financial and other costs incurred by Lessor, Lessee and Vendor(s) in connection with the acquisition, installation and financing of such Equipment, all of which shall have been approved by Lessor in its sole discretion.

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under the Agreement and any Schedule or any Equipment may be assigned for the benefit of the Registered Owners.

"Agreement" means this Master Equipment Lease Purchase Agreement, including any exhibit made a part hereof by the parties hereto, whether currently in existence or hereafter executed, together with any amendments to this Agreement pursuant to **Section 13.05**.

"Certificates of Participation" means certificates evidencing a right to receive a pro rata share of Rental Payments and Purchase Price Payments.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the date on which proceeds of a Schedule are first disbursed pursuant to **Section 3.01**.

"Equipment" means the property listed in the Schedules and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to **Section 8.01** or **Section 5.04**. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in **Section 12.01**.

"Event of Non-appropriation" means, with respect to any Lease, a non-appropriation by Lessee pursuant to **Section 3.03**.

"Lease" means, at any time, any Schedule together with the terms and provisions of this Agreement as it relates to such Schedule and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to **Section 11.01**, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to **Section 11.01**, the assignee thereof or its successor.

"Maximum Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on any Schedule that is a part of that Lease.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the budget year of Lessee in effect at that Commencement Date.

"Origination Period" means a period beginning on the date this Agreement is executed and delivered and ending on December 31, 2021.

"Purchase Price" means, with respect to the Equipment listed on any Schedule, the amount that Lessee may, in its discretion, pay to Lessor to purchase that Equipment.

"Registered Owners" means the registered owners of Certificate of Participation.

"Renewal Terms" means, with respect to any Lease, the renewal terms of that Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

"Rental Payment Date" means the quarterly payment dates as shown on the payment schedule attached to each Lease during the duration of the Lease Term.

"Schedule" means any schedule to this Agreement, substantially in the form of **Exhibit A** hereto, executed from time to time by the parties hereto.

"State" means the state of Kansas.

"**Vendor"** means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom the Equipment is being purchased.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor and any Registered Owners (as hereinafter defined) as follows:

(a) Lessee is a municipal corporation duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.

(f) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation under the laws of the State.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment listed on the Schedules that currently exist.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for the Equipment listed on the Schedules that currently exist and expects to make immediate use of the Equipment listed on the Schedules that currently exist. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish in the foreseeable future including the Maximum Lease Term applicable to such item. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) In connection with the Lessee’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), the Lessee may be required to file with the Municipal Securities

Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement, Leases thereunder and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement and Leases thereunder, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "EMMA Posting"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates; and e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. Upon fulfillment of the conditions set forth in **Section 3.04**, all the proceeds of a Schedule shall be disbursed by means of an electronic transfer to Lessee or the payees designated by the Lessee. Lessee's obligations under each Schedule shall commence and interest shall begin to accrue on the date the proceeds of that Schedule disbursed by Lessor in accordance with the Lessee's instructions.

Section 3.02. Continuation of Lease Term. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee shall be deemed to have exercised its option to continue that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessee currently intends, subject to **Section 3.03 and Section 4.02**, to continue the Lease Term for each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term for each Lease can be obtained. The responsible financial officer of the Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable procedures of the Lessee, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance Under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) The fully completed and executed Schedule.

(b) An opinion of counsel to Lessee in substantially the form attached hereto as **Exhibit B** respecting such Schedule and otherwise satisfactory to Lessor.

(c) A Municipal Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as **Exhibit C**, completed to the satisfaction of Lessor.

(d) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to **Section 6.02**.

(e) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

Proceeds of a Schedule shall be disbursed to Lessee upon presentation to Lessor of the properly executed payment request, a form of which is attached as **Exhibit D,** executed by Lessee and approved by Lessor, together with an invoice for the Acquisition Costs of the Equipment referred to in such Schedule. If the amounts available under a Schedule are insufficient to pay for all of the Acquisition Costs of said Equipment, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. The principal component of each Schedule shall be at least $50,000, and Schedules shall not be entered into more frequently than monthly.

The Lessor hereby agrees to enter into any Schedule during the Origination Period requested by the Lessee at the Lessee's option and not currently in existence. Lessor shall not be obligated to enter into any schedule if there has been any “Event of Default” that has occurred and is continuing under any Lease or if there has been an “Event of Nonappropriation” that has occurred and is continuing under any Lease. The Origination Period may be extended upon the mutual agreement of the parties and subject to satisfactory completion of the Lessor’s credit and pricing review and approval process.

The interest rate component of each Schedule will be determined and fixed on a date no more than eight (8) business days prior to funding and will be based upon interest rate swaps as published on that date on the Intercontinental Exchange, Inc., (“ICE”) public website currently located at https://www.theice.com/marketdata/reports/180. In no event shall the interest rate swap used to calculate the interest rate be less than zero (0). Unless otherwise agreed to by the parties and authorized by Lessee’s governing body, the tax-exempt interest rate shall be determined by multiplying the appropriate interest rate swap by 79% and adding the appropriate Fixed Spread to that product as outlined in the following pricing formula:

Lease Term	Interest Rate Swap Term	x Multiplier	+ Fixed Spread
3 years	2 years	79%	0.734%
4 years	2 years	79%	0.788%
5 years	3 years	79%	0.807%
6 years	3 years	79%	0.861%
7 years	4 years	79%	0.886%
8 years	4 years	79%	0.959%
9 years	5 years	79%	0.966%
10 years	5 years	79%	1.050%

Should ICE no longer publish interest rate swaps on their website, the parties may mutually agree to use an alternative source to identify applicable interest rate swaps.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment Date, in such amounts and on such dates as set forth in the Schedules. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. As set forth in each Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN **SECTION 3.03**, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor a final acceptance certificate in the form attached hereto as a part of **Exhibit D**.

Section 5.02. Enjoyment of Equipment. Lessor shall not interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

ARTICLE VI

Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. Lessor acknowledges that the Lessee is currently self-insured as to both liability and casualty losses or damages, and Lessor agrees that Lessee's current self-insurance program is satisfactory. Lessee will annually provide information about its self-insurance program if requested by Lessor. Lessee agrees that it will either remain self-insured during the Lease Term or will, solely at its option and at its expense, maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor and Lessee from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee resume at any time a program of self-insurance. Any insurance proceeds from casualty losses shall be payable as hereinafter provided. If Lessee chooses to obtain insurance, Lessee shall furnish to Lessor certificates evidencing such coverage during the Lease Term.

Any such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. Any such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 7.03. Financial Information. Lessee will annually provide Lessor with current financial statements as they become available, but in no event later than 270 days after the end of the Lessee’s fiscal year, budgets as they become finally approved (which will serve as proof of appropriation for the ensuing budget year) and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.01**, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to **Section 10.01**, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under **Article IV**.

ARTICLE IX

Section 9.01. DISCLAIMER OF WARRANTIES. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendor of the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Schedule, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

(a) On the last Rental Payment Date set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full of Rental Payments due on such Schedule and the payment of One Dollar to Lessor;

(b) On or after the first half of the Lease Term for a Schedule and on any Rental Payment Date thereafter, upon payment in full to Lessor of the Rental Payments then due on that Schedule plus the then applicable Purchase Price set forth on that Schedule; or

(c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under that Schedule plus the then applicable Purchase Price set forth in such Schedule.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor and, to the extent of its interest, by any Registered Owner, but only with the prior written consent of Lessee; provided that (a) any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent as agent for Lessee. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. Certificates of participation in this Lease may be executed and delivered by the Agent to Registered Owners, if any, provided such certificates of participation are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease nor the certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or Registered Owner any claim, counterclaim or other right Lessee may have against Lessor. Assignments in part may include without limitation assignment of all or a portion of Lessor's right, title and interest in, to and under the Equipment listed in a particular Schedule and all rights in, to and under the Agreement related to that Equipment.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason; except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.03**, any of the following events shall constitute an "Event of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder with respect to any Event of Default under any Lease (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied to amounts due pursuant to that Lease and other amounts related to that Lease and the Equipment listed in the Schedule with respect to that Lease.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee or by the Agent and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee; provided that no amendment that affects the rights of the Registered Owners shall be effective unless it shall have been consented to by the Registered Owners of a majority, in principal amount, of the Certificates of Participation, if any, then outstanding.

Section 13.06. Execution in Counterparts; Chattel Paper. This Agreement, including each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement.

Section 13.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.08. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.09. Electronic Transaction. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will 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. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 13.10. Electronic Signatures. This Agreement, any Lease hereunder and any other documents or instruments executed by either party in connection herewith and therewith (collectively the "*Related Documents*"), may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF*")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LESSOR)

BANC OF AMERICA PUBLIC CAPITAL CORP

By _____________________________________
Title: ___________________________________

ADDRESS FOR NOTICES

Hunt Valley II
11333 McCormick Road
Hunt Valley, MD 21031
443.541.3642

(LESSEE)

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By ______________________________________
Title: County Administrator

ADDRESS FOR NOTICES

Unified Government of Wyandotte County/
Kansas City, Kansas
Finance Department, Room 330
701 North 7th Street
Kansas City, Kansas 66101
Attention: Kathleen VonAchen
Telephone: (913) 573-5186
Facsimile: (913) 573-5003

EXHIBIT A

FORM OF SCHEDULE

COUNTERPART NO. _________ OF __________

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. ___ SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

SCHEDULE OF EQUIPMENT NO. ___

Re: Master Equipment Lease Purchase Agreement dated as of ________________, 2021 between Banc of America Public Capital Corp, as Lessor, and the Unified Government of Wyandotte County/Kansas City, Kansas, as Lessee.

1. Lease; Defined Terms; Other Terms. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment identified in this Schedule for the term and the Rental Payments set forth in **Attachment 1** and upon the terms and subject to the provisions of the above-referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease") and this Schedule. All terms used herein have the meanings ascribed to them in the Master Equipment Lease. The Commencement Date for this Schedule is ___________ ___, 20___. The amount of proceeds to be disbursed by Lessor pursuant to this Schedule is $______________.

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	**Description/Serial No./Model No.**	**Location**

3. Payment Schedule. The following is the Rental Payment Schedule and Purchase Price Schedule under this Schedule to the Master Equipment Lease:

a. *Rental Payments.* The Rental Payments shall be in the amounts set forth in the "Rental Payment" column of the Payment Schedule attached hereto as **Attachment 1**.

b. *Purchase Price Schedule.* The Purchase Price at any particular time for the Equipment listed in this Schedule shall be the amount set forth for such time in the "Purchase Price" column of the Payment Schedule contained in this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Payment Schedule). Although a Purchase Price is shown for each Payment Number, the Equipment listed in this Schedule may be purchased only as provided and at such times as set forth in **Section 10.01** of the Master Equipment Lease.

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

5. Tax Covenants. Lessee hereby represents as follows:

(a) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(c) To the best of our knowledge, information and belief, the above expectations are reasonable.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. The Master Equipment Lease. Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

7. Other Provisions.

(a) The capital cost that would be required to purchase the Equipment if paid for by cash would be $______________,

(b) The annual average effective interest cost of this Agreement is ________% per annum.

(c) No amount is included in rental payments (assuming continuation of this Agreement through the maximum term of the Agreement) for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

(LESSEE)

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By ______________________________________
Title: County Administrator

(LESSOR)

BANC OF AMERICA PUBLIC CAPITAL CORP

By ______________________________________
Name: __________________________________
Title: __________________________________

ATTACHMENT 1 TO SCHEDULE NO. __

PAYMENT SCHEDULE

Rental Payment Date ____1	Rental Payment	Interest Portion	Principal Portion	Purchase Price
Totals	____________	____________	____________	____________

EXHIBIT B

FORM OF OPINION OF LESSEE'S COUNSEL

[Closing Date]

Banc of America Public Capital Corp
Hunt Valley II
11333 McCormick Road
Hunt Valley, MD 21031

Re: Schedule of Equipment No. ___ dated ____________ __, 20___, to Master Equipment Lease Purchase Agreement dated as of ______________________, 2021, between , as Lessor, and the Unified Government of Wyandotte County/Kansas City, Kansas, as Lessee.

Ladies and Gentlemen:

As counsel to the Unified Government of Wyandotte County/Kansas City, Kansas ("Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of ________________, 2021, and exhibits thereto by and between Banc of America Public Capital Corp ("Lessor") and Lessee (the "Agreement") and Schedule of Equipment No. ___ dated ______________ ___, 20____, by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease to with option to purchase by Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

(1) Lessee is a municipal corporation, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(2) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and the Schedule and to perform its obligations under the Agreement and the Schedule. Under the Kansas Cash Basis Law, K.S.A. 10-1116(b), the Lessee is obligated only to pay periodic payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's current budget year.

(3) The Agreement, the Schedule and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and the Schedule are valid and binding obligations of Lessee enforceable in accordance with their terms except to the extent limited by State and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application

relating to or affecting the enforcement of auditors' rights and except no opinion is expressed with respect to provisions for indemnification by the Lessee.

(4) The authorization, approval and execution of the Agreement and the Schedule and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

(5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the Schedule or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

(6) This opinion is limited to the matters expressly stated and no opinion is implied or may be inferred beyond such matters. This opinion letter may be relied upon only by the Lessor. No other parties may rely on this opinion without our express written consent. This opinion is issued only with respect to the present status of the law in Kansas and we undertake no obligation or responsibility to update or supplement this opinion in response to subsequent changes in the law or future events affecting the terms of the lease.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, including without limitation any Registered Owners, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Very truly yours,

[Unified Government Legal]

EXHIBIT C

MUNICIPAL CERTIFICATE

Re: Schedule of Equipment No. ___ dated _______________ ___, 20____, to Master Equipment Lease Purchase Agreement dated as of _________________, 2021, between Banc of America Public Capital Corp, as Lessor ("Lessor"), and the Unified Government of Wyandotte County/Kansas City, Kansas, as Lessee ("Lessee")

I, the undersigned, the duly appointed, qualified and acting Unified Government Clerk of Lessee do hereby certify as follows:

1. Lessee did, at a meeting of the governing body of Lessee held on ___________ __, 20____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Schedule of Equipment No. ___ (the "Schedule") on its behalf by the following named representative of the Lessee, to wit:

Name	**Title**	**Signature**
	County Administrator	____________________________
	Chief Financial Officer	____________________________

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above-referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above-referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.

6. The fiscal year of Lessee is from January 1 through December 31.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.

Dated: ___________ __, 20_____

____
Name:
Title: Unified Government Clerk

(SEAL)

EXHIBIT D

FORM OF PAYMENT REQUEST AND FINAL ACCEPTANCE CERTIFICATE

TO: Banc of America Public Capital Corp
Hunt Valley II
11333 McCormick Road
Hunt Valley, MD 21031

Re: Schedule of Equipment No. ___ dated _____________ ___, 20___, to Master Equipment Lease Purchase Agreement dated as of September 1, 2013, between Banc of America Public Capital Corp, as Lessor ("Lessor"), and the Unified Government of Wyandotte County/Kansas City, Kansas, as Lessee ("Lessee")

Ladies and Gentlemen:

You are hereby requested to pay to the Lessee the sum set forth below in payment of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" that is listed in Schedule of Equipment No.___ (the “Schedule”) to the Master Equipment Lease Purchase Agreement (the "Agreement") described above.

Quantity	**Serial Number**	**Item**	**Amount**

Reference Invoice # ___________

Lessee hereby certifies and represents to and agrees as follows:

(1) The equipment described above constitutes all of the Equipment subject to Schedule of Equipment No. ___ and that all the Equipment has been delivered, installed and accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: ________________.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By ____
Name: ____
Title: ____

APPROVED:

BANC OF AMERICA PUBLIC CAPITAL CORP

By ____
Name: ______________________________________
Title: _______________________________________

Appendix B- 2021 Unified Government Lease Financed Equipment Projects

CMIP Project #	Item/Project	Term (yrs)	Rate*	Principal**
2020 Equipment				
Fire Department	1 Heavy Rescue Unit (2020-2029 LF)	10		650,000
Fire Department-212	Pumper (2020-2029)	10		650,000
	Pumper (2020-2029)	10		650,000
Parks & Recreation	2020 Greens Mowers (2020-2024 LF)	5		90,000
	2020 Large Utility Cart (2020-2024 LF)	5		20,000
2021 Equipment				
Fire Department	Haz Mat OP Unit (2021-2030 LF)	10		660,000
Fire Department	Monitor/Defibrillator Repl/Autopulse (2021-2025 LF)	5		500,000
Transit	082LF10005 - Light Duty Cutaway Bus - 2 (2021-2025 LF)	5		207,590
County-Aging Transit	082LF10004 - Light Duty Cutaway Buses - 2 (2021-2025 LF)	5		207,590
County-Aging Transit	082LF10004X - Light Duty Cutaway Buses - 2 (2021-2025)	5		207,590
County-Aging Transit	Minivans 2021 - 4 (2021-2025 LF)	5		100,000
Special Street & Highway-City 220	Salt Spreaders 2021 (2021-2027 LF)	6		150,000
Special Street & Highway-City 220	Snowplows 2021 (2021-2027 LF)	6		108,000
Special Street & Highway-City 220	Street Flusher (2021-2027 LF)	6		192,000
Special Street & Highway-City 220	Street Sweeper 2021 (2021-2027 LF)	6		420,000
Special Street & Highway-City 220	Wheel Loader w/bucket (LF 2021-2027)	6		210,000
Contingency	Other			977,230.00
				$ 6,000,000.00

* Interest is estimated, based on a formula in the master lease. Estimated rates as of October 30, 2020:
5 year: 0.443 %
6 year: 0.540 %
10 year: 0.873 %

** Principal column is the estimated total purchase price without interest if paid for by cash.
*** Interest column is the annual interest amount using estimated rates.
**** Estimated

Staff Request for Commission Action

Tracking No. 21668

Full Commission Meeting Date: NA
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/2021 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/9/2021	Rick Mikesic, Andrea Parra, Kathleen VonAchen	x8046, x8226, x5186	rmikesic@wycokck.org, aparra@wycokck.org, kvonachen@wycokck.org	Treasurer
Item Description: Presentation on 2020 Motor Vehicle Registration Customer Service, submitted by Rick Mikesic, County Treasurer				
Action Requested: For information only				
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):				
Attachments List:				

Staff Request for Commission Action

Tracking No. 21671

Full Commission Meeting Date: 3/11/21
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/9/2021	Reginald Lindsey	x5292	rlindsey@wycokck.org	Finance

Item Description: Approval of a 2021 Budget Revision for the Health Department Levy Fund to support costs associated with the County-wide COVID-19 pandemic vaccination effort.
Action Requested: Approval
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List:

Staff Request for Commission Action

Tracking No. 21670

Full Commission Meeting Date: NA
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/9/2021	Reginald Lindsey	x5292	rlindsey@wycokck.org	Finance

Item Description: Summary of 4th Quarter 2020 Budget Revisions submitted by Budget Manager Reginald Lindsey.
Action Requested: For information only
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List:

Staff Request for Commission Action

Tracking No. 21669

Full Commission Meeting Date: NA

Committee: Economic Development & Finance

Date of Standing Committee Action: 3/1/21 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
2/9/2021	Kathleen VonAchen, Reginald Lindsey	x5186, x5292	kvonachen@wycokck.org, rlindsey@wycokck.org	Finance

Item Description:
A presentation on the 4th quarter 2020 financial performance compared to budget of the Unified Government, submitted by Chief Financial Kathleen VonAchen and Budget Manager Reginald Lindsey.

Action Requested:
For information only

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

Attachments List: