UPDATED
Full Commission Meeting Agenda
Thursday, November 17, 2022
7:00 PM

Location: Hybrid
We invite you to view the meeting in person in the Commission Chambers, Lobby Level of the Municipal Office Building, 701 N 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.

When: Nov 17, 2022, 05:00 PM Central Time (US and Canada)
Topic: Special Session and Full Commission meeting

Please click the link below to join the webinar:
https://us02web.zoom.us/j/82962659101?pwd=bUxnNzVLMk9JU1lPY3N5ZUNJeW5nQT09
Passcode: 009634
Or One tap mobile:
US: +17193594580,82962659101# or +12532050468,82962659101#
Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 9128 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or 888 475 4499 (Toll-Free) or 877 853 5257 (Toll-Free)
Webinar ID: 829 6265 9101
International numbers available: https://us02web.zoom.us/u/kdvuJPsuAg

Name	Absent
Mayor Tyrone Garner	☐
Commissioner At-Large Dist. 1 – Melissa Bynum	☐
Commissioner At-Large Dist. 2 – Tom Burroughs	☐
Commissioner Gayle E. Townsend	☐
Commissioner Brian McKiernan	☐
Commissioner Christian Ramirez	☐
Commissioner Harold Johnson	☐
Commissioner Mike Kane	☐
Commissioner Angela Markley	☐
Commissioner Chuck Stites	☐
Commissioner Andrew Davis	☐

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION GIVEN BY COMMISSIONER HAROLD JOHNSON, FAITH DELIVERANCE CHURCH OF GOD IN CHRIST

IV. PLEDGE OF ALLEGIANCE

V. REVISIONS TO NOVEMBER 17, 2022, AGENDA

BLUE SHEET
CHANGE IN ORDER OF AGENDA ITEMS
The Standing Committee item identified below will be heard as the second item on the Mayor's Agenda:

VI. MAYOR'S AGENDA
ITEM NO. 2 – UPDATE: ARPA SUBCOMMITTEE RECOMMENDATION
Synopsis: On October 24, 2022, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission the project recommendations from the ARPA Subcommittee. The Mayor has received requests to review the recommendations and is sending the matter to ED&F for additional review.

For information only.
Tracking #: 212026

NEW ITEM

VI. MAYOR'S AGENDA
Item No. 1 – REQUEST: FUNDING TO SUPPORT DIGITIZING CASE FILES
Synopsis: Request by the District Attorney for allocation of funds to support digitizing case files, submitted by Mark Dupree, District Attorney.
Tracking #: 212123

VI. MAYOR'S AGENDA

Item No. 1 - REQUEST: FUNDING TO SUPPORT DIGITIZING CASE FILES (ADDED PER BLUE SHEET)

Synopsis: Request by the District Attorney for allocation of funds to support digitizing case files, submitted by Mark Dupree, District Attorney.

Tracking #: 212123

Item No. 2 - APPROVAL: ARPA SUBCOMMITTEE RECOMMENDATION (MOVED PER BLUE SHEET)

Synopsis: Request approval of project recommendations from the ARPA Subcommittee, submitted by Commissioner Markley.

*On October 24, 2022, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission.*

Tracking #: 212026

Item No. 3 - UPDATE: COUNTY ADMINISTRATOR SEARCH PROCESS

Synopsis: Update regarding County Administrator's Search Process by Tyrone Garner, Mayor/CEO.

For information only.

Tracking #: 211724

Item No. 4 - RESOLUTION: ADOPTING THE FIRST AMENDMENT TO REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIFIED GOVERNMENT AND WESTERN UNIVERSITY

Synopsis: A Resolution Adopting the First Amendment to Revised Memorandum of Understanding between the Unified Government and Western University, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212115

Item No. 5 - RESOLUTION: AMENDING THE APPOINTMENT PROCESS FOR THE UNIFIED GOVERNMENT'S SELECTIONS OF BOARD MEMBERS TO THE QUINDARO RUINS PROJECT FOUNDATION

Synopsis: A Resolution Amending the Appointment Process for the Unified Government's Selections of Board Members to the Quindaro Ruins Project Foundation, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212116

Item No. 6 - PROCLAMATION: KIWANIS CLUB 100TH ANNIVERSARY CELEBRATION

Synopsis: Proclamation proclaiming November 5, 2022, as Kiwanis Club 100th Anniversary Celebration, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212119

Item No. 7 - PROCLAMATION: AMERICAN EDUCATION WEEK

Synopsis: Proclamation proclaiming November 14-18, 2022, as American Education Week, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212122

Item No. 8 - PROCLAMATION: ST. JOHN CATHOLIC CLUB DAY

Synopsis: Proclamation proclaiming November 22, 2022, as St. John Catholic Club Day, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212120

Item No. 9 - PROCLAMATION: SMALL BUSINESS SATURDAY

Synopsis: Proclamation proclaiming November 26, 2022, as Small Business Saturday, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212121

VII. CONSENT AGENDA

Item No. 1 - RESOLUTION: AMEND THE MERC MANAGEMENT AGREEMENT

Synopsis: A resolution authorizing the adoption of the First Amendment to the Merc Grocery Store Management Agreement with Community Mercantile, Inc., submitted by Patrick Waters, Legal Counsel, Stephanie Bell, Economic Development.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 212082

Item No. 2 - RESOLUTION: FLAHERTY COLLINS- THE YARDS 2-IRB APPLICATION

Synopsis: A 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 $51,803,111 to finance the costs of acquiring, constructing, improving and equipping a commercial project for the benefit of KC THE YARDS 2, LLC, and its successors and assigns (sales exemption only), submitted by Patrick Waters, Deputy Chief Counsel, and Stephanie Bell, Economic Development Management Analyst.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 212081

Item No. 3 - RESOLUTION: GRANTS MANAGEMENT MANUAL

Synopsis: A resolution approving the Unified Government's Grants Management Manual submitted by Debbie Jonscher, Acting Chief Financial Officer.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 212086

Item No. 4 - RESOLUTION: 2023-A BONDS AND 2023-I & II TEMPORARY NOTES

Synopsis: A resolution authorizing the offering for sale of municipal temporary notes and general obligation bonds of the Unified Government of Wyandotte County/Kansas City, Kansas, submitted by Debbie Jonscher, Acting Chief Financial Officer.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted 4-0 to approve and forward to full commission.*

Tracking #: 212029

Item No. 5 - ORDINANCE: PUMP STATION 15 ABANDONMENT - CMIP 0520

Synopsis: An ordinance directing the Chief Counsel to commence legal proceeds to acquire property necessary for the project located at North 106th Street and Georgia Ave., submitted by James Bain, Assistant Counsel.

This item was previously approved by the commission on January 7, 2021.

Tracking #: 212114

Item No. 6 - PLAT: REPLAT OF SWAN LAKE ADDITION LOT 77

Synopsis: Plat of Replat of Swan Lake Addition Lot 77, located at 4431 N 124th Terr., and being developed by Curt & Jennifer Vogel, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 212107

Item No. 7 - PLAT: REPLAT OF ADNEY ACRES LOT 2

Synopsis: Plat of Replat of Adney Acres Lot 2, located at 19428 Clubhouse Drive, and being developed by Curt & Jennifer Vogel, submitted by Brent Thompson, County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 212108

Item No. 8 - MINUTES

Synopsis: Minutes from the Special Session meeting on October, 27, 2022.

Tracking #: MINUTES

Item No. 9 - WEEKLY BUSINESS

Synopsis: Weekly business materials dated October 20, 2022.

Tracking #: WEEKLY BUSINESS

VIII. PUBLIC HEARING AGENDA

Item No. 1 - RESOLUTION: APPROVING 2019 ANNUAL ACTION PLAN AMENDMENT #3

Synopsis: An update of CDBG-CV funded activities and presentation of a 2019 Annual Action Plan Substantial Amendment, submitted by Stephanie Stauffer, Community Development.

*On October 24, 2022, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission.*

Tracking #: 212023

IX. STANDING COMMITTEES' AGENDA

Item No. 1 was moved to the Mayor's agenda

Item No. 2 - RESOLUTION: FOURTH AMENDMENT TO LEGENDS WEST LAWN DEVELOPMENT AGREEMENT

Synopsis: A resolution authorizing the fourth amendment to the Legends West Lawn Development Agreement, submitted by Patrick Waters, Deputy Chief Counsel.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to move the item forward to the standing committee agenda.*

Tracking #: 212074

X. ADMINISTRATOR'S AGENDA

Item No. 1 - ORDINANCE AUTHORIZING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS AT 1700 KANSAS AVENUE (ECOVYST CATALYST TECHNOLOGIES, LLC).

Synopsis: An ordinance authorizing the issuance of Industrial Revenue Bonds in an amount not to exceed $4,000,000 for the purpose of acquiring, constructing, improving, installing, and equipping an industrial facility at 1700 Kansas Avenue (Ecovyst Catalyst Technologies, LLC), authorized by R-68-19, submitted by Patrick Waters, Deputy Chief Counsel.

The documents can be found at this link:
https://xfer.wycokck.org/public/folder/qATYSisILEaDwx3f6TXTyA/FC%2011-17-22%20Links

Tracking #: 212106

Item No. 2 - RESOLUTION/ORDINANCE: AMENDING SECTION 2-53 OF THE CODE TO SET NEW UG COMMISSIONER DISTRICT BOUNDARIES

Synopsis: Adopt resolution and approve ordinance amending section 2-53 of the UG Code to set new UG commissioner district boundaries, and to make other corrections to Section 2-53, submitted by Jeff Conway, Assistant Counsel.

Tracking #: 212117

XI. COMMISSIONERS' AGENDA

Item No. 1 - PRESENTATION: RESOLUTION OF SUPPORT R-67-22 FOR INCREASING THE BASE SALARY OF SWORN SHERIFF'S OFFICE EMPLOYEES

Synopsis: Per the direction of the commission at the Special Session on Thursday, October 27, 2022, a presentation will detail the steps to operationalize Sheriff Deputies' wage increases for the Sheriff's 2023 budget. The effective date of the salary increase will be January 1, 2023. At a future budget workshop, there will be a discussion of operationalizing Sheriff Deputies' increases by amending the 2023 budget, submitted by Reginald Lindsey, Budget Manager.

For information only.
This item is being requested to be fast-tracked to the November 17, 2022, Full Commission meeting.

Tracking #: 212109

XII. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

XIII. PUBLIC ANNOUNCEMENT

XIV. ADJOURN

AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, NOVEMBER 17, 2022

CHANGE IN ORDER OF AGENDA ITEMS

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For information only.
Tracking #: 212026

NEW ITEM

VI. MAYOR'S AGENDA
Item No. 1 – REQUEST: FUNDING TO SUPPORT DIGITIZING CASE FILES
Synopsis: Request by the District Attorney for allocation of funds to support digitizing case files, submitted by Mark Dupree, District Attorney.
Tracking #: 212123

Staff Request for Commission Action

Tracking No. 212123

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/17/2022				District Attorney

Item Description:
Funding to support digitalizing case files.

Action Requested:

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

Attachments List:

Staff Request for Commission Action

Tracking No. 212123

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/17/2022				District Attorney

Item Description:
Funding to support digitalizing case files.

Action Requested:

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

Attachments List:

Staff Request for Commission Action

Tracking No. 212026

Full Commission Meeting Date:
Committee: Administration & Human Services

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/09/2022	Ashley Hand	x5544	azhand@wycokck.org	Other

Item Description:
Request approval of project recommendations from the ARPA Subcommittee, submitted by Commissioner Markley.

Action Requested:

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

Attachments List:
ARPA Subcommittee_Recommendations to Standing for Nonprofit Funding_2022.10_R1

Road to Recovery

ARPA SUBCOMMITTEE RECOMMENDATIONS FOR FUNDING

October 2022

Vision

FOR OUR PANDEMIC RECOVERY

Wyandotte County and Kansas City, KS is a community that enjoys a high quality of life. Our diverse residents are healthy, safe, and share in the benefits of our growth as a community.

We fully understand our infrastructure needs and quickly address problems. We support more diverse, quality housing in our neighborhoods, small business growth, and equitable economic development.

The Unified Government and its partners work together to build on the success of our past while preparing us for an uncertain future. Together we develop bold, systemic solutions with multiple benefits, leveraging our investments efficiently and effectively.

PROPOSED VISION STATEMENT

Through our recovery from the pandemic, Wyandotte County/KCK will be ready for the future as we grow our community and address critical neighborhood needs.

Our Focus

VALUES FOR OUR RECOVERY
Equitable, Collaborative, Innovative & Resilient

COMMUNITY HEALTH AND WELL-BEING

INFRASTRUCTURE AND BUILT ENVIRONMENT

ORGANIZATIONAL AND COMMUNITY RESILIENCE

Goals

COMMUNITY HEALTH AND WELL-BEING

- Address the needs of our community, particularly our most vulnerable, in response to the ongoing pandemic and in anticipation of cold weather, by working with our community partners and neighborhoods to immediately direct aid and coordinated support where it is needed most.
- Establish a comprehensive response to address the needs of the unhoused with local and regional partners, building on our respective strengths through collaboration.
- Fully implement the Community Health Improvement Plan (CHIP) to strengthen our overall health and well-being as a community.

INFRASTRUCTURE AND BUILT ENVIRONMENT

- Understand current and future infrastructure needs to guide the equitable prioritization of investments, maintenance, and right-sizing.
- Develop a comprehensive plan to mitigate the impacts of the aging infrastructure and rising costs for our community by the end of 2023.
- Enhance availability and access to neighborhood amenities and infrastructure that support vibrant, healthy, and walkable neighborhoods.
- **Adopt a comprehensive strategy to develop sustainable, affordable, and diverse housing options to catalyze neighborhood regeneration and additional private investment, eliminating friction and barriers to redevelopment as applicable.**
- Balance new development by uplifting the existing community and identify equitable approaches to improving quality of life in disadvantaged communities.

ORGANIZATIONAL AND COMMUNITY RESILIENCE

- Prepare our organization, workforce, and community for future disasters and disruptions.
- Foster and enhance our capacity for response at the neighborhood-level to maximize impact on social, economic, and environmental outcomes.
- Build trust and accountability with our community through rapid, intentional, and inclusive reinvestment.
- **Establish fiscal sustainability for our operations as an organization.**

KEY: Yellow indicates leading goal based on straw poll during Special Session 10/28/2021.

ARPA Local Recovery Funds

JURISDICTION	ARPA Funds
City of Bonner Springs, KS*	$1.2M
City of Edwardsville, KS*	$0.68M
City of Kansas City, KS	$55.4M
City of Lake Quivira, KS	$0.14M
Donnelly College	$1.1M
Kansas City, KS Community College	$11.8M
Wyandotte County	$32.1M

SCHOOL JURISDICTION	ESSER III Funds
Bonner Springs – USD #204	$3.88M
KCK Public Schools – USD #500	$82.44M
Piper – USD #203	$0.94M
Turner – USD #202	$9.46M

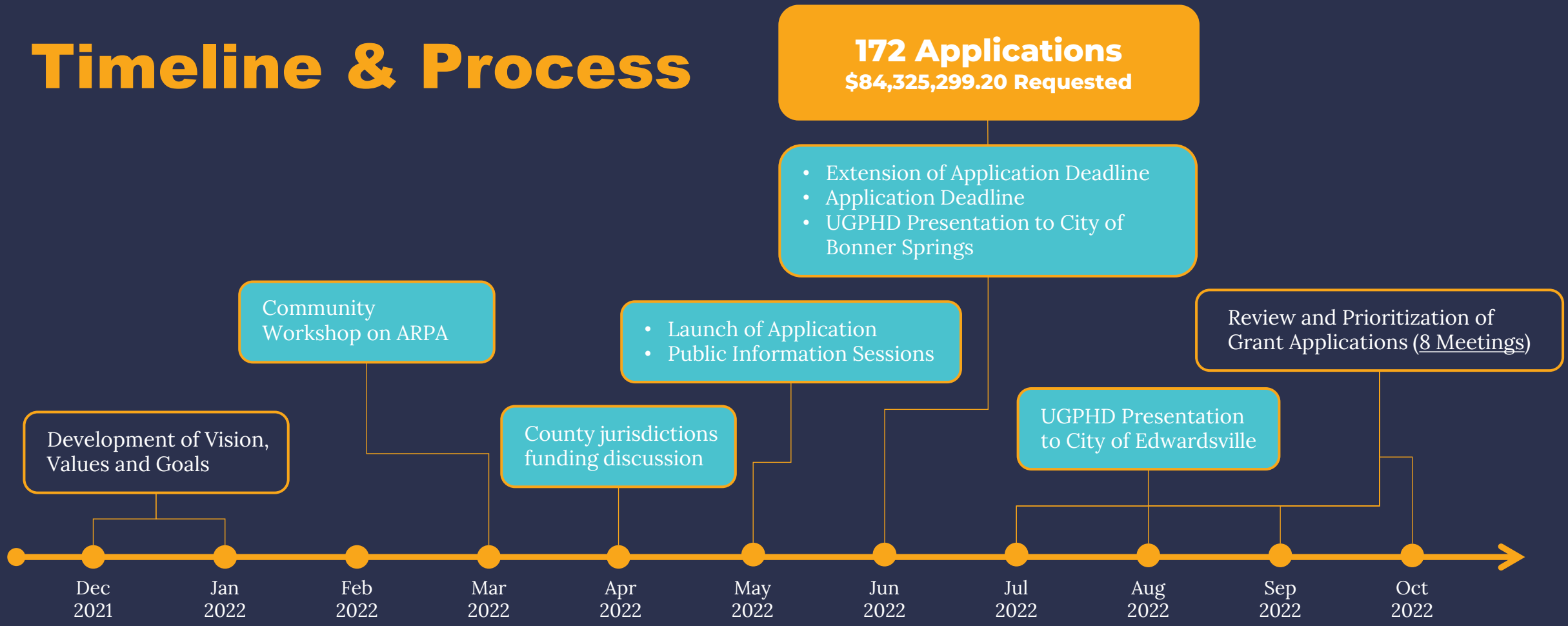
JURISDICTION	ARPA Funds
Johnson County, KS	$117.01M
Jackson County, MO	$136.55M
Lawrence	$19.30M
Leavenworth	$8.55M
Lenexa	$5.13M
Manhattan	$12.76M
Olathe	$14.92M
Overland Park	$18.58M
Shawnee	$7.56M
Topeka	$45.68M
Wichita	$72.42M

*Unlike CARES Act, when the Unified Government had funds to suballocate to Bonner and Edwardsville, ARPA funds have been allocated directly to each city by the State of Kansas.

ARPA
ALLOCATIONS TO DATE

Board of Commission Actions | Date	KCK	WYCO	TOTAL
US Treasury ARPA Allocation	**$ 55,383,872**	**$ 32,132,644**	**$ 87,516,516**
Immediate Needs | 08.26.2021	(1,516,634)	(8,298,342)	(9,814,976)
Housing Assistance | 08.26.2021	--	(1,850,000)	(1,850,000)
Revenue Replacement | 08.26.2021	(31,085,244)	(11,020,975)	(42,106,219)
Employee Vaccine Incentive | 09.30.2021	(660,000)	(340,000)	(1,000,000)
Additional Public Health Needs | 02.10.2022	--	(3,435,934)	(3,435,934)
ARPA Capital Needs | 05.26.2022	(17,474,528)	(6,378,308)	(23,852,836)
Municipal Court Fees shift | 05.26.2022	(150,000)	150,000	0
Revenue Replacement Calculation Adjustment | 06.02.2022	9,295,348	1,654,473	10,949,821
Kansas Avenue Bridge Emergency Repairs (from Revenue Replacement)	(3,500,000)		
Subtotal –ARPA Allocation Remaining	**$ 17,292,814**	**$2,613,558**	**$ 19,906,372**
Revenue Replacement Left in City General Fund Dedicated for Grant Matching	3,500,000	--	3,500,000
TOTAL ARPA AVAILABLE	**$ 20,792,814**	**$ 2,613,558**	**$ 23,406,372**

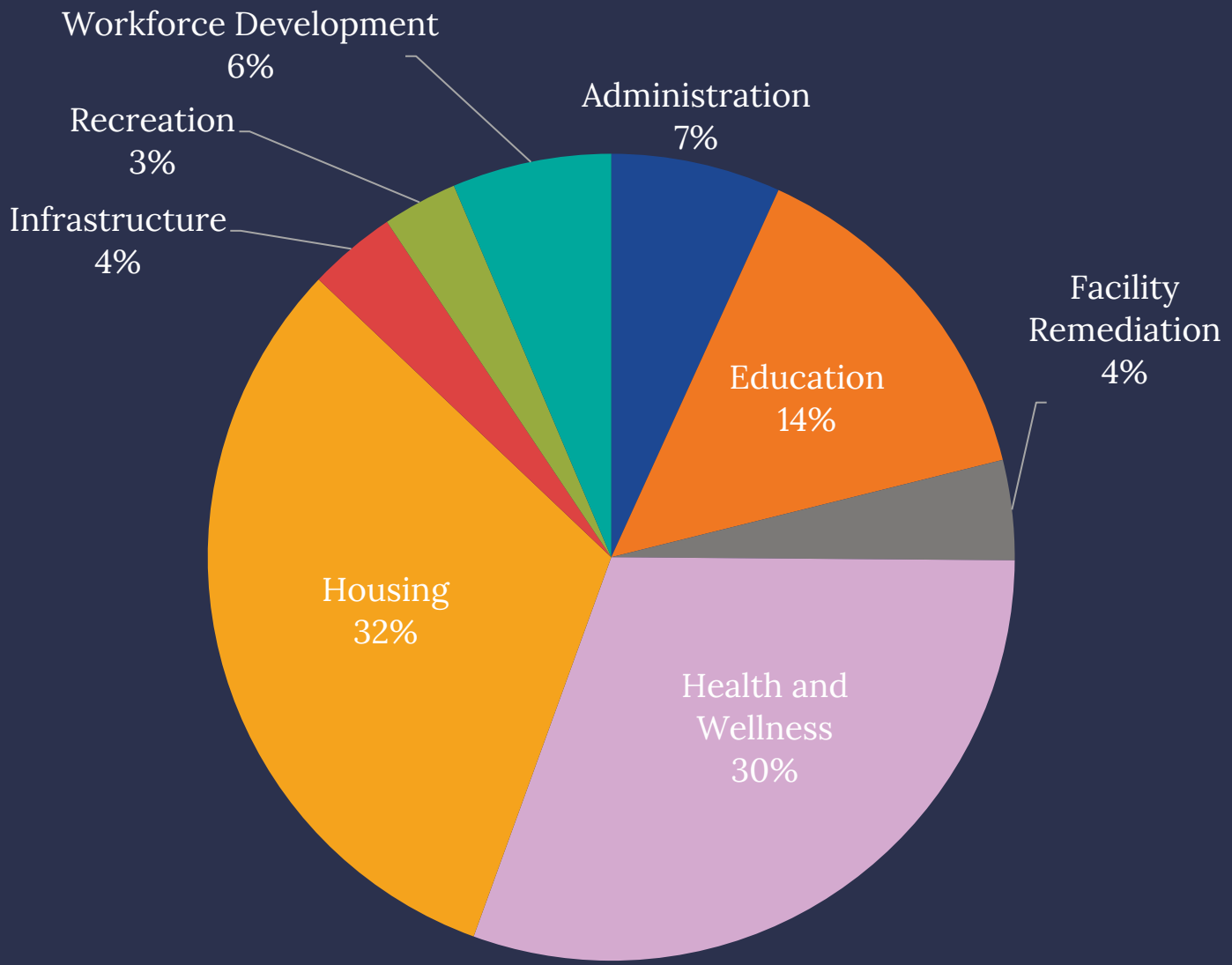
Timeline & Process



Nonprofit/UG

PROPOSED AWARD BY CATEGORY

- Housing was the top priority identified through community engagement.



Nonprofit/UG
PROPOSED AWARDS

- Proposing 29 awards for a total of $13.9M.
- ~$3.1M in ARPA funds remain for future allocation.

Organization	Program	Category	Amount Requested	Proposed Award
Argentine Betterment Corporation	Affordable Community Housing	Housing	$165,500.00	$110,000.00
Avenue of Life	Recovery Response - Impact KCK Capacity-Building	Housing	$2,501,752.88	$1,225,438.22
The Village Initiative	The Village Initiative Inc. Houses of Hope	Housing	$350,000.00	$325,000.00
Unified Government of WYCO	ARPA Coordinator	Administration	$240,773.18	$240,386.59
The Salvation Army Kansas City Kansas	Harbor Of Hope	Housing	$372,142.00	$336,071.00
Unified Government of WYCO	ARPA Consultants	Administration	$1,047,060.00	$725,000.00
Catholic Charities of Northeast Kansas Inc	Shalom House Homeless Transition Program	Housing	$41,000.00	$41,000.00
Local Workforce Investment Area III, Inc.	Skill Up WyCo! - A Short-Term Skills Training and Support Project	Workforce Development	$2,365,138.00	$1,100,000.00
El Centro Inc.	Economic Empowerment	Housing	$768,567.00	$500,000.00
Mission Adelante	Citizenship Class	Education	$35,635.14	$35,635.00
Parks and Recreation	Parkwood Pool Improvements	Infrastructure	$150,000.00	$150,000.00
Friends of Yates	Della Gill/Joyce H. Williams Center	Housing	$430,898.00	$390,449.50
Our Spot KC	Youth House	Housing	$1,129,014.00	$1,000,000.00
Unified Government of WYCO/KCK Transit	Bus Shelter Improvements	Facility Remediation	$100,000.00	$100,000.00
Parks and Recreation	Klamm Park & Quindaro Tennis Courts	Infrastructure	$160,000.00	$160,000.00
Mt. Carmel Redevelopment Corporation	Critical Housing, Health, and Human Services in Northeast Wyandotte County, Kansas	Housing	$1,578,000.00	$1,000,000.00
Kansas City Metropolitan Lutheran Ministry	Emergent Needs for Homeless and At-Risk Households	Health and Wellness	$400,000.00	$200,000.00
KUMC - Project Eagle	Project Eagle – Early Childhood Education	Education	$3,671,224.81	$1,500,000.00
Young Women on the Move	FLOURISH: YWOM Resource Center for Thriving Youth and Families	Recreation	$787,800.00	$618,900.00
				$11,655,691.67

Nonprofit/UG
PROPOSED AWARDS

- Proposing 29 awards for a total of $13.9M.
- ~$3.1M in ARPA funds remain for future allocation.

Organization	Program	Category	Amount Requested	Proposed Award
Cross-Lines Community Outreach	Cross-Lines Community Market	Food Insecurity	$324,600.00	$250,000.00
Cross-Lines Community Outreach	Housing Stabilization	Housing	$585,800.00	$387,500.00
The Toolbox Small Business Resource Center	KCK Construction Incubator	Workforce Development	$24,720.00	$22,360.00
The Family Conservancy	Start Young Program	Childcare	$4,647,465.00	$2,000,000.00
Kansas City, Kansas Police Department	Real Time Crime Center	Facility Remediation	$157,333.09	$157,333.09
UG Knowledge Department	Parks Facilities Increased Public Safety	Infrastructure	$9,100.16	$9,100.08
WyCo Sheriff	Air Quality Filtration Equipment	Health and Wellness	$40,500.00	$40,500.00
Community Housing of Wyandotte County	Affordable Apartments at Boulevard Lofts and Garden	Facility Remediation	$500,000.00	$400,000.00
Hillcrest Ministries of MidAmerica, Inc.	Mitigation of Homelessness	Mental Health	$645,000.00	$645,000.00
Unified Government of WYCO/KCK Transit	Northeast Microtransit Pilot	Infrastructure	$336,834.51	$318,417.00
				$4,230,210.17

AMERICAN RESCUE PLAN

PROPOSED AWARDS (requested funds)

Housing

Argentine Betterment Corporation	Avenue of Life	The Village Initiative	The Salvation Army Kansas City Kansas	Mt. Carmel Redevelopment Corporation
$132,307.50	$1,362,719.11	$419,107.00	$372,142.00	$986,700.00
Affordable Community Housing	Recovery Response - Impact KCK Capacity-Building	The Village Initiative Inc. Houses of Hope	Harbor Of Hope	Critical Housing, Health, and Human Services in Northeast Wyandotte County, Kansas
Acquiring landbank properties, rehabilitating them with contracting partners, and selling them at affordable rates, then reinvesting the funds into the next property	Avenue of Life Navigators provide intensive case management services, support, and education for families as they work toward a long-term housing solution and family economic self-sufficiency. Navigators take a two-generational approach, walking side-by-side with their families until the youngest child graduates high school and pursues post-secondary/vocational education.	Construction and development of transitional housing (4 units to house 10 individual men and women), assist with community reintegration, job and entrepreneurial support [this is an expansion from the earlier ARPA program award from the UG]	The Harbor of Hope will provide safe and structured transitional housing for those exiting prison and treatment centers.	MCRC works to meet a wide range of housing, health, and human service needs in northeast KCK. We respectfully request funding to assist in the following areas: housing (rent, mortgage, and utility assistance), health (mental & physical) and nutrition.

El Centro Inc.	Friends of Yates	Our Spot KC	Catholic Charities of Northeast Kansas Inc	Cross-Lines Community Outreach	Community Housing of WyCo
$546,070.88	$395,224.75	$1,129,014.00	$41,000.00	$387,500.00	$400,000
Economic Empowerment	Della Gill/Joyce H. Williams Center	Youth House	Shalom House Homeless Transition Program	Housing Stabilization	Affordable Apartments at Boulevard Lofts and Garden
We want to prevent evictions and utility disconnections in addition to preventing additional debt that will only cause more financial stress to a household and our residents	Under this proposed project, FOY will continue to serve to meet the immediate health and safety needs of one of Wyandotte County's most vulnerable and unhoused populations, by providing emergency shelter, housing assistance and life-saving supportive services to assist survivors in gaining self-sufficiency, economic prosperity and stable housing.	Lion House is Our Spot KC's flagship housing program, providing emergency shelter, transitional housing, and rapid rehousing to Kansas City's LGBTQ+ community in need. This proposal is for funds for the continued, independent operation of our transitional housing facility (the "Youth House"), which serves LGBTQ+ youth ages 18-24.	In December, the Shalom House Transitional Program serving men experiencing homelessness will reopen at the Sanctuary of Hope Facility on Ridge Avenue in Kansas City Kansas. The program will be enhanced and expanded in many ways over what we could offer before. The new facility itself will feature a capacity of 50 residential participants, up from 22 at our former site, offer two fully compliant ADA rooms, quarters that provide for more dignity, classroom space for the workforce, financial education, support group, and community engagement activities planned and the proven benefit of a beautiful natural setting.	The Housing Stabilization programs at Cross-Lines Community Outreach help prevent individuals from entering homelessness during this economic crisis caused by the Covid-19 pandemic. Beyond providing immediate relief for the households presenting financial needs, our case management team helps clients identify their resiliency, strengths and resources. Tapping into these natural supports empowers clients to become their own best advocate.	CHWC respectfully requests $500,000 to offset increased construction costs for Boulevard Lofts and Garden, a ground-breaking new concept in residential urban farming located at 800 Washington Blvd, Kansas City, Kansas.

PROPOSED AWARDS
(requested funds)

Administration

Unified Government	Unified Government
$1,047,060.00	$240,773.18
ARPA Consultants	ARPA Coordinator
Due to COVID-19 Wyandotte needs continued assistance with recovery. iParametrics understands the challenges to recovering and has continued to support Wyandotte with financial recovery from COVID. By providing recovery and grant efforts Wyandotte can assist the whole community. Under 7.1 Administrative expenses – direct and indirect admin support.	Unified Government is looking for a solution oriented, dynamic, collaborative, and passionate professional to come work as an American Rescue Plan Act (ARPA) Coordinator. The coordinator will serve as staff liaison to a commission sub-committee while providing project management and strategic leadership, working with UG staff, grant consultant, community non-profit and philanthropic organizations, in support of the UG achieving an equitable and swift recovery from the economic challenges precipitated by the COVID-19 pandemic by meeting the objectives of the UG Board of Commissioners during the ARPA funding allocation and expenditure process.

Recreation

Young Women on the Move
$568,900.00
FLOURISH: YWOM Resource Center for Thriving Youth and Families
ARPA funding from the Unified Government will allow us to expand programming to greater numbers of youth, parents, other adults in the community, and existing and new partners. New Programs Proposed (ARPA Funding Request): Community Garden, Culinary Center, Maker Space Resource Room & Fitness Center

PROPOSED AWARDS
(requested funds)

Facilities Remediation

Unified Government	KCKPD
$100,000.00	$157,333.09
Bus Shelter Improvement	Real-Time Crime Center
This project will improve and upgrade the 13 bus shelters between the 47th Street Transit Center and the 7th and Minnesota Transit Center. All bus shelters will be made fully enclosed and heated, thus improving the ridership experience and creating a safer place for citizens to wait for their preferred mode of transit. Additionally, we will be installing solar panels to power the dedicated shelter heating systems.	The RTICC has been allocated space for its office but the space itself is unusable in its current state. The space needs to be rehabilitated by replacing the aged HVAC system, installing new walls and electrical infrastructure, installing a new ceiling, and refinishing the floor.

Infrastructure

Unified Government	Unified Government	Unified Government	Unified Government
$162,500.00	$160,000.00	$318,417.00	$9,100.08
Parkwood Pool Improvements	Klamm Park & Quindaro Tennis Courts	Northeast Microtransit Pilot	Parks Facilities Increased Public Safety
Improvements to the fencing around the perimeter of the pool to enhance safety protocols for the facility.	This project will consist of total improvements to Klamm Park Tennis Courts to include resurfacing, painting, re-striping of the court, new nets, and making repairs to the fencing around the perimeter.	The Wyandotte County/Kansas City, KS Transportation Department (UGT) is aiming for the expansion of our existing microtransit program by implementing a one-year pilot route that will serve the currently underserved northeastern portion of our community. The pilot project is scheduled to operate Monday through Friday from 5:30 AM to 7:30 PM and will allow for a vital connection to be made to the 7th and Minnesota Transit Center, allowing residents access to additional regional routes.	The Parks Project would install cameras on the outsides of community centers and at strategic park locations to potentially reduce crime, assist in solving crimes and improve the Sheriff's response time to parks incidents.

PROPOSED AWARDS
(requested funds)

Workforce Development

Local Workforce Investment Area III, Inc.	KCK Construction Incubator
$1,182,569.00	$22,360.00
Skill Up WyCo! - A Short-Term Skills Training and Support Project	The Toolbox Small Business Resource Center
Provide training and skill development and wrap around supports to fill in-demand jobs in IT, healthcare, manufacturing, transportation and logistics, construction, and other skilled trades.	The KCK Construction incubator and accelerator program is set up to be an incredible resource for MBE and WBE trade contractors who are looking to grow their businesses by developing a strong foundation and building the capacity to deliver on larger projects. During the 6-week program incubator participants will be engaging with our skilled facilitators, strategic partners, who are committed to sustainably developing the MWBE trade contractor community for greater success.

Education

Mission Adelante	KUMC - Project Eagle
$35,476.29	$2,674,127.96
Citizenship Class	Project Eagle – Early Childhood Education
Our goals for this citizenship program are to reach out to all immigrants with this program offering, and adequately prepare students to pass the citizenship exam.	Project Eagle proposes to serve preschool aged children in Wyandotte County, Kansas that are needing full day, full year programming. Project Eagle has 14 classrooms, but due to decreased funding during the pandemic, one of our preschool classrooms has been closed leaving 17 slots unfilled and unutilized for children in need in the county. In order to most effectively address the comprehensive needs of these vulnerable families, Project Eagle plans to serve an additional 17 preschoolers in center-based services with programming using the Educare model.

PROPOSED AWARDS
(requested funds)

Health & Wellness

Kansas City Metropolitan Lutheran Ministry	Cross-Lines Community Outreach	The Family Conservancy	WyCo Sheriff	Hillcrest Ministries of MidAmerica, Inc.
$100,000.00	$250,000.00	$2,000,000.00	$40,500.00	$645,000.00
Emergent Needs for Homeless and At-Risk Households	Cross-Lines Community Market	Start Young Program	Air Quality Filtration Equipment	Mitigation of Homelessness
The Emergent Needs for Homeless and At-Risk Households project is comprised of three primary program components to address housing instability, food insecurity, and personal well-being: Client Services, Case Management, and Financial Opportunity Center. ARPA funding will allow MLM to continue to meet the growing needs of those in poverty in Wyandotte County, providing increased services and assistance to homeless and at-risk households.	Cross-Lines requests $324,600 in ARPA funding to support the expansion of the Community Market program, which serves residents of Wyandotte County who are food insecure. Funds will allow Cross-Lines to expand capacity and increase the amount of healthy food distributed to the community to meet the current increased demands for food access during the pandemic that is now compounded by increasing inflation.	The overall goal of The Family Conservancy (TFC) is to create a systemic approach to early childhood education that will improve the access and quality of child care, in Wyandotte County and beyond. TFC provides under-resourced families with the ability to enroll their child in a quality early education setting that increases the child's chances of entering kindergarten prepared to succeed.	We are requesting funding to support the purchase of 10 commercial air filtration units for the detention centers and non-secured work spaces. Total cost will be $40,500.00.	Hillcrest respectfully requests funding to support an intentional effort to improve the physical and mental health of homeless households in Wyandotte County through increased access to transitional housing programs and services.

Road to Recovery

THANK YOU.

Staff Request for Commission Action

Tracking No. 211724

Full Commission Meeting Date: 06/09/22
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/28/2022	Ana Marin	x5010	amarin@wycokck.org	Administrator's Office

Item Description:
Update regarding County Administrator's Search Process by Tyrone Garner, Mayor/CEO.

Action Requested:

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

Attachments List:

Staff Request for Commission Action

Tracking No. 212115

Full Commission Meeting Date: 11/17/22
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/10/2022	LaVert Murray	x5010	lmurray@wycokck.org	Economic Development

Item Description:
A Resolution Adopting the First Amendment to Revised Memorandum of Understanding between the Unified Government and Western University, submitted by Tyrone A. Garner, Mayor/CEO.

Action Requested:
To adopt the resolution

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

Attachments List:
Resolution adopting the First Revised MOU with Western University - final, First Amended MOU between the UG and Western University - final

RESOLUTION NO. R _____

A RESOLUTION ADOPTING THE FIRST AMENDMENT TO REVISED MEMORANDUM OF UNDERSTANDING WITH WESTERN UNIVERSITY ASSOCIATION OF THE A.M.E. CHURCH, INC. (QUINDARO RUINS PROJECT)

WHEREAS, pursuant to Resolution No. R-89-20, Western University Western and the Unified Government signed a Revised Memorandum of Understanding ("Revised MOU") dated January 19, 2020, providing a non-binding framework by which the parties agreed to jointly appoint members to the board of directors for a non-profit corporation related to the Quindaro Ruins Project and providing direction on other matters related to the Quindaro Ruins Project; and

WHEREAS, since that date the Quindaro Ruins Project Foundation (the "Foundation") has officially been incorporated with the State of Kansas and has been recognized as a 501(c)(3) corporation by the Internal Revenue Service; and

WHEREAS, the Foundation, with the assistance of the parties, has been working diligently to clean-up the area around the Quindaro Ruins and has enlisted the help of the National Park Service, which just recently conducted an assessment of twenty-two high-priority archaeological features at the Historic Quindaro site; and

WHEREAS, the parties wish to update and amend the Revised MOU, as shown on Exhibit A, attached hereto.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Unified Government of Wyandotte County/KCK, hereby amends the Revised MOU as follows:

1. The Board of Commissioners hereby adopts the First Amendment to Revised Memorandum of Understanding, attached hereto as Exhibit A.

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

3. This Resolution shall take effect and be in full force immediately after its adoption by the Government Body of the Unified Government.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIEDGOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 17th DAY OF NOVEMBER 2022.

_____
Tyrone Garner, Mayor/CEO

Attest:

_____
Unified Government Clerk

Approved as to Form:

_____
Chief Counsel

First Amendment to Revised Memorandum of Understanding

This First Amendment to Revised Memorandum of Understanding ("First Amendment") is entered into as of the date of the last signatory (the "Effective Date") by and between Western University Association of the A.M.E. Church, Inc. ("Western University") and the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government").

RECITALS

WHEREAS, pursuant to Resolution No. R-89-20, Western University Western and the Unified Government signed a Revised Memorandum of Understanding ("Revised MOU") dated January 19, 2020, providing a non-binding framework by which the parties agreed to jointly appoint members to the board of directors for a non-profit corporation related to the Quindaro Ruins Project and providing direction on other matters related to the Quindaro Ruins Project; and

WHEREAS, since that date the Quindaro Ruins Project Foundation (the "Foundation") has officially been incorporated with the State of Kansas and has been recognized as a 501(c)(3) corporation by the Internal Revenue Service; and

WHEREAS, the Foundation, with the assistance of the parties, has been working diligently to clean-up the area around the Quindaro Ruins and has enlisted the help of the National Park Service, which just recently conducted an assessment of twenty-two high-priority archaeological features at the Historic Quindaro site; and

WHEREAS, the parties wish to update and amend the Revised MOU, therefore, the parties express their mutual intent as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Western University and the Unified Government agree as follows:

1. Paragraph 2 of the Revised MOU is amended as follows:

   "It is the intention of the parties to form a non-profit corporation (the "Corporation) to manage or own the property included in the Quindaro Ruins Project, to apply for and seek grants, government funding, and donations, and to develop the Quindaro Ruins Project in accordance with the purposes of the Corporation as outlined in the Articles of Incorporation. The parties intend for the Corporation to qualify as a tax-exempt entity under the federal income tax code. The Unified Government agrees to look into potential grant funds that it, as a governmental entity, may be eligible to apply for and that would benefit the Quindaro Ruins Project. The parties understand and agree that no grant funding received by the Unified Government will be transferred to or inure to the benefit of Western University itself.

2. Paragraph 4 of the Revised MOU is amended as follows:

"The Corporation documents will set forth clearly defined purposes for the Corporation related to the use of the Quindaro Ruins Project property, the use of funds, and the development of the Quindaro Ruins Project. The Corporation documents will also include specific project milestones to be accomplished by the Corporation to ensure that the project is progressing, including the immediate need to take the actions necessary to comply with The Quindaro Ruins Preservation Covenant (2004)."~~, and the Corporation documents will provide a process by which the property contributed to the Corporation by the parties will revert back to the parties if the milestones are not accomplished by the dates set forth in the Corporation documents.~~

3. Paragraph 5 of the Revise MOU is deleted in its entirety and replaced with the following:

"Western University and the Unified Government recognize that each party owns property within the general area contemplated to comprise the Quindaro Ruins Project. Neither party commits to transferring any of its property, by sale or donation, to the Foundation or another third party, now or in the future. If either party decides in the future that sufficient progress has been made that such a transfer to the Foundation or another third party may be in the best interest of furthering the Quindaro Ruins Project, that party may, in its complete and sole discretion, bring such action to its governing body for consideration."

4. Except as expressly set forth in this First Amendment, all terms and provisions of the Revised MOU are hereby confirmed and remain unmodified, such terms and provisions being hereby incorporated herein for all purposes.

5. In the event of any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Revised MOU, the terms and provisions of this First Amendment shall control.

6. This First Amendment may be executed in any number of counterparts, each of which may be executed by only one party, and all of which together shall constitute one instrument. Delivery by electronic transmission of an executed counterpart of any signature page to this First Amendment to be executed hereunder shall have the same effectiveness as delivery of a manually executed counterpart thereof.

7. The parties acknowledge that the Revised MOU as amended by the First Amendment sets forth an accurate non-binding summary of their mutual intent regarding how the parties will work together for the benefit of the Quindaro Ruins Project.

[Signature page follows]

Western University Association of the A.M.E. Church, Inc.,
a Kansas not-for-profit corporation

By: _____
Name: _____
Title: _____
Date: _____, 2022

The Unified Government of Wyandotte County/Kansas City, Kansas,
a political subdivision of the State of Kansas

By: _____
Name: Tyrone Garner
Title: Mayor/CEO
Date: _____, 2022

Staff Request for Commission Action

Tracking No. 212116

Full Commission Meeting Date: 11/17/22
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/10/2022	LaVert Murray	x5010	lmurray@wycokck.org	Economic Development

Item Description:
A Resolution Amending the Appointment Process for the Unified Government's Selections of Board Members to the Quindaro Ruins Project Foundation, submitted by Tyrone A. Garner, Mayor/CEO.

Action Requested:
To adopt the resolution

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

Attachments List:
Resolution amending appointment process to Quindaro Foundation - FINAL, Exhibit to Reso Quindaro

RESOLUTION NO. R_____

A RESOLUTION AMENDING THE APPOINTMENT PROCESS FOR THE UNIFIED GOVERNMENT'S SELECTIONS OF BOARD MEMBERS TO THE QUINDARO RUINS PROJECT FOUNDATION, AMENDING RESOLUTION R-89-20.

WHEREAS, pursuant to Resolution No. R-89-20, the Unified Government Board of Commissioners approved the appointment process for the Unified Government's selections of board members to the Quindaro Ruins Project Foundation; and

WHEREAS, Resolution No. R-89-20 currently provides that, absent a vacancy, currently serving board members can only be replaced by the same Mayor/CEO or the In-District Commissioner of the Quindaro Ruins site who appointed them; and

WHEREAS, the Unified Government Board of Commissioners desires to modify and amend R-89-20 to allow the currently serving Mayor/CEO and In-District Commissioner of the Quindaro Ruins site to replace board members of the Quindaro Ruins Project Foundation at will, regardless of whether they were appointed by them or not.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Unified Government of Wyandotte County/KCK, hereby amends the portions of R-89-20 which relate to the appointment and replacement process of Quindaro Ruins Project Foundation board members as follows:

1. That the Mayor/CEO of the Unified Government shall have the authority to appoint two (2) members to the Quindaro Ruins Project Foundation and the In-District Commissioner of the Quinadro Ruins site shall have the authority to appoint one (1) member. Should the size of the Board increase to nine (9) members as set forth in the MOU, then the Mayor/CEO shall have the authority to appoint two (2) members and the In-District Commissioner shall have the authority to appoint two (2) members. Should the size of the Board decrease to five (5) members pursuant to the proportional representation set forth of the MOU, the Mayor/CEO and In-District Commissioner shall each have the authority to appoint one (1) member. Any additional changes to the numerical composition of the Board beyond that set forth set herein shall require approval of the Unified Government.

2. That the length of terms of the appointments shall be determined as set forth in the Bylaws and other incorporating documents of the Quindaro Ruins Project Foundation.

3. The Mayor/CEO of the Unified Government and the In-District Commissioner of the Quindaro Ruins site shall have authority to fill any vacancies and to replace any current or previous appointments with or without cause, so long as the Quindaro Ruins Project Foundation is active and in good standing.

4. That the Mayor/CEO, the In-District Commissioner of the Quindaro Ruins site, the County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

5. This Resolution shall take effect and be in full force immediately after its adoption by the Government Body of the Unified Government.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 17th DAY OF NOVEMBER 2022.

_____
Tyrone Garner, Mayor/CEO

Attest:

_____
Unified Government Clerk

Approved as to Form:

_____
Chief Counsel

RESOLUTION NO. R-89-20

A RESOLUTION APPROVING A REVISED MEMORANDUM OF UNDERSTANDING AND AUTHORIZING THE MAYOR/CEO OF THE UNIFIED GOVERNMENT AND THE IN-DISTRICT COMMISSIONER TO APPOINT MEMBERS TO THE BOARD OF DIRECTORS FOR THE QUINDARO RUINS PROJECT

WHEREAS, on August 10, 2020 the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") approved a Memorandum of Understanding ("MOU") with Western University Association of the A.M.E. Church ("Western University") agreeing to proceed in good faith in connection with a potential partnership related to the future preservation and development of the Quindaro ruins site located in and around the site of the former Quindaro township in Kansas City, Kansas (the "Quindaro Ruins Project); and

WHEREAS, after further discussion the parties have concluded that a non-profit corporation is a better vehicle by which to accomplish the goals of the Quindaro Ruins Project, and have therefore drafted a revised MOU, attached as Exhibit A hereto: and

WHEREAS, the parties are in the process of drafting and negotiating Articles of Incorporation and other Corporation documents as set forth in the MOU, which will set forth clearly defined purposes for the Board of Directors for the Quindaro Ruins Project ("Quindaro Ruins Board of Directors") related to the use of the Quindaro Ruins Project property, the use of funds, and the development of the Quindaro Ruins Project; and

WHEREAS, it is currently planned for the Quindaro Ruins Board of Directors to be comprised of seven (7) members; four (4) appointed by Western University and three (3) appointed by the Unified Government.

WHEREAS, the MOU provides that the Mayor/CEO and In-District Commissioner of the Quindaro Ruins Site shall select the Unified Government members of the Quindaro Ruins Board of Directors, and it is the intent of this Resolution to formalize that process.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Unified Government of Wyandotte County/KCK as follows:

1. That the Mayor/CEO of the Unified Government shall have the authority to appoint two (2) members to the Quindaro Ruins Board of Directors and the In-District Commissioner of the Quinadro Ruins site shall have the authority to appoint one (1) member. Should the size of the Board increase to nine (9) members as set forth in the MOU, then the Mayor/CEO shall have the authority to appoint two (2) members and the In-District Commissioner shall have the authority to appoint two (2) members. Should the size of the Board decrease to five (5) members pursuant to the proportional representation set forth of the MOU, the Mayor/CEO and In-District Commissioner shall each have the authority to appoint one (1) member. Any additional changes to the numerical composition of the Board beyond that set forth set herein shall require approval of the Unified Government.

2. That the initial terms of the appointments shall be determined as set forth the Articles of Incorporation and other Corporation documents, which must be approved unanimously by the Quindaro Ruins Board of Directors. If no Corporation documents are approved within four (4) years of the date of this Resolution, then the term of the appointments shall expire.

3. The Mayor/CEO of the Unified Government and the In-District Commissioner shall have authority to fill any vacancies and to replace any previous appointment made by the same Mayor/CEO or In-District Commissioner with or without cause so long as the Corporation is active and in good standing.

4. That the Mayor/CEO, the In-District Commissioner, the County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

5. This Resolution shall take effect and be in full force immediately after its adoption by the Government Body of the Unified Government.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 17th DAY OF DECEMBER, 2020.

Unified Government Clerk

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS, on Oct 3rd, 1931, the Kiwanis Club of Kansas City was chartered. This milestone marked the beginning of 100 remarkable years of service to the children of Wyandotte County. The group spearhead many programs, including K-Kids at Douglass Elementary, Builders Club at Argentine Middle School, Key Clubs at Sumner Academy, Washington High School, and a Circle K Club at Donnelly College. As well as many successful Pancake days raising thousands of dollars for scholarships; and

WHEREAS, the Kiwanis Club has been a staple in this community for over 100 years. One of this organizations biggest service contributions to the community is awarding thousands of dollars in scholarships to high school students over many years. As well as volunteering at Avenue of Life, Bell ringing for the Salvation Army, sponsoring service leadership clubs at several schools, sponsoring programs including K-Kids, Builders Club, Key Clubs and Circle K.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 5, 2022, as:

"Kiwanis Club 100th Anniversary Celebration"

in Wyandotte County/Kansas City, Kansas and urge all citizens to recognize Kiwanis Club. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS, Public Education has long been the backbone of democracy; and

WHEREAS, since its founding in 1921, the designation of American Education week has sought to raise public awareness of the importance of education; and

WHEREAS, the accomplishments and needs of public schools are far-reaching and deep; and

WHEREAS, it is important to secure the corporation and supports from the public to meet the needs and continue the accomplishments of our public schools; and

WHEREAS, this week, we honor all the educators, counselors, nurses, cafeteria workers, bus drivers, custodians, and other school staff who make such a difference in our children's lives; and

WHEREAS, the Commission of the Unified Government of Wyandotte County | Kansas City, Kansas encourages all citizens to recognize and encourage those involved in the Kansas City Kansas Public Schools USD 500, Piper Schools USD 203, Turner Schools USD 202, and Bonner/Edwardsville USD 204 for their invaluable contributions to our community's prosperity.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 14-18, 2022, as:

"American Education Week"

in Wyandotte County/Kansas City, Kansas and urge all citizens to recognize the importance of education. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

_____

TYRONE GARNER, MAYOR/CEO

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS, in 1922, a group of Croatian youth, with the assistance of Monsignor Krmpotic, organized the St. John Catholic Club for the purpose of fellowship, recreation, serving the church, school and Croatian community; and this year the club will commemorate its 100th Anniversary; and

WHEREAS, the membership, spanning generations, continues to provide dedicated service to the Croatian community; and

WHEREAS, the contributions of the St. John Catholic Club included: helping the service members during WW II, serving as a rallying point for the local and parish war efforts, created and sponsored the St. John's Tamburitzans; supported St. John the Baptist Catholic Church, St. John Grade School, The Strawberry Hill Museum, North America Croatian Relief efforts as well as immigrants and war refugees; and supported the continuation of Catholic education through scholarships.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 22, 2022 as:

"St. John Catholic Club Day"

in Wyandotte County/Kansas City, Kansas and call upon all residents to recognize the importance of St. John Catholic Club Day. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS, the government of Kansas City, Kansas, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, Kansas City, Kansas supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 26th, 2022, as:

"Small Business Saturday"

in Wyandotte County/Kansas City, Kansas and urge all citizens to recognize and support small businesses and merchants on Small Business Saturday and throughout the year. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

_____

TYRONE GARNER, MAYOR/CEO

Staff Request for Commission Action

Tracking No. 212082

Full Commission Meeting Date: 11/17/22
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/7/22
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/09/2022	Patrick Waters	x5079	patrickwaters@wycokck.org	Economic Development

Item Description:
A resolution approving the adoption of the first amendment to the Merc Grocery Store Management Agreement with Community Mercantile, Inc., extending the original term of the agreement from July 30, 2023, to July 30, 2025. Submitted by Patrick Waters, Legal Counsel, Stephanie Bell, Economic Development

Action Requested:
Approval

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

Attachments List:
Resolution authorizing approval of First Amended Management Agreement, First Amendment to Merc Management Agreement

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADOPTION OF THE FIRST AMENDMENT TO GROCERY STORE MANAGEMENT AGREEMENT WITH THE COMMUNITY MERCANTILE, INC.

WHEREAS, on August 30, 2018, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") and The Community Mercantile, Inc. ("Manager") entered into that certain Grocery Store Management Agreement (the "Original Management Agreement"), whereby the UG agreed to construct, and Manager agreed to manage, a full-service grocery store at 501 Minnesota Avenue, Kansas City, Kansas, all as set forth in the Original Agreement;

WHEREAS, the Term of the Original Agreement was for three years, which Term is set to expire on July 30, 2023; and

WHEREAS, the Unified Government and The Merc believe that it is in their mutual interest, and the interest of the community, to continue their partnership and renew the term of the Management Agreement for an additional two years, with covenants as set forth herein.

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

Section 1. Authorization. The Unified Government Mayor/CEO is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas the First Amended Management Agreement, in substantially the form attached hereto as Exhibit A.

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

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

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____ DAY of _____, 2022.

_____
Tyrone Garner, Mayor/CEO

Attest:

_____

Approved as to Form:

_____

FIRST AMENDMENT TO GROCERY STORE MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO GROCERY STORE MANAGEMENT AGREEMENT (this "First Amendment"), by and among the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "UG"); **and THE COMMUNITY MERCANTILE, INC.,** a Kansas corporation ("Manager"), is made and entered into as of the date executed by the UG (the "Effective Date"). The UG and Manager are collectively referred to herein as the "Parties".

RECITALS:

A. On August 30, 2018, the UG and Manager entered into that certain Grocery Store Management Agreement (the "Original Management Agreement"), whereby the UG agreed to construct, and Manager agreed to manage, a full-service grocery store at 501 Minnesota Avenue, Kansas City, Kansas, all as set forth in the Original Agreement.

B. The Original Agreement was modified by that certain letter agreement entered in to between the Parties on March 8, 2019, relating to extension of the Condition Date and the amount of parking available to Manager (the "Letter Amendment").

C. The Original Agreement provided for an initial term of three (3) years from the Effective Date, subject to renewals by agreement of the Parties. The Effective Date of the Original Agreement was the date that Manager opened for business, on July 30, 2020. The Parties agree that it is desirable and in the best interest of each of the Parties to extend the term of the Original Agreement, with certain amendments as set forth herein. The Original Agreement, along with all letter agreements and this First Amendment, shall collectively be known as the "Amended Agreement".

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

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

2. **Amendment of Original Agreement.**

A. Modification of the Term of the Original Agreement. The Parties agree that Section 5.1 shall be deleted in its entirety and replaced with the following:

> **5.1 Term**. The Parties agree that the Term of the Original Agreement lasts until July30, 2023, and the Parties shall operate under the terms and conditions of the Original Agreement until that date. The Parties agree to renew the Term for an additional two (2) years, until July 30, 2025 (the "Second Term"). The Second Term shall then automatically renew each year thereafter for a period of one (1) year, provided that either the Manager or the UG may terminate the Amended Agreement upon the giving of no less than six (6) months advance written notice

to either party prior to the expiration of the Second Term ending or no less than six (6) months prior to the end of each successive one (1) year Term.

B. Deletion of the "Grand Opening" provisions as no longer germane to the Amended Agreement. The Parties agree that Section 5.2 shall be deleted in its entirety.

C. Amendment of Stabilization Fund Reserve Account. The Parties agree that Section 5.4 shall be deleted in its entirely and replaced with the following:

5.4 Stabilization Fund. Upon the commencement of the Second Term, the UG shall establish a Stabilization Fund. The Stabilization Fund shall be drawn on and made available to Manager during the Second Term only if the applicable Quarterly Sales Stabilization Benchmark has not been achieved during each quarter of the Second Term (the "**Stabilization Period**") as hereinafter provided. At the end of each Quarterly Accounting Period during the Stabilization Period in which the Gross Revenues for such Quarterly Accounting Period fail to exceed the applicable Quarterly Sales Stabilization Benchmark (a "**Quarterly Gross Revenue Shortfall**") as set forth on the matrix attached hereto as Exhibit 4 (the "**Stabilization Fund Matrix**"), Manager shall be entitled to receive from the Stabilization Fund a percentage of such Quarterly Gross Revenue Shortfall in the amounts set forth in the Stabilization Fund Matrix, subject to the Quarterly Cap set forth therein. Any unused funds in the Stabilization Fund at the expiration of the Stabilization Period shall become the sole and exclusive property of the UG, and Manager shall have no further right to the Stabilization Fund.

D. New Exhibit 4. The Parties agree that the original Exhibit 4 shall be amended and replaced with the new Exhibit 4, attached hereto.

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

A. Any capitalized term used herein that is not specifically defined herein shall have the meaning provided in the Original Agreement.

B. Except as specifically modified by this Amendment, the Original 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 Original Agreement, as amended by the Letter Amendment and this First Amendment, shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in the Original Agreement, as amended by the Letter Amendment and 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 as to afford the party for whose benefit it was intended the fullest benefit commensurate with making the Original Agreement, as amended by the Letter Amendment and this First Amendment, enforceable and the balance of the Original Agreement, as amended by the Letter Amendment and this First

Amendment, 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; the Original Agreement, as amended by the Letter Amendment and this First Amendment, contain the entire agreement between the Parties hereto; and 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. This First Amendment may be executed in counterparts.

G. This First Amendment shall be construed in accordance with the laws of the State of Kansas.

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

EXHIBIT 4

STABILIZATION FUND MATRIX

Schedule of Quarterly Sales Stabilization Benchmarks			Contribution %	Quarterly Cap
3rd Year	Q1	$837,000	15.00%	$35,000
	Q2	$875,000	15.00%	$35,000
	Q3	$845,000	15.00%	$35,000
	Q4	$875,000	15.00%	$35,000
4th Year	Q1	$925,000	15.00%	$30,000
	Q2	$965,000	15.00%	$30,000
	Q3	$960,000	15.00%	$30,000
	Q4	$900,000	15.00%	$30,000
5th Year	Q1	$952,750	15.00%	$25,000
	Q2	$993,950	15.00%	$25,000
	Q3	$988,800	15.00%	$25,000
	Q4	$927,000	15.00%	$25,000

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

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_____
Tyrone Garner, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2022 by Tyrone Garner 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 parties hereto have executed these presents as of the day and year first above written.

MANAGER:

THE COMMUNITY MERCANTILE, INC., a Kansas corporation

By: _____
General Manager

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by _____, as General Manager of The Community Mercantile, Inc., a Kansas corporation.

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

My commission expires

_____

Staff Request for Commission Action

Tracking No. 212081

Full Commission Meeting Date:

Committee: Economic Development & Finance

Date of Standing Committee Action: 11/7/22
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/14/2022	Patrick Waters	x5079	patrickwaters@wycokck.org	Economic Development

Item Description:

A 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 $51,803,111 to finance the costs of acquiring, constructing, improving and equipping a commercial project for the benefit of KC THE YARDS 2, LLC, and its successors and assigns (sales exemption only), submitted by Patrick Waters, Deputy Chief Counsel, and Stephanie Bell, Economic Development Management Analyst.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Action Requested:

To adopt the resolution

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution of Intent - Yards II (UG)

RESOLUTION NO. R __-22

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 $51,803,111 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF KC THE YARDS 2, LLC, AND ITS SUCCESSORS AND ASSIGNS (SALES EXEMPTION ONLY)

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, KC The Yards 2, LLC, an Indiana limited liability company (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 project primarily consisting of an approximately 224-unit multifamily facility and parking facilities located at 200 S. James Street, Kansas City, Kansas 66118, 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 $51,803,111 (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 $51,803,111, 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.

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 200 S. James Street, Kansas City, Kansas 66118, 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 $51,803,111, to be issued pursuant to the Act.

Section 3. 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 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the 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; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

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

Section 6. 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 7. 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 8. 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 9. Termination of Resolution. This Resolution shall terminate three (3) years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Unified Government for the Project. The Unified Government, upon the written request of the Company, may extend this time period.

Section 10. 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 11. 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 12. 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 NOVEMBER __, 2022.

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

[SEAL]

ATTEST:

By: _____
Unified Government Clerk

Approved as to Form:

By: _____
Chief Counsel

Staff Request for Commission Action

Tracking No. 212086

Full Commission Meeting Date: November 17, 2022
Committee: Economic Development & Finance

Date of Standing Committee Action: August 8, 2022
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/14/2022	Debbie Jonscher, Rebecca Sandow	x5847, x5855	djonscher@wycokck.org, rsandow@wycokck.org	Finance

Item Description:
Resolution to approve the Unified Government Grants Management Manual submitted by Debbie Jonscher, Acting Chief Financial Officer, and Rebecca Sandow, Grants Manager.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Action Requested:
Approve resolution

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

Attachments List:
Resolution - Grants Management Manual, Grants Management Manual-Final

RESOLUTION NO. R-_____

WHEREAS, budgetary and financial policies are to contain high-level principles and requirements that an organization must follow, as formally agreed upon by management and its governing body, in order to direct the strategic vision of an organization;

WHEREAS, budgetary and financial policies inform organizational processes by providing insight into the standard functions and key risk and control points that need monitoring and those policies take into consideration risk assessments, mitigations, and audit efforts to achieve operational efficiencies;

WHEREAS, those policies help to shape strategic direction, so an organization can move to a mindset that recognizes cost/risk avoidance as a critical public policy discipline; and

WHEREAS, formal adoption of budgetary and financial policies by a governmental organization is a recommended practice of the International City Management Association (ICMA) and the Government Finance Officers Association (GFOA).

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

Section 1. That the Unified Government Board of Commissioners hereby adopts the Grants Management Manual included in Exhibit A.

Section 2. That the County Administrator is hereby authorized to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, any and all documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and that all other Unified Government staff is further authorized to take such actions as are necessary and proper to effectuate the purposes and intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2022.

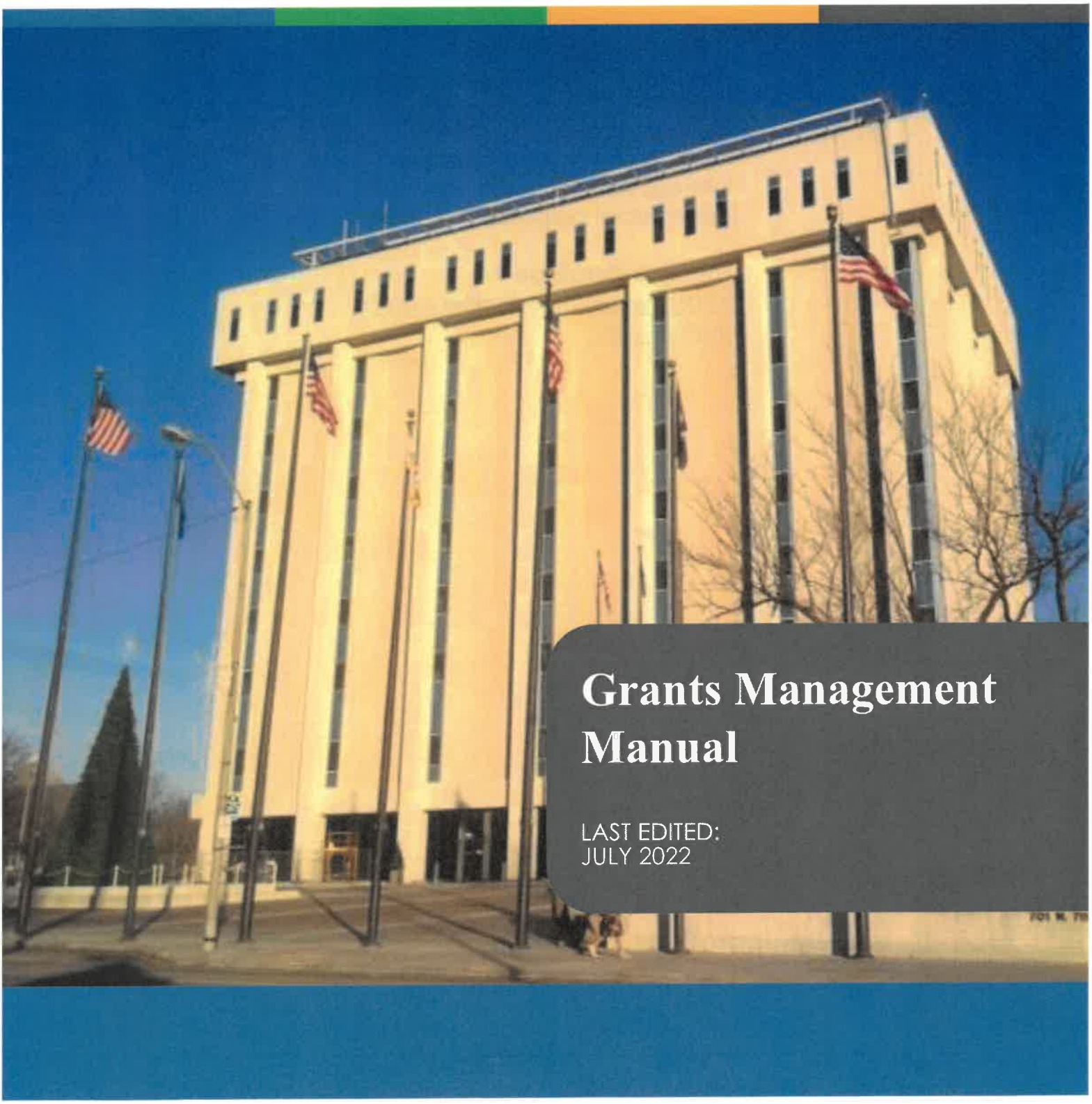
_____
Tyrone A. Garner, Mayor/CEO

Attest:

_____
Unified Government Clerk

Approved as to Form:

_____
Unified Government Assistant Counsel



Grants Management Manual

LAST EDITED:
JULY 2022

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I. INTRODUCTION

The purpose of this Manual is to provide Grants Specialists with basic resources and knowledge of Grants Management to assist them in applying for and managing Unified Government (UG) grants. This Grants Manual establishes policies and procedures for the entire grants lifecycle and is designed to provide grants compliance guidance for Grants Specialist. The Unified Government designates this grants manual as the prime resource for Grants Specialists in the administration and management of their respective grant programs. This Grants Manual provides relevant federal laws and policies regarding grant administration and contains sample forms most commonly used throughout the grant life cycle. While this Grants Manual is intended as a primary resource for Grant Specialists, it is not intended to replace or supersede any federal guidance on grant administration.

This Grants Manual organizes pertinent information in the following manner:

- Information about the UG Grants Management Office
- A glossary of terms related to federal grants
- Federal Compliance rules regarding Federal Grant Administration
- The Grant life cycle and the components of each phase

Additionally, the Appendices include examples of a number of relevant forms, other documents commonly used for managing federal and other grants and links to outside sources.

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II. ABOUT THE OFFICE

A. GRANTS MANAGEMENT DIVISION

DESCRIPTION OF GRANTS MANAGEMENT OFFICE

The Unified Government's (UG) Grants Management office is housed within the Finance Department and is tasked with centralizing the UG's grant-seeking efforts as well as providing guidance and assistance to all departments in managing their grant pursuits, administration, and reporting processes.

OUR MISSION, VALUES, AND GOALS

Grant funding received by the Unified Government (UG) support important programs and services in our community. These funds allow the UG to extend pre-existing services, introduce new initiatives, gain technological advances, and subsidize programmatic staffing and equipment. Grant funds are dispersed throughout our area and impact a variety of efforts, including public safety, economic development, social services, recreation, and infrastructure improvement and maintenance, among many others. Because grant funding allows the Unified Government to leverage local public funds to extend and enhance the services it offers to the community, the impact of grant funding is significant.

The mission of the Grants Management office is to increase the Unified Government's capacity to compete for federal, state, and private grants and to effectively assist in the full life cycle of grant management from award through closeout. Our aim is to increase grant-related revenue, limit the Unified Government's exposure to any grant-related findings, and improve the efficiency and impact of programs and services funded through grant dollars.

The purpose of this Grants Manual is to develop, implement, and maintain meaningful grant pursuit coordination and post-award oversight across all departments, allowing us to achieve our mission more fully. The policies and procedures contained herein are intended to foster exceptional stewardship of the public trust through a rigorous adherence to ethical standards associated with grant-related activity.

The policies and procedures laid out in this Grants Manual aim to achieve the following:

- Ensure that all grant-related activity is consistent with the strategic priorities of the Board of Commissioners and administration.
- Ensure the integrity of the Unified Government's reputation amongst grantmaking entities, which includes federal funders, state funders, and private funders.
- Ensure accountability for financial and programmatic elements of grant management, as well as the detection and mitigation of potential grant-related problems.
- Serve as a resource for all stages of the grant's lifecycle including grant pursuits, post-award management, and closeout for all departments; and
- Centralize grant pursuits and management to promote collaboration and coordination of the grants process between all departments.

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B. Responsibilities

Our Responsibilities

To achieve our goals, the Grants Management Office must have knowledge of all departmental needs and priorities that can potentially be met through grant funding. Understanding a department's needs and priorities will allow the grants management staff to conduct research to find possible grant opportunities that meet the stated needs of the departments.

The following methods will be used to match departmental needs with grant opportunities:

1. Annual meetings with department heads:
   - As part of the yearly formation of the UG's Operating and Capital budgets, the Grants Manager will meet with Department heads and the Budget Department to identify the current needs and priorities of each department. These identified priorities will inform regular funding searches of our grants database. Department heads and the designated grant specialists for each department will be notified throughout the year as promising new grant opportunities are identified.

2. Ad-hoc grant seeking:
   - At any time during the year, all departments are encouraged to bring new priorities or initiatives to the Grants Management Office. In these cases, our staff will work to match your priority to existing grant opportunities and add the information to our internal department priority lists.

C. Key Leadership

Key Leadership

A Grants Management Advisory Committee has been established and consists of the Chief Financial Officer, Assistant County Administrators and Grants Manager. The purpose of this committee is to: 1) create a platform for effective dialogue and collaboration among departments and with external partners to coordinate programs and maximize available funding; 2) evaluate and make suggestions regarding performance indicators, accountability measures and program policies; and 3) submit recommendations to the County Administrator concerning legislative recommendations and regulatory policy.

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III. FEDERAL GRANT ADMINISTRATION RULES

The federal government provides guidance for how all grant recipients must receive, spend, track, and report on federal funds. These rules are detailed in 2 CFR Chapter I, Part 200 titled the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. This set of rules is also sometimes referred to as the "Uniform Guidance". The reforms that comprise the Uniform Guidance **aim to reduce the administrative burden on award recipients and, at the same time, guard against the risk of waste and misuse of Federal funds**. In this Grants Manual, the set of federal grant administration rules is divided into four major categories: federal administrative requirements, federal cost principles, audits, and other rules.

A. CONTROL SYSTEMS: FEDERAL ADMINISTRATIVE REQUIREMENTS

Overall federal administrative requirements for grant management can be found in 2 CFR Part 200, can be accessed online at the following link:

eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This guidance applies to all non-federal entities receiving federal grant awards and is applicable to all entity types. The federal government groups the administrative requirements into subparts that address the pre-award and post-award administration phases.

Pre-award Requirements: Discusses grant eligibility, applying for federal assistance, and debarment/suspension. Can be accessed online at the following link:

eCFR :: 2 CFR Part 200 Subpart C -- Pre-Federal Award Requirements and Contents of Federal Awards

Post-award Requirements: Discusses program management, payments, program income, budgeting, costs, cost sharing, and non-federal audits. Also discusses property and procurement guidelines, reporting and records retention, termination and enforcement, and closeout. Can be accessed online at the following link:

eCFR :: 2 CFR Part 200 Subpart D -- Post Federal Award Requirements

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B. Expenditure Controls: Federal Cost Principles

Federal cost principles are regulations that help recipients and subrecipients determine eligible costs for specific activities identified in grant agreements and contracts and outlines financial management requirements including audits. Federal cost principles can be found in 2 CFR Part 200 Subpart E, can be accessed online at the following link:

eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

These laws discuss allowable costs, direct and indirect costs, determining reasonable costs, and unallowable costs associated with grant administration. The Cost Principles reference specific items, such as compensation, equipment, or advertising, in the Selected Items of Cost sections. Additional guidance related to timekeeping can be found in the Standards for Documentation of Personnel Expenses in section §200.430 (i) of the Uniform Guidance.

C. Audits

2 CFR Part 200 Subpart F sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These articulated audit rules govern the audit of all federal grantees expending $750,000 or more of federal awards during their own fiscal year. This subpart does not apply to for-profit subrecipients.

2 CFR Part 200 Subpart F can be accessed online at the following link:

eCFR :: 2 CFR Part 200 Subpart F -- Audit Requirements

D. Other Rules

Other applicable rules governing grants administration can be found in various sections throughout the federal code. Some of the sections that may apply to UG grants include:

Lobbying Restrictions

Lobbying restrictions can be found in section § 200.450 of the federal administrative requirements. This section also identifies other agency regulations that discuss lobbying restrictions. Generally, federal grantees and subrecipients are prohibited from using federal funds to influence federal employees or members of Congress and their staff. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a federal award or a regulatory matter are unallowable. If a federal grantee or subrecipient engages in lobbying activities, they must submit a form SF-LLL, Disclosure of Lobbying Activities, with their grant application. This form can be found located in the Appendix.

Debarment and Suspension

In order to ensure federal funds do not flow to excluded parties, non-Federal entities and other parties are responsible for determining whether any of the principals of covered transactions are excluded or disqualified from participating in the transaction. Names of debarred or suspended

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parties can be found by searching the System for Award Management (SAM) for exclusion records, active or excluded at https://sam.gov/content/exclusions.

2 CFR 180, *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement)* governs debarment and suspension of non-Federal entities and other parties from receiving federal awards. Debarment and suspension can occur if covered parties use federal funds irresponsibly, wastefully, or fraudulently.

DRUG-FREE WORKPLACE

2 CFR 182, *Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)* requires federal grantees to agree to a maintain a drug-free workplace.

The Unified Government continues to support its staff in this effort offering regular and required training courses through the HR Department.

OTHER RULES

Other Agency-specific rules for grant administration can be found under the agency's CFR title. For example, administration of Head Start grants under the Department of Health and Human Services can be found under 45 CFR Part 1301. To find CFR titles for agency-specific grant administration rules, look in the grant administration manual accompanying the grant award or search the CFR online at the U.S. Government Printing Office (GPO) website at

http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR.

For Codification of Governmentwide Grants Requirements by Department and Federal agency the archived chart can be accessed online at the following link:

https://obamawhitehouse.archives.gov/omb/grants_chart.

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IV. KANSAS STATE GRANT ADMINISTRATION RULES

The State of Kansas also provides guidance for how all grant recipients must receive, spend, track, and report on state grant funds. These rules are detailed on the state's website, and additional forms and guidance are provided for recipients of State grant funding.

A. STATE GRANTS MANAGEMENT REQUIREMENTS

On the States website it provides detailed administrative requirements for grant management, which include the following topics:

- Award Notification
- Award Documents
- Creating a grant file
- Reporting requirements
- Budget & Budget Revisions
- Programmatic Revisions
- Extension Requests
- Payment Processes
- Grant Compliance
- Grant Closeout

Detailed administrative requirements for State grant management can be found on the State of Kansas website, can be accessed online at the following link:

Grant Management (ks.gov)

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V. GRANT LIFECYCLE

Stages of the Grant Lifecycle Include:

- Identify Opportunities
- Analyze Capacity
- Prepare & Submit Application
- Negotiate Grant Award
- Implement program according to grant requirements and objectives.
- Drawdown and spend money in timely manner.
- Report program milestones
- Evaluate success and Closeout

A. IDENTIFY GRANT FUNDING OPPORTUNITIES

GRANTS.GOV

The federal government requires federal agencies to post discretionary grant opportunities on the federal grants clearinghouse located at www.grants.gov. This website offers a comprehensive search feature to locate federal grant opportunities for most federal government office. The Unified Government (UG) can conduct searches by many different criteria including funding opportunity number, the category of funding, listing agency, and other unique search criteria. Grants.gov also has an email alert service that will send notification of new grant opportunities as they are posted. The email alert service can be accessed at:

https://www.grants.gov/web/grants/manage-subscriptions.html

KANSAS STATE GRANT OPPORTUNITIES

The Kansas Governor's Grants Program (KGGP) administers state and federal grant programs to units of state and local government, Native American Tribes, nonprofit, community, and faith-based organizations throughout the state. Grants administrated by the KGGP enhance the criminal justice system, improve public safety, support crime victim services, and support drug and violence prevention programs in Kansas. The state provides information regarding the grant and specifications on how to apply on its dedicated website. The states grant opportunities can be accessed online at the following link:

Grant Opportunities (ks.gov)

PRIVATE GRANT OPPORTUNITIES

In addition to Federal and State grant opportunities, there are also private funding opportunities that maybe utilized to assist the departments in meeting their identified priorities. Unlike public funding, private funding does not entail public funds and may include both grants and gifts,

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depending upon the organization's mission. These opportunities include grants from corporations, foundations, or private sources. It is important to pay close attention to the funding criteria and funding mission so that you can align the projects' goal with those stated missions.

B. Analyze the Grant

Analyze Capacity for Benefit

Make Certain you understand the grant requirements

Federal grants can be a solution to fill gaps left by budget shortfalls, but they are meant to supplement, not replace, local efforts that provide services and resources. While grants provide important opportunities, many agree that the process of securing grants is long and difficult. Furthermore, management of these funds is not an easy task with competing demands and regulations issued by Congress, the Office of Management and Budget, and various federal departments supplying grant funding. Thus, many municipalities miss out on grant opportunities due to lack of staffing or expertise, or unintentionally mismanage grants, which results in having to return funding. It is important that you understand all the aspects of the grants, and what requirements are expected as it relates to outcomes, spending, and reporting.

C. Apply for a Grant (Prepare & Submit)

Plan the Grant Application (Prepare & Submit)

Note the Deadline

Preparing a grant proposal can be extremely labor-intensive regardless of the funding source. Establishing a plan to complete the individual parts of the grant application package will keep the effort organized and ensure completion by the grant deadline date. Federal & State grant deadlines tend to be hard deadlines. In most cases, even an application submitted one minute after the deadline will not be considered. So please take great notice of any submission deadlines.

Download the Grant Application Packet

The Unified Government will apply for grants using Federal Standard Form 424, Application for Federal Assistance. This form has approximately 21 sections. Generally, federal agencies expect online submission of federal grant applications either through Grants.gov or through a separate application system accessible from the agency's website. Be sure to review all the guidelines in the grant funding opportunity to confirm how to submit the application, and that all steps have been taken. Federal Standard Form 424 can be found in the appendix.

Identify the Grant Project Administrator and Team

The individual department's Grant Specialist will serve as the lead for completing and submitting the grant application packet. The Grant Specialist will locate the key people providing information required for writing parts of the grant application packet. Establishing an initial team meeting to discuss roles and responsibilities will ensure organized and timely preparation of the grant application, while ensuring every requirement is met.

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Prepare Grant Documents

Each document in a federal grant application packet must be completed prior to submission. If you are applying for a grant in Grants.gov, please complete and submit your application using Grants.gov Workspace.

Most federal grant application packets contain some variation of the family of SF-424 forms listed on Grants.gov, as well as additional forms required by various federal agencies. These forms can be accessed online at the following link:

https://www.grants.gov/forms/sf-424-family.html

Here are details on the commonly used forms:

SF-424: Application for Federal Assistance

SF-424A: Budget Information for Non-construction Programs or SF424-C Budget Information for Construction Programs

SF-424B: Assurances for Non-construction Programs or SF-424D Assurances for Construction Programs

The SF-424, Application for Federal Assistance contains 21 sections requesting contact information, organization background, demographical project information, total project funding, authorized representative information, and an explanation of any federal debt delinquencies.

The SF-424A/C, Budget information for Non-construction/Construction programs, contains two parts requesting detailed budget information divided by these class categories: personnel, fringe benefits, travel, equipment, supplies, contractual, construction, other costs, and indirect charges. A discussion of budget categories and costs follows in [cross reference].

The SF-424B/D, Assurances for Non-construction/Construction programs requires the authorized representative to certify compliance with a variety of federal laws, such as Title VI of the Civil Rights Act, the Davis-Bacon Act, and the Clean Air Act.

The individual parts of the grant application packet should be accurate, well-written and informative. Federal compliance enforcers, such as auditors and grant monitors, will refer to the documents in the application packet during site visits to evaluate project performance and grant compliance.

Grants.gov includes many form instructions along with other guidance on planning/writing federal grants as well at https://www.grants.gov/forms.html.

Finalize Grant Application Packet

Internal Approval Process

Applications will be reviewed based on information provided in the grant packet and the Risk Assessment form found in the appendices of this document. The grant packet will proceed to the appropriate next step based on the Unified Government's *Grant Application and Acceptance*

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Policy dated December 10, 2015 ***(Resolution R-103-15)***. A copy of this policy can be found on Grants – Unified Government of Wyandotte County and Kansas City (wycokck.org).

Authorized Signature Authority

The documents in the federal grant application packet will require the signature of an Authorized Organization Representative (AOR) who has the power to bind the organization to the terms and conditions of the federal award. This individual is typically a senior leader, such as an executive director, president, or senior government official.

Primary and secondary signatures are as outlined in the Unified Government's *Grant Application and Acceptance Policy*

KEY GRANT SIGNATORY AUTHORITY FOR GRANT APPLICATION

Approval to submit a grant application is granted after obtaining signatures from:

1. Department Head
2. County Administrator
3. County Commission

SUBMIT AND TRACK

Once the grant application has been completed and authorized offline, the Grant Specialist will then submit it online. If applying online at an agency website or through Grants.gov, the sections of the completed grant application packet can be cut and pasted into an online submission program.

Grants.gov features a tracking mechanism that will give status reports on the processing of the grant application packet. The Grants.gov tracking feature can be accessed online at the following link:

https://www.grants.gov/applicants/track-my-application.html.

D. NEGOTIATE & RECEIVE THE GRANT

SIGN THE AGREEMENT

Upon an award of grant funds, an authorized key official in the Unified Government will need to sign the award document and return it to the federal awarding agency in order to receive the grant funds. The Federal awarding agency will not release any grant funds without receiving the grant award document back with an authorized signature in the format (electronic vs. physical signature) required by the awarding agency.

The authorized signer for the Unified Government is the Mayor or County Administrator.

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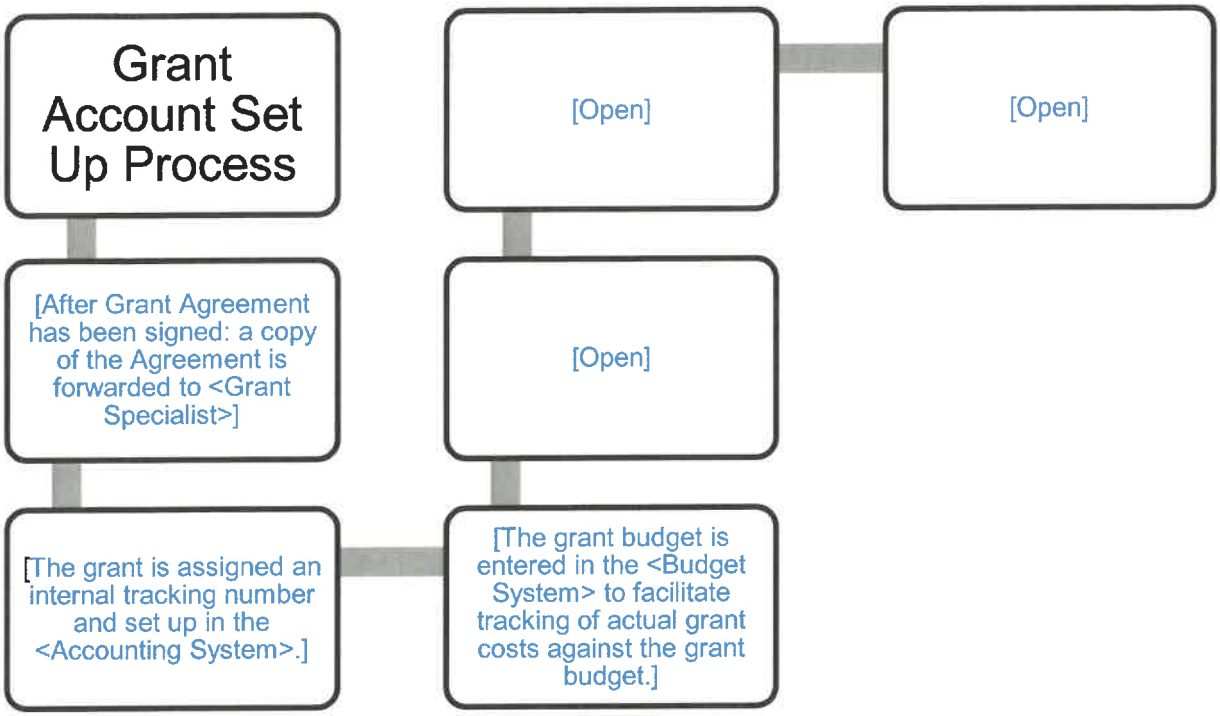
GRANT ACCOUNT SET-UP

The Unified Government uses Cayenta to manage federal grant funding. Upon receipt of an award of federal grant funds, follow these instructions to set up a new account in the Cayenta system:



RECEIVE GRANT FUNDS

Grant recipients typically receive grant funds electronically or via check to an account from which they can draw down funds obligated under the grant.

Electronic Receipt: For funds received electronically, the Grant Specialist will forward notification to Treasury Department personnel via email indicating the expected amount and grant accounting for deposit processing. Documentation of the draw down transaction is added to the grant file.

Check Receipt: For funds received as a check, the Grant Specialist will document receipt and personally deliver directly to the Treasury Department for deposit processing. In either case, the Grant Specialist will verify completed deposits in the accounting system.

Federal Funds Draw Down Account

Many federal agencies deposit grant awards in an identified account and allow the grantee to withdraw the funds as costs become obligated. If the grant award distributes grant funds in this manner, be sure to take note of any procedures listed in the grant terms and conditions for activating the drawdown account and drawing down funds.

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GRANT COSTS

The Unified Government must spend federal grant funds in accordance with the terms and conditions of the grant award. Therefore, prior to making an expenditure, program personnel must be aware of what costs and activities are allowable and unallowable under the grant, as well as what costs are considered direct and indirect costs. This section includes a brief description of characteristics of allowable and unallowable costs.

Allowable and Unallowable Costs

Allowable costs are those costs that fit the definition for authorized expenditures as stated in the applicable cost principles. Authorized expenditures comprise those expenditures that are:

- ✓ Allocable
- ✓ Reasonable and necessary
- ✓ Treated consistently as a direct or indirect cost
- ✓ Determined in accordance with Generally Accepted Accounting Principles (GAAP)
- ✓ Net of all applicable credits
- ✓ Not included as a cost or used to meet the matching requirement for another federal grant
- ✓ Incurred during the approved budget period
- ✓ Adequately-documented
- ✓ Conforms to limits or exclusions on types or amounts of costs as stated in cost principles, federal laws, and terms and conditions of the award
- ✓ Consistent with grantee policies, regulations, and procedures regarding federal awards
- ✓ Authorized or not prohibited by local laws

The Cost Principles governing the Unified Government explain these criteria in detail. A few key explanations, however, will be helpful here. The following are definitions to the most common terms associated with Grant cost determination and allocation.

Allocable

A cost is allocable to a particular federal award or another cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received.

Reasonable and Necessary

The cost must be incurred specifically for the ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the federal award.

Consistent Cost Treatment

Costs incurred for the same purpose and in like circumstances must all be treated the same. For example, an equipment cost cannot be treated as a direct cost in one instance and an indirect

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cost in another instance if it was incurred for the same reason and circumstances in both instances.

Net of Applicable Credits

A cost is "net of all applicable credits" if it takes into account any credits received toward the cost. For example, if program income was used toward a cost, that cost must be reduced by the amount of the program income in order to be allowable.

Selected Items of Cost

To view an itemized list of allowable costs, reference *Appendix Q: Selected Areas of Cost*.

Any cost that is not allowable is unallowable. If a federal award recipient uses federal grant funding for unallowable costs, the federal award recipient will need to repay those funds to the federal government from a non-federal source.

Direct and Indirect Costs

A direct cost is one that is specifically identified to the grant award. For example, the purchase of police equipment for a federal grant used to benefit local law enforcement is an example of a direct cost. Direct costs can be paid by the grant so long as they are allowable consistent with award terms and conditions and federal regulations, including §200.403 Factors affecting allowability of costs.

An indirect cost is one that is shared with another objective and that cannot be readily identified to the grant award. For example, the salary of accounting or procurement staff who support multiple programs would be considered an indirect cost. Likewise, electric service for the building housing administrative support departments would also be an indirect cost.

Indirect costs are paid by the grant based on the ratio of indirect costs to direct costs. This ratio is either the de minimis indirect cost rate or a rate negotiated by the cognizant federal agency.

The de minimis indirect cost rate is a standard 10% of modified total direct costs (MTDC). This rate requires no indirect cost proposal and is available to certain federal award recipients who do not have a current negotiated indirect cost rate in effect and elect to use the de minimis rate. The de minimis indirect cost rate can be used indefinitely or until such time as the federal award recipient decides to apply for a negotiated indirect cost rate.

The Unified Government's indirect cost rate is .10 or 10%.

BUDGETS

Unified Government uses Cayenta to track and reconcile grant budgets. For example, the SF-424A, Budget Information for Non-construction Programs, categorizes costs into eight categories:

- personnel
- fringe benefits
- travel
- equipment
- supplies
- contractual
- construction

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- other

Cayenta should align with these categories for ease in tracking and reconciliation. Even though the federal government has noted these categories as comprising a grant award budget, the UG must still ensure that costs falling under these categories are allowable expenses per the applicable cost principles. For example, travel costs are an allowable expense and appear on the SF-424A Budget forms. However, costs for a first-class ticket when coach tickets were available may be disallowed as unreasonable. For construction programs, the form SF-424-C is Budget Information - Construction Programs is used with eleven categories related to the construction activities.

COST TRANSFERS

Proposed Cost Transfer Policy

Appropriate transfers include those that:

- ✓ Record a change in the use of goods or services under the grant award
- ✓ Correct an error
- ✓ Re-allocate bulk charges billed to a central department for individual projects.

To initiate a cost transfer, the Grant Specialist must prepare a transfer request for submission to appropriate accountin personnel. All cost transfers must be in the same amount as the original charge unless the transfer is being divided among different departments. If divided, an explanation of the division must accompany the transfer request. The department requesting the cost transfer must have incurred the item of cost and must identify the goods and services and their quantities in the transfer request. All cost transfers must be for allowable costs and must be made within 90 days of the end of the month in which the original charge posted to the ledger.

PROGRAM INCOME

In some instances, the UG must account for program income generated by grant activities according to the terms and conditions of the grant. Program income is gross income earned from grant activities that generates direct costs allocable to the grant award. For example, any fees earned from the sale of products or services under the grant would be considered program income since the creation of those products or services generate direct costs allocable to the grant. Any drawdowns of federal grant funds must take into account program income.

The SF-270 requires entry of any program income generated in the period of the request for advance or reimbursement. Not all program income requires reporting. Check the award terms and conditions as well as § 200.307 (program income) to determine the types of program income that must be reported against drawdowns of grant funds and the property treatment of that income as an addition, deduction, or match.

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PROPERTY

The Property Standards section of 2 CFR Part 200 Subpart D governs the treatment of property acquired with federal grant funding. These rules govern treatment of all property purchased with grant funds.

The property standards can be accessed online at the following link:

eCFR :: 2 CFR Part 200 Subpart D - Property Standards

The types of property discussed in the administrative requirements include real property, personal property, which includes both equipment and supplies, and intellectual property. Detailed instructions regarding the acquisition, titling, and disposition of property appear in the applicable administrative requirements. General guidelines governing the treatment of federally funded property appear below.

Real Property

The Unified Government will receive title to property purchased with federal grant funding subject to the condition that the real property is used in accordance with the purpose of the grant and not encumbered without prior approval from the federal awarding agency.

When real property is no longer needed for its original purpose, the Unified Government must request disposition instructions from the federal awarding agency. The Unified Government may retain title to real property purchased with federal funds after compensating the federal awarding agency that percentage of the fair market value of the property attributable to federal participation in the project funded by the grant award. If directed to sell real property acquired with federal grant funds, the federal awarding agency will give instructions for the sale.

Equipment and Supplies

Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. Supplies mean all tangible personal property other than those that meet the definition of equipment.

As with real property, the Unified Government may receive title to equipment or supplies purchased with federal grant funding so long as the property is used in accordance with the purpose of the grant and not encumbered without prior approval from the federal awarding agency. Individual awards and agency guidance may have further restrictions on the acquisition and use of equipment and supplies.

"Special Purpose" equipment is generally allowable as a direct cost to the federal award. Normally, the Unified Government must have the prior approval of the awarding agency to purchase equipment costing over $5,000. "General Purpose" equipment should not be charged as a direct cost to the federal award without prior approval of the awarding agency.

If the Unified Government needs to replace equipment, it may trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment with prior approval from the federal awarding agency. For equipment valued at less than $5,000, the Unified Government may keep the equipment when it is no longer needed for its original purpose. For equipment

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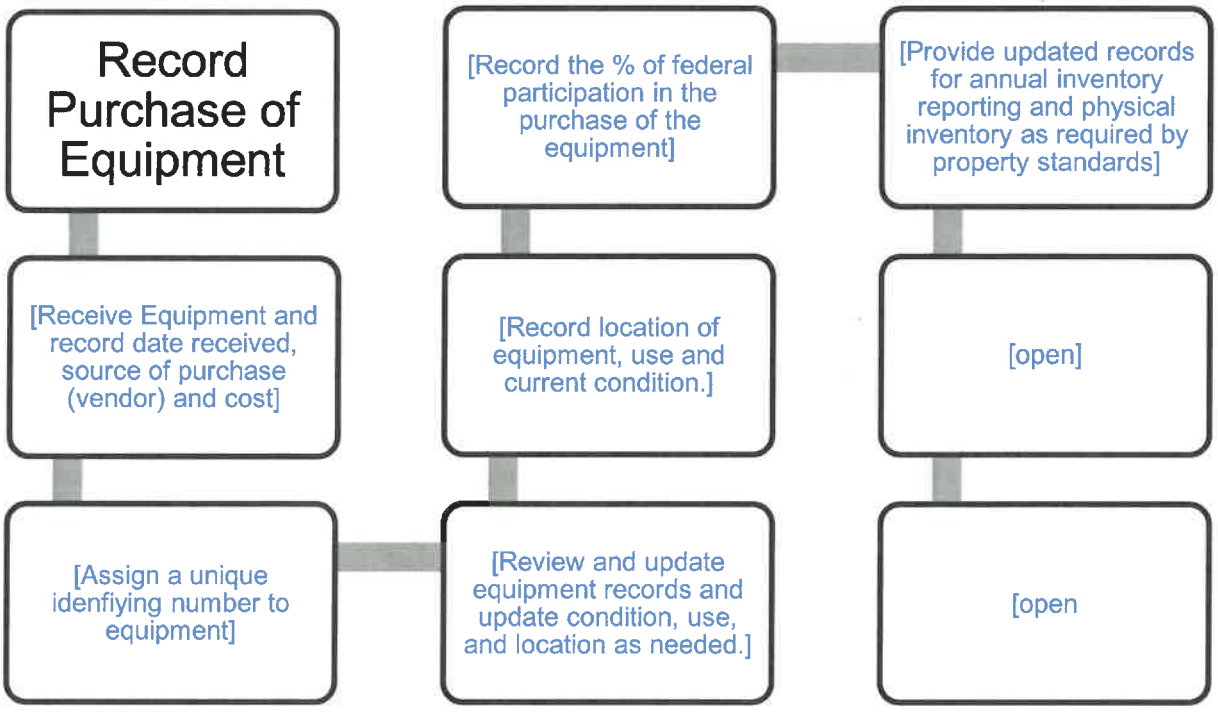
valued at more than $5,000, the Unified Government must pay the federal awarding agency a portion of the market value or sale proceeds based on the percentage of the equipment funded by the federal awarding agency.

Equipment Records

The Unified Government must maintain equipment records for all grant-funded equipment.

Equipment records must indicate:

- A description of the equipment
- Manufacturer's serial number, model number, or other identification number.
- Source of the equipment, including the federal grant award number
- Owner of the property (federal government or grant recipient)
- Acquisition date or date received
- Cost of equipment
- Details indicating the percentage of federal participation in the cost of the equipment
- Location of equipment and date reported
- Condition of equipment and date reported
- Unit acquisition cost
- Date of disposal (if applicable)
- Disposal price (if applicable)
- Method used to determine fair market value for disposal price (if applicable)



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Equipment Maintenance

The Unified Government must have procedures in place to ensure that equipment purchased with Federal funds is maintained to keep the equipment in good condition.

Property Controls

Property purchased with Federal funds must be held in trust for the beneficiaries of the Federal program or project. The Unified Government must implement effective control measures to ensure the protection of grant-funded equipment from loss, damage, and theft. Any loss, damage, or theft discovered during a site visit will be investigated and documented.

If equipment titled to the federal government suffers loss, damage, or theft, the Unified Government must notify the federal awarding agency immediately.

Inventory Reporting

The Unified Government must inventory equipment (including replacement equipment) and reconcile the results with the property records at least once every two years, whether the equipment acquired in whole or in part under a federal award, until disposition takes place. A control system must be developed and maintained to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

Intellectual Property

The Unified Government may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The Federal awarding agency, however, retains a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

Cost sharing

Generally, any contributions received under a grant-funded project, including cash and in-kind contributions, will be accepted as part of the Unified Government cost sharing or matching requirement so long as they:

- ✓ are verifiable from the federal award recipient's records
- ✓ do not count as contributions for other federally assisted projects
- ✓ are necessary and reasonable for the accomplishment of project or program objectives
- ✓ are allowable
- ✓ are not paid by the federal government under another award except were designated for cost sharing or matching
- ✓ are noted in the approved budget required by the federal awarding agency

Situations Requiring Prior Approval from the Federal Awarding Agency

Understanding those situations requiring prior approval from the federal awarding agency will prevent possible audit findings and questioned costs. Costs incurred that required but did not receive prior approval from the federal awarding agency may not be reimbursed. 2 CFR Part 200 Section §200.407 details prior written approval and contains references to a list of prior approval requirements where the organization may need to seek the prior written approval of the cognizant

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agency for indirect costs or the Federal awarding agency. 2 CFR Part 200 Section §200.308 covers prior approvals in detail for revision of budget and program plans. Generally, prior approval from the federal awarding agency is required in the following situations:

- ✓ Revision of the scope or objective of the project
- ✓ Changes in key personnel
- ✓ Disengagement of the project director or principal investigator from a project for more than three months or a reduction of time devoted to the project by more than 25%
- ✓ To incur certain types of costs
- ✓ Transfers among direct cost categories that exceed 10% of the total approved budget in instances where the agency's share exceeds the Simplified Acquisition Threshold (current set at $250,000 at the time of this writing)
- ✓ Unless described in the application and funded in the approved Federal awards, the sub awarding, transferring, or contracting out of any work under a federal award, including fixed amount subawards. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- ✓ Changes in the amount of approved cost sharing or matching provided by the federal award recipient
- ✓ Budget revisions requiring the need for additional funds needed to complete the project
- ✓ Transfer of participant support costs to other categories of expense

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.407 -- Prior written approval (prior approval).

Reporting

Award of federal grant funds requires a fair amount of reporting. Sections 200.328 and 200.329 under 2 CFR Part 200 give detailed guidance on federal reporting requirements for grant administration. Generally, the federal government requires two types of reports: performance reports and financial reports.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.329 -- Monitoring and reporting program performance.

eCFR :: 2 CFR 200.328 -- Financial reporting.

Performance Reports

Performance reports compare actual achievements with the goals stated for the reporting period, explain the reasons why goals may not have been met, and explain cost overruns or high unit costs, where necessary. Typically, performance reports can be submitted online.

Financial Status Reports

The SF-425 - Federal Financial Report serves as a financial status report. It reflects program spending and program income as well as cash transactions at least annually but no more than quarterly.

Federal Oversight in Grant Administration

Federal awarding agencies use two types of oversight to monitor grant compliance by federal award recipients: monitoring and audits.

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Monitoring

The organization must monitor its activities under Federal grant awards to ensure compliance with applicable Federal requirements. This review also checks that performance expectations are being achieved. Monitoring must cover each program, function, or activity and can include subrecipient monitoring as appropriate.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.329 -- Monitoring and reporting program performance.

Some examples of monitoring include reviewing financial, personnel, procurement, property, and program activities. For instance, a grant monitor typically reviews records, interviews key personnel, views grant-funded purchases, and otherwise investigates how grant funds are managed. At the conclusion of monitoring activities, the grant monitor may prepare an in-depth report documenting the results. If the grant monitor discovers compliance issues, typically, they reach out to the organization to resolve them.

Audits

Audits differ from monitoring visits in that they provide a comprehensive review of financial records. Auditors typically have training in generally accepted accounting principles (GAAP) and other audit practices. Like grant monitors, auditors investigate financial records to ensure compliance with the terms and conditions of the grant award. In the event they discover a compliance issue, they work with the award recipient to resolve the issue.

Audits are governed by 2 CFR Part 200 Subpart F.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR Part 200 Subpart F -- Audit Requirements

F. Drawdown of Grant Funds

Retrieving Grant Funds

Prior to drawing down funds, federal grantees are required to submit Form SF-270 Request for Advance or Reimbursement. This form indicates the amount of the drawdown request and confirms the amount of grant award funds remaining. A copy of SF-270 appears in Appendix G of this manual.

The Unified Government must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity. Generally, you want to only draw down funds in advance of expenditures that will take place within 72 hours.

In the absence of a drawdown policy by the federal awarding agency, the Unified Government draws down federal funds approximately once a month. The Grant Specialist has the authority to draw down funds in the amount they have been obligated under the grant. Prior to any drawdown of federal funding, the Grant Specialist will confirm the cash balance of each federal grant.

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If a drawdown is made in error, the Grant Specialist will follow the policy of the federal awarding agency to correct the error.

PROCUREMENT PROCEDURES

Purchase Requisition Process

The purchase of goods typically starts with the receipt of an approved purchase requisition form.

General Standards

The Unified Government must use documented procurement procedures which conform to applicable State and Federal law. Federal procurement standards are covered in 2 CFR Part 200 Sections 200.317-200.327.

The UG's most current Procurement policy can be found at Purchasing - Policies (wycokck.org)

Unnecessary Purchases Prohibited

The Unified Government shall avoid purchasing unnecessary or duplicative items. Every grant-funded purchase must meet the definition of an "allowable cost" per the federal administrative requirements. For a discussion of allowable costs, reference § 200.403 Factors affecting allowability of costs.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.403 -- Factors affecting allowability of costs.

Non-Competitive Practices (Conflict of Interest)

The Unified Government and their subrecipients shall avoid actual, or the appearance of, conflicts of interest or non-competitive practices which may restrict or eliminate competition or otherwise restrain trade.

To support objective contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bid, and/or Requests for Proposals (RFPs) for a proposed procurement must be excluded from competing for such procurements.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.112 -- Conflict of interest.

CONTRACTOR MANAGEMENT

The Unified Government must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Any contractor responding to bids involving Federal monies are required to be registered in Sam.gov. The Unified Government must also maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

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AFFIRMATIVE STEPS

The Unified Government takes all necessary affirmative steps to ensure that minority businesses, women's business enterprises (WBE), and labor surplus area firms are used when possible. The Unified Government also takes necessary affirmative steps to hire local firms when qualified and meets procurement standards.

FEDERALLY-MANDATED PROCUREMENT CONTRACT PROVISIONS

All contracts awarded by the Unified Government to subcontractors and involving a grant-funded purchase of goods or services, including small purchases, must include certain federally mandated procurement contract provisions, including:

Provision	Citation
Recipient Termination	*41 U.S.C. 1908*
Equal Employment Opportunity	*41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."*
Clean Air Act	*42 U.S.C. 7401-7671q*
Federal Water Pollution Control Act	*33 USC 1251-1387*
Copeland "Anti-Kickback" Act	*40 U.S.C. 3145 and 29 CFR Part 3*
Byrd Anti-Lobbying Amendment	*31 U.S.C. 1352*
Debarment and Suspension	*Executive Orders 12549 and 12689*
Procurement of Recovered Materials	*§ 200.323, Section 6002 of the Solid Waste Disposal Act, 40 CFR part 247*
Davis-Bacon Act	*40 U.S.C. 3141-3148*
Contract Work Hours and Safety Standards Act	*29 CFR Part 5, 40 U.S.C. 3701-3708, 40 U.S.C. 3702 and 3704*
Rights to Inventions Made Under a Contract or Agreement	*37 CFR part 401*
Remedies for Breach	*41 USC 1908*
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	*§ 200.216, Public Law 115-232, section 889*
Domestic Preferences for Procurements	*V-33-34*

In addition to the contract provision listed in 2 CFR Part 200 Appendix II, contracts may also need to address additional contract clauses such as:

- Statutory and national policy requirements

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- Federal agency-specific requirements for contractors
- § 200.215 Never contract with the enemy, as applicable
- Provisions for bid guarantees, performance bonds, and payment bonds
- Provisions allowing access to contractor records Federal awarding agency, Comptroller General of the United States, and any other duly authorized representative

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR Chapter II -- Office of Management and Budget Guidance

LABOR REPORTING

The Unified Government must comply with labor reporting requirements when labor is charged to a federal award for salaries and wages-whether as part of direct costs or as part of an indirect cost pool consistent with §200.430 Compensation—personal services.

For labor costs to be allowable to charge a federal award, they must follow §200.430 (i) Standards for Documentation of Personnel Expenses which includes charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.430 -- Compensation - personal services.

Labor records must be:

- Supported by a system of internal control that provides reasonable assurance that the charges are accurate, allowable, and properly allocated
- Incorporated into the official records of the non-Federal entity
- Reasonably reflect the total activity for which the employee is compensated
- Encompass federally assisted and all other activities compensated by the non-Federal entity on an integrated basis but may include the use of subsidiary records as defined in the non-Federal entity's written policy
- Comply with the established accounting policies and practices of the non-Federal entity
- Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity

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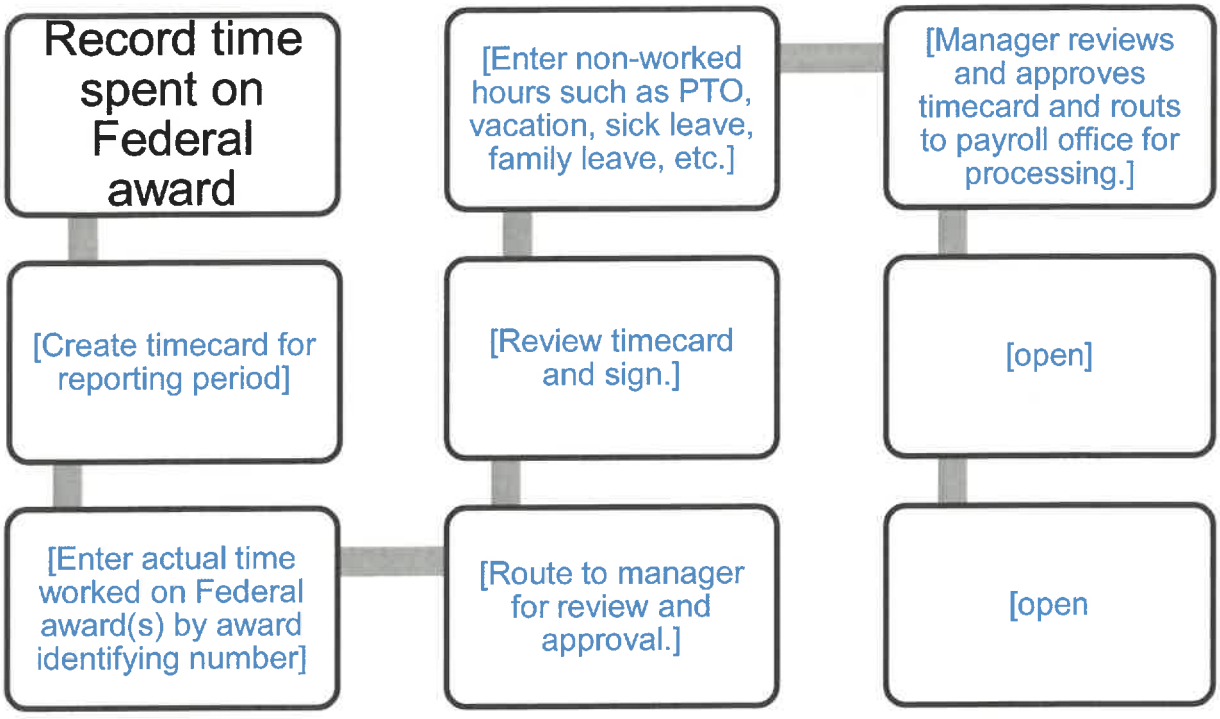

See Appendix Q: Selected Areas of Cost Compensation for §200.430 (i) Standards for Documentation of Personnel Expenses for further information on the labor reporting requirements.

G. Closeout Grant

Final Phase

The final stage in the grant lifecycle is grant closeout. This phase begins when either the grant award period has expired, or the Unified Government draws down its entire grant award. Federal & State awarding agencies will notify the Unified Government as it nears the end of its grant term to request final reports. If the Unified Government is nearing the end of its grant term but has not yet completed the objectives of the award and has not expended the entire award, a one-time extension of the period of performance by up to 12 months may be requested of the federal awarding agency if allowed.

Generally, the final performance report submitted by the non-Federal entity and/or pass-through entity is due no later than 120 calendar days after the period of performance end date, this may change depending on funder. A subrecipient must submit to the pass-through entity no later than 90 calendar days after the period of performance end date or as required by the terms and conditions of the federal award. The federal awarding agency will request and review various items such as:

- ✓ Work plan and progress reports
- ✓ SF-269 Financial Status Reports

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- ✓ Requests for payments
- ✓ Compliance with matching requirements
- ✓ Federally-owned property records

As the federal awarding agency conducts its review, it can still discover and collect payments for disallowed costs and other deficits in the administration of the grant.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.344 -- Closeout.

eCFR :: 2 CFR 200.346 -- Collection of amounts due.

RECORD RETENTION

Record retention requirements for federal award recipients appear in the Record Retention and Access section of 2 CFR Part 200 Sections 200.334 thru 200.338. The general rule for record retention is that the records must be retained for three years from the date of submission of the final expenditure report.

Exceptions:

For records related to litigation, claims or audits started before the three-year period expires; the federal award recipient must retain records until all actions have been resolved and final action related to the litigation, claims, or audits has been taken

- When notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period
- For real property and equipment, records must be retained for three years from the date of final disposition of the property
- When the federal awarding agency maintains the records, the three-year retention requirement does not apply to the federal award recipient
- In some cases, program income must be reported after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

The Federal policies can be accessed online at the following links:

eCFR :: 2 CFR 200.334 -- Retention requirements for records.

eCFR :: 2 CFR 200.335 -- Requests for transfer of records.

eCFR :: 2 CFR 200.336 -- Methods for collection, transmission, and storage of information.

eCFR :: 2 CFR 200.337 -- Access to records.

eCFR :: 2 CFR 200.338 -- Restrictions on public access to records.

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VI. APPENDICES

APPENDIX A: FEDERAL FINANCIAL REPORT (SF-425)

View Burden Statement

Federal Financial Report
(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2022

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)

3. Recipient Organization (Name and complete address including Zip code)

Recipient Organization Name:
Street1:
Street2:
City: County:
State: Province:
Country: USA: UNITED STATES ZIP / Postal Code:

4a. UEI	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)

6. Report Type	7. Basis of Accounting	8. Project/Grant Period	9. Reporting Period End Date
☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final	☐ Cash ☐ Accrual	From: To:	

10. Transactions	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR attachment):	
a. Cash Receipts	0.00
b. Cash Disbursements	0.00
c. Cash on Hand (line a minus b)	0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	0.00
e. Federal share of expenditures	0.00
f. Federal share of unliquidated obligations	0.00
g. Total Federal share (sum of lines e and f)	0.00
h. Unobligated balance of Federal Funds (line d minus g)	0.00
Recipient Share:	
i. Total recipient share required	0.00
j. Recipient share of expenditures	0.00
k. Remaining recipient share to be provided (line i minus j)	0.00
Program Income:	
l. Total Federal program income earned	0.00
m. Program income expended in accordance with the deduction alternative	0.00
n. Program income expended in accordance with the addition alternative	0.00
o. Unexpended program income (line l minus line m and line n)	0.00

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APPENDIX B: REQUEST FOR ADVANCE OR REIMBURSEMENT (SF-270)

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED					
PROGRAMS/FUNCTIONS/ ACTIVITIES		(a)	(b)	(c)	TOTAL
a. Total program outlays to date	(As of date)	$	$	$	$
b. Less: Cumulative program income					
c. Net program outlays (Line a minus line b)					
d. Estimated net cash outlays for advance period					
e. Total (Sum of lines c & d)					
f. Non-Federal share of amount on line e					
g. Federal share of amount on line e					
h. Federal payments previously requested					
i. Federal share now requested (Line g minus line h)					
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				
	2nd month				
	3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY	
a. Estimated Federal cash outlays that will be made during period covered by the advance	$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	$

13. CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0012), Washington, DC 20503.

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STANDARD FORM 270 (REV. 1/2016)

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APPENDIX C: OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS (SF-271)

11.	STATUS OF FUNDS			
	PROGRAMS	FUNCTIONS	ACTIVITIES	
CLASSIFICATION	(a)	(b)	(c)	TOTAL
a. Administrative expense	$	$	$	$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date *(sum of lines a thru m)*				
o. Deductions for program income				
p. Net cumulative to date *(line n minus line o)*				
q. Federal share to date				
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share *(sum of lines q and r)*				
t. Federal payments previously requested				
u. Amount requested for reimbursement	$	$	$	$
v. Percentage of physical completion of project	%	%	%	%

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APPENDIX D: SF-PPR PERFORMANCE PROGRESS REPORT

PERFORMANCE PROGRESS REPORT
SF-PPR

	Page ____ of Pages ____
1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency
	3a. DUNS
	3b. EIN
4. Recipient Organization (Name and complete address including zip code)	5. Recipient Identifying Number or Account Number
	8. Final Report? ☐ Yes ☐ No
6. Project/Grant Period Start Date: End Date:	7. Reporting Period End Date
	9. Report Frequency ☐ annual ☐ semi-annual ☐ quarterly ☐ other If other, describe:
10. Performance Narrative (Attach performance narrative as instructed by the awarding Federal Agency)	
11. Other Attachments (Attach other documents as needed or as instructed by the awarding Federal Agency)	
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.	
12a. Typed or Printed Name and Title of Authorized Certifying Official 12b. Signature of Authorized Certifying Official	12c. Telephone (area code-number-extension) 12d. Email Address 12e. Date Report Submitted
	13. Agency use only

OMB Approval Number: 0970-0334
Expiration Date: 10/31/2012

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APPENDIX E: TANGIBLE PERSONAL PROPERTY REPORT (SF-428)

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

OMB Number: 4040-0018
Expiration Date: 6/30/2020

1. Federal Agency and Organizational Element to Which Report is Submitted

2. Federal Grant or Other Identifying Number Assigned by Federal Agency

3a. UEI

3b. EIN

4. Recipient Organization *(Name and complete address including zip code)*

Recipient Organization Name:

Street1:

Street2:

City:

County:

State:

Province:

Country: USA: UNITED STATES

ZIP / Postal Code:

5. Recipient Account or Identifying Number

6. Attachment *(Check applicable)*

- Annual Report (SF-428-A)
- Final (Award Closeout) Report (SF-428-B)
- Disposition Report/Request (SF-428-C)

7. Supplemental Sheet

- Yes
- No

8. Comments

Add Attachment | Delete Attachment | View Attachment

9a. Typed or Printed Name and Title of Authorized Certifying Official

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

9b. Signature of Authorized Certifying Official

9c. Telephone *(area code, number, extension)*

9d. E-Mail Address

9e. Date report submitted *(MM/DD/YYYY)*

10. Agency use only

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APPENDIX F: PROPOSED REAL PROPERTY STATUS REPORT (SF-429)

REAL PROPERTY STATUS REPORT SF-429
(COVER PAGE)

OMB Number: 4040-0016
Expiration Date: 02/28/2022

1. Federal Agency and Organizational Element to Which Report is Submitted:

2. Federal Grant(s) or Other Identifying Number(s) Assigned by Federal Agency(ies):

3. Recipient Organization (name and complete address including zip code):

Recipient Organization Name:

Street1:

Street2:

City: County:

State: Province:

Country: USA: UNITED STATES ZIP / Postal Code:

4a. UEI: 4b. EIN: 5. Recipient Account or Identifying Number:

6. Contact Person for this Report:

Prefix: First Name: Middle Name:

Last Name: Suffix:

Email:

Phone: Fax:

7. Report End Date: *(MM/DD/YYYY)*

8. Real Property Status Report – Attachments: [*check the applicable block(s)*]:

☐ : Attachment A (General Reporting) *attached*

☐ : Attachment B (Request to Acquire, Improve or Furnish) *attached*

☐ : Attachment C (Disposition Request) *attached*

9. Comments:

Add Attachment | Delete Attachment | View Attachment

10. Certification: I certify to the best of my knowledge and belief that all information presented in this report is true, correct and complete and constitutes a material representation of fact upon which the Federal government may rely.

11a. Typed or Printed Name and Title of Authorized Certifying Official:

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

11b. Signature of Authorized Certifying Official:

11c. Telephone *(area code, number, extension)*:

11d. Email Address:

11e. Date Report Submitted *(MM/DD/YYYY)*:

12. Agency use only

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Procurement Records Checklist

Items to include in the Procurement Records:

- ❑ **Description of Goods and Services**
  - ❑ **A clear, accurate description that includes technical requirements**
  - ❑ **Don't unduly restrict competition**
- ❑ **Requirements**
  - ❑ **Technical requirements in terms of the "functions to be performed"**
  - ❑ **What requirements is the bidder expected to fulfill?**
  - ❑ **What factors will be used to evaluate the bids?**
- ❑ **Selection basis for contractor**
- ❑ **Cost or price basis for goods and services**
- ❑ **Cost or price analysis**
- ❑ **Review for parties listed in exclusions**

If applicable, include:

- ❑ **Lease vs. buy decision**
  - ❑ Which option is the most economical and practical?
- ❑ **Written justification for lack of competition, such as sole source**
- ❑ **Contract provisions**
- ❑ **Other Compliance Documentation**
- ❑ **Other** _____
- ❑ **Other** _____

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APPENDIX H: PROPERTY RECORDS CHECKLIST

Asset Number	
Ownership (Feds or Grantee)	
Original Award Number	
Follow-on Award Number (If applicable)	
Description	
Source/Vendor	
Financial Transaction Number (if available)	
ID#	
Date Acquired	
Cost per Unit	
% of Federal Ownership	
Last Reported Location	
Last Reported Condition	
Last Reported Use	
Date of Last Report	
Disposed (Y/N)	
If Y, Date of Disposal	
Disposal Sales Price	

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Grant Closeout Checklist

Items to review for Grant Closeout:

Award # _____ **Period of Performance** _____

- ❑ **All Allowable Costs Reimbursed?**
- ❑ **Final Drawdown of Grant Funds Received?**
- ❑ **Final Financial Status Report (FSR) Submitted**
- ❑ **Final Review of Grant**
  - ❑ **All Closeout Requirements Completed?**
- ❑ **Required Documentation Completed**
  - ❑ **Financial records, Including Budget vs. Actual Reports**
  - ❑ **Cost sharing or "Matching" or Documentation**
  - ❑ **Reconciliation of Cash Draw-downs with the Financial Status Reports**
  - ❑ **Program Records Demonstrating Full Implementation of the Grant Objectives**
- ❑ **Record Retention Requirements**
  - ❑ **Financial Records and Supporting Documentation**
  - ❑ **Property and Equipment Records**
  - ❑ **Indirect Cost Proposals**
  - ❑ **Subrecipient Monitoring Documentation**
  - ❑ **Suspension and Debarment Compliance Documentation**
- ❑ **On-going Responsibilities:**
  - ❑ **Property Reporting**
  - ❑ **Indirect Cost Rates Finalized**
- ❑ **Other** _____

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Audit Checklist

Various Items which may be requested for Audit:

- ❑ **Contracts**
  - ❑ **Purchase Orders/Authorizations**
  - ❑ **List of Bidders and Individual Bid Packages**
  - ❑ **Bid Recommendations by Reviewer**
  - ❑ **Awarding of Bids Authorizations/Resolutions**
  - ❑ **Contracts/Agreements/Change Orders**
  - ❑ **Contractor Bonds**
  - ❑ **Suspension and Debarment Review**
  - ❑ **Payment Records**
- ❑ **Labor Records**
  - ❑ **Work Authorization Identifying Award**
  - ❑ **Time Sheets Signed by Employee and Supervisor**
  - ❑ **Hourly Rate Support (Payroll Registers/Salary Schedules)**
  - ❑ **Fringe Benefits (Provide Schedule)**
- ❑ **Property Records**
  - ❑ **Cost Records**
  - ❑ **Location, Condition, Use, and Disposal Records**
- ❑ **Other Records**
  - ❑ **Board Minutes**
  - ❑ **Indirect Cost Allocation Plans**
  - ❑ **Subawards**

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APPENDIX K: SELECTED ITEMS OF COST

2 CFR Part 200 Sections 200.420 thru 200.476 titled General Provisions for Selected Items of Cost provide principles to be applied in establishing the allowability of certain items of cost. These principles apply whether a cost is treated as direct or indirect. Failure to mention a particular item of cost is not intended to imply that it is unallowable; rather, determination of allowability in each case should be based on the treatment standards provided for similar or related items of cost.

General Provisions for Selected Items of Cost

200.420 Considerations for selected items of cost.
200.421 Advertising and public relations.
200.422 Advisory Councils.
200.423 Alcoholic beverages.
200.424 Alumni/ae activities.
200.425 Audit services.
200.426 Bad debts.
200.427 Bonding costs.
200.428 Collections of improper payments.
200.429 Commencement and convocation costs.
200.430 Compensation—personal services.
200.431 Compensation—fringe benefits.
200.432 Conferences.
200.433 Contingency provisions.
200.434 Contributions and donations.
200.435 Defense and prosecution of criminal and civil proceedings and claims, appeals and patent infringements.
200.436 Depreciation.
200.437 Employee health and welfare costs.
200.438 Entertainment costs.
200.439 Equipment and other capital expenditures.
200.440 Exchange rates.
200.441 Fines, penalties, damages, and other settlements.
200.442 Fundraising and investment management costs.
200.443 Gains and losses on disposition of depreciable assets.
200.444 General costs of government.
200.445 Goods or services for personal use.
200.446 Idle facilities and idle capacity.
200.447 Insurance and indemnification.
200.448 Intellectual property.
200.449 Interest.
200.450 Lobbying.
200.451 Losses on other awards or contracts.
200.452 Maintenance and repair costs.
200.453 Materials and supplies costs, including costs of computing devices.
200.454 Memberships, subscriptions, and professional activity costs.
200.455 Organization costs.
200.456 Participant support costs.
200.457 Plant and security costs.
200.458 Pre-award costs.
200.459 Professional service costs.
200.460 Proposal costs.
200.461 Publication and printing costs.
200.462 Rearrangement and reconversion costs.
200.463 Recruiting costs.
200.464 Relocation costs of employees.
200.465 Rental costs of real property and equipment.
200.466 Scholarships and student aid costs.
200.467 Selling and marketing costs.
200.468 Specialized service facilities.
200.469 Student activity costs.
200.470 Taxes (including Value Added Tax).
200.470 Taxes (including Value Added Tax).
200.471 Telecommunication costs and video surveillance costs.
200.472 Termination costs.
200.473 Training and education costs.
200.474 Transportation costs.
200.475 Travel costs.
200.476 Trustees.

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§200.420 Considerations for selected items of cost.

This section provides principles to be applied in establishing the allowability of certain items involved in determining cost, in addition to the requirements of Subtitle II. Basic Considerations of this subpart. These principles apply whether or not a particular item of cost is properly treated as direct cost or indirect (F&A) cost. Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, determination as to allowability in each case should be based on the treatment provided for similar or related items of cost, and based on the principles described in §§200.402 Composition of costs through 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs. In case of a discrepancy between the provisions of a specific Federal award and the provisions below, the Federal award governs. Criteria outlined in §200.403 Factors affecting allowability of costs must be applied in determining allowability. See also §200.102 Exceptions.

§200.421 Advertising and public relations.

(a) The term advertising costs mean the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.

(b) The only allowable advertising costs are those which are solely for:

(1) The recruitment of personnel required by the non-Federal entity for performance of a Federal award (See also §200.463 Recruiting costs);

(2) The procurement of goods and services for the performance of a Federal award;

(3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or

(4) Program outreach and other specific purposes necessary to meet the requirements of the Federal award.

(c) The term "public relations" includes community relations and means those activities dedicated to maintaining the image of the non-Federal entity or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

(d) The only allowable public relations costs are:

(1) Costs specifically required by the Federal award;

(2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Federal award (these costs are considered necessary as part of the outreach effort for the Federal award); or

(3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.

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(e) Unallowable advertising and public relations costs include the following:

(1) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section;

(2) Costs of meetings, conventions, convocations, or other events related to other activities of the entity (see also §200.432 Conferences), including:

(i) Costs of displays, demonstrations, and exhibits;

(ii) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and

(iii) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;

(3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs;

(4) Costs of advertising and public relations designed solely to promote the non-Federal entity.

§200.422 Advisory Councils.

Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See §200.444 General costs of government, applicable to states, local governments and Indian tribes.

§200.423 Alcoholic beverages.

Costs of alcoholic beverages are unallowable.

§200.424 Alumni/ae activities.

Costs incurred by IHEs for, or in support of, alumni/ae activities are unallowable.

§200.425 Audit services.

(a) A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

(1) Any costs when audits required by the Single Audit Act and Subpart F—Audit Requirements of this part have not been conducted or have been conducted but not in accordance therewith; and

(2) Any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and Subpart F—Audit Requirements of this part because its expenditures under Federal awards are less than $750,000 during the non-Federal entity's fiscal year.

(b) The costs of a financial statement audit of a non-Federal entity that does not currently have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

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(c) Pass-through entities may charge Federal awards for the cost of agreed-upon-procedures engagements to monitor subrecipients (in accordance with Subpart D—Post Federal Award Requirements of this part, §§200.330 Subrecipient and contractor determinations through 200.332 Fixed Amount Subawards) who are exempted from the requirements of the Single Audit Act and Subpart F—Audit Requirements of this part. This cost is allowable only if the agreed-upon-procedures engagements are:

(1) Conducted in accordance with GAGAS attestation standards;

(2) Paid for and arranged by the pass-through entity; and

(3) Limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

§200.426 Bad debts.

Bad debts (debts which have been determined to be uncollectible), including losses (whether actual or estimated) arising from uncollectible accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectible are also unallowable. See also §200.428 Collections of improper payments.

§200.427 Bonding costs.

(a) Bonding costs arise when the Federal awarding agency requires assurance against financial loss to itself or others by reason of the act or default of the non-Federal entity. They also arise in instances where the non-Federal entity requires similar assurance, including bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials.

(b) Costs of bonding required pursuant to the terms and conditions of the Federal award are allowable.

(c) Costs of bonding required by the non-Federal entity in the general conduct of its operations are allowable as an indirect cost to the extent that such bonding is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.

§200.428 Collections of improper payments.

The costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect cost, as appropriate. Amounts collected may be used by the non-Federal entity in accordance with cash management standards set forth in §200.305 *Payment.*

§200.429 Commencement and convocation costs.

For IHEs, costs incurred for commencements and convocations are unallowable, except as provided for in Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph (B)(9) Student Administration and Services, as student activity costs.

§200.430 Compensation—personal services.

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(a) *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in §200.431 Compensation—fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

(1) Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;

(2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and

(3) Is determined and supported as provided in paragraph (i) of this section, Standards for Documentation of Personnel Expenses, when applicable.

(b) *Reasonableness.* Compensation for employees engaged in work on Federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the non-Federal entity. In cases where the kinds of employees required for Federal awards are not found in the other activities of the non-Federal entity, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the non-Federal entity competes for the kind of employees involved.

(c) *Professional activities outside the non-Federal entity.* Unless an arrangement is specifically authorized by a Federal awarding agency, a non-Federal entity must follow its written non-Federal entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the non-Federal entity for non-organizational compensation. Where such non-Federal entity-wide written policies do not exist, or do not adequately define the permissible extent of consulting or other non-organizational activities undertaken for extra outside pay, the Federal government may require that the effort of professional staff working on Federal awards be allocated between:

(1) Non-Federal entity activities, and

(2) Non-organizational professional activities. If the Federal awarding agency considers the extent of non-organizational professional effort excessive or inconsistent with the conflicts-of-interest terms and conditions of the Federal award, appropriate arrangements governing compensation will be negotiated on a case-by-case basis.

(d) *Unallowable costs.* (1) Costs which are unallowable under other sections of these principles must not be allowable under this section solely on the basis that they constitute personnel compensation.

(2) The allowable compensation for certain employees is subject to a ceiling in accordance with statute. For the amount of the ceiling for cost-reimbursement contracts, the covered compensation subject to the ceiling, the covered employees, and other relevant provisions, see 10 U.S.C. 2324(e)(1)(P), and 41 U.S.C. 1127 and 4304(a) (16). For other types of Federal awards, other statutory ceilings may apply.

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(e) *Special considerations.* Special considerations in determining allowability of compensation will be given to any change in a non-Federal entity's compensation policy resulting in a substantial increase in its employees' level of compensation (particularly when the change was concurrent with an increase in the ratio of Federal awards to other activities) or any change in the treatment of allowability of specific types of compensation due to changes in Federal policy.

(f) *Incentive compensation.* Incentive compensation to employees based on cost reduction, or efficient performance, suggestion awards, safety awards, etc., is allowable to the extent that the overall compensation is determined to be reasonable and such costs are paid or accrued pursuant to an agreement entered into in good faith between the non-Federal entity and the employees before the services were rendered, or pursuant to an established plan followed by the non-Federal entity so consistently as to imply, in effect, an agreement to make such payment.

(g) *Nonprofit organizations.* For compensation to members of nonprofit organizations, trustees, directors, associates, officers, or the immediate families thereof, determination should be made that such compensation is reasonable for the actual personal services rendered rather than a distribution of earnings in excess of costs. This may include directors and executive committee member's fees, incentive awards, allowances for off-site pay, incentive pay, location allowances, hardship pay, and cost-of-living differentials.

(h) *Institutions of higher education (IHEs).* (1) Certain conditions require special consideration and possible limitations in determining allowable personnel compensation costs under Federal awards. Among such conditions are the following:

(i) Allowable activities. Charges to Federal awards may include reasonable amounts for activities contributing and directly related to work under an agreement, such as delivering special lectures about specific aspects of the ongoing activity, writing reports and articles, developing and maintaining protocols (human, animals, etc.), managing substances/chemicals, managing and securing project-specific data, coordinating research subjects, participating in appropriate seminars, consulting with colleagues and graduate students, and attending meetings and conferences.

(ii) Incidental activities. Incidental activities for which supplemental compensation is allowable under written institutional policy (at a rate not to exceed institutional base salary) need not be included in the records described in paragraph (h)(9) of this section to directly charge payments of incidental activities, such activities must either be specifically provided for in the Federal award budget or receive prior written approval by the Federal awarding agency.

(2) *Salary basis.* Charges for work performed on Federal awards by faculty members during the academic year are allowable at the IBS rate. Except as noted in paragraph (h)(1)(ii) of this section, in no event will charges to Federal awards, irrespective of the basis of computation, exceed the proportionate share of the IBS for that period. This principle applies to all members of faculty at an institution. IBS is defined as the annual compensation paid by an IHE for an individual's appointment, whether that individual's time is spent on research, instruction, administration, or other activities. IBS excludes any income that an individual earns outside of duties performed for the IHE. Unless there is prior approval by the Federal awarding agency,

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charges of a faculty member's salary to a Federal award must not exceed the proportionate share of the IBS for the period during which the faculty member worked on the award.

(3) *Intra-Institution of Higher Education (IHE) consulting.* Intra-IHE consulting by faculty is assumed to be undertaken as an IHE obligation requiring no compensation in addition to IBS. However, in unusual cases where consultation is across departmental lines or involves a separate or remote operation, and the work performed by the faculty member is in addition to his or her regular responsibilities, any charges for such work representing additional compensation above IBS are allowable provided that such consulting arrangements are specifically provided for in the Federal award or approved in writing by the Federal awarding agency.

(4) Extra Service Pay normally represents overload compensation, subject to institutional compensation policies for services above and beyond IBS. Where extra service pay is a result of Intra-IHE consulting, it is subject to the same requirements of paragraph (b) above. It is allowable if all of the following conditions are met:

(i) The non-Federal entity establishes consistent written policies which apply uniformly to all faculty members, not just those working on Federal awards.

(ii) The non-Federal entity establishes a consistent written definition of work covered by IBS which is specific enough to determine conclusively when work beyond that level has occurred. This may be described in appointment letters or other documentation.

(iii) The supplementation amount paid is commensurate with the IBS rate of pay and the amount of additional work performed. See paragraph (h)(2) of this section.

(iv) The salaries, as supplemented, fall within the salary structure and pay ranges established by and documented in writing or otherwise applicable to the non-Federal entity.

(v) The total salaries charged to Federal awards including extra service pay are subject to the Standards of Documentation as described in paragraph (i) of this section.

(5) *Periods outside the academic year.* (i) Except as specified for teaching activity in paragraph (h)(5)(ii) of this section, charges for work performed by faculty members on Federal awards during periods not included in the base salary period will be at a rate not in excess of the IBS.

(ii) Charges for teaching activities performed by faculty members on Federal awards during periods not included in IBS period will be based on the normal written policy of the IHE governing compensation to faculty members for teaching assignments during such periods.

(6) *Part-time faculty.* Charges for work performed on Federal awards by faculty members having only part-time appointments will be determined at a rate not in excess of that regularly paid for part-time assignments.

(7) *Sabbatical leave costs.* Rules for sabbatical leave are as follow:

(i) Costs of leaves of absence by employees for performance of graduate work or sabbatical study, travel, or research are allowable provided the IHE has a uniform written policy on sabbatical leave for persons engaged in instruction and persons engaged in research. Such costs will be allocated on an equitable basis among all related activities of the IHE.

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(ii) Where sabbatical leave is included in fringe benefits for which a cost is determined for assessment as a direct charge, the aggregate amount of such assessments applicable to all work of the institution during the base period must be reasonable in relation to the IHE's actual experience under its sabbatical leave policy.

(8) *Salary rates for non-faculty members.* Non-faculty full-time professional personnel may also earn "extra service pay" in accordance with the non-Federal entity's written policy and consistent with paragraph (h)(1)(i) of this section.

(i) *Standards for Documentation of Personnel Expenses* (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

(i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(ii) Be incorporated into the official records of the non-Federal entity;

(iii) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS);

(iv) Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;

(v) Comply with the established accounting policies and practices of the non-Federal entity (See paragraph (h)(1)(ii) above for treatment of incidental work for IHEs.); and

(vi) [Reserved]

(vii) Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

(viii) Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes, provided that:

(A) The system for establishing the estimates produces reasonable approximations of the activity actually performed;

(B) Significant changes in the corresponding work activity (as defined by the non-Federal entity's written policies) are identified and entered into the records in a timely manner. Short term (such as one or two months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term; and

(C) The non-Federal entity's system of internal controls includes processes to review after-the-fact interim charges made to Federal awards based on budget estimates. All necessary adjustment

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must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

(ix) Because practices vary as to the activity constituting a full workload (for IHEs, IBS), records may reflect categories of activities expressed as a percentage distribution of total activities.

(x) It is recognized that teaching, research, service, and administration are often inextricably intermingled in an academic setting. When recording salaries and wages charged to Federal awards for IHEs, a precise assessment of factors that contribute to costs is therefore not always feasible, nor is it expected.

(2) For records which meet the standards required in paragraph (i)(1) of this section, the non-Federal entity will not be required to provide additional support or documentation for the work performed, other than that referenced in paragraph (i)(3) of this section.

(3) In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.

(4) Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

(5) For states, local governments and Indian tribes, substitute processes or systems for allocating salaries and wages to Federal awards may be used in place of or in addition to the records described in paragraph (1) if approved by the cognizant agency for indirect cost. Such systems may include, but are not limited to, random moment sampling, "rolling" time studies, case counts, or other quantifiable measures of work performed.

(i) Substitute systems which use sampling methods (primarily for Temporary Assistance for Needy Families (TANF), the Supplemental Nutrition Assistance Program (SNAP), Medicaid, and other public assistance programs) must meet acceptable statistical sampling standards including:

(A) The sampling universe must include all of the employees whose salaries and wages are to be allocated based on sample results except as provided in paragraph (i)(5)(iii) of this section;

(B) The entire time period involved must be covered by the sample; and

(C) The results must be statistically valid and applied to the period being sampled.

(ii) Allocating charges for the sampled employees' supervisors, clerical and support staffs, based on the results of the sampled employees, will be acceptable.

(iii) Less than full compliance with the statistical sampling standards noted in subsection (5)(i) may be accepted by the cognizant agency for indirect costs if it concludes that the amounts to be allocated to Federal awards will be minimal, or if it concludes that the system proposed by the non-Federal entity will result in lower costs to Federal awards than a system which complies with the standards.

(6) Cognizant agencies for indirect costs are encouraged to approve alternative proposals based on outcomes and milestones for program performance where these are clearly

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documented. Where approved by the Federal cognizant agency for indirect costs, these plans are acceptable as an alternative to the requirements of paragraph (i)(1) of this section.

(7) For Federal awards of similar purpose activity or instances of approved blended funding, a non-Federal entity may submit performance plans that incorporate funds from multiple Federal awards and account for their combined use based on performance-oriented metrics, provided that such plans are approved in advance by all involved Federal awarding agencies. In these instances, the non-Federal entity must submit a request for waiver of the requirements based on documentation that describes the method of charging costs, relates the charging of costs to the specific activity that is applicable to all fund sources, and is based on quantifiable measures of the activity in relation to time charged.

(8) For a non-Federal entity where the records do not meet the standards described in this section, the Federal government may require personnel activity reports, including prescribed certifications, or equivalent documentation that support the records as required in this section.

§200.431 Compensation—fringe benefits.

(a) Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

(b) *Leave.* The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

(2) The costs are equitably allocated to all related activities, including Federal awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

(i) When a non-Federal entity uses the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable as indirect costs in the year of payment.

(ii) The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When a non-Federal entity uses the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

(c) The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in §200.447 Insurance and indemnification); pension plan costs (see paragraph (i) of this section); and other similar benefits are allowable, provided such benefits are granted

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under established written policies. Such benefits, must be allocated to Federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such Federal awards and other activities, and charged as direct or indirect costs in accordance with the non-Federal entity's accounting practices.

(d) Fringe benefits may be assigned to cost objectives by identifying specific benefits to specific individual employees or by allocating on the basis of entity-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees, unless the non-Federal entity demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

(e) *Insurance.* See also §200.447 Insurance and indemnification, paragraphs (d)(1) and (2).

(1) Provisions for a reserve under a self-insurance program for unemployment compensation or workers' compensation are allowable to the extent that the provisions represent reasonable estimates of the liabilities for such compensation, and the types of coverage, extent of coverage, and rates and premiums would have been allowable had insurance been purchased to cover the risks. However, provisions for self-insured liabilities which do not become payable for more than one year after the provision is made must not exceed the present value of the liability.

(2) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibility are allowable only to the extent that the insurance represents additional compensation. The costs of such insurance when the non-Federal entity is named as beneficiary are unallowable.

(3) Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits), are allowable in the year of payment provided that the non-Federal entity follows a consistent costing policy and they are allocated as indirect costs.

(f) *Automobiles.* That portion of automobile costs furnished by the entity that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect (F&A) costs regardless of whether the cost is reported as taxable income to the employees.

(g) *Pension Plan Costs.* Pension plan costs which are incurred in accordance with the established policies of the non-Federal entity are allowable, provided that:

(1) Such policies meet the test of reasonableness.

(2) The methods of cost allocation are not discriminatory.

(3) For entities using accrual-based accounting, the cost assigned to each fiscal year is determined in accordance with GAAP.

(4) The costs assigned to a given fiscal year are funded for all plan participants within six months after the end of that year. However, increases to normal and past service pension costs caused by a delay in funding the actuarial liability beyond 30 calendar days after each quarter of the

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year to which such costs are assignable are unallowable. Non-Federal entity may elect to follow the "Cost Accounting Standard for Composition and Measurement of Pension Costs" (48 CFR 9904.412).

(5) Pension plan termination insurance premiums paid pursuant to the Employee Retirement Income Security Act (ERISA) of 1974 (29 U.S.C. 1301-1461) are allowable. Late payment charges on such premiums are unallowable. Excise taxes on accumulated funding deficiencies and other penalties imposed under ERISA are unallowable.

(6) Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.

(i) For pension plans financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(ii) Pension costs calculated using an actuarial cost-based method recognized by GAAP are allowable for a given fiscal year if they are funded for that year within six months after the end of that year. Costs funded after the six-month period (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded. The cognizant agency for indirect costs may agree to an extension of the six-month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal government and related Federal reimbursement and the non-Federal entity's contribution to the pension fund. Adjustments may be made by cash refund or other equitable procedures to compensate the Federal government for the time value of Federal reimbursements in excess of contributions to the pension fund.

(iii) Amounts funded by the non-Federal entity in excess of the actuarially determined amount for a fiscal year may be used as the non-Federal entity's contribution in future periods.

(iv) When a non-Federal entity converts to an acceptable actuarial cost method, as defined by GAAP, and funds pension costs in accordance with this method, the unfunded liability at the time of conversion is allowable if amortized over a period of years in accordance with GAAP.

(v) The Federal government must receive an equitable share of any previously allowed pension costs (including earnings thereon) which revert or inure to the non-Federal entity in the form of a refund, withdrawal, or other credit.

(h) *Post-Retirement Health.* Post-retirement health plans (PRHP) refers to costs of health insurance or health services not included in a pension plan covered by paragraph (g) of this section for retirees and their spouses, dependents, and survivors. PRHP costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.

(1) For PRHP financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(2) PRHP costs calculated using an actuarial cost method recognized by GAAP are allowable if they are funded for that year within six months after the end of that year. Costs funded after the six-month period (or a later period agreed to by the cognizant agency) are allowable in the year funded. The Federal cognizant agency for indirect costs may agree to an extension of the

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six-month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal government and related Federal reimbursements and the non-Federal entity's contributions to the PRHP fund. Adjustments may be made by cash refund, reduction in current year's PRHP costs, or other equitable procedures to compensate the Federal government for the time value of Federal reimbursements in excess of contributions to the PRHP fund.

(3) Amounts funded in excess of the actuarially determined amount for a fiscal year may be used as the Federal government's contribution in a future period.

(4) When a non-Federal entity converts to an acceptable actuarial cost method and funds PRHP costs in accordance with this method, the initial unfunded liability attributable to prior years is allowable if amortized over a period of years in accordance with GAAP, or, if no such GAAP period exists, over a period negotiated with the cognizant agency for indirect costs.

(5) To be allowable in the current year, the PRHP costs must be paid either to:

(i) An insurer or other benefit provider as current year costs or premiums, or

(ii) An insurer or trustee to maintain a trust fund or reserve for the sole purpose of providing post-retirement benefits to retirees and other beneficiaries.

(6) The Federal government must receive an equitable share of any amounts of previously allowed post-retirement benefit costs (including earnings thereon) which revert or inure to the entity in the form of a refund, withdrawal, or other credit.

(i) *Severance Pay.* (1) Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by non-Federal entities to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that in each case, it is required by (a) law, (b) employer-employee agreement, (c) established policy that constitutes, in effect, an implied agreement on the non-Federal entity's part, or (d) circumstances of the particular employment.

(2) Costs of severance payments are divided into two categories as follows:

(i) Actual normal turnover severance payments must be allocated to all activities; or, where the non-Federal entity provides for a reserve for normal severances, such method will be acceptable if the charge to current operations is reasonable in light of payments actually made for normal severances over a representative past period, and if amounts charged are allocated to all activities of the non-Federal entity.

(ii) Measurement of costs of abnormal or mass severance pay by means of an accrual will not achieve equity to both parties. Thus, accruals for this purpose are not allowable. However, the Federal government recognizes its obligation to participate, to the extent of its fair share, in any specific payment. Prior approval by the Federal awarding agency or cognizant agency for indirect cost, as appropriate, is required.

(3) Costs incurred in certain severance pay packages which are in an amount in excess of the normal severance pay paid by the non-Federal entity to an employee upon termination of employment and are paid to the employee contingent upon a change in management control over, or ownership of, the non-Federal entity's assets, are unallowable.

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(4) Severance payments to foreign nationals employed by the non-Federal entity outside the United States, to the extent that the amount exceeds the customary or prevailing practices for the non-Federal entity in the United States, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(5) Severance payments to foreign nationals employed by the non-Federal entity outside the United States due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(j)(1) *For IHEs only.* Fringe benefits in the form of tuition or remission of tuition for individual employees are allowable, provided such benefits are granted in accordance with established non-Federal entity policies, and are distributed to all non-Federal entity activities on an equitable basis. Tuition benefits for family members other than the employee are unallowable.

(2) Fringe benefits in the form of tuition or remission of tuition for individual employees not employed by IHEs are limited to the tax-free amount allowed per section 127 of the Internal Revenue Code as amended.

(3) IHEs may offer employees tuition waivers or tuition reductions for undergraduate education under IRC Section 117(d) as amended, provided that the benefit does not discriminate in favor of highly compensated employees. Federal reimbursement of tuition or remission of tuition is also limited to the institution for which the employee works. See §200.466 Scholarships and student aid costs, for treatment of tuition remission provided to students.

(k) For IHEs whose costs are paid by state or local governments, fringe benefit programs (such as pension costs and FICA) and any other benefits costs specifically incurred on behalf of, and in direct benefit to, the non-Federal entity, are allowable costs of such non-Federal entities whether or not these costs are recorded in the accounting records of the non-Federal entities, subject to the following:

(1) The costs meet the requirements of Basic Considerations in §§200.402 Composition of costs through 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs of this subpart;

(2) The costs are properly supported by approved cost allocation plans in accordance with applicable Federal cost accounting principles; and

(3) The costs are not otherwise borne directly or indirectly by the Federal government.

§200.432 Conferences.

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally

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available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The Federal awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§200.438 Entertainment costs, 200.456 Participant support costs, 200.474 Travel costs, and 200.475 Trustees.

§200.433 Contingency provisions.

(a) Contingency is that part of a budget estimate of future costs (typically of large construction projects, IT systems, or other items as approved by the Federal awarding agency) which is associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included.

(b) It is permissible for contingency amounts other than those excluded in paragraph (b)(1) of this section to be explicitly included in budget estimates, to the extent they are necessary to improve the precision of those estimates. Amounts must be estimated using broadly-accepted cost estimating methodologies, specified in the budget documentation of the Federal award, and accepted by the Federal awarding agency. As such, contingency amounts are to be included in the Federal award. In order for actual costs incurred to be allowable, they must comply with the cost principles and other requirements in this part (see also §§200.300 Statutory and national policy requirements through 200.309 Period of performance of Subpart D of this part and 200.403 Factors affecting allowability of costs); be necessary and reasonable for proper and efficient accomplishment of project or program objectives, and be verifiable from the non-Federal entity's records.

(c) Payments made by the Federal awarding agency to the non-Federal entity's "contingency reserve" or any similar payment made for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening, are unallowable, except as noted in §§200.431 Compensation—fringe benefits regarding self-insurance, pensions, severance and post-retirement health costs and 200.447 Insurance and indemnification.

§200.434 Contributions and donations.

(a) Costs of contributions and donations, including cash, property, and services, from the non-Federal entity to other entities, are unallowable.

(b) The value of services and property donated to the non-Federal entity may not be charged to the Federal award either as a direct or indirect (F&A) cost. The value of donated services and property may be used to meet cost sharing or matching requirements (see §200.306 Cost sharing or matching). Depreciation on donated assets is permitted in accordance with §200.436 Depreciation, as long as the donated property is not counted towards cost sharing or matching requirements.

(c) Services donated or volunteered to the non-Federal entity may be furnished to a non-Federal entity by professional and technical personnel, consultants, and other skilled and

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unskilled labor. The value of these services is not allowable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the provisions of §200.306 Cost sharing or matching.

(d) To the extent feasible, services donated to the non-Federal entity will be supported by the same methods used to support the allocability of regular personnel services.

(e) The following provisions apply to nonprofit organizations. The value of services donated to the nonprofit organization utilized in the performance of a direct cost activity must be considered in the determination of the non-Federal entity's indirect cost rate(s) and, accordingly, must be allocated a proportionate share of applicable indirect costs when the following circumstances exist:

(1) The aggregate value of the services is material;

(2) The services are supported by a significant amount of the indirect costs incurred by the non-Federal entity;

(i) In those instances where there is no basis for determining the fair market value of the services rendered, the non-Federal entity and the cognizant agency for indirect costs must negotiate an appropriate allocation of indirect cost to the services.

(ii) Where donated services directly benefit a project supported by the Federal award, the indirect costs allocated to the services will be considered as a part of the total costs of the project. Such indirect costs may be reimbursed under the Federal award or used to meet cost sharing or matching requirements.

(f) Fair market value of donated services must be computed as described in §200.306 Cost sharing or matching.

(g) Personal Property and Use of Space.

(1) Donated personal property and use of space may be furnished to a non-Federal entity. The value of the personal property and space is not reimbursable either as a direct or indirect cost.

(2) The value of the donations may be used to meet cost sharing or matching share requirements under the conditions described in §§200.300 Statutory and national policy requirements through 200.309 Period of performance of subpart D of this part. The value of the donations must be determined in accordance with §§200.300 Statutory and national policy requirements through 200.309 Period of performance. Where donations are treated as indirect costs, indirect cost rates will separate the value of the donations so that reimbursement will not be made.

§200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

(a) Definitions for the purposes of this section.

(1) *Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon verdict or a plea, including a conviction due to a plea of nolo contendere.

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(2) *Costs* include the services of in-house or private counsel, accountants, consultants, or others engaged to assist the non-Federal entity before, during, and after commencement of a judicial or administrative proceeding, that bear a direct relationship to the proceeding.

(3) *Fraud* means:

(i) Acts of fraud or corruption or attempts to defraud the Federal government or to corrupt its agents,

(ii) Acts that constitute a cause for debarment or suspension (as specified in agency regulations), and

(iii) Acts which violate the False Claims Act (31 U.S.C. 3729-3732) or the Anti-Kickback Act (41 U.S.C. 1320a-7b(b)).

(4) *Penalty* does not include restitution, reimbursement, or compensatory damages.

(5) *Proceeding* includes an investigation.

(b) *Costs.* (1) Except as otherwise described herein, costs incurred in connection with any criminal, civil or administrative proceeding (including filing of a false certification) commenced by the Federal government, a state, local government, or foreign government, or joined by the Federal government (including a proceeding under the False Claims Act), against the non-Federal entity, (or commenced by third parties or a current or former employee of the non-Federal entity who submits a whistleblower complaint of reprisal in accordance with 10 U.S.C. 2409 or 41 U.S.C. 4712), are not allowable if the proceeding:

(i) Relates to a violation of, or failure to comply with, a Federal, state, local or foreign statute, regulation or the terms and conditions of the Federal award, by the non-Federal entity (including its agents and employees); and

(ii) Results in any of the following dispositions:

(A) In a criminal proceeding, a conviction.

(B) In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of non-Federal entity liability.

(C) In the case of any civil or administrative proceeding, the disallowance of costs or the imposition of a monetary penalty, or an order issued by the Federal awarding agency head or delegate to the non-Federal entity to take corrective action under 10 U.S.C. 2409 or 41 U.S.C. 4712.

(D) A final decision by an appropriate Federal official to debar or suspend the non-Federal entity, to rescind or void a Federal award, or to terminate a Federal award for default by reason of a violation or failure to comply with a statute, regulation, or the terms and conditions of the Federal award.

(E) A disposition by consent or compromise, if the action could have resulted in any of the dispositions described in paragraphs (b)(1)(ii)(A) through (D) of this section.

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(2) If more than one proceeding involves the same alleged misconduct, the costs of all such proceedings are unallowable if any results in one of the dispositions shown in paragraph (b) of this section.

(c) If a proceeding referred to in paragraph (b) of this section is commenced by the Federal government and is resolved by consent or compromise pursuant to an agreement by the non-Federal entity and the Federal government, then the costs incurred may be allowed to the extent specifically provided in such agreement.

(d) If a proceeding referred to in paragraph (b) of this section is commenced by a state, local or foreign government, the authorized Federal official may allow the costs incurred if such authorized official determines that the costs were incurred as a result of:

(1) A specific term or condition of the Federal award, or

(2) Specific written direction of an authorized official of the Federal awarding agency.

(e) Costs incurred in connection with proceedings described in paragraph (b) of this section, which are not made unallowable by that subsection, may be allowed but only to the extent that:

(1) The costs are reasonable and necessary in relation to the administration of the Federal award and activities required to deal with the proceeding and the underlying cause of action;

(2) Payment of the reasonable, necessary, allocable and otherwise allowable costs incurred is not prohibited by any other provision(s) of the Federal award;

(3) The costs are not recovered from the Federal Government or a third party, either directly as a result of the proceeding or otherwise; and,

(4) An authorized Federal official must determine the percentage of costs allowed considering the complexity of litigation, generally accepted principles governing the award of legal fees in civil actions involving the United States, and such other factors as may be appropriate. Such percentage must not exceed 80 percent. However, if an agreement reached under paragraph (c) of this section has explicitly considered this 80 percent limitation and permitted a higher percentage, then the full amount of costs resulting from that agreement are allowable.

(f) Costs incurred by the non-Federal entity in connection with the defense of suits brought by its employees or ex-employees under section 2 of the Major Fraud Act of 1988 (18 U.S.C. 1031), including the cost of all relief necessary to make such employee whole, where the non-Federal entity was found liable or settled, are unallowable.

(g) Costs of prosecution of claims against the Federal government, including appeals of final Federal agency decisions, are unallowable.

(h) Costs of legal, accounting, and consultant services, and related costs, incurred in connection with patent infringement litigation, are unallowable unless otherwise provided for in the Federal award.

(i) Costs which may be unallowable under this section, including directly associated costs, must be segregated and accounted for separately. During the pendency of any proceeding covered by paragraphs (b) and (f) of this section, the Federal government must generally

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withhold payment of such costs. However, if in its best interests, the Federal government may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreement to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.

§200.436 Depreciation.

(a) Depreciation is the method for allocating the cost of fixed assets to periods benefitting from asset use. The non-Federal entity may be compensated for the use of its buildings, capital improvements, equipment, and software projects capitalized in accordance with GAAP, provided that they are used, needed in the non-Federal entity's activities, and properly allocated to Federal awards. Such compensation must be made by computing depreciation.

(b) The allocation for depreciation must be made in accordance with Appendices IV through VIII.

(c) Depreciation is computed applying the following rules. The computation of depreciation must be based on the acquisition cost of the assets involved. For an asset donated to the non-Federal entity by a third party, its fair market value at the time of the donation must be considered as the acquisition cost. Such assets may be depreciated or claimed as matching but not both. For this purpose, the acquisition cost will exclude:

(1) The cost of land;

(2) Any portion of the cost of buildings and equipment borne by or donated by the Federal government, irrespective of where title was originally vested or where it is presently located;

(3) Any portion of the cost of buildings and equipment contributed by or for the non-Federal entity, or where law or agreement prohibits recovery; and

(4) Any asset acquired solely for the performance of a non-Federal award.

(d) When computing depreciation charges, the following must be observed:

(1) The period of useful service or useful life established in each case for usable capital assets must take into consideration such factors as type of construction, nature of the equipment, technological developments in the particular area, historical data, and the renewal and replacement policies followed for the individual items or classes of assets involved.

(2) The depreciation method used to charge the cost of an asset (or group of assets) to accounting periods must reflect the pattern of consumption of the asset during its useful life. In the absence of clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portions than in the later portions of its useful life, the straight-line method must be presumed to be the appropriate method. Depreciation methods once used may not be changed unless approved in advance by the cognizant agency. The depreciation methods used to calculate the depreciation amounts for indirect (F&A) rate purposes must be the same methods used by the non-Federal entity for its financial statements.

(3) The entire building, including the shell and all components, may be treated as a single asset and depreciated over a single useful life. A building may also be divided into multiple components. Each component item may then be depreciated over its estimated useful life. The

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building components must be grouped into three general components of a building: building shell (including construction and design costs), building services systems (e.g., elevators, HVAC, plumbing system and heating and air-conditioning system) and fixed equipment (e.g., sterilizers, casework, fume hoods, cold rooms and glassware/washers). In exceptional cases, a cognizant agency may authorize a non-Federal entity to use more than these three groupings. When a non-Federal entity elects to depreciate its buildings by its components, the same depreciation methods must be used for indirect (F&A) purposes and financial statements purposes, as described in paragraphs (d)(1) and (2) of this section.

(4) No depreciation may be allowed on any assets that have outlived their depreciable lives.

(5) Where the depreciation method is introduced to replace the use allowance method, depreciation must be computed as if the asset had been depreciated over its entire life (i.e., from the date the asset was acquired and ready for use to the date of disposal or withdrawal from service). The total amount of use allowance and depreciation for an asset (including imputed depreciation applicable to periods prior to the conversion from the use allowance method as well as depreciation after the conversion) may not exceed the total acquisition cost of the asset.

(e) Charges for depreciation must be supported by adequate property records, and physical inventories must be taken at least once every two years to ensure that the assets exist and are usable, used, and needed. Statistical sampling techniques may be used in taking these inventories. In addition, adequate depreciation records showing the amount of depreciation taken each period must also be maintained.

§200.437 Employee health and welfare costs.

(a) Costs incurred in accordance with the non-Federal entity's documented policies for the improvement of working conditions, employer-employee relations, employee health, and employee performance are allowable.

(b) Such costs will be equitably apportioned to all activities of the non-Federal entity. Income generated from any of these activities will be credited to the cost thereof unless such income has been irrevocably sent to employee welfare organizations.

(c) Losses resulting from operating food services are allowable only if the non-Federal entity's objective is to operate such services on a break-even basis. Losses sustained because of operating objectives other than the above are allowable only:

(1) Where the non-Federal entity can demonstrate unusual circumstances; and

(2) With the approval of the cognizant agency for indirect costs.

§200.438 Entertainment costs.

Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with the prior written approval of the Federal awarding agency.

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§200.439 Equipment and other capital expenditures.

(a) See §§200.13 Capital expenditures, 200.33 Equipment, 200.89 Special purpose equipment, 200.48 General purpose equipment, 200.2 Acquisition cost, and 200.12 Capital assets.

(b) The following rules of allowability must apply to equipment and other capital expenditures:

(1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.

(2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of $5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.

(3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity. See §200.436 Depreciation, for rules on the allowability of depreciation on buildings, capital improvements, and equipment. See also §200.465 Rental costs of real property and equipment.

(4) When approved as a direct charge pursuant to paragraphs (b)(1) through (3) of this section, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

(5) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the Federal cognizant agency for indirect cost.

(6) Cost of equipment disposal. If the non-Federal entity is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment the costs of such disposal or transfer are allowable.

§200.440 Exchange rates.

(a) Cost increases for fluctuations in exchange rates are allowable costs subject to the availability of funding, and prior approval by the Federal awarding agency. The Federal awarding agency must, however, ensure that adequate funds are available to cover currency fluctuations in order to avoid a violation of the Anti-Deficiency Act.

(b) The non-Federal entity is required to make reviews of local currency gains to determine the need for additional federal funding before the expiration date of the Federal award. Subsequent adjustments for currency increases may be allowable only when the non-Federal entity provides the Federal awarding agency with adequate source documentation from a commonly used source in effect at the time the expense was made, and to the extent that sufficient Federal funds are available.

§200.441 Fines, penalties, damages and other settlements.

Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when

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incurred as a result of compliance with specific provisions of the Federal award, or with the prior written approval of the Federal awarding agency. See also §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

§200.442 Fund raising and investment management costs.

(a) Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable with prior written approval from the Federal awarding agency. Proposal costs are covered in §200.460 Proposal costs.

(b) Costs of investment counsel and staff and similar expenses incurred to enhance income from investments are unallowable except when associated with investments covering pension, self-insurance, or other funds which include Federal participation allowed by this part.

(c) Costs related to the physical custody and control of monies and securities are allowable.

(d) Both allowable and unallowable fund raising and investment activities must be allocated as an appropriate share of indirect costs under the conditions described in §200.413 Direct costs.

§200.443 Gains and losses on disposition of depreciable assets.

(a) Gains and losses on the sale, retirement, or other disposition of depreciable property must be included in the year in which they occur as credits or charges to the asset cost grouping(s) in which the property was included. The amount of the gain or loss to be included as a credit or charge to the appropriate asset cost grouping(s) is the difference between the amount realized on the property and the undepreciated basis of the property.

(b) Gains and losses from the disposition of depreciable property must not be recognized as a separate credit or charge under the following conditions:

(1) The gain or loss is processed through a depreciation account and is reflected in the depreciation allowable under §§200.436 Depreciation and 200.439 Equipment and other capital expenditures.

(2) The property is given in exchange as part of the purchase price of a similar item, and the gain or loss is taken into account in determining the depreciation cost basis of the new item.

(3) A loss results from the failure to maintain permissible insurance, except as otherwise provided in §46*200.447 Insurance and indemnification.

(4) Compensation for the use of the property was provided through use allowances in lieu of depreciation.

(5) Gains and losses arising from mass or extraordinary sales, retirements, or other dispositions must be considered on a case-by-case basis.

(c) Gains or losses of any nature arising from the sale or exchange of property other than the property covered in paragraph (a) of this section, e.g., land, must be excluded in computing Federal award costs.

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(d) When assets acquired with Federal funds, in part or wholly, are disposed of, the distribution of the proceeds must be made in accordance with §§200.310 Insurance Coverage through 200.316 Property trust relationship.

§200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in §200.474 Travel costs). Unallowable costs include:

(1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;

(2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(3) Costs of the judicial branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For Indian tribes and Councils of Governments (COGs) (see §200.64 Local government), the portion of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff is allowable. Up to 50% of these costs can be included in the indirect cost calculation without documentation.

§200.445 Goods or services for personal use.

(a) Costs of goods or services for personal use of the non-Federal entity's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.

(b) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses are only allowable as direct costs regardless of whether reported as taxable income to the employees. In addition, to be allowable direct costs must be approved in advance by a Federal awarding agency.

§200.446 Idle facilities and idle capacity.

(a) As used in this section the following terms have the meanings set forth in this section:

(1) Facilities means land and buildings or any portion thereof, equipment individually or collectively, or any other tangible capital asset, wherever located, and whether owned or leased by the non-Federal entity.

(2) Idle facilities mean completely unused facilities that are excess to the non-Federal entity's current needs.

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(3) Idle capacity means the unused capacity of partially used facilities. It is the difference between:

(i) That which a facility could achieve under 100 percent operating time on a one-shift basis less operating interruptions resulting from time lost for repairs, setups, unsatisfactory materials, and other normal delays and;

(ii) The extent to which the facility was actually used to meet demands during the accounting period. A multi-shift basis should be used if it can be shown that this amount of usage would normally be expected for the type of facility involved.

(4) Cost of idle facilities or idle capacity means costs such as maintenance, repair, housing, rent, and other related costs, e.g., insurance, interest, and depreciation. These costs could include the costs of idle public safety emergency facilities, telecommunications, or information technology system capacity that is built to withstand major fluctuations in load, e.g., consolidated data centers.

(b) The costs of idle facilities are unallowable except to the extent that:

(1) They are necessary to meet workload requirements which may fluctuate and are allocated appropriately to all benefiting programs; or

(2) Although not necessary to meet fluctuations in workload, they were necessary when acquired and are now idle because of changes in program requirements, efforts to achieve more economical operations, reorganization, termination, or other causes which could not have been reasonably foreseen. Under the exception stated in this subsection, costs of idle facilities are allowable for a reasonable period of time, ordinarily not to exceed one year, depending on the initiative taken to use, lease, or dispose of such facilities.

(c) The costs of idle capacity are normal costs of doing business and are a factor in the normal fluctuations of usage or indirect cost rates from period to period. Such costs are allowable, provided that the capacity is reasonably anticipated to be necessary to carry out the purpose of the Federal award or was originally reasonable and is not subject to reduction or elimination by use on other Federal awards, subletting, renting, or sale, in accordance with sound business, economic, or security practices. Widespread idle capacity throughout an entire facility or among a group of assets having substantially the same function may be considered idle facilities.

§200.447 Insurance and indemnification.

(a) Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable.

(b) Costs of other insurance in connection with the general conduct of activities are allowable subject to the following limitations:

(1) Types and extent and cost of coverage are in accordance with the non-Federal entity's policy and sound business practice.

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(2) Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs.

(3) Costs allowed for business interruption or other similar insurance must exclude coverage of management fees.

(4) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibilities are allowable only to the extent that the insurance represents additional compensation (see §200.431 Compensation—fringe benefits). The cost of such insurance when the non-Federal entity is identified as the beneficiary is unallowable.

(5) Insurance against defects. Costs of insurance with respect to any costs incurred to correct defects in the non-Federal entity's materials or workmanship are unallowable.

(6) Medical liability (malpractice) insurance. Medical liability insurance is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and must be assigned to individual projects based on the manner in which the insurer allocates the risk to the population covered by the insurance.

(c) Actual losses which could have been covered by permissible insurance (through a self-insurance program or otherwise) are unallowable, unless expressly provided for in the Federal award. However, costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, and minor losses not covered by insurance, such as spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations, are allowable.

(d) Contributions to a reserve for certain self-insurance programs including workers' compensation, unemployment compensation, and severance pay are allowable subject to the following provisions:

(1) The type of coverage and the extent of coverage and the rates and premiums would have been allowed had insurance (including reinsurance) been purchased to cover the risks. However, provision for known or reasonably estimated self-insured liabilities, which do not become payable for more than one year after the provision is made, must not exceed the discounted present value of the liability. The rate used for discounting the liability must be determined by giving consideration to such factors as the non-Federal entity's settlement rate for those liabilities and its investment rate of return.

(2) Earnings or investment income on reserves must be credited to those reserves.

(3)(i) Contributions to reserves must be based on sound actuarial principles using historical experience and reasonable assumptions. Reserve levels must be analyzed and updated at least biennially for each major risk being insured and take into account any reinsurance, coinsurance, etc. Reserve levels related to employee-related coverages will normally be limited to the value of claims:

(A) Submitted and adjudicated but not paid;

(B) Submitted but not adjudicated; and

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(C) Incurred but not submitted.

(ii) Reserve levels in excess of the amounts based on the above must be identified and justified in the cost allocation plan or indirect cost rate proposal.

(4) Accounting records, actuarial studies, and cost allocations (or billings) must recognize any significant differences due to types of insured risk and losses generated by the various insured activities or agencies of the non-Federal entity. If individual departments or agencies of the non-Federal entity experience significantly different levels of claims for a particular risk, those differences are to be recognized by the use of separate allocations or other techniques resulting in an equitable allocation.

(5) Whenever funds are transferred from a self-insurance reserve to other accounts (e.g., general fund or unrestricted account), refunds must be made to the Federal government for its share of funds transferred, including earned or imputed interest from the date of transfer and debt interest, if applicable, chargeable in accordance with applicable Federal cognizant agency for indirect cost, claims collection regulations.

(e) Insurance refunds must be credited against insurance costs in the year the refund is received.

(f) Indemnification includes securing the non-Federal entity against liabilities to third persons and other losses not compensated by insurance or otherwise. The Federal government is obligated to indemnify the non-Federal entity only to the extent expressly provided for in the Federal award, except as provided in paragraph (c) of this section.

§200.448 Intellectual property.

(a) *Patent costs.* (1) The following costs related to securing patents and copyrights are allowable:

(i) Costs of preparing disclosures, reports, and other documents required by the Federal award, and of searching the art to the extent necessary to make such disclosures;

(ii) Costs of preparing documents and any other patent costs in connection with the filing and prosecution of a United States patent application where title or royalty-free license is required by the Federal government to be conveyed to the Federal government; and

(iii) General counseling services relating to patent and copyright matters, such as advice on patent and copyright laws, regulations, clauses, and employee intellectual property agreements (See also §200.459 Professional service costs).

(2) The following costs related to securing patents and copyrights are unallowable:

(i) Costs of preparing disclosures, reports, and other documents, and of searching the art to make disclosures not required by the Federal award;

(ii) Costs in connection with filing and prosecuting any foreign patent application, or any United States patent application, where the Federal award does not require conveying title or a royalty-free license to the Federal government.

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(b) *Royalties and other costs for use of patents and copyrights.* (1) Royalties on a patent or copyright or amortization of the cost of acquiring by purchase a copyright, patent, or rights thereto, necessary for the proper performance of the Federal award are allowable unless:

(i) The Federal government already has a license or the right to free use of the patent or copyright.

(ii) The patent or copyright has been adjudicated to be invalid, or has been administratively determined to be invalid.

(iii) The patent or copyright is considered to be unenforceable.

(iv) The patent or copyright is expired.

(2) Special care should be exercised in determining reasonableness where the royalties may have been arrived at as a result of less-than-arm's-length bargaining, such as:

(i) Royalties paid to persons, including corporations, affiliated with the non-Federal entity.

(ii) Royalties paid to unaffiliated parties, including corporations, under an agreement entered into in contemplation that a Federal award would be made.

(iii) Royalties paid under an agreement entered into after a Federal award is made to a non-Federal entity.

(3) In any case involving a patent or copyright formerly owned by the non-Federal entity, the amount of royalty allowed should not exceed the cost which would have been allowed had the non-Federal entity retained title thereto.

§200.449 Interest.

(a) *General.* Costs incurred for interest on borrowed capital, temporary use of endowment funds, or the use of the non-Federal entity's own funds, however represented, are unallowable. Financing costs (including interest) to acquire, construct, or replace capital assets are allowable, subject to the conditions in this section.

(b)(1) Capital assets is defined as noted in §200.12 Capital assets. An asset cost includes (as applicable) acquisition costs, construction costs, and other costs capitalized in accordance with GAAP.

(2) For non-Federal entity fiscal years beginning on or after January 1, 2016, intangible assets include patents and computer software. For software development projects, only interest attributable to the portion of the project costs capitalized in accordance with GAAP is allowable.

(c) *Conditions for all non-Federal entities.* (1) The non-Federal entity uses the capital assets in support of Federal awards;

(2) The allowable asset costs to acquire facilities and equipment are limited to a fair market value available to the non-Federal entity from an unrelated (arm's length) third party.

(3) The non-Federal entity obtains the financing via an arm's-length transaction (that is, a transaction with an unrelated third party); or claims reimbursement of actual interest cost at a rate available via such a transaction.

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(4) The non-Federal entity limits claims for Federal reimbursement of interest costs to the least expensive alternative. For example, a capital lease may be determined less costly than purchasing through debt financing, in which case reimbursement must be limited to the amount of interest determined if leasing had been used.

(5) The non-Federal entity expenses or capitalizes allowable interest cost in accordance with GAAP.

(6) Earnings generated by the investment of borrowed funds pending their disbursement for the asset costs are used to offset the current period's allowable interest cost, whether that cost is expensed or capitalized. Earnings subject to being reported to the Federal Internal Revenue Service under arbitrage requirements are excludable.

(7) The following conditions must apply to debt arrangements over $1 million to purchase or construct facilities, unless the non-Federal entity makes an initial equity contribution to the purchase of 25 percent or more. For this purpose, "initial equity contribution" means the amount or value of contributions made by the non-Federal entity for the acquisition of facilities prior to occupancy.

(i) The non-Federal entity must reduce claims for reimbursement of interest cost by an amount equal to imputed interest earnings on excess cash flow attributable to the portion of the facility used for Federal awards.

(ii) The non-Federal entity must impute interest on excess cash flow as follows:

(A) Annually, the non-Federal entity must prepare a cumulative (from the inception of the project) report of monthly cash inflows and outflows, regardless of the funding source. For this purpose, inflows consist of Federal reimbursement for depreciation, amortization of capitalized construction interest, and annual interest cost. Outflows consist of initial equity contributions, debt principal payments (less the pro-rata share attributable to the cost of land), and interest payments.

(B) To compute monthly cash inflows and outflows, the non-Federal entity must divide the annual amounts determined in step (i) by the number of months in the year (usually 12) that the building is in service.

(C) For any month in which cumulative cash inflows exceed cumulative outflows, interest must be calculated on the excess inflows for that month and be treated as a reduction to allowable interest cost. The rate of interest to be used must be the three-month Treasury bill closing rate as of the last business day of that month.

(8) Interest attributable to a fully depreciated asset is unallowable.

(d) Additional conditions for states, local governments and Indian tribes. For costs to be allowable, the non-Federal entity must have incurred the interest costs for buildings after October 1, 1980, or for land and equipment after September 1, 1995.

(1) The requirement to offset interest earned on borrowed funds against current allowable interest cost (paragraph (c)(5), above) also applies to earnings on debt service reserve funds.

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(2) The non-Federal entity will negotiate the amount of allowable interest cost related to the acquisition of facilities with asset costs of $1 million or more, as outlined in paragraph (c)(7) of this section. For this purpose, a non-Federal entity must consider only cash inflows and outflows attributable to that portion of the real property used for Federal awards.

(e) Additional conditions for IHEs. For costs to be allowable, the IHE must have incurred the interest costs after September 23, 1982, in connection with acquisitions of capital assets that occurred after that date.

(f) Additional condition for nonprofit organizations. For costs to be allowable, the nonprofit organization incurred the interest costs after September 29, 1995, in connection with acquisitions of capital assets that occurred after that date.

(g) The interest allowability provisions of this section do not apply to a nonprofit organization subject to "full coverage" under the Cost Accounting Standards (CAS), as defined at 48 CFR 9903.201-2(a). The non-Federal entity's Federal awards are instead subject to CAS 414 (48 CFR 9904.414), "Cost of Money as an Element of the Cost of Facilities Capital", and CAS 417 (48 CFR 9904.417), "Cost of Money as an Element of the Cost of Capital Assets Under Construction".

§200.450 Lobbying.

(a) The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

(b) Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

(c) In addition to the above, the following restrictions are applicable to nonprofit organizations and IHEs:

(1) Costs associated with the following activities are unallowable:

(i) Attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;

(ii) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections in the United States;

(iii) Any attempt to influence:

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(A)The introduction of Federal or state legislation;

(B) The enactment or modification of any pending Federal or state legislation through communication with any member or employee of the Congress or state legislature (including efforts to influence state or local officials to engage in similar lobbying activity);

(C) The enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; or

(D) Any government official or employee in connection with a decision to sign or veto enrolled legislation;

(iv) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

(2) The following activities are excepted from the coverage of paragraph (c)(1) of this section:

(i) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a state legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the non-Federal entity's member of Congress, legislative body or a subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings;

(ii) Any lobbying made unallowable by paragraph (c)(1)(iii) of this section to influence state legislation in order to directly reduce the cost, or to avoid material impairment of the non-Federal entity's authority to perform the grant, contract, or other agreement; or

(iii) Any activity specifically authorized by statute to be undertaken with funds from the Federal award.

(iv) Any activity excepted from the definitions of "lobbying" or "influencing legislation" by the Internal Revenue Code provisions that require nonprofit organizations to limit their participation in direct and "grass roots" lobbying activities in order to retain their charitable deduction status and avoid punitive excise taxes, I.R.C. §§501(c)(3), 501(h), 4911(a), including:

(A) Nonpartisan analysis, study, or research reports;

(B) Examinations and discussions of broad social, economic, and similar problems; and

(C) Information provided upon request by a legislator for technical advice and assistance, as defined by I.R.C. §4911(d)(2) and 26 CFR 56.4911-2(c)(1) -(c)(3).

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(v) When a non-Federal entity seeks reimbursement for indirect (F&A) costs, total lobbying costs must be separately identified in the indirect (F&A) cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of §200.413 Direct costs.

(vi) The non-Federal entity must submit as part of its annual indirect (F&A) cost rate proposal a certification that the requirements and standards of this section have been complied with. (See also §200.415 Required certifications.)

(vii)(A) Time logs, calendars, or similar records are not required to be created for purposes of complying with the recordkeeping requirements in §200.302 Financial management with respect to lobbying costs during any particular calendar month when:

(1) The employee engages in lobbying (as defined in paragraphs (c)(1) and (c)(2) of this section) 25 percent or less of the employee's compensated hours of employment during that calendar month; and

(2) Within the preceding five-year period, the non-Federal entity has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.

(B) When conditions in paragraph (c)(2)(vii)(A)*(1)* and (2) of this section are met, non-Federal entities are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions in paragraphs (c)(2)(vii)(A)*(1)* and (2) of this section are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(viii) The Federal awarding agency must establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolutions must be binding in any subsequent settlements, audits, or investigations with respect to that grant or contract for purposes of interpretation of this part, provided, however, that this must not be construed to prevent a contractor or non-Federal entity from contesting the lawfulness of such a determination.

§200.451 Losses on other awards or contracts.

Any excess of costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the non-Federal entity's contributed portion by reason of cost-sharing agreements or any under-recoveries through negotiation of flat amounts for indirect (F&A) costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another award or contract is unallowable. All losses are not allowable indirect (F&A) costs and are required to be included in the appropriate indirect cost rate base for allocation of indirect costs.

§200.452 Maintenance and repair costs.

Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements which add to the permanent value of the buildings and equipment or

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appreciably prolong their intended life must be treated as capital expenditures (see §200.439 Equipment and other capital expenditures). These costs are only allowable to the extent not paid through rental or other agreements.

§200.453 Materials and supplies costs, including costs of computing devices.

(a) Costs incurred for materials, supplies, and fabricated parts necessary to carry out a Federal award are allowable.

(b) Purchased materials and supplies must be charged at their actual prices, net of applicable credits. Withdrawals from general stores or stockrooms should be charged at their actual net cost under any recognized method of pricing inventory withdrawals, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs.

(c) Materials and supplies used for the performance of a Federal award may be charged as direct costs. In the specific case of computing devices, charging as direct costs is allowable for devices that are essential and allocable, but not solely dedicated, to the performance of a Federal award.

(d) Where federally-donated or furnished materials are used in performing the Federal award, such materials will be used without charge.

§200.454 Memberships, subscriptions, and professional activity costs.

(a) Costs of the non-Federal entity's membership in business, technical, and professional organizations are allowable.

(b) Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable.

(c) Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or pass-through entity.

(d) Costs of membership in any country club or social or dining club or organization are unallowable.

(e) Costs of membership in organizations whose primary purpose is lobbying are unallowable. See also §200.450 Lobbying.

§200.455 Organization costs.

Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the Federal awarding agency.

§200.456 Participant support costs.

Participant support costs as defined in §200.75 Participant support costs are allowable with the prior approval of the Federal awarding agency.

§200.457 Plant and security costs.

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Necessary and reasonable expenses incurred for routine and security to protect facilities, personnel, and work products are allowable. Such costs include, but are not limited to, wages and uniforms of personnel engaged in security activities; equipment; barriers; protective (non-military) gear, devices, and equipment; contractual security services; and consultants. Capital expenditures for plant security purposes are subject to §200.439 Equipment and other capital expenditures.

§200.458 Pre-award costs.

Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for the efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

§200.459 Professional service costs.

(a) Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the non-Federal entity, are allowable, subject to paragraphs (b) and (c) when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal government. In addition, legal and related services are limited under §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

(b) In determining the allowability of costs in a particular case, no single factor or any special combination of factors is necessarily determinative. However, the following factors are relevant:

(1) The nature and scope of the service rendered in relation to the service required.

(2) The necessity of contracting for the service, considering the non-Federal entity's capability in the particular area.

(3) The past pattern of such costs, particularly in the years prior to Federal awards.

(4) The impact of Federal awards on the non-Federal entity's business (i.e., what new problems have arisen).

(5) Whether the proportion of Federal work to the non-Federal entity's total business is such as to influence the non-Federal entity in favor of incurring the cost, particularly where the services rendered are not of a continuing nature and have little relationship to work under Federal awards.

(6) Whether the service can be performed more economically by direct employment rather than contracting.

(7) The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-federally funded activities.

(8) Adequacy of the contractual agreement for the service (e.g., description of the service, an estimate of the time required, the rate of compensation, and termination provisions).

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(c) In addition to the factors in paragraph (b) of this section, to be allowable, retainer fees must be supported by evidence of bona fide services available or rendered.

§200.460 Proposal costs.

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs and allocated currently to all activities of the non-Federal entity. No proposal costs of past accounting periods will be allocable to the current period.

§200.461 Publication and printing costs.

(a) Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular cost objective, they should be allocated as indirect costs to all benefiting activities of the non-Federal entity.

(b) Page charges for professional journal publications are allowable where:

(1) The publications report work supported by the Federal government; and

(2) The charges are levied impartially on all items published by the journal, whether or not under a Federal award.

(3) The non-Federal entity may charge the Federal award before closeout for the costs of publication or sharing of research results if the costs are not incurred during the period of performance of the Federal award.

§200.462 Rearrangement and reconversion costs.

(a) Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval of the Federal awarding agency or pass-through entity.

(b) Costs incurred in the restoration or rehabilitation of the non-Federal entity's facilities to approximately the same condition existing immediately prior to the commencement of Federal awards, less costs related to normal wear and tear, are allowable.

§200.463 Recruiting costs.

(a) Subject to paragraphs (b) and (c) of this section, and provided that the size of the staff recruited and maintained is in keeping with workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program, travel costs of employees while engaged in recruiting personnel, travel costs of applicants for interviews for prospective employment, and relocation costs incurred incident to recruitment of new employees, are allowable to the extent that such costs are incurred pursuant to the non-Federal entity's standard recruitment program. Where the non-Federal entity uses employment agencies, costs not in excess of standard commercial rates for such services are allowable.

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(b) Special emoluments, fringe benefits, and salary allowances incurred to attract professional personnel that does not meet the test of reasonableness or do not conform with the established practices of the non-Federal entity are unallowable.

(c) Where relocation costs incurred incident to recruitment of a new employee have been funded in whole or in part as a direct cost to a Federal award, and the newly hired employee resigns for reasons within the employee's control within 12 months after hire, the non-Federal entity will be required to refund or credit the Federal share of such relocation costs to the Federal government. See also §200.464 Relocation costs of employees.

(d) Short-term, travel visa costs (as opposed to longer-term, immigration visas) are generally allowable expenses that may be proposed as a direct cost. Since short-term visas are issued for a specific period and purpose, they can be clearly identified as directly connected to work performed on a Federal award. For these costs to be directly charged to a Federal award, they must:

(1) Be critical and necessary for the conduct of the project;

(2) Be allowable under the applicable cost principles;

(3) Be consistent with the non-Federal entity's cost accounting practices and non-Federal entity policy; and

(4) Meet the definition of "direct cost" as described in the applicable cost principles.

§200.464 Relocation costs of employees.

(a) Relocation costs are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of not less than 12 months) of an existing employee or upon recruitment of a new employee. Relocation costs are allowable, subject to the limitations described in paragraphs (b), (c), and (d) of this section, provided that:

(1) The move is for the benefit of the employer.

(2) Reimbursement to the employee is in accordance with an established written policy consistently followed by the employer.

(3) The reimbursement does not exceed the employee's actual (or reasonably estimated) expenses.

(b) Allowable relocation costs for current employees are limited to the following:

(1) The costs of transportation of the employee, members of his or her immediate family and his household, and personal effects to the new location.

(2) The costs of finding a new home, such as advance trips by employees and spouses to locate living quarters and temporary lodging during the transition period, up to maximum period of 30 calendar days.

(3) Closing costs, such as brokerage, legal, and appraisal fees, incident to the disposition of the employee's former home. These costs, together with those described in (4), are limited to 8 percent of the sales price of the employee's former home.

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(4) The continuing costs of ownership (for up to six months) of the vacant former home after the settlement or lease date of the employee's new permanent home, such as maintenance of buildings and grounds (exclusive of fixing-up expenses), utilities, taxes, and property insurance.

(5) Other necessary and reasonable expenses normally incident to relocation, such as the costs of canceling an unexpired lease, transportation of personal property, and purchasing insurance against loss of or damages to personal property. The cost of canceling an unexpired lease is limited to three times the monthly rental.

(c) Allowable relocation costs for new employees are limited to those described in paragraphs (b)(1) and (2) of this section. When relocation costs incurred incident to the recruitment of new employees have been allowed either as a direct or indirect cost and the employee resigns for reasons within the employee's control within 12 months after hire, the non-Federal entity must refund or credit the Federal government for its share of the cost. However, the costs of travel to an overseas location must be considered travel costs in accordance with §200.474 Travel costs, and not this §200.464 Relocation costs of employees, for the purpose of this paragraph if dependents are not permitted at the location for any reason and the costs do not include costs of transporting household goods.

(d) The following costs related to relocation are unallowable:

(1) Fees and other costs associated with acquiring a new home.

(2) A loss on the sale of a former home.

(3) Continuing mortgage principal and interest payments on a home being sold.

(4) Income taxes paid by an employee related to reimbursed relocation costs.

§200.465 Rental costs of real property and equipment.

(a) Subject to the limitations described in paragraphs (b) through (d) of this section, rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Rental arrangements should be reviewed periodically to determine if circumstances have changed and other options are available.

(b) Rental costs under "sale and lease back" arrangements are allowable only up to the amount that would be allowed had the non-Federal entity continued to own the property. This amount would include expenses such as depreciation, maintenance, taxes, and insurance.

(c) Rental costs under "less-than-arm's-length" leases are allowable only up to the amount (as explained in paragraph (b) of this section). For this purpose, a less-than-arm's-length lease is one under which one party to the lease agreement is able to control or substantially influence the actions of the other. Such leases include, but are not limited to those between:

(1) Divisions of the non-Federal entity;

(2) The non-Federal entity under common control through common officers, directors, or members; and

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(3) The non-Federal entity and a director, trustee, officer, or key employee of the non-Federal entity or an immediate family member, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest. For example, the non-Federal entity may establish a separate corporation for the sole purpose of owning property and leasing it back to the non-Federal entity.

(4) Family members include one party with any of the following relationships to another party:

(i) Spouse, and parents thereof;

(ii) Children, and spouses thereof;

(iii) Parents, and spouses thereof;

(iv) Siblings, and spouses thereof;

(v) Grandparents and grandchildren, and spouses thereof;

(vi) Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and

(vii) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(5) Rental costs under leases which are required to be treated as capital leases under GAAP are allowable only up to the amount (as explained in paragraph (b) of this section) that would be allowed had the non-Federal entity purchased the property on the date the lease agreement was executed. The provisions of GAAP must be used to determine whether a lease is a capital lease. Interest costs related to capital leases are allowable to the extent they meet the criteria in §200.449 Interest. Unallowable costs include amounts paid for profit, management fees, and taxes that would not have been incurred had the non-Federal entity purchased the property.

(6) The rental of any property owned by any individuals or entities affiliated with the non-Federal entity, to include commercial or residential real estate, for purposes such as the home office workspace is unallowable.

§200.466 Scholarships and student aid costs.

(a) Costs of scholarships, fellowships, and other programs of student aid at IHEs are allowable only when the purpose of the Federal award is to provide training to selected participants and the charge is approved by the Federal awarding agency. However, tuition remission and other forms of compensation paid as, or in lieu of, wages to students performing necessary work are allowable provided that:

(1) The individual is conducting activities necessary to the Federal award;

(2) Tuition remission and other support are provided in accordance with established policy of the IHE and consistently provided in a like manner to students in return for similar activities conducted under Federal awards as well as other activities; and

(3) During the academic period, the student is enrolled in an advanced degree program at a non-Federal entity or affiliated institution and the activities of the student in relation to the Federal award are related to the degree program;

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(4) The tuition or other payments are reasonable compensation for the work performed and are conditioned explicitly upon the performance of necessary work; and

(5) It is the IHE's practice to similarly compensate students under Federal awards as well as other activities.

(b) Charges for tuition remission and other forms of compensation paid to students as, or in lieu of, salaries and wages must be subject to the reporting requirements in §200.430 Compensation—personal services, and must be treated as direct or indirect cost in accordance with the actual work being performed. Tuition remission may be charged on an average rate basis. See also §200.431 Compensation—fringe benefits.

§200.467 Selling and marketing costs.

Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421 Advertising and public relations.) are unallowable, except as direct costs, with prior approval by the Federal awarding agency when necessary for the performance of the Federal award.

§200.468 Specialized service facilities.

(a) The costs of services provided by highly complex or specialized facilities operated by the non-Federal entity, such as computing facilities, wind tunnels, and reactors are allowable, provided the charges for the services meet the conditions of either paragraphs (b) or (c) of this section, and, in addition, take into account any items of income or Federal financing that qualify as applicable credits under §200.406 Applicable credits.

(b) The costs of such services, when material, must be charged directly to applicable awards based on actual usage of the services on the basis of a schedule of rates or established methodology that:

(1) Does not discriminate between activities under Federal awards and other activities of the non-Federal entity, including usage by the non-Federal entity for internal purposes, and

(2) Is designed to recover only the aggregate costs of the services. The costs of each service must consist normally of both its direct costs and its allocable share of all indirect (F&A) costs. Rates must be adjusted at least biennially and must take into consideration over/under applied costs of the previous period(s).

(c) Where the costs incurred for a service are not material, they may be allocated as indirect (F&A) costs.

(d) Under some extraordinary circumstances, where it is in the best interest of the Federal government and the non-Federal entity to establish alternative costing arrangements, such arrangements may be worked out with the Federal cognizant agency for indirect costs.

§200.469 Student activity costs.

Costs incurred for intramural activities, student publications, student clubs, and other student activities, are unallowable unless specifically provided for in the Federal award.

§200.470 Taxes (including Value Added Tax).

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(a) For states, local governments, and Indian tribes:

(1) Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

(2) Gasoline taxes, motor vehicle fees, and other taxes that are in effect user fees for benefits provided to the Federal government are allowable.

(3) This provision does not restrict the authority of the Federal awarding agency to identify taxes where Federal participation is inappropriate. Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant agency for indirect costs may accept a reasonable approximation thereof.

(b) For nonprofit organizations and IHEs:

(1) In general, taxes which the non-Federal entity is required to pay and which are paid or accrued in accordance with GAAP, and payments made to local governments in lieu of taxes which are commensurate with the local government services received are allowable, except for:

(i) Taxes from which exemptions are available to the non-Federal entity directly or which are available to the non-Federal entity based on an exemption afforded the Federal government and, in the latter case, when the Federal awarding agency makes available the necessary exemption certificates,

(ii) Special assessments on land which represent capital improvements, and

(iii) Federal income taxes.

(2) Any refund of taxes, and any payment to the non-Federal entity of interest thereon, which were allowed as Federal award costs, will be credited either as a cost reduction or cash refund, as appropriate, to the Federal government. However, any interest actually paid or credited to a non-Federal entity incident to a refund of tax, interest, and penalty will be paid or credited to the Federal government only to the extent that such interest accrued over the period during which the non-Federal entity has been reimbursed by the Federal government for the taxes, interest, and penalties.

(c) Value Added Tax (VAT) Foreign taxes charged for the purchase of goods or services that a non-Federal entity is legally required to pay in country is an allowable expense under Federal awards. Foreign tax refunds or applicable credits under Federal awards refer to receipts, or reduction of expenditures, which operate to offset or reduce expense items that are allocable to Federal awards as direct or indirect costs. To the extent that such credits accrued or received by the non-Federal entity relate to allowable cost, these costs must be credited to the Federal awarding agency either as costs or cash refunds. If the costs are credited back to the Federal award, the non-Federal entity may reduce the Federal share of costs by the amount of the foreign tax reimbursement, or where the Federal award has not expired, use the foreign government tax refund for approved activities under the Federal award with prior approval of the Federal awarding agency.

§200.471 Termination costs.

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Termination of a Federal award generally gives rise to the incurrence of costs, or the need for special treatment of costs, which would not have arisen had the Federal award not been terminated. Cost principles covering these items are set forth in this section. They are to be used in conjunction with the other provisions of this part in termination situations.

(a) The cost of items reasonably usable on the non-Federal entity's other work must not be allowable unless the non-Federal entity submits evidence that it would not retain such items at cost without sustaining a loss. In deciding whether such items are reasonably usable on other work of the non-Federal entity, the Federal awarding agency should consider the non-Federal entity's plans and orders for current and scheduled activity. Contemporaneous purchases of common items by the non-Federal entity must be regarded as evidence that such items are reasonably usable on the non-Federal entity's other work. Any acceptance of common items as allocable to the terminated portion of the Federal award must be limited to the extent that the quantities of such items on hand, in transit, and on order are in excess of the reasonable quantitative requirements of other work.

(b) If in a particular case, despite all reasonable efforts by the non-Federal entity, certain costs cannot be discontinued immediately after the effective date of termination, such costs are generally allowable within the limitations set forth in this part, except that any such costs continuing after termination due to the negligent or willful failure of the non-Federal entity to discontinue such costs must be unallowable.

(c) Loss of useful value of special tooling, machinery, and equipment is generally allowable if:

(1) Such special tooling, special machinery, or equipment is not reasonably capable of use in the other work of the non-Federal entity,

(2) The interest of the Federal government is protected by transfer of title or by other means deemed appropriate by the Federal awarding agency (see also §200.313 Equipment, paragraph (d), and

(3) The loss of useful value for any one terminated Federal award is limited to that portion of the acquisition cost which bears the same ratio to the total acquisition cost as the terminated portion of the Federal award bears to the entire terminated Federal award and other Federal awards for which the special tooling, machinery, or equipment was acquired.

(d) Rental costs under unexpired leases are generally allowable where clearly shown to have been reasonably necessary for the performance of the terminated Federal award less the residual value of such leases, if:

(1) The amount of such rental claimed does not exceed the reasonable use value of the property leased for the period of the Federal award and such further period as may be reasonable, and

(2) The non-Federal entity makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of such lease. There also may be included the cost of alterations of such leased property, provided such alterations were necessary for the performance of the Federal award, and of reasonable restoration required by the provisions of the lease.

(e) Settlement expenses including the following are generally allowable:

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(1) Accounting, legal, clerical, and similar costs reasonably necessary for:

(i) The preparation and presentation to the Federal awarding agency of settlement claims and supporting data with respect to the terminated portion of the Federal award, unless the termination is for cause (see Subpart D—Post Federal Award Requirements of this part, §§200.338 Remedies for Noncompliance through 200.342 Effects of Suspension and termination); and

(ii) The termination and settlement of subawards.

(2) Reasonable costs for the storage, transportation, protection, and disposition of property provided by the Federal government or acquired or produced for the Federal award.

(f) Claims under subawards, including the allocable portion of claims which are common to the Federal award and to other work of the non-Federal entity, are generally allowable. An appropriate share of the non-Federal entity's indirect costs may be allocated to the amount of settlements with contractors and/or subrecipients, provided that the amount allocated is otherwise consistent with the basic guidelines contained in §200.414 Indirect (F&A) costs. The indirect costs so allocated must exclude the same and similar costs claimed directly or indirectly as settlement expenses.

§200.472 Training and education costs.

The cost of training and education provided for employee development is allowable.

§200.473 Transportation costs.

Costs incurred for freight, express, cartage, postage, and other transportation services relating either to goods purchased, in process, or delivered, are allowable. When such costs can readily be identified with the items involved, they may be charged directly as transportation costs or added to the cost of such items. Where identification with the materials received cannot readily be made, inbound transportation cost may be charged to the appropriate indirect (F&A) cost accounts if the non-Federal entity follows a consistent, equitable procedure in this respect. Outbound freight, if reimbursable under the terms and conditions of the Federal award, should be treated as a direct cost.

§200.474 Travel costs.

(a) *General.* Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of §200.444 General costs of government, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

(b) *Lodging and subsistence.* Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and

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otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award documentation must justify that:

(1) Participation of the individual is necessary to the Federal award; and

(2) The costs are reasonable and consistent with non-Federal entity's established travel policy.

(c)(1) Temporary dependent care costs (as a dependent is defined in 26 U.S.C. 152) above and beyond the regular dependent care that directly results from travel to conferences is allowable provided that:

(i) The costs are a direct result of the individual's travel for the Federal award;

(ii) The costs are consistent with the non-Federal entity's documented travel policy for all entity travel; and

(iii) Are only temporary during the travel period.

(2) Travel costs for dependents are unallowable, except for travel of duration of six months or more with prior approval of the Federal awarding agency. See also §200.432 Conferences.

(3) In the absence of an acceptable, written non-Federal entity policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)).

(d) *Commercial air travel.* (1) Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:

(i) Require circuitous routing;

(ii) Require travel during unreasonable hours;

(iii) Excessively prolong travel;

(iv) Result in additional costs that would offset the transportation savings; or

(v) Offer accommodations not reasonably adequate for the traveler's medical needs. The non-Federal entity must justify and document these conditions on a case-by-case basis in order for the use of first-class or business-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal government will generally not question a non-Federal entity's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-Federal entity can demonstrate that such airfare was not available in the specific case.

(e) *Air travel by other than commercial carrier.* Costs of travel by non-Federal entity-owned, -leased, or -chartered aircraft include the cost of the lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of

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such costs that exceeds the cost of airfare as provided for in paragraph (d) of this section is unallowable.

§200.475 Trustees.

Travel and subsistence costs of trustees (or directors) at IHEs and nonprofit organizations are allowable. See also §200.474 Travel costs.

View the electronic version of the Selected Principles of Cost online at http://www.ecfr.gov/cgi-bin/text-idx?SID=c284ea68c8b37a7362ee89dafb9f3d8e&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.e

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Term	Definition
Administrative Requirements	Administrative requirements mean matters common to grants in general, such as financial management, types, and frequency of reports, procurement, and property management and retention of records.
Advance Payment	Advance payment means a payment that a federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule before the non-Federal entity disburses the funds for program purposes.
Award	Award means financial assistance that provides support to accomplish a public purpose. Awards include grants and other agreements in the form of money or property instead of money, by the Federal government to an eligible recipient. The term does not include technical assistance, which provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies, or insurance; direct payments of any kind to individuals; and, contracts which are required to be entered into and administered under procurement laws and regulations.
Budget Period	Budget Period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
Closeout	Closeout means the process by which a federal awarding agency determines that all applicable administrative actions and all required work of the award was completed by the recipient and federal awarding agency. Closeout includes many actions including final reporting for the award, disposition of property and record retention requirements.
Computing Devices	Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting, and receiving, or storing electronic information. See also the definitions of supplies and information technology systems 2 CFR Part 200.1

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Term	Definition
Contract	Contract means, for the purpose of federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award.
Cost sharing	Cost sharing or "matching" means the value of the third party in-kind contributions and the portion of the costs of a federally assisted project or program not borne by the federal government.
Discretionary Awards	Discretionary award means an award in which the Federal awarding agency, in keeping with specific statutory authority that enables the agency to exercise discretion in selecting the recipient and/or the amount of Federal funding awarded through a competitive process, or based on the merit of proposals. A discretionary award may be selected on a non-competitive basis, as appropriate.
Equipment	Tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.
Expenditures	Expenditures mean charges made by a non-Federal entity to a project or program for which a federal award was received, reported on a cash or accrual basis, as long as the methodology is disclosed and is consistently applied. For reports prepared on a cash basis, expenditures are the sum of cash disbursements for direct charges for property and services, the amount of indirect expense charged, the value of third-party in-kind contributions applied, and the amount of cash advance payments and payments made to subrecipients. For reports prepared on an accrual basis, expenditures are the sum of cash disbursements for direct charges for property and services, the amount of indirect expense incurred, the value of third-party in-kind contributions applied, and the net increase or decrease in the amounts owed by the non-Federal entity for goods and other property received, services performed by employees, contractors, subrecipients, and other payees and programs for which no current services or performance are required such as benefit payments.

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Term	Definition
Fixed Amount Award	Fixed amount awards mean a type of grant or cooperative agreement under which the Federal awarding agency or pass-through entity provides a specific level of support without regard to actual costs incurred under the Federal award. Accountability is based primarily on performance and results. See § 200.333
Funding Opportunity	An announcement of open awards. Funding opportunities typically describe the award including the deadline date, funding amounts, award description, and other pertinent information.
Grant	An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible recipient. Grants do not require repayment.
Grant Life Cycle	Grant life cycle means the entire process of grant administration: applying for a grant, receiving a grant, managing a grant, and closing out a grant.
Indirect costs	Costs incurred by a grantee organization for common or joint objectives and which therefore cannot be identified specifically with a particular project or program.
Intellectual Property	Personal property is lacking a physical presence and deriving from creations of the mind, such as patents or copyrights.
Internal Controls	Internal controls mean the processes implemented by the organization to provide reasonable assurance about the effectiveness and efficiency of operations, reliability of reporting for internal and external use and compliance with applicable laws and regulations so that grant resources are protected from fraud and waste.
Local Government	A county, borough, municipality, city, town, township, parish, local public authority (including public housing agencies), school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other agency or instrumentality of a multi-, regional, or intra-state or local government.
Non-Discretionary Awards	Non-discretionary award means an award made by the Federal awarding agency to specific recipients in accordance with statutory, eligibility, and compliance requirements where the agency has no ability to exercise discretion. The award amount could be determined specifically or by formula.

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Term	Definition
Non-Federal Entity	Non-Federal entity means a state, local government, Indian tribe, institution of higher education or nonprofit organization that administers a Federal award as a recipient or subrecipient.
Obligations	Obligations, now called financial obligations, when referencing a recipient's or subrecipient's use of funds under a federal award, means orders placed for property and services, contracts and subawards made, and similar transactions that require payment during the same or a future period.
Pass-through Entity	Pass-through entity (PTE) means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
Period of Performance	Period of performance means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. Identification of the period of performance in the Federal award does not commit the awarding agency to fund the award beyond the currently approved budget period.
Personal Property	Property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.
Programmatic Requirements	Matters relevant on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.
Protected Personally Identifiable Information (Protected PII)	A person's first name or first initial and last name combined with one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, and criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.
Real Property	Land, including land improvements, structures, and appurtenances thereto, but excludes movable machinery and equipment.
Recipient	Recipient means a non-federal entity awarded a federal grant and held accountable for the use of the funds provided. The recipient is the entire legal entity even if only a particular component of the entity is designated in the award document.

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Term	Definition
Selected Items of Cost	Selected items of cost mean an itemized list of allowable costs contained 2 CFR Part 200 Subsections §200.420-200.476.
State	Any of the 50 states of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a state exclusive of local governments.
Subrecipient	Subrecipients are usually but not limited to non-Federal entities that receive a subaward from a pass-through entity to carry out part of a federal award but do not include an individual that is a beneficiary of such award.
Supplies	Supplies mean all tangible personal property other than those described in the definition of equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life.
Suspension	(1) Temporary withdrawal of the authority to obligate grant funds pending corrective action by the recipient or subrecipient or a decision to terminate the grant (2) An action taken by a suspending official in accordance with agency regulations implementing E.O. 12549 to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. (3) An action by a federal awarding agency that temporarily withdraws federal sponsorship under an award, pending corrective action by the recipient or pending a decision to terminate the award by the federal awarding agency.
Tribal Government	The governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community (including any native village as defined in Section 3 of the Alaska Native Claims Settlement Act, 85 Stat. 688) certified by the Secretary of the Interior as eligible for the special programs and services provided through the Bureau of Indian Affairs.

CFR...Code of Federal Regulations

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Staff Request for Commission Action

Tracking No. 212029

Full Commission Meeting Date: 11/17/22
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/7/22
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/14/2022	Debbie Jonscher, Alyse Villarreal	x5847, x5273	djonscher@wycokck.org, avillarreal@wycokck.org	Finance

Item Description:
A resolution authorizing the offering for sale of municipal temporary notes and general obligation bonds of the Unified Government of Wyandotte County/Kansas City, Kansas.

Action Requested:
Approval

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

Attachments List:
Sale Resolution - 2023 GO Bonds and Notes (UG)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS.

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer" or the "Unified Government") has previously authorized certain internal improvements described as follows (the "Improvements"):

Improvements to be Funded with General Obligation Bonds and/or Municipal Temporary Notes

CMIP	Project Name	Estimated Project Costs to be Financed
9410321	Annual Concrete Repair Program, 2021	$772,000
9410322	Annual Concrete Repair Program, 2022	$1,500,000
9410821	Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2021	$400,000
9410822	Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2022	$800,000
9410823	Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2023	$100,000
9410922	Fairfax Industrial Area Improvements, 2022	$100,000
9411020	Annual R/R Crossing Improvement, 2020	$150,000
9411022	Annual R/R Crossing Improvement, 2022	$150,000
9411122	Annual Pavement Preservation Program, 2022	$2,400,000
9411222	Annual Alley Improvement Program, 2022	$300,000
9420119	Annual Bridge Repair, 2019	$200,000
9420121	Annual Bridge Repair, 2021	$300,000
9420122	Annual Bridge Repair, 2022	$300,000
9430119	Annual Priority Traffic Signal Replacements, 2019	$800,000
9430120	Annual Priority Traffic Signal Replacements, 2020	$400,000
9430121	Annual Priority Traffic Signal Replacements, 2021	$400,000
9430122	Annual Priority Traffic Signal Replacements, 2022	$800,000
9430123	Annual Priority Traffic Signal Replacements, 2023	$150,000
9480122	Annual Elevator Upgrades, 2022	$500,000
9480222	Annual Facilities/Parking Annual Maintenance & Repair, 2022	$700,000
9480223	Annual Facilities/Parking Annual Maintenance & Repair, 2023	$100,000
9480320	Annual ADA Modif-UG Facilities, 2020	$100,000
9480321	Annual ADA Modif-UG Facilities, 2021	$100,000
9480322	Annual ADA Modif-UG Facilities, 2022	$100,000
9622141	Holiday Drive Bridge Replacements	$900,000

9622169	Bridge #223 (36th and Ohio Ave.) Replacement	$410,000
9622170	Bridge #210 (18th St.) over Turkey Creek	$150,000
9698013	Maintenance Facility Quarter Master Project	$1,500,000
9698085	Fire Station #20	$500,000
9698096	Turner Fire Station #16	$9,300,000
9698176	City Hall Structure Study and Stabilization	$5,500,000
9698228	PDHQ Chiller	$1,750,000
9701027	47th Street Complete Street Improvements, Rainbow to Mission	$700,000
9701054	Fiber Connectivity Projects	$1,000,000
9701059	Fairfax Trafficway	$800,000
9701072	6th St. Improvements, Ann Ave. to Central Ave.	$100,000
9701073	7th St./US-69 and Central Ave. Reconstruction	$700,000
9701609	Hutton & Leavenworth Road Intersection	$850,000
9701618	Hutton & Donahoo Rd Intersection Improvements	$350,000
9703037	Safe Routes to Schools-Phase G (Northwest Middle and Caruthers Elem.)	$435,000
9714425	WyCo Lake Waterline Study & Repair	$1,290,000
9717316	APX Radio Replacement Project	$5,300,000
9647827	McIntyre Settlement	$12,500,000
	NON-EXEMPT SUBTOTAL	**$55,657,000**
9460521	Annual Sanitary Sewer System Capacity Upgrades, 2021	$2,750,000
9460522	Annual Sanitary Sewer System Capacity Upgrades, 2022	$900,000
9636354	Annual Monitoring and Control Improvements, 2018-2020	$3,500,000
9460622	Annual Monitoring and Control Improvements, 2022	$1,000,000
9636309	Annual Wastewater System Renewal, 2022	$7,250,000
9460723	Annual Wastewater System Renewal, 2023	$250,000
9636311	Annual Overflow CSO Reduction Program, 2021-2022	$1,200,000
9460823	Annual Overflow CSO Reduction Program, 2023	$700,000
9636039	Relocation of Sewer Maintenance Facilities	$14,000,000
9636045	Kaw Point Bio solids Digestion	$13,700,000
9636047	Plant 20 Biosolids Dewatering	$3,500,000
9636048	Green Infrastructure Improvements	$67,000
9636056	Wolcott Expansion/Conner Creek	$12,102,000
9636131	Pump Station 18, 5, 4 Upgrade	$1,600,000
9636132	Pl 20 & 3 Equipment and Structural Rehab	$1,750,000
	SEWER SUBTOTAL	**$64,269,000**

9450221	Stream Bank Stabilization Improvements, 2021	$100,000
9450222	Stream Bank Stabilization Improvements, 2022	$100,000
9635317	Stormwater Enhancements, 2021	$300,000
9635067	Jersey Creek Naturalization	$100,000
	STORM SUBTOTAL	**$600,000**
	Total	**$120,526,000**

WHEREAS, it is necessary for the Issuer to provide cash funds to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of one or more series of temporary notes of the Issuer; and

WHEREAS, pursuant to Charter Ordinance No. CO-03-09*,* K.S.A. 75-6113, K.S.A. 75-6101 *et seq*., K.S.A. 10-1201 *et seq.,* K.S.A. 65-3321 *et seq*., and Article 12, Section 5 of the Constitution of the State of Kansas the Unified Government previously exercised its authority to issue and sell its general obligation bonds and/or temporary notes for the purpose of funding certain of the Improvements described herein; and

WHEREAS, the Issuer has previously issued $49,035,000 principal amount of Municipal Temporary Notes, Series 2022-I (the "Existing Notes"); and

WHEREAS, all aspects of the Improvements being financed with the temporary notes will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes and to temporarily finance a portion of the costs of the Improvements by the issuance of one or more series of additional temporary notes of the Issuer; and

WHEREAS, the Issuer desires to issue its general obligation bonds in one or more series in order to permanently finance a portion of the costs of the Improvements and to retire a portion of the Existing Notes which were issued to temporarily finance a portion of the costs of the Improvements; and

WHEREAS, the Issuer hereby selects the firm of Baker Tilly Municipal Advisors, LLC, Saint Paul, Minnesota ("Municipal Advisor"), as Municipal Advisor for one or more series of municipal temporary notes and one or more series of general obligation bonds of the Issuer, to be issued in order to provide funds to pay the costs of the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, acting Chief Financial Officer, and other officers and representatives of the Issuer to proceed with the offering for sale of said municipal temporary notes and general obligation bonds, and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said municipal temporary notes and bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, acting Chief Financial Officer, and other officers and representatives of the Issuer to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the

distribution thereof and all other preliminary action necessary to sell said municipal temporary notes and bonds.

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

Section 1. **General Obligation Financing Authorized.** The Issuer is hereby authorized to offer at competitive public sale one or more series of municipal temporary notes and one or more series of general obligation bonds to fund total project costs of approximately $120,526,000 plus interest and costs of issuance (collectively, the "Obligations") as described in the Notice of Sale to be prepared by officials and representatives of the Issuer, as authorized below. Such project costs may be paid through the issuance of tax-exempt or taxable Obligations.

Section 2. **Preliminary Official Statement.** The acting Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Obligations.

Section 3. **Notice of Bond Sale.** The acting Chief Financial Officer, in conjunction with the Municipal Advisor and Gilmore & Bell, P.C., Kansas City, Missouri ("Bond Counsel"), is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Wyandotte County, Kansas, and the ***Kansas Register*** and is hereby authorized to distribute copies of the Notice of Sale and Preliminary Official Statement relating to the Obligations to prospective purchasers of the Obligations. Bids for the purchase of the Obligations shall be submitted upon the terms and conditions set forth in said Notice of Sale, and shall be delivered to the governing body at its meeting to be held on the date of such sale, at which meeting the governing body shall review such bids and shall award the sale of the Obligations or reject all bids for a particular series of the Obligations.

Section 4. **Compliance with Federal Securities Laws.** For the purpose of enabling the purchaser(s) of the Obligations (collectively, the "Purchasers") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of the Preliminary Official Statement; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchasers to comply with the requirement of the Rule.

The Issuer agrees to provide to the Purchasers within seven business days of the date of the sale of Obligations or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchasers, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchasers to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. **Further Authority.** The Mayor/Chief Executive, acting Chief Financial Officer, Clerk and the other officers and representatives of the Issuer, Bond Counsel and the Municipal Advisor are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Obligations.

Section 6. **Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the governing body on November 17, 2022.

(SEAL)

_____
Mayor/Chief Executive Officer

ATTEST:

_____
Clerk

Approved as to form:

_____
Office of Chief Counsel

Staff Request for Commission Action

Tracking No. 212114

Full Commission Meeting Date: 11/17/22
Committee: Full Commission

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

Publication Required: Yes 11/24/2022

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/09/2022	James Bain	x5077	jbain@wycokck.org	Legal

Item Description:

Project Name: Pump Station 15 Abandonment – CMIP 0520

The Commission adopted Resolution No. R-2-21, declaring the project to be a necessary, valid public improvement project and authorizing a survey to identify and describe the property to be acquired. The project is looking for a gravity alternative to the pump station 15 as its force main is connected to the pump station 50 force main which will be abandoned next year as part of the new interceptor to Wolcott WWTP. The Ordinance directs the Chief Counsel to commence legal proceedings to acquire the property described in the survey and necessary for the project. The location of the project is North 106th Street and Georgia Ave., submitted by James Bain, Assistant Counsel.

Action Requested:

To approve the ordinance.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

3. Ordinance.PS 15

(Published _____)

ORDINANCE NO._____

AN ORDINANCE condemning land for the construction, maintenance, operation, reconstruction, and improvements of the **Pump Station 15 Abandonment – (CMIP 0520),** all in Wyandotte County, Kansas; and directing the Chief Counsel to institute proceedings as provided by law to acquire said land in this ordinance described by condemnation proceedings.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE COUNTY/KANSAS CITY KANSAS

Section 1. The following described land is hereby condemned and appropriated to the Unified Government of Wyandotte County/Kansas City Kansas for the construction, maintenance, operation, reconstruction and improvements. This project is looking for gravity alternative to the pump station 15 as its force main is connected to pump station 50 force main which will be abandoned next year as part of the new interceptor to Wolcott WWTP. The location of the project is North 106th Street and Georgia Ave., all in Wyandotte County, Kansas to-wit:

Tract No. 1 – Parcel ID No. 246400
Fee Owner: Westmore Downs Homes Association
10616 Rowland Avenue
Kansas City, Kansas 66109

Permanent Easement No. 1:

A Permanent Easement, being part of the Tract described by the Warranty Deed recorded under Book 3444, at Page 554, of the Wyandotte County, Kansas records, and being part of the Pool & Recreation Site, Lot 1, a Replat of Tract A Westmore Downs, a subdivision in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West Quarter corner of said Section 35;

Thence along the North line of the Southwest Quarter of said Section 35, North 88°04’36” East, 135.63 feet;

Thence leaving said North line, South 01°55’24” East, 90.09 feet, to a point of intersection of the South line of a 15 foot Utility, Drainage and Sewer Easement and the East line of a 30 foot Drainage and Utility Easement as shown on said Pool and Recreation Plat, the point of beginning;

Thence from the point of beginning, along said South line, along a curve to the left, having an initial tangent bearing of South 87°48’45” East, a radius of 5794.58 feet and an arc length of 22.83 feet;

Thence leaving said South line, South 00°12’41” East, 57.37 feet, to a point on the East line of said 30 foot Drainage and Utility easement;

Thence along said East line, North 23°58’37” West, 29.10 feet;

Thence continuing along said East line, North 19°30’38” West, 33.53 feet, to the point of beginning, containing 692 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Permanent Easement No. 2:

A Permanent Easement, being part of the Tract described by the Warranty Deed recorded under Book 3444, at Page 554, of the Wyandotte County, Kansas records, and being part of the Pool & Recreation Site, Lot 1, a Replat of Tract A Westmore Downs, a subdivision in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West Quarter corner of said Section 35;

Thence along the North line of the Southwest Quarter of said Section 35, North 88°04’36” East, 117.52 feet;

Thence leaving said North line, South 01°55’24” East, 132.23 feet, to a point on the West line of a 30 foot Drainage and Utility Easement as shown on said Pool and Recreation Plat, the point of beginning;

Thence from the point of beginning, along said West line, South 23°58’37” East, 93.62 feet, to a point on the North line of a 15 foot Utility, Drainage and Sewer Easement as shown on said Pool and Recreation Plat;

Thence along said North line, South 88°22’11” West, 38.10 feet;

Thence leaving said North line, North 00°01’26” East, 86.63 feet, to the point of beginning, containing 1,649 square feet, more or less.

Subject to all easements and restrictions of record.

Tract No. 2 – Parcel ID No. 947003
Fee Owner: Jack and Sharon Ulrich
2761 Hutton Road
Kansas City, Kansas 66109

Permanent Easement:
A Permanent Easement, being part of the Tract described by the Quit Claim Deed recorded under Document Number 2022R-06424, of the Wyandotte County, Kansas records, said easement being located in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West Quarter corner of said Section 35;

Thence along the West line of said Section 35, North 01°40’40” West, 26.76 feet;

Thence leaving said West line, North 88°19’20” East, 121.80 feet, to a point on the North Right-of-Way line of Georgia Avenue, as now established, the point of beginning;

Thence from the point of beginning, leaving said Right-of-Way line, North 00°12’41” West, 29.42 feet;

Thence North 31°57’50” East, 347.32 feet;

Thence North 01°40’56” West, 51.39 feet, to a point on the North line of the Tract described by said Quit Claim Deed;

Thence along the North line of said Tract, North 88°00’42” East, 14.69 feet, to the Northeast corner of said Tract;

Thence along the East line of said Tract, South 01°40’40” East, 101.60 feet;

Thence leaving said East line, South 31°57’50” West, 302.18 feet;

Thence South 00°12’41” East, 19.58 feet, to a point on the North Right-of-Way line of said Georgia Avenue;

Thence along the said Right-of-Way line, along a curve to the right, having and initial tangent bearing of North 87°59’39” West, a radius of 5,679.58 feet and an arc length of 40.04 feet, to the point of beginning, containing 15,095 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement:

A Temporary Construction Easement, being part of the Tract described by the Quit Claim Deed recorded under Document Number 2022R-06424, of the Wyandotte County, Kansas records, said easement being located in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West Quarter corner of said Section 35;

Thence along the West line of said Section 35, North 01°40’40” West, 23.70 feet;

Thence leaving said West line, North 88°19’20” East, 161.74 feet, to a point on the North Right-of-Way line of Georgia Avenue, as now established, the point of beginning;

Thence from the point of beginning, leaving said Right-of-Way line, North 00°12’41” West, 19.58 feet;

Thence North 31°57’50” East, 302.18 feet, to a point on the East line of the Tract described by said Quit Claim Deed;

Thence along the East line of said Tract, South 01°40’40” East, 54.15 feet;

Thence leaving said East line, South 31°57’50” West, 248.45 feet;

Thence South 00°12’41” East, 12.01 feet, to a point on the North Right-of-Way line of said Georgia Avenue;

Thence along said Right-of-Way line along a curve to the right, having and initial tangent bearing of North 88°17’49” West, a radius of 5,679.58 feet and an arc length of 30.02 feet, to the point of beginning, containing 8,734 square feet, more or less.

Subject to all easements and restrictions of record.

Tract No. 3 – Parcel ID No. 945301
Fee Owner: MB Legends
2707 N 105th St.
Kansas City, Kansas 66109

Permanent Easement:
A Permanent Easement, being part of the Tract described by the Special Warranty Deed recorded under Document Number 2020R-19743, of the Wyandotte County, Kansas records, said Tract being located in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West Quarter corner of said Section 35;

Thence along the West line of said Section 35, North 01°40'40" West, 295.19 feet;

Thence leaving said West line, North 88°19'20" East, 329.65 feet, to a point on the West line of the Tract described by said Special Warranty Deed, the point of beginning;

Thence from the point of beginning, along the West line of said Tract, North 01°40'40" West, 1030.66 feet, to the Northwest corner of said Tract;

Thence along the North line of said Tract, North 88°05'38" East, 135.90 feet;

Thence leaving said North line, South 19°19'23" West, 308.71 feet;

Thence South 01°40'56" East, 704.96 feet;

Thence South 31°57'50" West, 45.70 feet, to the point of beginning, containing 41,495 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement:
A Temporary Construction Easement, being part of the Tract described by the Special Warranty Deed recorded under Document Number 2020R-19743, of the Wyandotte County, Kansas records, said Tract being located in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West Quarter corner of said Section 35;

Thence along the West line of said Section 35, North 01°40'40" West, 241.04 feet;

Thence leaving said West line, North 88°19'20" East, 329.65 feet, to a point on the West line of the Tract described by said Special Warranty Deed, the point of beginning;

Thence from the point of beginning, along the West line of said Tract, North 01°40'40" West, 54.15 feet;

Thence leaving the West line of said Tract, North 31°57'50" East, 45.70 feet;

Thence North 01°40'56" West, 704.96 feet;

Thence North 19°19'23" East, 308.71 feet, to a point on the North line of said Tract;

Thence along the North line of said Tract, North 88°05'38" East, 32.18 feet;

Thence leaving the North line of said Tract, South 19°19'23" West, 314.80 feet;

Thence South 01°40'56" East, 708.46 feet;

Thence South 31°57'50" West, 99.85 feet, to the point of beginning, containing 32,737 square feet, more or less.

Subject to all easements and restrictions of record.

Tract No. 4 – Parcel ID No. 296653
Fee Owner: MB Legends
10601 Russell Avenue
Kansas City, Kansas 66109

Permanent Easement No. 1:
A Permanent Easement, being part of the Tract described by the Special Warranty Deed recorded under Document Number 2020R-19743, of the Wyandotte County, Kansas records, said Tract being part of Tract N-2, New Market, Phase 1, a subdivision in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 35;

Thence along the West line of said Section 35, South 01°40’40” East, 262.75 feet;

Thence leaving said West line, North 88°19’20” East, 683.13 feet, to a point on the Northwest line of a 26 foot Utility Easement as shown on said New Market, the point of beginning;

Thence from the point of beginning, leaving said Northwest line, North 41°38’32” West, 84.91 feet, to a point on the South Right-of-Way line of Leavenworth Road, as now established;

Thence along said South Right-of-Way line, North 88°06’44” East, 21.42 feet, to the Westerly line of a 27 foot Utility Easement as shown on said New Market;

Thence along said Westerly line, South 44°11’53” East, 71.15 feet, to the intersection of said Westerly line and said Northwesterly line;

Thence along said Northwesterly line, South 47°58’27” West, 19.64 feet, to the point of beginning, containing 1,398 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Permanent Easement No. 2:

A Permanent Easement, being part of the Tract described by the Special Warranty Deed recorded under Document Number 2020R-19743, of the Wyandotte County, Kansas records, said Tract being part of Tract N-2 and Tract 6, New Market, Phase 1, a subdivision in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 35;

Thence along the West line of said Section 35, South 01°40’40” East, 296.09 feet;

Thence leaving said West line, North 88°19’20” East, 684.05 feet, to a point on the Southeasterly line of a 26 foot Utility Easement as shown on said New Market, the point of beginning;

Thence from the point of beginning, along said Southeasterly line, North 47°58’27” East, 53.52 feet, to the intersection of said Southeasterly line with the Southwesterly line of a 15 foot Utility Easement as shown on said New Market;

Thence leaving said Southeasterly and said Southwesterly lines, South 00°23’08” East, 414.55 feet;

Thence South 19°29’51” West, 503.74 feet;

Thence South 19°19’23” West, 189.70 feet, to the South line of said Tract N-2;

Thence along the South line of said Tract N-2, South 88°05’38” West, 42.91 feet;

Thence leaving the South line of said Tract N-2, North 19°19’23” East, 205.29 feet;

Thence North 17°36’51” East, 194.23 feet;

Thence North 64°53’26” West, 36.26 feet, to a point on the South line of said Tract 6;

Thence along the South line of said Tract 6, South 88°17’44” West, 4.53 feet, to the Southwest corner of said Tract 6;

Thence along the West line of said Tract 6, North 01°42’15” West, 44.00 feet, to the Northwest corner of a Drainage Easement as shown on said New Market;

Thence along the North line of said Drainage Easement, North 88°17’44” East, 67.16 feet;

Thence leaving the North line of said Drainage Easement, North 19°29’51” East, 235.44 feet;

Thence North 00°23’08” West, 371.98 feet, to the point of beginning, containing 47,277 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 1:

A Temporary Construction Easement, being part of the Tract described by the Special Warranty Deed recorded under Document Number 2020R-19743, of the Wyandotte County, Kansas records, said Tract being part of Tract N-2 and Tract 6, New Market, Phase 1, a subdivision in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 35;

Thence along the West line of said Section 35, South 01°40’40” East, 1,324.55 feet, to the Westerly Extension of the South line of said Tract N-2;

Thence leaving said West line and along the South line of said Tract N-2 and its Westerly prolongation, North 88°05’38” East, 465.55 feet, the point of beginning;

Thence from the point of beginning, leaving said South line, North 19°19’23” East, 189.70 feet;

Thence North 19°29’51” East, 503.74 feet;

Thence North 00°23’08” West, 414.55 feet, to a point of intersection of the Southeasterly line of a 26 foot Utility Easement and the Southwesterly line of a 15 foot Utility Easement as shown on said New Market;

Thence along the Southwesterly line of said 15 foot Utility Easement, South 44°11’53” East, 31.32 feet, to the Southerly point of said 15 foot Utility Easement;

Thence along the South line of said 15 foot Utility Easement, North 45°48’07” East, 11.53 feet;

Thence leaving the South line of said 15 foot Utility Easement, South 00°23’08” East, 405.19 feet;

Thence South 19°29’51” West, 508.95 feet;

Thence South 19°19’23” West, 178.00 feet, to a point on the south line of said Tract N-2;

Thence along the South line of said Tract N-2, South 88°05’38” West, 32.18 feet, to the point of beginning, containing 32,821 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 2:

A Temporary Construction Easement, being part of the Tract described by the Special Warranty Deed recorded under Document Number 2020R-19743, of the Wyandotte County, Kansas records, said Tract being part of Tract 6, New Market, Phase 1, a subdivision in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 35;

Thence along the West line of said Section 35, South 01°40’40” East, 887.54 feet;

Thence leaving said West line, North 88°19’20” East, 533.46 feet, to the southeast corner of a 10 foot Utility Easement and the North line of a 24 foot Drainage Easement as shown on said New Market, the point of beginning;

Thence from the point of beginning, leaving said Southeast corner and said North line, North 35°14’22” East, 196.41 feet;

Thence South 19°29’51” West, 168.37 feet, to a point on the North line of said Drainage Easement;

Thence along the North line of said Drainage Easement, South 88°17’44” West, 57.16 feet, to the point of beginning, containing 4,486 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 3:

A Temporary Construction Easement, being part of the Tract described by the Special Warranty Deed recorded under Document Number 2020R-19743, of the Wyandotte County, Kansas records, said Tract being part of Tract N-2, New Market, Phase 1, a subdivision in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 35;

Thence along the West line of said Section 35, South 01°40’40” East, 271.47 feet;

Thence leaving said West line, North 88°19’20” East, 754.40 feet, to a point on the Northeast line of a 15 foot Utility Easement as shown on said New Market, the point of beginning;

Thence from the point of beginning, along the Northeast line of said 15 foot Utility Easement and the Northeast line of a 27 foot Utility Easement, North 44°11’53” West, 100.43 feet, to a point on the South Right-of-Way line of Leavenworth Road, as now established;

Thence along said South Right-of-Way line, North 88°06’44” East, 33.45 feet;

Thence leaving said South Right-of-Way line, South 41°54’19” East, 54.44 feet;

Thence South 00°23’24” East, 32.59 feet, to the point of beginning, containing 1,830 square feet, more or less.

Subject to all easements and restrictions of record.

Tract No. 5 – Parcel ID No. 947005
Fee Owner: Jack and Sharon Ulrich, Trustee
2741 Hutton Road
Kansas City, Kansas 66109

Permanent Easement:
A Permanent Easement, being part of the Tract described by the Kansas Warranty Deed recorded under Book 3567, Page 569, of the Wyandotte County, Kansas records, said Tract being located in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West quarter corner of said section 35;

Thence along the West line of said Section 35, North 01°40'40" West, 395.01 feet to a point on the South line of the Tract described by said Kansas Warranty Deed;

Thence along the South line of said Tract, North 88°00'42" East, 316.10 feet, the point of beginning;

Thence from the point of beginning, leaving the South line of said Tract, North 01°19'06" West, 405.52 feet to a point on the North line of said Tract;

Thence along the North line of said Tract, North 88°06'44" East, 11.01 feet to the Northeast corner of said Tract;

Thence along the East line of said Tract, South 01°40'40" East, 405.48 feet to the Southeast corner of said Tract;

Thence along the South line of said Tract, South 88°00'42" West, 13.56 feet to the point of beginning, containing 4,981 square feet, more or less.

Subject to all easements and restrictions of record.

Tract No. 6 – Parcel ID No. 945302
Fee Owner: Hutton Road Partners, LLC
10655 Leavenworth Road
Kansas City, Kansas 66109

Permanent Easement:

A Permanent Easement, being part of the Tract described by the Kansas Warranty Deed recorded under Document Number 2017R-14672, of the Wyandotte County, Kansas records, said Tract being located in Section 35, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the West quarter corner of said section 35;

Thence along the West line of said Section 35, North 01°40'40" West, 801.06 feet to a point on the South line of the Tract described in said Kansas Warranty Deed;

Thence along the South line of said Tract, North 88°06'44" East, 321.40 feet, the point of beginning;

Thence from the point of beginning, leaving the South line of said Tract, North 01°42'15" West, 523.57 feet;

Thence North 88°05'38" East, 8.49 feet to the Northeast corner of said Tract;

Thence along the East line of said Tract, South 01°40'40" East, 523.58 feet to the Southeast corner of said Tract;

Thence along the South line of said Tract, South 88°06'44" West, 8.25 feet to the point of beginning, containing 4,382 square feet, more or less.

Subject to all easements and restrictions of record.

Tract No. 16 – Parcel ID No. 945402

Fee Owner: Shirley Wilson
3200 N. 107th St.
Kansas City, Kansas 66109

Permanent Easement:

A Permanent Easement, being part of the Tract described by the Warranty Deed recorded under Book 4686, at Page 431, of the Wyandotte County, Kansas records, said Tract being part of the Southwest Quarter of Section 26, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Southwest corner of said Section 26;

Thence along the West line of said Section 26, North 01°49’17” West, 934.80 feet;

Thence leaving said West line, North 88°10’43” East, 20.00 feet, to a point on the East Right-of-Way line of North 107th Street (Per Road Record Book B, Page 424, dated April 10, 1873), the point of beginning;

Thence from the point of beginning, along said East Right-of-Way line, North 01°49’17” West, 997.92 feet;

Thence leaving said East Right-of-Way line, South 82°41’39” East, 35.04 feet;

Thence South 00°46’46” East, 954.34 feet;

Thence South 84°48’19” East, 146.55 feet;

Thence South 59°40’04” East, 262.08 feet;

Thence South 49°40’01” East, 179.47 feet;

Thence South 21°44’05” West, 151.86 feet;

Thence South 32°49’53” East, 278.95 feet;

Thence South 23°56’15” East, 126.46 feet, to a point on the North Right-of-Way line of Leavenworth Road, as now established;

Thence along said North Right-of-Way line, South 65°25’50” West, 40.00 feet;

Thence leaving said North Right-of-Way line, North 23°56’15” West, 123.79 feet;

Thence North 32°49’53” West, 296.47 feet;

Thence North 21°44’05” East, 143.75 feet;

Thence North 49°40’01” West, 147.23 feet;

Thence North 59°40’04” West, 249.66 feet;

Thence North 84°48’19” West, 150.08 feet, to the point of beginning, containing 70,282 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 1:

A Temporary Construction Easement, being part of the Tract described by the Warranty Deed recorded under Book 4686, at Page 431, of the Wyandotte County, Kansas records, said Tract being part of the Southwest Quarter of Section 26, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Southwest corner of said Section 26;

Thence along the West line of said Section 26, North 01°49'17" West, 1932.72 feet;

Thence leaving said West line, North 88°10'43" East, 20.00 feet, to a point on the East Right-of-Way line of North 107th Street (Per Road Record Book B, Page 424, dated April 10, 1873), the point of beginning;

Thence from the point of beginning, along said East Right-of-Way line, North 01°49'17" West, 30.38 feet;

Thence leaving said East Right-of-Way line, South 82°41'39" East, 65.90 feet;

Thence South 00°46'46´East, 953.36 feet;

Thence South 84°48'19" East, 126.22 feet;

Thence South 59°40'04" East, 271.39 feet;

Thence South 49°40'01" East, 203.65 feet;

Thence South 21°44'05" West, 145.04 feet;

Thence South 81°20'53" East, 133.78 feet;

Thence South 32°05'39" East, 75.53 feet;

Thence South 09°52'05" West, 164.58 feet;

Thence South 23°56'15" East, 116.52 feet, to a point on the North Right-of-Way line of Leavenworth Road, as now established;

Thence along said North Right-of-Way line, South 65°25'50" West, 30.00 feet;

Thence leaving said North Right-of-Way line, North 23°56’15” West, 126.46 feet;

Thence North 32°49’53” West, 278.95 feet;

Thence North 21°44’05” East, 151.86 feet;

Thence North 49°40’01” West, 179.47 feet;

Thence North 59°40’04” West, 262.08 feet;

Thence North 84°48’19” West, 146.55 feet;

Thence North 00°46’46” West, 954.34 feet;

Thence North 82°41’39” West, 35.04 feet, to the point of beginning, containing 84,809 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 2:

A Temporary Construction Easement, being part of the Tract described by the Warranty Deed recorded under Book 4686, at Page 431, of the Wyandotte County, Kansas records, said Tract being part of the Southwest Quarter of Section 26, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Southwest corner of said Section 26;

Thence along the West line of said Section 26, North 01°49’17” West, 934.80 feet;

Thence leaving said West line, North 88°10’43” East, 20.00 feet, to a point on the East Right-of-Way line of North 107th Street (Per Road Record Book B, Page 424, dated April 10, 1873), the point of beginning;

Thence from the point of beginning, leaving said East Right-of-Way line, South 84°48’19” East, 150.08 feet;

Thence South 59°40’04” East, 249.66 feet;

Thence South 49°40’01” East, 147.23 feet;

Thence South 21°44’05” West, 31.65 feet;

Thence North 49°40’01” West, 154.70 feet;

Thence North 59°40’04” West, 240.35 feet;

Thence North 84°48’19” West, 139.70 feet, to a point on said East Right-of-Way line;

Thence along said East Right-of-Way line, North 01°49’17” West, 30.23 feet, to the point of beginning, containing 16,226 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 3:

A Temporary Construction Easement, being part of the Tract described by the Warranty Deed recorded under Book 4686, at Page 431, of the Wyandotte County, Kansas records, said Tract being part of the Southwest Quarter of Section 26, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Southwest corner of said Section 26;

Thence along the West line of said Section 26, North 01°49’17” West, 551.32 feet;

Thence leaving said West line, North 88°10’43” East, 433.05 feet, to the point of beginning;

Thence from the point of beginning, South 32°49’53” East, 294.49 feet;

Thence South 23°56’15” East, 31.97 feet;

Thence North 78°06’33” West, 142.86 feet;

Thence North 34°22’56” West, 87.43 feet;

Thence North 05°23’46” East, 175.86 feet, to the point of beginning, containing 22,444 square feet, more or less.

Subject to all easements and restrictions of record.

Tract No. 17 – Parcel ID No. 945502
Fee Owner: Gary and Christina Strub
3803 N. 107th St.
Kansas City, Kansas 66109

Permanent Easement:
A Permanent Easement, being part of the Tract described by the Warranty Deed recorded under Book 3885, at Page 141, of the Wyandotte County, Kansas records, said Tract being part of the Northwest Quarter of Section 26, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 26;

Thence along the West line of said Section 26, South 01°42'21" East, 883.26 feet;

Thence leaving said West line, North 88°17'39" East, 68.73 feet, to a point on the East Right-of-Way line of North Hutton Road (Per Hutton Road Plans dated 1956), the point of beginning;

Thence from the point of beginning, leaving said East Right-of-Way line, North 60°19'32" East, 12.75 feet, to a point on the South line of an existing 20 foot Sewer Easement as described in Book 3187, at Page 13;

Thence along the South line of said 20 foot Sewer Easement, North 65°55'42" East, 149.86 feet to a point on the South line of a 10 foot Sewer Easement as described in Book 2669, at Page 569;

Thence along the South line of said 10 foot Sewer Easement, South 56°36'32" East, 11.30 feet;

Thence continuing along the South line of said 10 foot Sewer Easement, North 81°47'38" East, 43.28 feet;

Thence leaving the South line of said 10 foot Sewer Easement, South 60°19'32" West, 206.05 feet, to a point on said East Right-of-Way line;

Thence along said East Right-of-Way line, North 01°52'57" West, 9.14 feet;

Thence continuing along said East Right-of-Way line, South 88°07'03" West, 20.00 feet;

Thence continuing along said East Right-of-Way line, North 01°52'57" West, 26.15 feet, to the point of beginning, containing 6,044 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 1:

A Temporary Construction Easement, being part of the Tract described by the Warranty Deed recorded under Book 3885, at Page 141, of the Wyandotte County, Kansas records, said Tract being part of the Northwest Quarter of Section 26, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 26;

Thence along the West line of said Section 26, South 01°42'21" East, 883.26 feet;

Thence leaving said West line, North 88°17'39" East, 68.73 feet, to a point on the East Right-of-Way line of North Hutton Road (Per Hutton Road Plans dated 1956), the point of beginning;

Thence from the point of beginning, along said East Right-of-Way line, North 01°52'57" West, 33.29 feet;

Thence leaving said East Right-of-Way line, North 60°19'32" East, 179.99 feet;

Thence South 29°40'28" East, 54.66 feet, to a point on the North line of a 10 foot Sewer Easement as described in Book 2669, at Page 569, also being a point on the South line of a 20 foot Sewer Easement as described in Book 3187, at Page 13;

Thence along the North line of said 10 foot Sewer Easement and the South line of said 20 foot Sewer Easement, South 81°37'32" West, 26.76 feet;

Thence leaving the North line of said 10 foot Sewer Easement and continuing along the South line of said 20 foot Sewer Easement, South 65°55'42" West, 158.58 feet;

Thence leaving the South line of said 20 foot Sewer Easement, South 60°19'32" West, 12.75 feet, to the point of beginning, containing 7,259 square feet, more or less.

Subject to all easements and restrictions of record.

AND

Temporary Easement No. 2:

A Temporary Construction Easement, being part of the Tract described by the Warranty Deed recorded under Book 3885, at Page 141, of the Wyandotte County, Kansas records, said Tract being part of the Northwest Quarter of Section 26, Township 10 South, Range 23 East, in the City of Kansas City, Wyandotte County, Kansas, and being more particularly described as follows:

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

Commencing at the Northwest corner of said Section 26;

Thence along the West line of said Section 26, South 01°42'21" East, 918.49 feet;

Thence leaving said West line, North 88°17'39" East, 88.84 feet, to a point on the East Right-of-Way line of North Hutton Road (Per Hutton Road Plans dated 1956), the point of beginning;

Thence from the point of beginning, leaving said East Right-of-Way line, North 60°19'32" East, 206.05 feet, to a point on the South line of a 10 foot Sewer Easement as described in Book 2669, at Page 569;

Thence along the South line of said 10 foot Sewer Easement, North 81°47'38" East, 81.97 feet;

Thence leaving the South line of said 10 foot Sewer Easement, South 60°19'32" West, 298.15 feet, to a point on said East Right-of-Way line;

Thence along said East Right-of-Way line, North 01°52'57" West, 33.91 feet, to the point of beginning, containing 7,563 square feet, more or less.

Subject to all easements and restrictions of record.

Section 2. It is hereby found that the costs of this project will be paid from CMIP 0520.

Section 3. The Chief Counsel of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby ordered and directed forthwith to commence proceedings for the acquisition of the above described property and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property.

Section 4. This ordinance shall take effect and be in force after its passage, approval and publication in the official County, newspaper, The Wyandotte Echo.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____ DAY OF _____, 2022.

_____
Mayor Tyrone Gardner

_____
Unified Government Clerk

_____
Approved as to form:
E. James Bain
Assistant Counsel

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT

ONE McDOWELL PLAZA 701 NORTH 7TH STREET, 66101 (913) 573-5400
FAX (913) 573-5435

November 7, 2022

Mr. Brett A. Deichler, PMP CMP
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **REPLAT OF SWAN LAKE ADDITION LOT 77**

Dear Mr. Deichler

Please be advised that the Engineering Division has reviewed the attached plat of REPLAT OF SWAN LAKE ADDITION LOT 77 located at 4431 N. 124TH TERR being developed by Curt & Jennifer Vogel

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, P.S.
County Surveyor

Troy Shaw
Digitally signed by Troy Shaw
Date: 2022.11.07 14:22:10 -06'00'

Troy Shaw, P.E.
County Engineer

Attachments

Replat of Swan Lake Addition Lot 77

LEGAL DESCRIPTION:

The following legal description was prepared by J. Paul Maurin the IV on June 28, 2022.

Lot 2A, REPLAT OF ADNEY ACRES LOT2, a subdivision of land in Kansas City, Wyandotte County, Kansas, except any part in roads.
AND
Lot 77, Second Addition to Swan Lake Addition, a subdivision of land in Kansas City, Wyandotte County, State of Kansas. As recorded in Book 5522, Page 425 and 426 on 06/02/2008 In the Wyandotte County, Kansas Register of Deeds Office.

More particularly described as follows:

(Note: For course orientation the bearings in the description are based on the North line of said Lot 2, ADNEY ACRES, having a bearing of South 89° 12' 41" East as determined by GPS observations referenced to the Kansas State Plane Coordinate System, North Zone, NAD83.)

Beginning at the Northwesterly Corner of Lot 77, Swan Lake Addition; thence South 62° 03' 59" East a distance of 140.00 feet to the Northwesterly Corner of Lot 2A Replat of Adney Acres Lot 2, thence South 89° 12' 41" East a distance of 291.96 feet; thence South 7° 46' 48" West a distance of 96.88 feet; thence South 87° 56' 01" a distance of 396.28 feet, thence North 2° 03' 59" West a distance of 180.00 feet to the Point of Beginning.

Containing 46,744 Square feet or 1.073 Acres

GENERAL NOTES:

1. All bearings are based on Kansas State Plane North NAD83.

2. Per agreement with the Client, this surveyor has not searched the Wyandotte County, Kansas Register of Deeds Office, the Wyandotte County District Court, or any Wyandotte County records for any easements, encumbrances, condemnations, court decrees, vacations, ordinances, or any other encumbrances which may affect the subject property. Easements or other encumbrances may exist on this property and the Client should research the same prior to constructing any improvements.

3. Only platted easements are noted. No other encumbrances (including, but not limited to setbacks and easements) are shown. Additional easements and other encumbrances may exist on this property, and the Client should research the same prior to constructing any improvements. No encumbrances or easements were provided by the Client.

4. The following recorded plat was used:

   a) Adney Acres & Swan Lake Addition.

5. Only visible utilities and visible evidence of underground utilities were located for this survey. Additional underground utilities may exist on the premises. It is the excavator's responsibility to have any utilities located before digging.

6. According to the Flood Insurance Rate Map "FIRM" Community Panel 20209C0036D, Effective Date September 2, 2011, this property is located in Flood Zone X, Area of Minimal Flood Hazard.

Plat Dedication:

The undersigned owners of the land described hereon have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "Replat of Swan Lake Addition Lot 77"

Execution:

IN TESTIMONY WHEREROF: Lenny J. Zimmerman and Judy L. Zimmerman Husband and Wife, owners of the above described Parcel have caused this instrument to be executed so that Lot 77 Swan Lake Addition and Lot 2A, Replat of Adney Acres Lot 2 are divided as shown on this Replat in Kansas City, Wyandotte County, Kansas, can be divided in the manner shown hereon this ___ day of July, 2022.

_____
Lenny J. Zimmerman

_____
Judy L. Zimmerman

Acknowledgment:

State of Kansas)
County of Wyandotte)

Be it remembered that on this ___ day of July, 2022, before me appeared Lenny J. Zimmerman and Judy L. Zimmerman to me personally known, who, after being duly sworn, did say that they are the owners of the Parent Parcel and they executed this instrument as their free act and deed.

_____
Signature of Notary

_____
Printed Name of Notary

My Commission Expires:

Approvals:

This plat of "Replat of Swan Lake Addition Lot 77" has been submitted to and approved by the Planning Commission for the Unified Government of Wyandotte County / Kansas City, Kansas
this ___ day of July, 2022.

_____
Jeff Carson, Chairman

_____
Gunnar H. Hand, Planning Director

The dedications shown hereon are accepted by the Commissioners of the Unified Government of Wyandotte County / Kansas City, Kansas, this _____ day of July, 2022

_____
David Alvey, Mayor/CEO

_____
Bridgette Cobbins, Unified Government Clerk

This survey has been reviewed for filing, pursuant to K.S.A. 58-2003, 58-2005, and 58-2011, for content only and is in compliance with those provisions. No other warranties are extended or implied.

_____
Brent E. Thompson, County Surveyor
KS PLS 1277

Recommended for approval by the County Engineer, this ____ day of July, 2022.

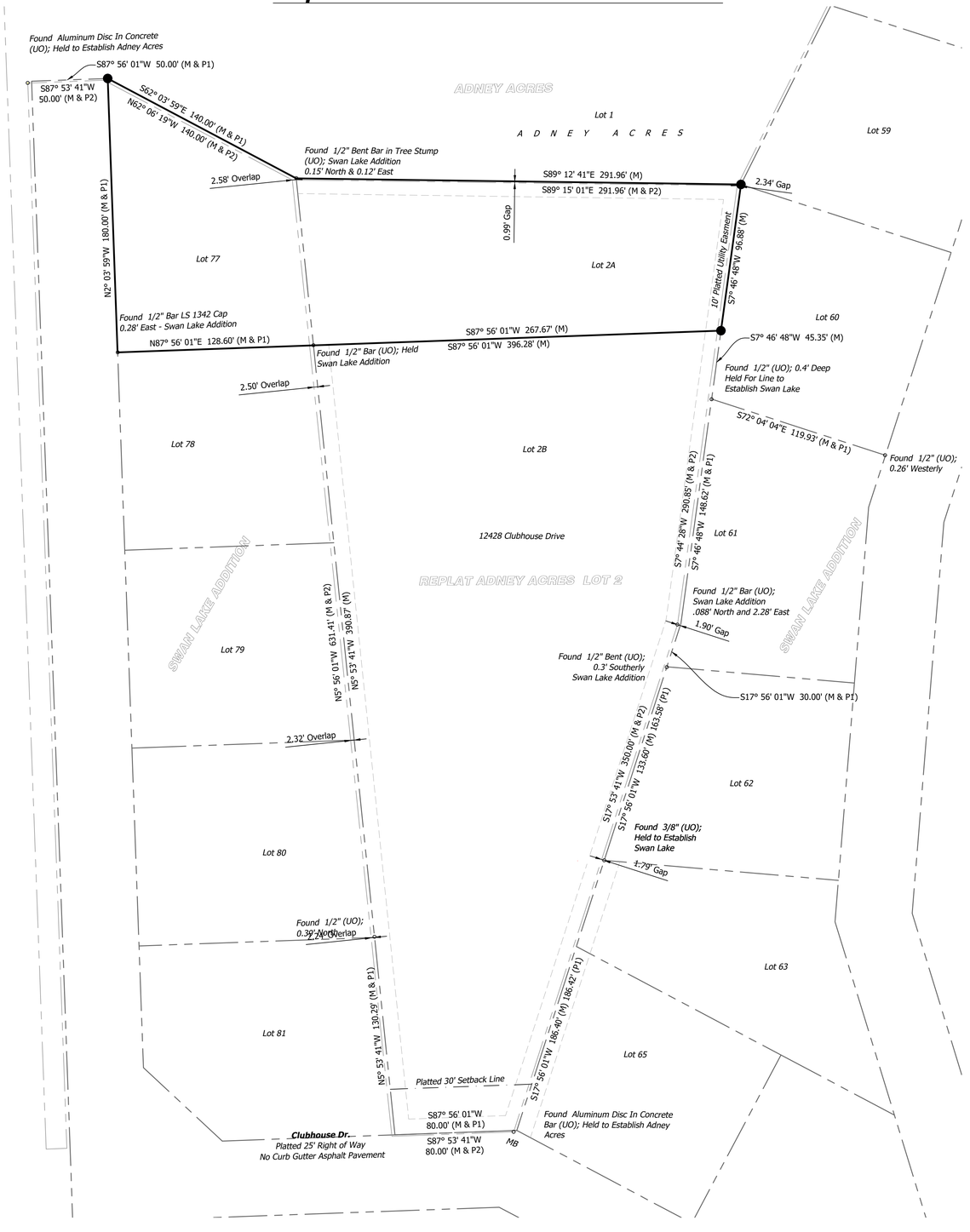
_____
Troy Shaw P.E., Wyandotte County Engineer

STATE OF KANSAS
COUNTY OF WYANDOTTE

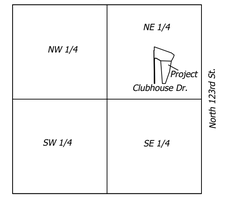
This is to certify that this instrument was filed for record in the Register of Deeds Office on this ____ day of July, 2022, at _____ o'clock and is duly recorded.

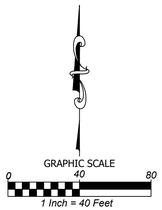
_____
Nancy Burns, Register of Deeds

_____
Susie Nelson, Deputy Register of Deeds



LOCATION MAP (NTS)
20-10-23
Kansas City, Wyandotte County, Kansas





LEGEND:

- ● Set 1/2" Bar & CLS 276 Cap
- ○ Found Monument of Unknown Origin Unless Noted
- M Measured Distance
- P1 Plat Distance (Swan Lake Addition)
- P2 Plat Distance (Adney Acres 2nd Addition)
- 8' Wraught Iron

SURVEYORS CERTIFICATION :
THIS IS TO CERTIFY that on 03-29-2022 this survey was made by me or under my direct supervision and that said survey meets or exceeds the "KANSAS MINIMUM STANDARDS" for boundary surveys pursuant to K.S.A. 74-7013(d).

DWG # 22--021
PROJECT # 22--021
REVISION #
DRAWN BY: JPM
DRAWN ON: 3/30/2022
SHEET # 1 OF 1

CLIENT INFORMATION:
Lenny J. and Judy L. Zimmerman
4431 N. 124th Ter.
Kansas City, Ks 66109

PROJECT:
Replat Swan Lake Addition Lot 77
4431 N. 124th Ter.
Kansas City, Ks 66109

MAURIN & SONS
LAND SURVEYING & CONSULTING SERVICES, LLC
14503 HEMLOCK STREET
OVERLAND PARK, KANSAS 66223
P. 913-428-1760
WEB: MAURINANDSONS.COM | EMAIL: INFO@MAURINANDSONS.COM

REV. #	DRAWN	DATE	DESCRIPTION

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT

ONE McDOWELL PLAZA 701 NORTH 7TH STREET, 66101 (913) 573-5400
FAX (913) 573-5435

November 7, 2022

Mr. Brett A. Deichler, PMP CMP
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **REPLAT OF ADNEY ACRES LOT 2**

Dear Mr. Deichler

Please be advised that the Engineering Division has reviewed the attached plat of REPLAT OF ADNEY ACRES LOT 2 located at 19428 Clubhouse Drive being developed by Curt & Jennifer Vogel

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, P.S.
County Surveyor

Troy Shaw Digitally signed by Troy Shaw
Date: 2022.11.07 14:22:56 -06'00'

Troy Shaw, P.E.
County Engineer

Attachments

Replat of Adney Acres Lot 2

LEGAL DESCRIPTION:

The following legal description was prepared by J. Paul Maurin the IV on June 28, 2022.

Lot 2, ADNEY ACRES, a subdivision of land in Kansas City, Wyandotte County, Kansas, except any part in roads. As recorded in Document No. 2021R-04445 on 03/12/2021 In the Wyandotte County, Kansas Register of Deeds Office.

More particularly described as follows:

(Note: For course orientation the bearings in the description are based on the North line of said Lot 2, ADNEY ACRES, having a bearing of South 89° 12' 41" East as determined by GPS observations referenced to the Kansas State Plane Coordinate System, North Zone, NAD83.)

Beginning at the Northwesterly Corner of Lot 2, ADNEY ACRES subdivision; thence South 89° 12' 41" East, along the North line of said Lot 2, a distance of 291.96 feet; thence South 07° 46' 48" West a distance of 290.85 feet; thence South 17° 46' 48" West a distance of 350.00 feet; thence South 87° 56' 01" West a distance of 80.00 feet; thence North 05° 53' 41" West a distance of 631.41 feet to the Point of Beginning.

Containing 125,139 Square feet or 2.873 Acres

GENERAL NOTES:

1. All bearings are based on Kansas State Plane North NAD83.

2. Per agreement with the Client, this surveyor has not searched the Wyandotte County, Kansas Register of Deeds Office, the Wyandotte County District Court, or any Wyandotte County records for any easements, encumbrances, condemnations, court decrees, vacations, ordinances, or any other encumbrances which may affect the subject property. Easements or other encumbrances may exist on this property and the Client should research the same prior to constructing any improvements.

3. Only platted easements are noted. No other encumbrances (including, but not limited to setbacks and easements) are shown. Additional easements and other encumbrances may exist on this property, and the Client should research the same prior to constructing any improvements. No encumbrances or easements were provided by the Client.

4. The following recorded plat was used:

   a) Adney Acres & Swan Lake Addition.

5. Only visible utilities and visible evidence of underground utilities were located for this survey. Additional underground utilities may exist on the premises. It is the excavator's responsibility to have any utilities located before digging.

6. According to the Flood Insurance Rate Map "FIRM" Community Panel 20209C0036D, Effective Date September 2, 2011, this property is located in Flood Zone X, Area of Minimal Flood Hazard.

7. Existing Utility Easement to be vacated by this replat. Easement described as follows: The Westerly 10.00 feet of Lot 2A Replat of Adney Acres Lot 2.

Plat Dedication:

The undersigned owners of the land described hereon have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "Replat of Adney Acres Lot 2"

Execution:

IN TESTIMONY WHEREROF: Norman C. Vogel II a/k/a N. Curtis Vogel II and Jennifer A. Vogel Husband and Wife, owners of the above described Parcel have caused this instrument to be executed so that Lot 2 Adney Acres is divided as shown on this Replat in Kansas City, Wyandotte County, Kansas, can be divided in the manner shown hereon this ___ day of July, 2022.

_____
Norman C. Vogel II a/k/a N. Curtis Vogel II

_____
Jennifer A. Vogel

Acknowledgment:

State of Kansas)
County of Wyandotte)

Be it remembered that on this ___ day of July, 2022, before me appeared Norman C. Vogel II a/k/a N. Curtis Vogel II, Jennifer A. Vogel, to me personally known, who, after being duly sworn, did say that they are the owners of the Parent Parcel and they executed this instrument as their free act and deed.

_____
Signature of Notary

_____
Printed Name of Notary

My Commission Expires:

Approvals:

This plat of "Replat of Adney Acres Lot 2" has been submitted to and approved by the Planning Commission for the Unified Government of Wyandotte County / Kansas City, Kansas this ___ day of July, 2022.

_____
Jeff Carson, Chairman

_____
Gunnar H. Hand, Planning Director

The dedications shown hereon are accepted by the Commissioners of the Unified Government of Wyandotte County / Kansas City, Kansas, this _____ day of July, 2022

_____
David Alvey, Mayor/CEO

_____
Bridgette Cobbins, Unified Government Clerk

This survey has been reviewed for filing, pursuant to K.S.A. 58-2003, 58-2005, and 58-2011, for content only and is in compliance with those provisions. No other warranties are extended or implied.

_____
Brent E. Thompson, County Surveyor
KS PLS 1277

Recommended for approval by the County Engineer, this ____ day of July, 2022.

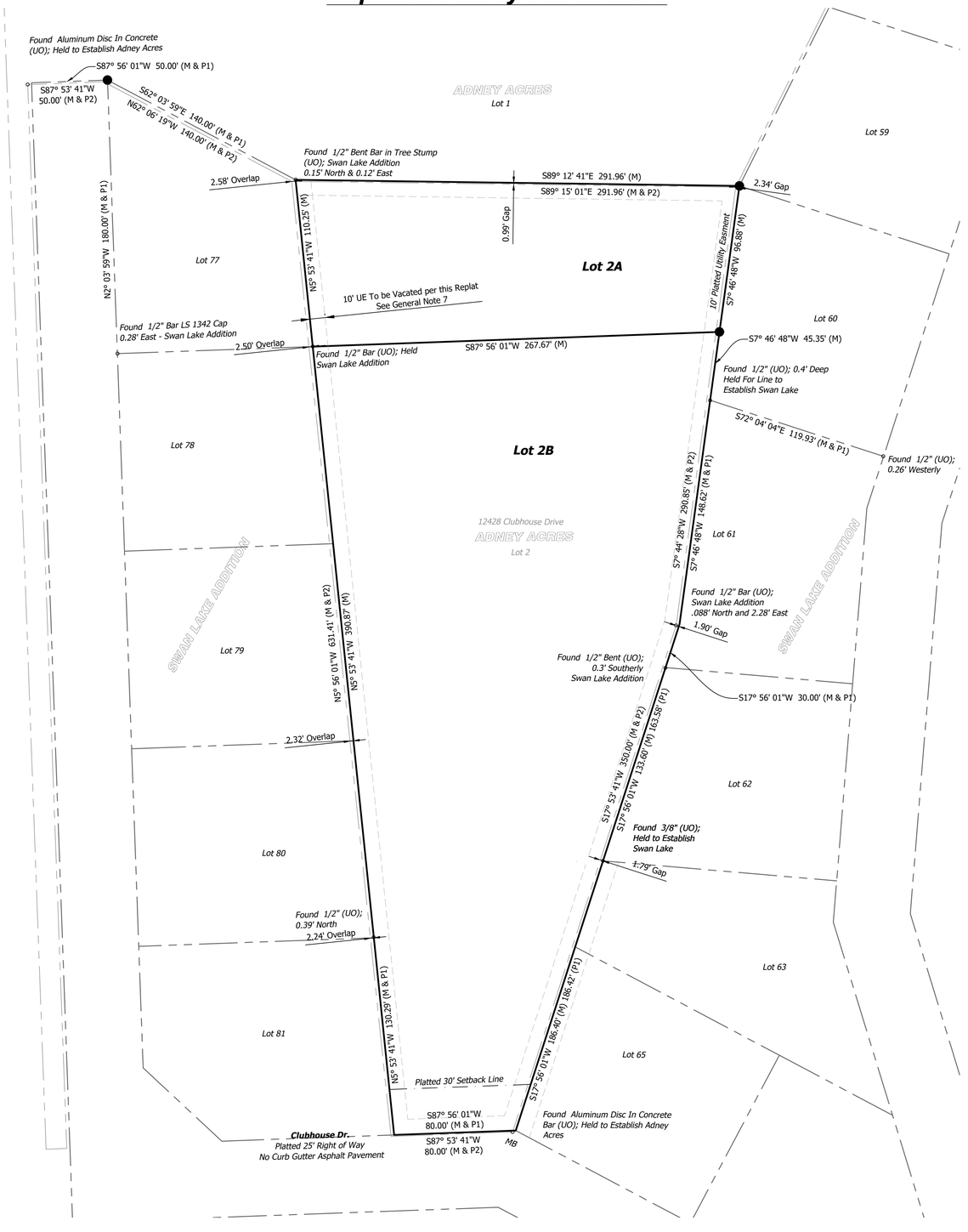
_____
Troy Shaw P.E., Wyandotte County Engineer

STATE OF KANSAS
COUNTY OF WYANDOTTE

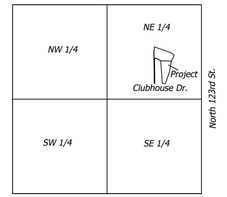
This is to certify that this instrument was filed for record in the Register of Deeds Office on this ____ day of July, 2022, at _____ o'clock and is duly recorded.

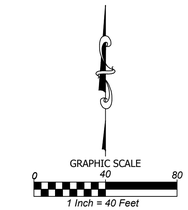
_____
Nancy Burns, Register of Deeds

_____
Susie Nelson, Deputy Register of Deeds



LOCATION MAP (NTS)
20-10-23
Kansas City, Wyandotte County, Kansas





LEGEND:

- ● Set 1/2" Bar & CLS 276 Cap
- ○ Found Monument of Unknown Origin Unless Noted
- M Measured Distance
- P1 Plat Distance (Swan Lake Addition)
- P2 Plat Distance (Adney Acres 2nd Addition)
- 8' Wraught Iron

SURVEYORS CERTIFICATION :
THIS IS TO CERTIFY that on 03-29-2022 this survey was made by me or under my direct supervision and that said survey meets or exceeds the "KANSAS MINIMUM STANDARDS" for boundary surveys pursuant to K.S.A. 74-7013(d).

JOB/ WO. # 22--021
PROJECT # 22--021
REVISION #
DRAWN BY: JPM
DRAWN ON: 3/30/2022
SHEET # 1 OF 1

CLIENT INFORMATION:
Norman C. & Jennifer A. Vogel
12428 Clubhouse Drive
Kansas City, Ks 66109

PROJECT:
Replat Lot 2 Adney Acres
12428 Clubhouse Drive
Kansas City, Ks 66109

MAURIN & SONS
LAND SURVEYING & CONSULTING SERVICES, LLC
14503 HEMLOCK STREET
OVERLAND PARK, KANSAS 66223
P. 913-428-1760
WEB: MAURINANDSONS.COM | EMAIL: INFO@MAURINANDSONS.COM

REV. #	DRAWN	DATE	DESCRIPTION

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS SPECIAL SESSION, THURSDAY, OCTOBER 27, 2022
CITY OF KANSAS CITY, KS)

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, October 27, 2022, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. Johnson, Commissioner Fourth District; was absent. The following officials were also in attendance: Cheryl Harrison-Lee, Interim County Administrator; Misty Brown, Chief Legal Counsel; Brett Deichler, Interim County Administrator; Daniel Soptic, Sheriff; Monica L. Sparks, Acting Unified Government Clerk; and Reginald Lindsey, Budget Director.

Mayor Garner said before I call this meeting to order, I want to announce that we have individuals attending remotely as well as on-site. All participants joining by phone should mute their phones when not speaking to avoid background noise. During the meeting, please make sure that you announce yourself by name and title every time you speak so the public that is participating knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

MAYOR GARNER called the meeting to order.

ROLL CALL: Markley, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Kane, Garner.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, October 27, 2022. An Executive Session to be conducted in person for consultation with Legal Counsel regarding litigation will be

at 5:00 p.m. in the 5th floor conference room, followed at 6:00 p.m. by a Special Session for a presentation regarding the Sheriff's Office salary funding.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Garner said at this time the Commission will go into Executive Session for consultation with Legal Counsel regarding litigation.

Commissioner McKiernan made a motion, seconded by Commissioner Markley, for the Commission to go into Executive Session until 6:00 p.m. in the fifth floor conference room to consult with our attorneys to discuss confidential matters related to pending claims and litigation, as permitted under the Kansas Open Meetings Act; and that staff designated by the County Administrator be present to participate in the discussion, and that we reconvene in open session at 6:00 p.m. here in the 5th floor conference room. Roll call was taken on the motion and there were nine "Ayes," Markley, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Kane.

Present for the Executive Session relating to pending claims and litigation: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO presiding. **Staff present:** Cheryl Harrison-Lee, Interim County Administrator; Misty Brown, Chief Legal Counsel; Ryan Denk, Outside Counsel for Labor Negotiations; Sheriff Soptic (entering at 5:20 p.m.) and Joni Cole, Sheriff Legal Advisor (entering at 5:20 p.m.).

Commissioner Ramirez made a motion to adjourn from the Executive Session at 6:00 p.m., seconded by Commissioner Kane. Roll call was taken and there were nine "Ayes," Markley, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Kane.

Special Session – 6:02 p.m.

Mayor Garner reconvened the Special Session at 6:02 p.m. for a presentation regarding the Sheriff's Office salary funding.

Cheryl Harrison-Lee, Interim County Administrator, said Finance staff has been working with the Sheriff as a follow-up to some of the comments that were made during the budget session. The Sheriff will be presenting, his team will be presenting, what they anticipate are their ask for additional funding to be closer to what we have with our other law enforcement staff and then we will talk to you about some options for funding that.

Daniel Soptic, Sheriff, said I will just read some prepared remarks and then we can kind of go from there. I would like to thank the Mayor and the Commission for this opportunity to come back in front of this group. I would also like to thank the Commission for their continued support of the Sheriff's Office. Finally, I would like to thank all of the staff that worked hard to put all this information together and to include Legal, Finance, and the County Administrator's Office.

We came before the Commission twice during the budget process in an attempt to implement a plan to achieve pay parity between the sworn of the Sheriff's Office and the Kansas City, Kansas Police Department. During those presentations I felt that you all were fairly receptive to the proposal in some form or fashion. However, due to many different procedural issues, there was never any action taken and, therefore, the adjustment was not made in the budget.

I'm back before you today to insist that a resolution to the salary disparity between the Sheriff's Office and the Police Department please be resolved tonight. I understand that the budget process was a very labor intensive process for the Commission and tough decisions had to be made and I can appreciate the work that you guys put into that.

The staffing at the Sheriff's Office continues to be a problem. As of today the Sheriff's Office has a vacancy rate of over 30% between my Deputy and Correctional Specialists. If we think money will completely fix our staffing issue, that is unreasonable. It does; however, put the

Sheriff's Office in more of a position to compete with surrounding agencies. With agencies like the Johnson County Office offering huge salary increases, not making this adjustment puts us that much further behind. You have to remember, we don't always fight the recruiting of applicants, we also fight the retention of our current employees that could go elsewhere.

I refuse to lower the standards that I have for this job and we must pay our current employees what they are worth and recognize that by being competitive with their salaries. When you lower the hiring standards, you play a dangerous game and that's not something I'm willing to do and I think we all know that all too well.

When I was sworn in as Sheriff here in Wyandotte County I accepted the responsibility to uphold the statutes of the State of Kansas and specifically the three that outline the responsibilities that I have and, obviously, it takes staff to make this happen. I have faith that this Commission will make a decision tonight that will not only show your commitment to the men and women of the Sheriff's Office, but it will also show your willingness to accurately fund the Sheriff's Office in a way that gives me the tools to best position the Sheriff's Office to serve the citizens of Wyandotte County. My ultimate goal is to attract, hire, and retain quality applicants, quality deputies, and I think that we all know all too well what happens when I can't do that.

That is my prepared remarks. I don't want to go too far out of my lane, but I guess I can at least kind of explain my ask.

So, when I originally came to you I was asking for 100% parity between us and the KCKPD. After it didn't get put in, you know I'm a numbers guy, as you guys have had to be through this whole budget season, so I went back and looked at just what it looked like. I knew what 100% looked like and I talked to my recruiting staff and I talked to others. My proposal here tonight is a 95% parity and let me explain why I've changed that.

I recognize the difficulties that the Unified Government is having. I recognize the difficulties in getting the budget put together and passed. I also recognize that there are things that we offer at the Sheriff's Office that the Police Department does and I'm willing to put some of that burden back on my recruiting staff to make up that 5%. After rerunning the numbers at 95%, it did make a significant difference impact wise on what that required. I also hope that shows this Commission my willingness to work with and be a part of everything that we have going on in the Unified Government.

You know, the statutes that govern what I do are pretty clear about what I have to do and that's what I'm here to try to accomplish, but at the same time, I want a relationship that my predecessor fostered with this governing body, the ones that were here and the new ones that have come in. I want to continue with that and I will do everything in my power to make that happen. I hope that this shows my willingness to do that. So, that's the first ask.

The second ask is more out of necessity because of the first one. So, what the first ask will cause is an already compressed pay between myself and my Undersheriff and down the line. My pay is set by statute—sorry, ordinance/resolution and so when we adjust my staff, it's going to put everything else way out of whack and make the staff below me, and in some cases, make more than me. So, the second ask is a resolution/ordinance also correcting my pay and the Undersheriff's pay to, again, mirror that 95% number. That is my ask of the Commission.

I'll let Misty or whoever from Finance kind of carry the rest of the discussion forward. I guess my final ask would be, as it relates to those two, is that those two items, the two resolutions be taken forward and added to your 7:00 meeting for, hopefully, approval. I'm here for any questions.

Cheryl Harrison-Lee, Interim County Administrator, said if there are no questions, we do have Mr. Lindsey here from Finance if you would like for us to move maybe to the finance component.

County General Fund Forecast
2022-2027
Including Sheriff's Office Compensation Realignment

County General Fund	2022 Amended Budget	2023 Approved Budget	2024 Forecast	2025 Forecast	2026 Forecast	2027 Forecast
TOTAL REVENUES	$ 76,691,702	$ 77,827,782	$ 80,835,292	$ 84,776,332	$ 88,763,131	$ 92,936,109
TOTAL EXPENSES	$ 78,204,310	$ 81,556,050	$ 84,654,407	$ 87,829,889	$ 91,269,471	$ 94,822,772
51a: Sheriff's Office Compensation Realignment		$ 1,292,581	$ 1,344,284	$ 1,398,055	$ 1,544,851	$ 1,606,645
Net Change in Fund Balance	$ (1,512,608)	$ (3,728,268)	$ (3,819,115)	$ (3,053,557)	$ (2,506,340)	$ (1,886,663)
Cash Basis Ending Fund Balance	$ 12,399,236	$8,670,963	$4,851,848	$1,798,290	($708,049)	($2,594,713)
ACFR Ending Fund Balance	$ 15,440,254	$11,711,987	$7,892,872	$4,839,314	$2,332,975	$446,311
Reserve % of Expenditures	19.74%	14.36%	9.32%	5.51%	2.56%	0.47%
Fund Balance 17% Target	*$13,294,733*	*$13,864,528*	*$14,391,249*	*$14,931,081*	*$15,515,810*	*$16,119,871*

Reginald Lindsey, Budget Director, said the current financial summary on the screen includes the Sheriff's Office compensation realignment and basically what we have is the 2022 Amended Budget, the 2023 Budget that we approved, and then we have forecasts going from 2024 to 2027. We have in the middle of the page the Sheriff's Office Compensation Realignment. As Sheriff Soptick said, he would shoulder the cost in the 2022 Amended Budget, so there's no cost there for the Sheriff's realignment in 2022, but in 2023 we do have a $1.3M number that does have an impact on the 2023 Budget that we approved, so it does push the number up to $81.5M. The number that we did approve back on September 15th was $80M—$80.2M, so when we approved that budget we did have a 16% fund balance. Our target is a 17% fund balance, so with adding this additional $1.3M, our fund balance is now 14% and we are at $11M for our fund balance for actual-wise.

Then what we approved, just to give you an idea, we had a $13M fund balance and so as we go out to 2024, we do see the impact. There is a little over $1.3M for 2024, and then out to 2025 the Sheriff's compensation does go up to almost $1.4M. In 2026, it is $1.5M and in 2027, it is $1.6M. Just some of the things that I'll point out is, when we get to the 2026 forecast, the cash basis ending fund balance does go into the negative. We would definitely have to balance this budget out at that time and then some of the other things that I will point out, in 2024 and 2025 we are—we're already below the 17% fund balance, but the fund balance did drop from where we originally forecast when we approved the budget on September 15th. So in 2024 we are at a 9% fund balance which we were at a 12% and then in 2025 we were at 10% fund balance and we have dropped to almost 6%.

Those are some of the key things about the financial statement and the impact of Sheriff Soptic's proposal.

Commissioner Stites said so the difference in 95% and 100% was what amount? **Chief Soptic** said 100% was about 2.2. **Commissioner Stites** said 2.2 starting in '23. What would be the impact—like we have this 1.3 starting in 2023 if it was funded at 100%, and I'm going into why I'm asking 100% in a second, but what would those numbers look like if it was at 100% and do we have that and now I'll go into why I'm asking that.

I appreciate you taking the step to make this easier to swallow, but I don't know why we would tell Sheriff's sworn deputies that you're going to earn less than the counterpart at the Police

Department. If we're closing the gap, then let's close the gap 100%, not 95%, not 96, not 98, we're equal and I think that's how we've got to view it. Yeah, it has an impact, but we're still saying in a sense, you're less than the Kansas City, Kansas Police Department is being paid, you're doing the same job. So, Reggie, if you have that or if you don't, I would like to have it later on. That's all I have right now.

Commissioner Markley said I don't disagree with getting to the mark 100%. I do recognize there's a budget reality that we may need to ease from the 95 to 100% over a couple of years instead of the first year. I will suggest, and this is a little more complicated suggestion, because some of us in the room are more familiar with the situation than others, but I suggest we consider funding a portion of the 2023 amount using the $3.1M in ARPA dollars that we left unallocated. Obviously, not all $3.1M, but a portion of this $1.2M could come from that. I say that because we set that aside for housing related projects, but I don't think that we have a housing related project that is shovel ready enough for us to expend the money within the federal deadline. So, this is a project that I did discuss with Erica. It would be fundable through that source and we would obviously be able to spend it within the deadline if we used it for this purpose. That doesn't save us from having to deal with the budget implications in the outyears because that's a one-time expenditure, but it pushes out the date when we reach the bad numbers for the fund balance. So, I think that's a possibility that we should consider for the 2023 amount.

Commissioner Bynum said sorry, are you suggesting that we fund the entire $1.29M? **Commissioner Markley** said I think we could or any derivative of that. **Commissioner Bynum** said just asking in general. Part of me wonders if we could fund a portion of '23 and a portion of '24 and stretch that money a little longer. **Commissioner Markley** said but then do we meet the deadline problem. **Commissioner Bynum** said I don't remember the deadline, but I thought it was like '25, '26, but I could be way wrong on that.

Commissioner Townsend said let me say, Sheriff, I appreciate your position and coming forward to grapple with this parity issue. What I am concerned about and would not be prepared to do just seeing these numbers right now is to vote on something tonight. I don't know if this is going to be blue sheeted or if that was the intention, but I for one would need more time to look this over.

I would not be in favor of using ARPA dollars right now as we sit here for this. We did extensive community engagement and paying public servants out of this money was never anticipated or talked about, not that you all are not deserving, but I for one could not support that right now.

My other concern is not just the short run, but the long-term ability to pay and if part of what the Sheriff is asking is 95% or parity of whatever our police officers are getting, I'm not sure that we've actually come to terms of what that's going to be yet. So my concern is that these numbers would not be the same until there's a determination of final determination about that.

Sheriff, I appreciate your situation, want to continue to try to look it out, but I'm certainly one not prepared to take any kind of action on it tonight if that's what we're proposing be done.

The other question I have, Sheriff, you had also come to us about a program that was a lot less. Is that still on the table, is that still your ask? **Sheriff Soptic** said that program starts up—we're finalizing the details for that and that'll be up in January. **Commissioner Townsend** asked, has that already been included in the budget. Was that already part of our—**Sheriff Soptic** said it's already in my budget and one thing I should have been a little more clear to, the resolution that relates to this tonight, is only a resolution of support to meet that 95% and so I think how that gets done is probably a discussion to be had, but it's a resolution to support to get us there. That's my ask tonight.

Commissioner Townsend said I appreciate that clarification. I still have the same reservations though tonight.

Commissioner Kane asked, didn't the Sheriff in Johnson County sue the Commission? The Commission finally woke up and said we're going to go ahead and give this much money, correct? **Sheriff Soptic** said I don't want to speak out of turn. From what I understand of the situation, he just reminded them of his statutory obligation and authority. **Commissioner Kane** said and that's my point. We have an obligation. There are things written in there that we have to supply the Sheriff with the appropriate amount of whatever it is and I don't—he won't go that route, but I don't want him to think he would have to go that route and then public safety is a priority to our residents. If we can't keep people here or we train them up and get them going and then they go to Johnson County and make a hell of a lot more money, so I would support the modification and maybe we don't have to vote on it tonight, but I think we need to give him what he needs to perform his job and the rest of his crew.

Commissioner Davis said, Sheriff, thank you so much and when we met we had really good discussions and I'm glad to see that the recommendation that I made is up for discussion. I agree with Commissioner Townsend. I'll explain this to some of my colleagues. As far as the ARPA money, it's one-time money. It's money that's going to be gone. I would rather see that money, because it's a one-time, go to make a long-term impact. I think there's an argument that could be made that if we were to use ARPA to pay for one year and then not necessarily solve this issue long term, are we really saying that there's parity or that you're as valuable because we've not made that long-term commitment.

My thinking is if we're going to go this route, let's go this route; however, I do have a question. Is there a reason why we didn't send this to standing committee and kind of go through this process? Is there a time limit on this? **Sheriff Soptic** said not as much a time limit as, you know, we continue to lose staff and every day that I can't—you know you mentioned Johnson County, Commissioner, you do get that—I'm going to use the word, wow factor, I guess, you're able to show those that hey, this is what we now offer. This is what we can now do. It's a competitive world. Everybody, I think, knows that. Anybody that owns a business, goes to a business, you know, we're no different and so it's just every day we wait, that's another applicant that I've possibly lost, an employee that I'm possibly losing and so for me it is timely. I can't say that there's an expiration date, but that's why I tried to do this during the budget process and even in that time, we've lost employees.

Commissioner Davis said I'm sorry, I've had a hard time hearing you talking over here. **Sheriff Soptic** said if I could add something, I apologize, our staffing numbers are—you know, it's not like we've just gotten a little short. I mean we're definitely at some extremely dangerous levels and so there is some fire behind me to get it done, so it's definitely timely.

Commissioner Davis said what I would like to see, because I do think Commissioner Townsend brings up a good point, what we may want to do is find a way that is sustainable. My worry with this and I guess, Mayor, I'll just ask you. What commitment can we get to get the Sheriff back on the agenda to kind of figure this out in a way that's a little bit more methodical, not necessarily putting in red tape. I mean sitting on Economic Development & Finance—I mean we could see this next month and maybe get some recommendations on budget adjustments from other county departments and maybe see if we have some cost savings and things that we said that

we were going to spend money on that we're not so that we can make the adjustment and so that we can ease that burden, but give Sheriff Soptic the assurance that this is going to go through.

I do agree with Commissioner Townsend and I actually want to apologize to you, Sheriff, because the way that we did our budget should not have been standard practice and I've met with other commissioners. We're going to start talking about the 2024 Budget next month because you should have—we should have had you come to us earlier so that we can weigh your priorities and your needs with everything else and make a methodical decision. Mayor, can we get that commitment from you to kind of see this through for Sheriff. Okay, thank you.

Sheriff Soptic said if I could just add two things, some of this stuff is popping back in my head. The money that relates to the adjustment of my pay, the majority of it has already been budgeted. It was already put there. The change just couldn't be made because it takes this process, so that is far less impact. I think to your question, and I don't want to speak out of turn, so please, Misty, or somebody, stop me if I'm wrong, but by adopting that resolution of support tonight, that's essentially what you are doing is saying yes, we'll get you to the 95. We don't know how, but we'll get you there.

Mayor Garner said just a point of order. We've got two more commissioners that have questions and for staff to be able to transition us to full session, we'll need to wrap this up within the next five minutes.

Commissioner Burroughs said I think it is fundable. I think with the reduction in farmouts, with reduction in farming out our prisoners, and with the reduction of overtime if you go to full staffing with a more competitive wage, and I do also believe that these numbers are—the numbers that are presented here tonight, is that at 100% staffing level? **Sheriff Soptic** said no. **Commissioner Burroughs** said it's not. It's just at what present staffing level is it Reggie? **Mr. Lindsey** said 80%. **Commissioner Burroughs** said 80% staffing level. **Mr. Lindsey** said currently Sheriff Soptic is at 70%. **Commissioner Burroughs** said so you're not even—that won't even be at 100% staffing level and by that time we should have some turnover and within a three to five year budget, which will come in at lower salaries and less benefits, I think it's doable and I respect the fact that you're asking your employees to be treated fair and responsibly. I've got no problem with the 95%. I've got no problem with the100% because I believe public safety is an important issue and

we need to send a message to our law enforcement community and to our public servants that we as commissioners support you.

Mayor Garner asked, can you repeat that Mr. Lindsay, the number? **Mr. Lindsey** said 80. The number that you asked about earlier, across the board, what we have it funded at now, it would be like $200K more dollars. **Someone** said I'm in favor (inaudible).

Commissioner Bynum said I will try to be as brief as possible. I'm trying to wrap my head around how this plays into the current Lodge 40 contract and I'll just spit it all out and then you can answer. The contract that's negotiated speaks to increases in pay—**Sheriff Soptic** said by percentage. **Commissioner Bynum** said so this would increase the base pay. **Sheriff Soptic** said correct. **Commissioner Bynum** said the contract then speaks to the percentage increase—**Sheriff Soptic** said correct—**Commissioner Bynum** said year over year and so are both of those sets of increases reflected in the analysis? **Mr. Lindsey** said yes, they are.

Commissioner Bynum said I agree with Commissioner Burroughs because one thing I was thinking was if we can get to 80% or 100%, then possibly we can reduce overtime, but I don't know that yet. I would like to see it. So, I would like a sheet that gives me a little more information. I'm willing to support a resolution that states that I support getting you to 95% parity without committing us to the numbers because I don't think I have enough info yet.

Mr. Lindsey, I am just really—I've been trying to do this math as I sit here—are you laughing at me doing that—that is kind of funny. I'm going to need help with how this gets us to .47% of our reserve by 2027, so I'm just going to need help getting there with the math is all I'm saying. Again, I'm willing to support the resolution because you all remember that we've already added stuff to our budget that puts us in a pretty serious crisis. You know I don't mean like what's a couple million more, but I do kind of mean that, because we're faced with finding a serious correction is the point and I don't mean to be flippant. **Sheriff Soptic** said I understand. **Commissioner Bynum** said but we're already faced with making serious steps to correct this imbalance that we're in, so I'll stop.

Sheriff Soptic said I guess what I would ask of the group and the Commission and the Mayor is—I'm a little new to this, what we need to do to ensure that those two resolutions get added to your regular session coming up? **Mayor Garner** said I'll get to that Sheriff.

Commissioner Stites said I'm still not comfortable with the fact that we're saying hey Sheriff Department officers, we're going to still give you 5% less than what the patrol officers make. I'm in support of a—if we're going to get there, we're going to get there, and let's get there now. Not we're going to promise you and maybe this comes and you know maybe later and we get there. I don't know, whatever. It's 100%, in my opinion, and I support the resolution that we adopt the intent to get to 100%, not 95 or 65, it's equal across the board, 100%.

Commissioner Townsend said the Sheriff and I have talked and he knows that I am supportive of what he's trying to do here, but I am uncomfortable not knowing what the final numbers are going to be for the Police. We haven't approved a contract yet, so these numbers are all speculative to me. They may be close, but I don't know about that.

The other thing is we didn't have to wait to do something like this. I mean we could have had this a couple of weeks ago or present this now and do it at the next meeting. I don't want to put it off until infinity, but again, I'm concerned about if action is taken and some of the numbers we're talking about here, how are we going to meet those paydays for the Sheriff, Fire and Police.

What I would like to see is what is going to change maybe in other aspects of our budget. We used to get to that. If we give to A, we're reducing in B, C or D somehow and I'm not hearing that. That's not for the Sheriff to tell us, so that's why I am cautious and actually nervous. I'll share it with you because I would have to be accountable to constituents about why—hey, why aren't funds being paid for our Police, our Sheriff, or Fire; whatever those funds are, or why aren't we going forward with the other projects. So, this just makes me nervous the way this is being done. Sheriff, I support you. You're worth every dime, you and all your people, it's just how are we going to do that in a responsible ongoing way.

Mr. Lindsey said, Commissioner Townsend, I would like to advise you, the Police is a city function, so their dollars come from the city and Sheriff Soptic's funding comes from the county and right now we're only looking at the county. The contract with the city is from city funding.

Commissioner Townsend said thank you, Mr. Lindsey. You are over the moon as you always are and just right on it, but I am looking at the entire Unified Government budget and so I know all of this has spillover effect, but I get where you're coming from. I appreciate that.

Mayor Garner said if I'm hearing the Commission correctly, I'm just going to lay it out in three options. I know that Commissioner Townsend wants more information. That's one option. I can direct the Administrator to get you more information and give you more time. The other option that Commissioner Davis brought forward is to make more of a commitment to the Sheriff's ask, which we could push this to standing committee. The information can still be got as Commissioner Townsend has requested, that debate can be had. Input could be, as we know standing committee, community intake has been taken from the public as well. The other option is to honor the Sheriff's request tonight and I think some commissioners expressed that—that resolution of 95% at a minimum. I think one question that's unclear to me, Chief Counsel, does that commitment commit in the resolution to the 95% moving forward or is it just a resolution that says we will get there as a Commission once—if it's acceptable to this Commission? **Misty Brown, Chief Counsel,** said the resolution of support that I drafted, Mayor, essentially recognizes the Sheriff's duties and supports increasing the base salary of the sworn Sheriff's Office employees to achieve up to 90% pay parity and then it directs the Administrator and yourself and other Unified Government staff to take other action, research and analysis. It's a resolution of support, but it's also being passed with an expectation that action is going to be taken that's going to effectuate this.

Mayor Garner said Commissioner Markley just gave me another option that's kind of out there. That last option is to take it to standing committee with the resolution which still commits, Sheriff, this Commission to trying to reach that threshold. I guess I'm still a little unclear, is this Commission and this Unified Government obligated to that 95% if that resolution moves forward tonight and is passed? **Ms. Brown** said no, Mayor. You wouldn't be obligated, but you would probably—the governing body would have some explaining to do to the Sheriff if he had an action that he wished to bring forward saying he couldn't do his statutory duties. **Someone** was inaudible. **Mayor Garner** said yes, Commissioner Stites, it has 100%.

Mayor Garner said as the Mayor, I would recommend that the resolution move forward tonight. I do support that if you're going to have a great Wyandotte County, you have to have a safe Wyandotte County. So, I just recommend that we support the resolution tonight and move it forward to full commission meeting for final approval by this Commission and then move it—that and everything that we've talked about to standing committee for further discussion. Is this Commission in line with that? Okay.

Ms. Brown said one question Mayor. Are you in support of moving forward a resolution with 95% or 100%? **Someone** said I think we need a thumbs up. **Mayor Garner** asked, do we want 100% or do we want 95%? **Someone** was inaudible. **Mayor Garner** said let me do it like this, 95%, if you just raise your hand, 100%. It looks like we got 100%. So you can make that adjustment Chief Counsel. So, it looks like the resolution will go forward tonight. We'll blue sheet that and further debate will be had and if it's approved, we will move that to standing committee for final discussion and it will come back around and that's a commitment to you, Sheriff, for a final disposition of where we're at as far as your ask.

Sheriff Soptic said the other Sheriff's pay, adjust resolution. **Mayor Garner** said that will go along with it as well and I believe that—just based on what we have tonight, everything will be 100%.

Mayor Garner said this concludes our Special Session and I have to apologize to the public that is watching. Due to us going somewhat over the time necessary, I'm allowing our staff and IT team to get our regular commission meeting up and running, we will need to reconvene the formal Unified Government Commission meeting at about 7:15 to 7:20, so please be patient, bear with us with these technical difficulties.

Commissioner Markley made a motion, seconded by Commissioner Kane, to adjourn. Roll call was taken and there were nine "Ayes," Markley, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Kane.

MAYOR GARNER ADJOURNED

THE MEETING AT 7:00 p.m.

_____

Monica L. Sparks
Acting Unified Government Clerk

dt

Unified Government Clerk's Office

Monica L. Sparks
Acting Unified Government Clerk

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

Phone: 913-573-5260
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Memorandum

To: Cheryl Harrison-Lee
Interim County Administrator

From: Monica L Sparks
Acting UG Clerk

Date: October 20, 2022

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

tp

Weekly Business Material for October 20, 2022

1. **PUBLIC NOTICE:**

   All City Tow Service, 1015 S. Bethany, held a public auto auction on September 8, 2022, at 10:00 a.m.

   Action: Received and filed.

2. **COMMUNICATIONS:**

   Pam Kahao, Accounting Manager, regarding warrant cancellations:

Warrant #	Reissue?	Date Issued	AMOUNT	FUND/ACD	Vendor Name/Number	Reason for Void
912222	No	10/14/2022	$148.66	162/19000025269	Thomas, Carolyn E. #E1555	Wrong vendor
912347	No	10/21/2022	$128.70	278 19501055225	Alzheimer's Ctr of KCK #13085	Wrong vendor
872756	Yes	2/4/2020	$61.51	110 7600015279	ARC Document Solutions, LLC #11857	Lost warrant
908814	Yes	8/5/2022	$107.78	110 7600035244	ARC Document Solutions, LLC #11857	Lost warrant

   Action: Received and filed.

3. **PERSONNEL ACTION COMMUNICATION, DATED OCTOBER 14, 2022:**

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Donna J Broils	Election	10/10/22	Election Worker
Katherine E Carttar	Economic Develop	10/7/22	Director
Helen R Collins	Election	10/10/22	Election Worker
Virginia Cook	Election	10/10/22	Election Worker
Megan A Dorantes	Election	10/10/22	Election Worker
Jimmy L Ervin	DA's Office	10/7/22	Admin Supt Spec
Mateo Estigoy Jr	Election	10/10/22	Election Worker
Rose Estigoy	Election	10/10/22	Election Worker
Shirley Hattley	Election	10/10/22	Election Worker
Martha Her	Election	10/10/22	Election Worker
Sylvia Hylton	Election	10/10/22	Election Worker
Reginald Jones	Election	10/10/22	Election Worker
Vera Kindle	Election	10/10/22	Election Worker
Annette L Kramer	Election	10/10/22	Election Worker
Nancy Lawrence	Election	10/10/22	Election Worker
Joann Locke	Election	10/10/22	Election Worker

Lois Mayfield	Election	10/10/22	Election Worker
Cathlin McReynolds	Election	10/10/22	Election Worker
Patrick Sumner	Comm Corr	10/3/22	Prof Progs Asst

Section IV – Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Keri Christian	Fire	10/1/22	3/28/23

Section V – Increases Per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Pamela Cansler	Election	10/6/22	Election Worker
Martha C Drum	Election	10/6/22	Election Worker
Cheyenne Grube	DA's Office	10/13/22	Admin Supt Specialist
Ashley Lumley	DA's Office	10/13/22	Admin Supt Specialist
Camille G Neidhart	Election	10/6/22	Election Worker

Action: Received and filed. Copy previously forwarded to Payroll.

4. PERSONNEL ACTION COMMUNICATION, DATED OCTOBER 20, 2022:

Section I – Appointments

Name	Department/Division	Eff. Date	Former Job Title
William P Barajas Jr	Sheriff/Court Security	10/13/22	Security Officer, Armed
Selia Moya	Comm Corr	10/13/22	ISO
Amy L Robinson	Police/Animal Services	10/13/22	Animal Services Officer
Matthew J Zayas	Parks/Rec	10/27/22	Fiscal Officer

Section II -Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Ernesto Terrazas	Sheriff	10/13/22	Sheriff Captain	Sheriff Major
Kevin Uziel	Parks/Rec	10/27/22	Groundskeeper I	Park Maint Tech I

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Jennifer Hillyer	Del Tax	10/19/22	Manager
Frank Kuzmic III	Police	10/14/22	Patrol Officer

Section V – Increase Per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Na-Keisha Mitchell	Sheriff	9/15/22	Deputy

Section VIII – Other Request

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Vacant	Health	10/12/22	Public Health Nurse	Public Health Nurse Supervisor

Section VIII – Other Request

Name	Department/Division	Action Requested and Explanation
Glen C Fernandes	PW/Street	Amend PAC 10/18/22 to reflect change in separation date to 10/6/22

Action: Received and filed. Copy previously forwarded to Payroll.

5. CLAIMS FOR DAMAGES:

Advance Auto Parts, alleging damage to vehicle during a police pursuit on Central Ave. on August 15, 2022.

Greg German/Regina Robinson, 12441 Donahoo Rd., KCK, alleging damage to vehicle due to hitting potholes on Parallel Pkwy & I-435 on September 10, 2022.

Karolyn Hopfensperger, 6016 Roger Rd. Apt 204, Shawnee, KS., alleging damage to vehicle due to a Kansas City Vehicle hitting the vehicle on July 11, 2022.

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

6. SUMMONS:

Justin Tylre Etier vs. Unified Government of Wyandotte County, et al. Case No. 22-3116-JWL-JPO.

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

7. TRAVEL REQUESTS:

Matt May, Emergency Management, travel to Salina, KS, October 4 – 5, 2022, to attend the KEMA Board Meeting, N/A.

Brittanie Pruitt, KCKPD, travel to Boston, MA, July 8 – 27, 2023, to attend SMIP, JY22 JAG.

George Sims, KCKPD, travel to Columbia, IL, October 16 – 21, 2022, to attend PPCT Use of Force Instructor Training Course, N/A.

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

8. APPLICATIONS FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

CB Inc/Daniel Dumovich DBA Chicago's, 534 Central Ave.
Chipotle Mexican Grill Inc/Rick Rehorn DBA Chipotle Mexican Grill #891, 1813 Village West Pkwy, Suite Q101.
RL Kansas, LLC/Rick Rehorn DBA Red Lobster #6364, 10700 Parallel Pkwy.

Action: Referred to License.

9. APPLICATION FOR LIQUOR TEMPORARY LICENSE:

The JGK/Joseph Kelly DBA Lineage of Greatness II, Memorial Hall, 600 N. St., on 10/22/22, This temp permit is for 7:00 – 11:59 p.m.

Action: Referred to License.

Staff Request for Commission Action

Tracking No. 212023

Full Commission Meeting Date:

Committee: Administration & Human Services

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/07/2022	Stephanie Stauffer	x5123	sstauffer@wycokck.org	Community Development

Item Description:

On September 11, 2020, The U.S. Department of Housing and Urban Development awarded the Unified Government with a final special allocation of Community Development Block Grant funds as authorized by the CARES Act in the amount of $2,143,980. All regular CDBG requirements apply to these funds with the additional stipulation that activities must directly "prevent, prepare for, or respond to" COVID-19.

The Department of Community Development and UGPHD will provide an update on CDBG-CV funded projects to date and present a Substantial Amendment to reprogram remaining funding before the 80% expenditure deadline in August of 2023. The full text of the Substantial Amendment can be viewed at https://www.wycokck.org/files/assets/public/community-development/documents/2019-annual-action-plan-amendment-3.pdf

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

RESOLUTION FOR 2019 AMEND #3, CDBG-CV Update and Substantial Amendment

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A SUBSTANTIAL AMENDMENT OF THE 2019 ANNUAL ACTION PLAN SUBMITTED TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, The City of Kansas City, Kansas is a "metropolitan city" as described in The Housing and Community Development Act of 1974, and as such is entitled to direct block grant allocations from the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Solutions Grant Program from the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, The Housing and Community Development Act of 1974 requires the Unified Government to develop and submit a five-year consolidated plan and subsequent annual action plans, and substantial amendments thereto to HUD as a condition for receipt of direct block grant allocations through the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Solutions Grant Program, and in which the Unified Government is required to set forth its priorities and goals for each of the three said block grant programs;

WHEREAS, On April 2, 2020 HUD announced a special allocation of Community Development Block Grants (CDBG-CV) to prevent, prepare for and respond to the coronavirus (COVID-19) as authorized by Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136;

WHEREAS, in order to reprogram CDBG-CV grant funds to continue public services to prevent, prepare for and respond to COVID-19, the Unified Government must submit a Substantial Amendment to the 2019 Annual Action Plan to HUD;

WHEREAS, An authorized representative of the Unified Government is required to execute certain certifications for entitlement grantees as part of the submission process to HUD in accordance with 24 CFR Part 91.

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

Section 1. The Unified Government Department of Community Development is hereby authorized to complete and submit the *2019 Annual Action Plan Amendment #3* to HUD.

Section 2. The Mayor/Chief Executive Officer of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby authorized and directed to execute in the name of the Unified Government its certifications for entitlement grantees by the City of Kansas City, Kansas to HUD.

Section 3. All other employees and agents of the Unified Government are hereby authorized to implement the *2019 Annual Action Plan Amendment #3* upon approval.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____ DAY OF _____2022.

_____

Mayor/CEO

Tyrone Garner

Attest:

_____

Unified Government Clerk

Approved as to Form:

_____

Unified Government Assistant Counsel

CDBG-CV Update
2019 Annual Plan Amendment

Department of Community Development

Unified Government Public Health Department

Community Health Council of Wyandotte County

CDBG-CV Refresher

- There were three rounds of funding for CDBG-CV and the UG received two allocations totaling **$2,143,980**.
- Funds can be used for eligible CDBG Activities but must also “prevent, prepare for, or respond to” the COVID-19 health crisis.
- The funds have a six-year performance period but 80% ($1,715,184) of funds must be spent before August 2023
- Funds carried the extra rule that they must be allocated in a way to “prevent duplication of benefits”.

Original CDBG-CV Budget

WyCo Connect	$1,200,000
Rent/Mortgage Assistance*	$750,000
Food/Meal Programs*	$100,000
UG Admin	$93,980

*Due to the requirement to "prevent duplication of benefits", these activities were ineligible. This was due to the allocations of Treasury funds from CARES and then ARPA to the UG and State.

WyCo Connect Program Impact

- Transportation
- Food assistance
- CHW case worker support
- Direct assistance funds
- Health Insurance/Medical Assistance
- Partners/host sites
- Canvassing
- Language and cultural connections to community
- Place-based and community-centric

WYCO CONNECT

CHC Community Health Council of Wyandotte County

Unified Government Wyandotte County • Kansas City, Kansas

Public Health
Prevent. Promote. Protect.

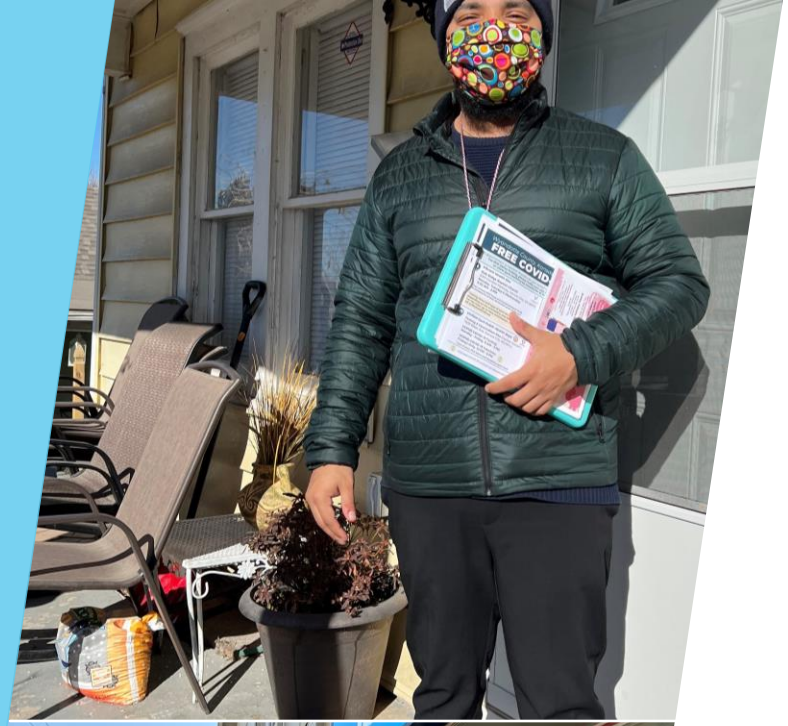
COVID response

Primary response for the county

- Food
- Coordination of support programs
- PPE Delivery
- Community outreach
- Testing
- Vaccination

COVID now

- Canvassing—5000+ doors knocked
  - Increased WYCO Vaccine rate from 30% to 65%
  - Place based community events
- CHW support at partner events
- Food and PPE support
- Hosting testing and vaccine events
- Coordinate TAP rides



Community outreach

- Place-based event outreach & Canvassing across KCKS, Bonner Springs & Edwardsville
- Over **7,000** WyCo Residents reached
- Diverse staff engages our diverse community in **11+languages**
- Distribute Health & Vaccine Info + connect to community resources
- Vaccination rate increased from **30% to 65%**

WyCo Connect Builds Community Capacity

Regional Gold Standard:

Largest CHW program with Lowest Turnover

Extensive CHW trainings & CHW Certification Program

Invest in our staff and multiply CHWs in the metro

Supply CHWs to Nonprofit and Clinical partners across Wyandotte

2019 HOME Funds

This is a technical fix to reprogram the $203,671 in unspent CHIP funds to support the rehabilitation or new construction of housing. This was adopted in the most recent UG budget.

Requested Action

Approve the Substantial Amendment to move to Full Commission for consideration and a Public Hearing on 11/17/2022.

Includes an extension of WyCo Connect through December 2023 and a formalization of the approved HOME dollars for housing development.

Staff Request for Commission Action

Tracking No. 212074

Full Commission Meeting Date: November 17, 2022
Committee: Economic Development & Finance

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/14/2022	Patrick Waters	x5079	patrickwaters@wycokck.org	Economic Development

Item Description:
Fourth Amendment to Legends West Lawn Development Agreement.

*On November 7, 2022, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to move the item forward to the standing committee agenda.*

Action Requested:
Approve

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

Attachments List:
Resolution approving Fourth Amendment to West Lawn DA, Fourth Amendment to Legends West Lawn DA (002)

RESOLUTION NO. R-____-22

A RESOLUTION ADOPTING THE FOURTH AMENDMENT TO LEGENDS WEST LAWN DEVELOPMENT AGREEMENT

WHEREAS, on February 8, 2018 the Unified Government and W-LD Legends Owner VII, L.L.C. ("Developer")(collectively, the "Parties") entered into that certain Development Agreement for Legends West Lawn (the "Agreement"); and

WHEREAS, the Parties entered into that certain First Amendment to Legends West Lawn Development Agreement on January 4, 2019; and

WHEREAS, the Parties entered into that certain Second Amendment to Legends West Lawn Development Agreement on May 9, 2019; and

WHEREAS, the Parties entered into that certain Third Amendment to Legends West Lawn Development Agreement on September 30, 2021; and

WHEREAS, the Governing Body has determined that it is advisable to enter into an amended Development Agreement with Developer with respect to the Development Agreement for Legends West Lawn (the "Fourth Amendment to Legends West Lawn Development Agreement"), attached as Exhibit A hereto, and incorporated by reference herein.

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

Section 1. That the Unified Government Board of Commissioners hereby approves the Fourth Amendment to Legends West Lawn Development Agreement in substantially the form attached hereto.

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

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

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____ DAY of _____, 2022.

_____

Tyrone Garner, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

Approved as to form:

_____
Chief Counsel

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR LEGENDS WEST LAWN

This FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR LEGENDS WEST LAWN (this "Amendment") dated as of November, 2022, is made and entered into by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and W-LD Legends Owner VII, L.L.C., a Delaware limited liability company ("Developer").

RECITALS

A. The UG and Developer, entered into that certain Development Agreement for Legends West Lawn dated February 8, 2018 (the "Original Agreement") with respect to, among other things, the design, development, and construction of certain improvements to the Legends Outlets Kansas City, including among other things, hardscape and landscape replacements, video board installation on the existing "smokestack," shade structure, signage, façade improvements, escalator repair and enclosure and new "legends" monuments (the "Project"), all as more particularly described in the Agreement. All capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. On January 4, 2019, the parties entered into that certain First Amendment to Legends West Lawn Development Agreement (the "First Amendment") to extend the time for the completion of certain improvements.

C. On May 9, 2019, the parties entered into that certain Second Amendment to Legends West Lawn Development Agreement (the "Second Amendment") to extend the time for the completion of certain improvements.

D. On September 30, 2021, the parties entered into that certain Third Amendment to Legends West Lawn Development Agreement (the "Third Amendment") to extend Developer's obligations to "pave in asphalt and stripe, in a manner consistent with asphalt parking lots elsewhere at the Legends Outlets Kansas City, the unpaved portions of parcel number 299900 located at 1824 Village West Parkway" on or before December 31, 2020 (the "Paving Obligations") as set forth in Section 2.2(c) of the Agreement. Pursuant to the Third Amendment, the deadline to complete the Paving Obligations is currently November 30, 2022. To date, Developer has not yet performed the Paving Obligations. The Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, shall be collectively referred to herein as the "Agreement").

E. Developer has requested an extension the deadline to complete the Paving Obligations as set forth in Section 2.2(c) of the Agreement.

F. The parties hereby agree to amend and modify the Paving Obligations as set forth herein.

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

1. Amendment to Paving Obligations in Section 2.2(c). Section 2.2(c) of the Agreement shall be deleted in its entirety and replaced with the following:

"Developer hereby agrees to pave in asphalt and stripe, in a manner consistent with asphalt parking lots elsewhere at the Legends Outlets Kansas City, the unpaved portions of parcel number 299900 located at 1824 Village West Parkway. This work must be performed in a manner that fully complies with Applicable Laws and Requirements, including without limitation, all stipulations and requirements from the planning and zoning for this parcel. These paving and striping improvements shall be completed by Developer on or before November 30, 2023. Notwithstanding the foregoing, in the event a redevelopment plan for an alternative use of parcel number 299900 is approved by the UG's Commission on or before November 30, 2023, then the terms of this Section 2.2(c) shall be of no further force or effect. In the event that (i) Developer shall fail to complete the paving and striping improvements described herein by November 30, 2023, or (ii) a redevelopment plan for an alternative use of parcel number 299900 is not approved by the UG's Commission on or before November 30, 2023, then Developer shall pay to the UG liquidated damages in the amount of $500,000. The parties hereby further agree as follows:

(x) the $500,000 of damages described in the prior sentence is agreed upon by and between the UG and Developer as fair and equitable liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies will in any case be collectible, enforceable or available to the UG as a result of Developer's failure to timely perform under this Section 2.2(c).

(y) the notice and cure provisions set forth in Section 9.1 shall not be applicable to a failure of Developer to timely perform under this Section 2.2(c).

(z) if Developer fails to fully pay the $500,000 of liquidated damages to the UG in immediately available funds on or before December 15, 2023, then the UG shall be entitled to default interest in the amount described in Section 9.4 of the Agreement, along with all reasonable costs and charges, including attorneys' fees incurred by or on behalf of the UG in connection with the enforcement of this provision and the collection of the $500,000 of liquidated damages described herein."

2. Recitals. The parties acknowledge that the Recitals set forth above are true and correct and are hereby incorporated into the body of this Amendment.

3. No Further Modification. Except as expressly set forth in this Amendment, all terms and provisions of the Agreement are hereby confirmed and remain unmodified and in full force and effect, such terms and provisions being hereby incorporated herein for all purposes.

4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. Multiple Counterparts. This Amendment may be executed in any number of counterparts, each of which may be executed by only one party, which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. Delivery by facsimile or electronic transmission of an executed counterpart of any signature page to this Amendment to be executed hereunder shall have the same effectiveness as delivery of a manually executed counterpart thereof.

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

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

The UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Name: Tyrone A. Garner
Its: Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2022, by Tyrone A. Garner as the 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

_____

[Seal]

[*Signatures continue onto the next page.*]

Developer:

W-LD LEGENDS OWNER, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by _____ as the _____ of W-LD Legends Owner, L.L.C.

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

My commission expires

_____

[Seal]

Staff Request for Commission Action

Tracking No. 212106

Full Commission Meeting Date: 11/17/22
Committee: Full Commission

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

Publication Required: Yes 11/24/2022

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/08/2022	Patrick Waters	x5079	patrickwaters@wycokck.org	Economic Development

Item Description:
An ordinance authorizing the issuance of Industrial Revenue Bonds in an amount not to exceed $4,000,000 for the purpose of acquiring, constructing, improving, installing, and equipping an industrial facility at 1700 Kansas Avenue (Ecovyst Catalyst Technologies, LLC), authorized by R-68-19 submitted by Patrick Waters, Deputy Chief Counsel.

The documents can be found at this link: https://xfer.wycokck.org/public/folder/qATYSisILEaDwx3f6TXTyA/FC%2011-17-22%20Links

Action Requested:
For Approval

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

Attachments List:
Ordinance - Ecovyst-Zeolyst 2022B (UG), Performance Agreement - Ecovyst 2022B (UG)

ORDINANCE NO. O-___-22

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (ECOVYST CATALYST TECHNOLOGIES LLC PROJECT) SERIES 2022B, IN A PRINCIPAL AMOUNT NOT TO EXCEED $4,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, IMPROVING, CONSTRUCTING, INSTALLING AND EQUIPPING OF AN INDUSTRIAL FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES; AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas, (the "Unified Government"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the Unified Government has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Unified Government and the State of Kansas that the Unified Government issue its Taxable Industrial Revenue Bonds (Ecovyst Catalyst Technologies LLC Project) Series 2022B in a principal amount not to exceed $4,000,000, for the purpose of acquiring, constructing, improving, installing and equipping an industrial facility located at 1700 Kansas Avenue and adjacent properties (the "Project"), and that the Unified Government lease the Project to Ecovyst Catalyst Technologies LLC, a Delaware limited liability company (the "Sublessee"); and

WHEREAS, the governing body of the Unified Government further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Unified Government enter into certain agreements, and that the Unified Government take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Improvement, Installation and Equipping of the Project. The Unified Government is hereby authorized to provide for the acquisition, purchase, construction, improvement, installation and equipping of the Project, all in the manner and as more particularly described in the Indenture, the Base Lease and the Sublease, all hereinafter defined and authorized.

Section 2. Authorization of and Security for the Bonds. The Unified Government is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (Ecovyst Catalyst Technologies LLC Project) Series 2022B, in a principal amount not to exceed $4,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, improving, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such

manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Unified Government from the Project, and the Project and the net earnings derived by the Unified Government from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The Unified Government is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Unified Government (copies of which documents, upon execution thereof, shall be filed in the office of the Unified Government Clerk), with such changes therein as shall be approved by the officers of the Unified Government executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Ninth Supplemental Trust Indenture (the "Ninth Supplemental Indenture"), which supplements and amends the Trust Indenture dated as of December 1, 2013, as amended (collectively, the "Indenture"), each between the Unified Government and Security Bank of Kansas City (the "Trustee");

(b) Ninth Amendment of Base Lease Agreement (the "Ninth Amendment of Base Lease") which supplements and amends the Base Lease Agreement dated as of December 1, 2013, as amended (collectively, the "Base Lease"), each between the Sublessee, as lessor, and the Unified Government, as lessee;

(c) Ninth Supplemental Sublease Agreement (the "Ninth Supplemental Sublease") which supplements and amends the Sublease Agreement dated as of December 1, 2013, as amended (collectively, the "Sublease"), each between the Unified Government, as sublessor and the Sublessee, as sublessee;

(d) a Bond Purchase Agreement (the "Bond Purchase Agreement") with respect to the Bonds, among the Unified Government, the Sublessee and the Sublessee, as purchaser (the "Purchaser"); and

(e) Performance Agreement (the "Performance Agreement"), between the Unified Government and the Sublessee.

Section 4. Execution of Bond and Documents. The Mayor/Chief Executive of the Unified Government is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Unified Government in the manner provided in the Indenture. The Mayor/Chief Executive of the Unified Government is hereby authorized and directed to execute the Ninth Supplemental Indenture, the Ninth Amendment of Base Lease, the Ninth Supplemental Sublease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Unified Government. The Clerk of the Unified Government is hereby authorized and directed to attest to and affix the seal of the Unified Government to the Bonds, the Ninth Supplemental Indenture, the Ninth Amendment of Base Lease, the Ninth Supplemental Sublease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Ad Valorem Tax Abatement. In consideration of the Sublessee's decision to acquire, purchase, construct, improve, install 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 other ad valorem taxes that may not be abated under Kansas law) for all real property financed with the proceeds of the Bonds.

The Project financed with the proceeds of the Bonds shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds are issued by the Unified Government. The percentage of abatement is anticipated to be 75% subject to adjustment in accordance with the Performance Agreement.

The Sublessee agrees to submit, or cause the Project's operator or manager to submit, to the Unified Government by March 1st of each year of tax abatement, an annual certification of the Sublessee or such operator or manager of the percentage of its employees employed at the Project on the previous December 31st that are residents of Wyandotte County as shown on the records of the Company.

Section 6. Further Authority. The Unified Government shall, and the officers, employees and agents of the Unified Government are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Unified Government with respect to the Bonds, the Ninth Supplemental Indenture, the Ninth Amendment of Base Lease, the Ninth Supplemental Sublease, the Bond Purchase Agreement and the Performance Agreement.

Section 7. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. Effective Date. This Ordinance shall take effect and be in force from and after its passage by the governing body, approval by the Mayor/CEO and publication of the Ordinance or a summary thereof in the official Unified Government newspaper.

[Balance of page intentionally left blank]

PASSED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas on November 17, 2022 and **APPROVED AND SIGNED** by the Mayor/CEO.

_____
Tyrone Garner, Mayor/CEO

[SEAL]

ATTEST:

_____
Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:

_____
Office of Chief Counsel

(Published in ***The Wyandotte Echo*** on _____ __, 2022)

SUMMARY OF ORDINANCE NO. O-[___]-22

On November 17, 2022, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (ECOVYST CATALYST TECHNOLOGIES LLC PROJECT) SERIES 2022B, IN A PRINCIPAL AMOUNT NOT TO EXCEED $4,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, IMPROVING, CONSTRUCTING, INSTALLING AND EQUIPPING OF AN INDUSTRIAL FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES; AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The Series 2022B Bonds approved by the Ordinance are being issued in the maximum principal amount of $4,000,000, for the purpose of acquiring, constructing, furnishing, and equipping an industrial facility for Ecovyst Catalyst Technologies LLC, a Delaware limited liability company , and constitute limited obligations of the Unified Government payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2022B Bonds, as provided in the Indenture. In connection with the issuance of the Series 2022B Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7th Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wycokck.org.

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

DATED: November 17, 2022.

_____
Office of Chief Counsel

DRAFT: November 6, 2022

PERFORMANCE AGREEMENT

Dated as of December 1, 2022

BETWEEN THE

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

ECOVYST CATALYST TECHNOLOGIES LLC

RELATING TO THE SERIES 2022B BONDS

Prepared By:

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

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of December 1, 2022 (the **"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 **"Unified Government"**), and **ECOVYST CATALYST TECHNOLOGIES LLC**, a Delaware limited liability company (the **"Company"**);

WITNESSETH:

WHEREAS, the Unified Government 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 Unified Government passed and approved an Ordinance authorizing the Unified Government to issue its Taxable Industrial Revenue Bonds (Ecovyst Catalyst Technologies LLC Project) Series 2022B, in the maximum aggregate principal amount of $[PRINCIPAL AMOUNT] (the **"Series 2022B Bonds"**), for the purpose of acquiring, constructing, improving, installing and equipping an industrial facility located at 1700 Kansas Avenue and adjacent properties in Kansas City, Kansas (the "**Project**", which is more fully described in the Application for Issuance of Industrial Revenue Bonds submitted to the Unified Government by the Company and attached hereto as **Exhibit A**), and authorizing the Unified Government to enter into the Ninth Amendment of Base Lease Agreement with the Company relating to the property described in **Exhibit B** hereto (the **"Ninth Amendment of Base Lease"**), which supplement and amend that certain Base Lease Agreement, and to then sublease the Project to the Company pursuant to that certain Sublease Agreement, as amended and supplemented by that certain Ninth Supplemental Sublease Agreement relating to the property described in **Exhibit B** hereto (the **"Ninth Supplemental Sublease"**) to be entered into by and between the Unified Government, as lessor, and the Company, as lessee, at the time the Series 2022B Bonds are issued;

WHEREAS, the Unified Government is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the "**Abatement Statute**") and Resolution No. R-68-19 of the Unified Government to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Series 2022B Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

WHEREAS, pursuant to the foregoing, the Unified Government desires to enter into this Agreement with the Company in consideration of the Company's desire to purchase, construct, improve, install and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Ninth Supplemental Sublease;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Unified Government 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 dated as of December 1, 2022, between the Unified Government and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"Applicable Percentage" means 25%, unless such percentage is increased pursuant to **Section 2.4** hereof.

"Application" means the Application for Industrial Revenue Bonds filed with the Unified Government by the Company in connection with the request for the issuance of the Series 2022B Bonds, a copy of which is attached hereto as **Exhibit A**.

"Bond Financed Portion of the Project" means that portion of the Project financed in whole from the proceeds of the Series 2022B Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.7** hereof.

"Company" means Ecovyst Catalyst Technologies LLC, a Delaware limited liability company and its successors and assigns.

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

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

"Exempt Period" means 2023 through 2032, inclusive, subject to **Section 2.4** hereof.

"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 Series 2022B Bonds authorized by and in accordance with the Abatement Statute.

"Future Facility Additions" means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project.

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

"Project" means the acquisition, expansion, construction, improvement installation and equipping of an existing industrial facility, including buildings, structures and improvements, fixtures, machinery and equipment, all located in Wyandotte County at 1700 Kansas Avenue and adjacent properties, Kansas City, Kansas, and shall also include any additional projects as described in the Application.

"Project Costs" means all costs and expenses of every nature paid after November 21, 2019, from proceeds of the Series 2022B Bonds and relating to the acquisition, construction, improvement, installation 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.

"Series 2022B Bonds" means the Taxable Industrial Revenue Bonds (Ecovyst Catalyst Technologies LLC Project) Series 2022B, issued in the maximum aggregate principal amount of $[PRINCIPAL AMOUNT].

"Tax Payment" means an amount equal to the amount set forth in **Section 2.3** hereof.

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

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Unified Government to File for Exemption. In consideration of the Company's acquisition, construction, improvement and equipping of the Project, the Unified Government agrees that, subject to the terms of this Agreement, the Company is entitled to a 100% exemption from ad valorem tax on the real and personal property constituting the Bond Financed Portion of the Project for the Exempt Period. Pursuant to the applicable portions of the Abatement Statute and during the Exempt Period and so long as the Bonds are outstanding, the Unified Government 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 the Tax Payment in lieu of ad valorem tax to the Unified Government (or, if the Unified Government shall direct, to the County Treasurer). The Unified Government or County Treasurer shall bill the Company for the applicable Tax Payment each calendar year by statement issued by November 20th of such calendar year. For each calendar year, the Tax Payment with respect to such calendar year shall be due and payable one-half (1/2) on or before December 20th and the remainder for such calendar year on or before May 10th of the following calendar year, or as otherwise provided by law for general ad valorem taxes.

Section 2.3. Amount of Tax Payment. Each **"Tax Payment"** shall be equal to the sum of the Applicable Percentage multiplied by the amount of the ad valorem taxes which would otherwise be due with respect to the Exempt Property if such Exempt Property were not exempt from ad valorem taxes. For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

Section 2.4. Adjustment of Applicable Percentage. The Unified Government and the Company agree that the 75% abatement for the Project has been calculated based on standard 45% abatement, 15% additional abatement for capital investment above $50,000,000, 5% additional abatement

for LMW participation goals during construction and 10% additional abatement for target area. The Tax Payment shall be adjusted in the event that the Company fails to satisfy any of these additional abatement requirements, which adjustment will not be deemed a default hereunder.

Section 2.5. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following sentence and **Article V** hereof), shall terminate on payment of the final Tax Payment. This Agreement shall automatically terminate prior to such time in the event the Series 2022B Bonds (or any bonds issued to refund the Series 2022B Bonds) are no longer outstanding.

Section 2.6. No Abatement of Special Assessments. The Unified Government and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments. 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 Unified Government at the times and in the manner that Tax Payments are paid to the Unified Government pursuant to **Section 2.2** hereof.

Section 2.7. Obligation of Unified Government to Effect Tax Abatement. The Unified Government agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain during the Exempt Property and agrees to make all filings required by the Wyandotte County Board of County Commissioners or the Board of Tax Appeals; provided, however, the Unified Government shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Unified Government covenants that it will not knowingly take any action which the Unified Government 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 Unified Government 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. Except where the denial of the loss of exemption is caused by the acts or omissions of the Unified Government, the Company agrees to pay to the Unified Government the costs that the Unified Government incurs (including reasonable legal fees and expenses) in cooperating with the Company in the manner required by this Section. In the event any part of the Bond Financed Portion of the Project is determined to no longer be Exempt Property, such property shall no longer be subject to the Ninth Amendment of Base Lease or the Ninth Supplemental Sublease Agreement contemplated herein.

Section 2.8. Compliance. The Company certifies that the portion of the Project financed with the Series 2022B Bonds will be substantially complete by December 31, 2022. Upon request the Company shall provide the Unified Government with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Ninth Supplemental Sublease 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 Unified Government shall request.

Section 2.9. Value of the Project Not Determined by Series 2022B Bonds. The Unified Government and the Company acknowledge that it is not the intent of the parties that the principal amount of the Series 2022B Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

Section 2.10. Classification; Limitation on Company's Right To Protest. During the term of this Agreement, the Company agrees that it will not, without the written consent of the Unified Government, (i) seek to change the classification of all or any portion of the Project Site from commercial to another classification, or (ii) contest the reclassification of all or any portion of the Project Site to commercial.

Except as set forth in the preceding paragraph, 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 2.11. 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 Unified Government Tax Payments, the amount of any ad valorem taxes (other than special assessments or other ad valorem taxes that may not 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 Project Site and improvements thereon. In furtherance of this Agreement, the Tax Payments shall be reduced (but not below zero) by any actual ad valorem tax payments paid in respect of the property constituting the Bond Financed Portion of the Project for any given year (other than special assessments or other ad valorem taxes that may not be abated under Kansas law).

Section 2.12. 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 Series 2022B 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 Unified Government at the times and in the manner that Tax Payments are paid to the Unified Government pursuant to **Section 2.2** hereof. This provision shall not be construed as restricting the Company from applying to the Unified Government or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

Section 2.13. Tax Abatement Order; Adjustment of Tax Payment. The Unified Government and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, the Unified Government must obtain on behalf of the Company an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period. 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 determined not 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 Unified Government shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Unified Government 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.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Inspection. The Company agrees that the Unified Government 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, upon five (5) business days' notice to the Company, to inspect the records of the Company related to the Project.

Section 3.2. 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 3.3. Construction. The Project will be constructed, equipped and operated in a manner which is consistent with the description of the Project herein. In the event the Project is constructed in a manner materially inconsistent with the description of the Project herein, the Unified Government reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.4. Payment of Fees and Reimbursement or Payment of Costs.

(a) The Company agrees to pay to the Unified Government the standard fees charged by the Unified Government 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, a service fee that is due at the time of issuance of the Series 2022B Bonds and an annual administrative fee not to exceed $1,000. The Company acknowledges receipt of a fee schedule from the Unified Government and acknowledges that the fee schedule may be adjusted or amended by the Unified Government at any time upon notice to the Company.

(b) The Company agrees to promptly reimburse the Unified Government, upon receipt by the Company of an invoice from the Unified Government, for any reasonable amounts that the Unified Government pays to any other party as a result of the Unified Government 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 existing $500 information statement fee and $1,000 exemption application fee), legal notice publication expenses, and the reasonable costs and expenses of the Unified Government's legal counsel. The Company agrees that the Unified Government may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Unified Government to the Company, which invoice is for a cost which the Unified Government could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Unified Government with evidence of such payment.

ARTICLE IV

SALE AND ASSIGNMENT

The benefits granted by the Unified Government to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the Unified Government; provided, nothing herein shall preclude the Company from (i) merging, consolidating, altering its form of entity, or having a change in control, or (ii) delegating its obligations and

duties hereunder, provided Company remains fully liable therefore, or (iii) assigning or pledging its interest in the Project, so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein.

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 after written notice from the Unified Government to the Company, it is hereby defined as and declared to be and to constitute an "Event of Default" hereunder (but subject to the notice and cure periods set forth in **Section 5.2** below):

(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) there shall be an Event of Default by the Company under the Ninth Supplemental Sublease.

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 requested by the Company and consented to by the Unified Government, which consent shall not be unreasonably withheld, conditioned or delayed so long as the Company is diligently pursuing to cure such Event of Default), following written notice by the Unified Government to the Company of the occurrence of such Event of Default, to cure such Event of Default. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Unified Government. 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 Unified Government (or as the Unified Government 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 Unified Government as a result of such Event of Default 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 which 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 Unified Government 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 Unified Government 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 Unified Government with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Unified Government entering into this Agreement, the Company waives any claim it may have against the Unified Government as a result of the Unified Government 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 Unified Government modify this Agreement because the Unified Government 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.

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 Unified Government and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Unified Government under the Ninth Supplemental Sublease. 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 deemed duly given (i) three days after being mailed by registered or certified mail, postage prepaid, or (ii) one day after being sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the Unified Government:

Unified Government of Wyandotte County/Kansas City, Kansas
One Municipal Office Building
701 North 7th Street
Kansas City, Kansas 66101-3064
Attn: Unified Government Clerk

(b) To the Company:

Ecovyst Catalyst Technologies LLC
300 Lindenwood Drive
Malvern, Pennsylvania 19355-4317
Attention: General Counsel

With a copies to:

Cozen O'Connor
One Oxford Centre
301 Grant Street, 41st Floor
Pittsburgh, Pennsylvania 15222
Attention: Ben Milleville

J.T. Klaus
Triplett Woolf Garretson, LLC
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226

The Unified Government and the Company may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent. Any notice may be given by the attorney for such party.

Section 6.7. Estoppel Certificate. The Unified Government agrees it will, from time to time, upon request by the Company, execute and deliver to the Company and to any parties designated by the Company, within ten (10) days following demand therefor, an estoppel certificate on the Company's form certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same are in fully force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by the Company.

Section 6.8. Further Assurances. The parties each agree to do, execute and 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 6.9. 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 delivery 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 6.10 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

(SEAL)

By:_____
Tyrone Garner, Mayor/CEO

ATTEST:

By: _____
Monica Sparks,
Acting Unified Government Clerk

ECOVYST CATALYST TECHNOLOGIES LLC,
a Delaware limited liability company

By: _____

Name: John Cavanaugh

Title: Vice President of Tax

EXHIBIT A

APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS

EXHIBIT B

PROJECT SITE

LEGAL DESCRIPTION

All of the following described real estate situated in the County of Wyandotte, State of Kansas:

The real property located in Wyandotte County, Kansas that is commonly known as 1400, 1440, 1444, 1630, 1700, & 1706 Kansas Avenue and 400 S.14th Street, Kansas City, Kansas and legally described as follows:

TRACT I:
All that part of the Southwest Quarter of Section 16, Township 11, Range 25 in Kansas City, Wyandotte County, Kansas, described as follows: Beginning at the point on the North line of the right-of-way of the Kansas City Southern Railway Company that is 30 feet East and 65.36 feet North of the Southwest corner of said quarter section; thence North and parallel to the West line of said Quarter Section 698.07 feet; thence East 57.94 feet; thence North 63.51 feet; thence along a curve to the right (radius of 682.82), tangent to said last described line, 97.66 feet; thence North 8 degrees 11 minutes 40 seconds East, tangent to said curve above described, 268.99 feet; thence along a curve to the left (radius of 373.07 feet), tangent to said last described line, 165.62 feet to a point on the Southerly right-of-way line of the Chicago, Rock Island and Pacific Railroad Co.; thence Southeasterly along said Southerly right-of-way line 22.25 feet; thence Southeasterly along a curve to the right (said curve having a radius of 393.07 feet and being 20 feet East of, measured at right angles to, and parallel to the last above described curve) 96.5 feet; thence South 8 degrees 15 minutes 50 seconds East 108.48 feet; thence South 371 feet; thence South 89 degrees 44 minutes 20 seconds East 132 feet; thence South 80 feet; thence South 89 degrees 44 minutes 20 seconds East 107.79 feet; thence South to the North line of the right-of-way of the Kansas City Southern Railway Company; thence Southwesterly along said North right-of-way line, to the Point of Beginning, less the parts thereof now lying and being in 18th Street Trafficway as now established:

LESS the following:

The West 132 feet (measured along the North and South lines thereof) of that part of the Southwest Quarter of Section 16, Township 11, Range 25, in Kansas City, Wyandotte County, Kansas, described as follows: From a point on the South line of said quarter section 440.4 feet East (measured along said South line) of the Southwest corner of said quarter section run thence North and parallel with the West line of said quarter section 695.64 feet to the True Point of Beginning of the tract hereby described; thence continuing North and parallel with the West line of said quarter section 80 feet to a point; thence North 89 degrees 44 minutes 20 seconds West (based upon the assumption that the West line of said quarter section runs due North and South) 267.79 feet to a point; thence South and parallel with the West line of said quarter section 80 feet; thence East 267.79 feet to the True Point of Beginning.

TRACT II:
All that part of the Southwest Quarter of Section 16, Township 11, Range 25, in Kansas City, Wyandotte County, Kansas described as follows: From a point on the South line of said quarter section 440.4 feet East (measured along said line) of the Southwest corner of said quarter section; run thence North and parallel with the West line of said quarter section 695.64 feet to the True Point of Beginning of the tract hereby described; thence continuing North and parallel with the West line of said quarter section 606.57 feet to a point on the Southerly right-of-way line of the Chicago Rock Island and Pacific Railroad Company; thence Northwesterly and along said Southerly right-of-way line 302.43 feet to a point; thence Southeasterly along

a curve to the right having a radius of 393.07 feet; the initial tangent of which curve bears South 15 degrees 46 minutes 32 seconds (based upon the assumption that the West line of said quarter runs due North and South), a distance of 96.50 feet; thence South 8 degrees 19 minutes 50 seconds (based upon the assumption that the West line of said quarter section runs due North and South) a distance to 108.48 feet; thence South and parallel with the West line of said quarter section 451 feet; thence East 267.79 feet to the True Point of Beginning.

TRACT III:
All that part of the Southwest Quarter of Section 16, Township 11, Range 25, in Kansas City, Wyandotte County, Kansas described as follows: From the point on the South line of said Quarter Section 440.4 feet East (measured along said South line) of the Southwest corner of said Quarter Section run North along a line parallel to the West line of said Quarter Section to the point of intersection thereof with the Northerly line of the Kansas City Southern Railroad Company's right-of-way as now established, said point of intersection being the true point of beginning of the tract hereby described; thence North along the same line to a point 695.64 feet North (measured along said line) of the South line of said Quarter Section; thence North 89 degrees 44 minutes 20 second West (based upon the assumption that the West line of said Quarter Section runs due North and South) 28 feet; thence South along a line parallel to the West line of said Quarter section to the point of intersection thereof with the Northerly line of said railroad right-of-way; thence Northeasterly along said Northerly right-of-way line to the true point of beginning.

TRACT IV:
The East 33.9 feet of the following described tract of ground, Beginning at a point 850 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11, Range 25; thence South 111 feet to the North line of Kansas Avenue in Kansas City, Kansas; thence West along said North line 293.9 feet; thence North 111 feet; thence East 293.9 feet to Point of Beginning, intending hereby to convey a tract off the East end of the described tract 33.9 feet wide from East to West and 111 feet long from North to South.

TRACT V:
Beginning at a point 440.4 feet East of the Southwest corner of Section 16, Township 11, Range 25, in Wyandotte County, Kansas; thence East 112.6 feet to the West line of the right of way of the Kansas City Southern Railway Company for its West spur leading to Peet Bros. Manufacturing Company's plant; thence North along said right of way 152.5 feet; thence Northeasterly on a curve to the right, having a radius of 297.9 feet for a distance of 217.5 feet, more or less, to the Southerly line of the right of way of the Kansas City Southern Railway Company's McAlpine Avenue spur; thence South 60 degrees 12 minutes West along the Southerly line of said last mentioned right of way 220 feet, more or less, to a point North of beginning; thence South 241 feet to Beginning.

TRACT VI:
A tract Beginning at a point 440.4 feet East and 258.3 feet North of the Southwest corner of Section 16, Township 11, Range 25, said point being the Northerly line of the right of way of the McAlpine Avenue spur of the Kansas City Southern Railway; thence North 1042.1 feet, more or less, to the Northerly line of the Chicago, Rock Island and Pacific Railroad Yards; thence South 80 degrees 22 minutes East 206.8 feet to a point; thence South 841.1 feet to a point; thence Southerly in a 12 degrees 30 minute curve to the right intersecting said Northerly line of said right of way of the Kansas City Southern's McAlpine Avenue spur, tangent to the same 203.5 feet distant from the last mentioned point; thence Southwesterly along said Northerly line of said right of way to the Point of Beginning.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:
A tract of land located in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at a point 440.4 feet East and 258.3 feet North of the Southwest corner of Section

16, Township 11, Range 25, said point being on the Northerly line of the right-of-way of the McAlpine Avenue spur of the Kansas City Southern Railroad; thence North 747.1 feet, along the West line of a tract of land conveyed by J.B. Angell to Philadelphia Quartz Company, as recorded in the Wyandotte County Register of Deeds Office in Book 1233 at Page 53; thence East perpendicular to the previous line, 95.0 feet, to the Point of Beginning of this tract; thence North parallel to said West line, 65.0 feet; thence East 25.0 feet; thence North 60.0 feet; thence East 23.0 feet; thence North 37.0 feet; thence East 66.0 feet; thence South 31.0 feet; thence East 23.0 feet; thence South 29 degrees 36 minutes 16 seconds East 50.6 feet; thence South 39.0 feet; thence East 27.0 feet; thence South 72.0 feet; thence West 30.0 feet; thence North 20.0 feet; thence West 26.0 feet; thence North 4.0 feet; thence West 133.0 feet to the Point of Beginning.

AND EXCEPT:
A tract of land located in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at a point 440.4 feet East and 258.3 feet North of the Southwest corner of Section 16, Township 11, Range 25, said point being on the Northerly line of the Right-of-Way of the McAlpine Avenue Spur of the Kansas City Southern Railroad; thence North 310.2 feet, along the West line of a tract of land conveyed by J.B. Angell to The Philadelphia Quartz Company, as recorded in the Wyandotte County Register of Deeds Office in Book 1233, at Page 53; thence East perpendicular to the previous line, 135.7 feet to the Point of Beginning of this tract; thence continuing East 54.0 feet; thence North perpendicular to the previous line, 76.0 feet; thence West 54.0feet; thence South 76.0 feet, to the Point of Beginning.

TRACT VII:
A tract of land located in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Beginning at a point on the Northerly line of the right-of-way of the McAlpine Avenue spur of The Kansas City Southern Railway Company, which point is 495.98 feet North and 869.3 feet East of the Southwest corner of Section 16, Township 11, Range 25 East; thence North 723.6 feet to the Southerly line of the Chicago, Rock Island and Pacific Railroad Yards; thence North 69 degrees and 50 minutes, West 50 feet; thence North 80 degrees 22 minutes West 182.6 feet to a point 226 feet West of the prolongation of said course, running North 723.6 feet; thence South 841.1 feet to a point; thence Southwesterly on a 12 degree, 30 minute curve to the right, intersecting said Northerly line of right-of-way, tangent to same 203.5 feet distance from the last mentioned point; thence Northeasterly along said right-of-way line to the Point of Beginning.

EXCEPT THE FOLLOWING DESCRIBED TRACT:
A tract of land located in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at a point 440.4 feet East and 258.3 feet North of the Southwest corner of Section 16, Township 11, Range 25, said point being on the Northerly line of the right-of-way of the McAlpine Avenue spur of the Kansas City Southern Railroad; thence North 747.1 feet, along the West line of a tract of land conveyed by J.B. Angell to Philadelphia Quartz Company, as recorded in the Wyandotte County Register of Deeds Office in Book 1233 at Page 53; thence East perpendicular to the previous line, 95.0 feet, to the Point of Beginning of this tract; thence North parallel to said West line, 65.0 feet; thence East 25.0 feet; thence North 60.0 feet; thence East 23.0 feet; thence North 37.0 feet; thence East 66.0 feet; thence South 31.0 feet; thence East 23.0 feet; thence South 29 degrees 36 minutes 16 seconds East 50.6 feet; thence South 39.0 feet; thence East 27.0 feet; thence South 72.0 feet; thence West 30.0 feet; thence North 20.0 feet; thence West 26.0 feet; thence North 4.0 feet; thence West 133.0 feet to the Point of Beginning.

TRACT VIII:
A tract of land located in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at a point 440.4 feet East and 258.3 feet North of the Southwest corner of Section 16, Township 11, Range 25, said point being on the Northerly line of the right-of-way of the McAlpine Avenue spur of the Kansas City Southern Railroad; thence North 747.1 feet, along the West line of a tract of land conveyed by J.B. Angell to Philadelphia Quartz Company, as recorded in the Wyandotte County

Register of Deeds Office in Book 1233 at Page 53; thence East perpendicular to the previous line, 95.0 feet, to the Point of Beginning of this tract; thence North parallel to said West line, 65.0 feet; thence East 25.0 feet; thence North 60.0 feet; thence East 23.0 feet; thence North 37.0 feet; thence East 66.0 feet; thence South 31.0 feet; thence East 23.0 feet; thence South 29 degrees 36 minutes 16 seconds East 50.6 feet; thence South 39.0 feet; thence East 27.0 feet; thence South 72.0 feet; thence West 30.0 feet; thence North 20.0 feet; thence West 26.0 feet; thence North 4.0 feet; thence West 133.0 feet to the Point of Beginning.

TRACT IX:
A tract of land located in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at a point 440.4 feet East and 258.3 feet North of the Southwest corner of Section 16, Township 11, Range 25, said point being on the Northerly line of the Right-of-Way of the McAlpine Avenue Spur of the Kansas City Southern Railroad; thence North 310.2 feet, along the West line of a tract of land conveyed by J.B. Angell to The Philadelphia Quartz Company, as recorded in the Wyandotte County Register of Deeds Office in Book 1233, at Page 53; thence East perpendicular to the previous line, 135.7 feet to the Point of Beginning of this tract; thence continuing East 54.0 feet; thence North perpendicular to the previous line, 76.0 feet; thence West 54.0 feet; thence South 76.0 feet, to the Point of Beginning.

TRACT X:
All that part of the Southwest quarter of the southwest quarter of section 16, Township 11 South, Range 25 East of the 6th Principal Meridian, more particularly described as follows:

Beginning at the point on the East line of said southwest quarter of the southwest quarter 550.09 feet North of the Southeast corner of said Southwest quarter;

Thence South 00°00’ 00” West 38.50 feet along said East line;

Thence North 89° 50’ 26” West 371.74 feet parallel with and 12.00 feet North of the centerline of Kansas City Southern Railway Company spur track to the beginning of the curve concave to the South, having a radius of 298.48 feet;

Thence Westerly 78.86 feet parallel with and 12.00 feet North of said spur track along said curve, having a chord bearing of South 82° 35’ 26” West, a chord distance of 78.63 feet;

Thence North 00° 00” 00” East 39.69 feet parallel with and 449.70 feet West of said Eats line of the beginning of the Southwest quarter of the Southwest quarter to the beginning of a non-tangent curve concave to the South having a radius of 336.98 feet.

Thence Easterly 78.77 feet along said curve, having a chord bearing North 83° 27’ 46” East, a chord distance of 78.59 feet:

Thence South 89° 50’ 26” East 371.62 feet to the point of the beginning.

TRACT XI:
Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11, Range 25, Kansas City, Wyandotte County, Kansas, said point being 111.00 feet North of the North line of Kansas Avenue; thence West 93 feet; thence South 59 feet; thence East 21 feet; thence South 52 feet to the North line of Kansas Avenue; thence East along said North line, 72 feet, said point being South of beginning; thence North 111.00 feet to the point of beginning, except any part taken, used or dedicated for roads or public rights-of-way.

TRACT XII:
Beginning at a point 72 feet West and 111 feet South of the Northeast corner of the Northwest Quarter of Section 21, Township 11, Range 25, Kansas City, Wyandotte County, Kansas; thence North 52 feet; thence West 21 feet; thence North 59 feet to a point on the North line of said Section 21, Township 11, Range 25; thence West on said Une 79 feet; thence South 111 feet to the North line of Kansas Avenue; thence East on said line, 100 feet to the paint of beginning, except any part taken, used or dedicated for roads or public rights-of-way.

TRACT XIII:
All that part of the Southwest Quarter of the Southwest Quarter of Section 16, Township 11, Range 25, in Kansas City, Wyandotte County, Kansas, described as follows: Beginning at the Southeast corner of said Quarter Quarter Section; thence running West 449.7 feet; thence North 448.73 feet, more or less, to the intersection with the Southerly right-of-way line of the Kansas City Southern Railroad; thence on a curve to the right with a radius of 281.4 feet along the Southerly right-of-way line of said Railroad, 171 feet, more or less, to a point 288.2 feet West of the East line of said Quarter Quarter Section and 492.35 feet North of the South line of said Quarter Quarter Section; thence East 288.2 feet along said Southerly right-of-way line of said railroad to the East line of said Quarter Quarter Section; thence South on said East line, 492.35 feet to the beginning, EXCEPT any part taken, used or dedicated for roads or public rights-of-way.

AND EXCEPT

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: THE BEARINGS IN THIS DOCUMENT ARE ORIENTED TO GRID NORTH KANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE.

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21; THENCE SOUTH 87°46’40” WEST 1,322.84 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO THE NORTH-SOUTH CENTER LINE OF SAID QUARTER SECTION; THENCE NORTH 02°17’59” EAST 236.64 FEET ALONG THE WEST RIGHT-OF-WAY OF 14TH STREET AS NOW ESTABLISHED AND ALSO THE NORTH-SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF SECTION 16, TO THE POINT BEGINNING; THENCE SOUTH 87°46’40’ WEST 233.75 FEET ALONG A LINE LYING 20 FEET SOUTH OF AN EXISTING ONE-STORY MASONRY BUILDING; THENCE NORTH 02°13’20” WEST 10.00 FEET ALONG A LINE LYING 50 FEET WEST OF THE AFOREMENTIONED BUILDING; THENCE SOUTH 87°46’40” WEST 216.26 FEET TO A POINT LYING 450 FEET WEST OF THE WEST RIGHT-OF-WAY OF 14TH STREET AS MEASURED AT RIGHT ANGLES TO SAID RIGHT-OF-WAY; THENCE NORTH 02°17’59” WEST 235.12 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE MCALPINE AVENUE SPUR OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 278.98 FEET, A LENGTH OF 79.60 FEET, AN INTERIOR ANGLE OF 16°20’55”, A CHORD BEARING OF NORTH 79°43’28” EAST,

AND A CHORD DISTANCE OF 79.33 FEET; THENCE NORTH 87°53’55” EAST 371.44 FEET TO THE WEST RIGHT-OF WAY OF 14TH STREET; THENCE SOUTH 02°17’59” EAST 255.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 02°16'18" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING THE WEST LINE OF 14TH STREET, 111.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°046'58" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 450.00 FEET; THENCE NORTH 02°16'18' WEST, PARALLEL WITH SAID EAST LINE, 135 00 FEET TO THE SOUTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO BOYLE MIDWEST L L C BY KANSAS WARRANTY DEED RECORDED IN BOOK 5326 AT PAGE 636 AND 637, SAID POINT ALSO BEING 235 12 FEET SOUTH 02°17'59" EAST OF THE SOUTH RIGHT OF WAY LINE OF THE MCALPINE AVENUE SPUR OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTH 87°46'58" EAST, ALONG THE SOUTH LINE OF SAID BOYLE TRACT, 216.26 FEET; THENCE SOUTH 02°13'02" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BOYLE TRACT, 10.00 FEET; THENCE NORTH 87°46'58" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BOYLE TRACT 233. 75 FEET TO SAID EAST LINE, THENCE SOUTH 02°16'18" EAST, ALONG SAID EAST LINE, 125.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHT OF WAYS.

TRACT XIV:

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 16, Township 11 South, Range 25 East of the 6th Principal Meridian Kansas City, Wyandotte County, Kansas, more particularly described as follows:

NOTE: For course orientation, the bearings in this description are based on the South line of the Southwest Quarter of said Section 16, having a bearing of South 89 degrees 57 minutes 43 seconds East.

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 16; thence North 00 degrees 00 minutes 00 seconds East 550.09 feet along the East line of the Southwest Quarter of the Southwest Quarter of said Section 16 to a half inch reinforcing bar set with LS 533 Survey cap and the point of beginning of the tract herein described; thence North 00 degrees 00 minutes 00 seconds East 503.95 feet along the East line of said Quarter Quarter Section and the West line of 14th Street as now established to the Southerly line of the Chicago, Rock Island and Pacific Railroad Right of Way and a one-half inch reinforcing bar set with LS 533 Survey cap; thence North 69 degrees 52 minutes 07 seconds West 478.96 feet along said Southerly right-of-way line to a point on a line 449.7 feet West of the East line of said Quarter Quarter Section; thence South 00 degrees 00 minutes 00 seconds West 676.71 feet parallel with and 449.7 feet West of the East line of the Southwest Quarter of the Southwest Quarter of said Section 16 to the Northerly right-of-way line of the Kansas City Southern Railroad (McAlpine Avenue Spur), and a curve concave to the South, having a radius of 336.98 feet and a central angle of 13 degrees 23 minutes 36 seconds, said point being monumented by a one-half inch reinforcing bar found 0.58 feet West and 0.09 feet South of the true corner; thence Easterly 78.77 feet along said right-of-way line and said curve, having a chord bearing of North 83 degrees 27 minutes 46 seconds East and a chord distance of 78.59 feet to a one-half inch reinforcing bar set with LS 533 Survey cap; thence South 89 degrees 50 minutes 26 seconds East 371.62 feet along said North right-of-way line to the point of beginning of the tract herein described.

TRACT XV:

Beginning at a point in the North line of Kansas Avenue, in Kansas City, Kansas 111 feet South and 575 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 21,

Township 11, Range 25, Wyandotte County, Kansas; thence West along the North line of Kansas Avenue 50 feet; thence North 111 feet; thence East 50 feet; thence South 111 feet to the point of beginning.

TRACT XVI:

Beginning at a point on the South line of Section 16, Township 11, Range 25 East, 573 feet East of the Southwest corner of said Section, said point of beginning being at the intersection of said South line of said Section with the Easterly line of the right of way of the Kansas City South Railway Company for the West spur track leading to Peet Brothers Manufacturing Company Plant; Thence East along South line of said Section 157.5 feet to the West line of Kansas City Southern Railway Company right of way for the East spur tract leading to said plant of Peet Brothers Manufacturing Company; thence North along said West line of said right of way las mentioned 210 feet; thence Northerly along a curve to the right tangent to said last mentioned course with a radius of 295.4 feet a distance of 298.8 feet to the East line of land owned by Alice M. Scott, said line begin parallel to the East line of the Southwest Quarter of the Southwest Quarter of said Section 16, and about 870.3 feet therefrom; thence North 18 feet more or less to Southerly line of said Railway right of way for its McAlpine Avenue spur tract; thence Southwesterly along the last mentioned right of way on a curve to the left with a radius of 280.4 feet a distance of 66.2 feet; thence Southwesterly on a line tangent to the last mentioned curve 125.5 feet to the first mentioned Easterly right of way; thence Southwesterly along the first mentioned line of right of way 60.1 feet; thence Southwesterly on a curve to the left with a radius of 277.9 feet a distance of 220 feet to a point North of the point of beginning; thence South tangent to said last mentioned curve 151 feet more or less to the point of beginning.

TRACT XVII:

The West Half of the East Half of the following: Beginning on the North fine of Kansas Avenue, 111 feet South and 600 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11, Range 25; thence West along the North line of Kansas Avenue, 100 feet; thence North 111 feet; thence East 100 feet; thence South 111 feet to the beginning, in Kansas City, Wyandotte County, Kansas.

TRACT XVIII:

Beginning at a point on the North line of Kansas Avenue, in Kansas City, Wyandotte County, Kansas, which point is 111 feet South and 700 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11, Range 25; thence West along the North line of Kansas Avenue 50 feet; thence North 111 feet; thence East 50 feet; thence South 111 feet to the point of beginning.

TRACT XIX:

Beginning at a point in the North line of Kansas Avenue, in Kansas City, Wyandotte County, Kansas, 111 feet South and 750 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11, Range 25; thence West 32 feet; thence North 111 feet; thence East 32 feet; thence South 111 feet to the point of beginning.

TRACT XX:

Beginning at a point in the North line of Kansas Avenue, in Kansas City, Wyandotte County, Kansas, 111 feet South and 782 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11, Range 25; thence West along the North line of Kansas Avenue 68 feet; thence North 111 feet; thence East 68 feet; thence South 111 feet to the point of beginning.

TRACT XXI:

A railroad track right of way located in the Southwest Quarter of the Southwest Quarter of Section 16, Township 11, Range 25 East, Kansas City, Wyandotte County, Kansas, said right of way being 20 feet in width, 10 feet either side of the following described centerline: Beginning at a point of switch in The Kansas City Southern Railway Company's East McAlpine Spur Track at established Survey Station 14+02.7; thence Southwesterly through a No. 7 turnout to the left having a theoretical curvature of 12 degrees 30 minutes through an angle of 8 degrees 10 minutes for a distance of 64.0 feet to a point of compound curve; thence on a 20 degree 00 minute curve to the left through an angle of 51 degrees 50 minutes for a distance of 259.2 feet to a point of tangency; thence Southerly 160 feet, more or less, to a point in the South line of Section 16, 760 feet West of the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 16, said point being the end of the railroad track right of way herein described; EXCLUDING the McAlpine Spur Tract right of way.

TRACT XXII:

A tract of land in the Southwest Quarter of Section 16, and the Northwest Quarter of Section 21, Township 11 South, Range 25 East of the 6th Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Beginning at a point 440.40 feet East of the Southwest corner of said Section 16, said point also being the Northwest corner of said Section 21, said point being 883.90 feet by Deed, West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 21 and 883.0 feet by Survey Measurement, said point also being 0.30 feet East of a concrete block building having an address of 1706 Kansas Avenue as now established. The North 0 degrees 08 minutes 40 seconds West, 241.0 feet to a point on the Southerly right-of-way line of the Kansas City Southern Railroad, and a chiseled mark cut in the North base of the South railroad rail; thence South 59 degrees 59 minutes 55 seconds West, along said Southerly right-of-way line, 302.09 feet; thence on a curve to the right, tangent to the last described course, having a radius of 295.44 feet, an arc distance of 33.71 feet to a point on the Easterly right-of-way line of 18th Street Expressway as now established; thence South 19 degrees 39 minutes 00 seconds East, along said right-of-way line, 79.40 feet; thence East, along said right-of-way line, 5.22 feet; thence South 0 degrees 08 minutes 40 seconds East, along said right-of-way line, 14.72 feet; thence South 19 degrees 39 minutes 00 seconds East, along said right-of-way line, 22.60 feet; thence South 51 degrees 23 minutes 50 seconds East, along said right-of-way line, 64.11 feet; thence South 69 degrees 15 minutes 10 seconds East, along said right-of-way line, 98.80 feet to the Southwest corner of a concrete block building having an address of 1706 Kansas Avenue; thence East 110.55 feet to a railroad spike with a cross cut on top; thence North 0 degrees 08 minutes 40 seconds West and parallel with the West line of said Section 21, 111.00 feet to the point of beginning of the tract herein described, less that part taken or used for road purposes.

LESS:

LEASE BOUNDARY DESCRIPTION

A Tract of land lying and situated in the Southwest Quarter of Section 16, Township 11 South, Range 25 East of the Sixth Principal Meridian, in Kansas City, Wyandotte County, Kansas, more particularly described as follows:

(Note: For course orientation the bearings in this description are based on the West line of said Southwest Quarter having a bearing of North 02° 25' 19" West as determined by Global Positioning System observations referenced to the Kansas State Plane Coordinate System, North Zone, NAD83.)

Commencing at the Southwest corner of said Southwest Quarter monumented by a found concrete nail in pavement; thence North 02° 25' 19" West 362.18 feet on the West line of said Southwest Quarter; thence North 87° 34' 41" East 33.06 feet to the East Right-of-Way line of 18th Street as monumented by a found 5/8" inch reinforcing rod with a cap marked "Taliaferro & Browne" and the Point of Beginning of the Tract of land herein described; Thence North 02° 23' 32" West 339.70 feet on said East Right-of-Way line as monumented; Thence North 88° 08' 01" East 208.88 feet; Thence North 02° 23' 07" West 262.93 feet; Thence North 87° 36' 53" East 203.34 feet; Thence North 02° 01' 05" West 336.86 feet to the South line of the Union Pacific Railroad (formerly the Chicago, Rock Island and Pacific Railroad); Thence South 83° 00' 44" East 176.33 on said South line; Thence departing said South line South 41° 55' 42" East 90.58 feet to the beginning of a tangent curve concave southwesterly and having a radius of 100.00 feet; Thence southerly on said curve an arc length of 69.20 feet, said curve having a chord bearing of South 22° 06' 10" East, a chord distance of 67.83 feet and an interior angle of 39° 39' 04", to a point of tangency; Thence South 02° 16' 38" East 519.35 feet; Thence South 87° 43' 37" West 83.90 feet; Thence North 02° 36' 50" West 19.82 feet; Thence South 87° 43' 37" West 84.89 feet; Thence North 01° 53' 23" West 59.33 feet; Thence South 88° 06' 37" West 179.68 feet; Thence South 02° 25' 59" East 180.39 feet; Thence South 85° 58' 04" West 10.90 feet; Thence South 01° 56' 19" East 109.38 feet; Thence South 88° 05' 15" West 13.55 feet; Thence South 02° 28' 49" East 120.69 feet; Thence South 88° 08' 01" West 291.71 feet to said East Right-of-Way line of 18th Street as now monumented and the beginning of a non-tangent curve concave easterly and having a radius of 794.83 feet; Thence northerly on said curve an arc length of 71.26 feet on said East Right-of-Way line as now monumented to a 5/8 inch reinforcing rod with a cap marked "Taliaferro & Browne", said curve having a chord bearing of North 04° 57' 40" West, a chord distance of 71.24 feet and an interior angle of 05° 08' 14", to the Point of Beginning, said Tract containing 337,593 square feet or 7.7501 acres.

Staff Request for Commission Action

Tracking No. 212117

Full Commission Meeting Date: 11/17/22
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/10/2022	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description:
To adopt resolutions amending section 2-53 of the UG Code to set new UG commissioner district boundaries, and to make other corrections to Section 2-53, submitted by Jeff Conway, Assistant Counsel.

Action Requested:
To adopt the resolutions.

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

Attachments List:
Commissioner districts resolution 2022 (Alternative 1), Commissioner districts resolution 2022 (Alternative 2), Commissioner districts resolution 2022 (Alternative 3), FINAL_UG_Redist_Alt#1, FINAL_UG_Redist_Alt#2, UG_Redist_Alt#3.2_MAP_11-7-22

Published: _____

ORDINANCE NO. _____

RESOLUTION NO. _____

AN ORDINANCE & RESOLUTION relating to Chapter 2, Administration, amending Sections 2-51 and 2-53 of the Unified Government Code, and repealing original Sections 2-51 and 2-53.

WHEREAS, the federal decennial census is conducted every ten years and the Department of Commerce is required to report to the President a tabulation of total population of states for reapportionment purposes pursuant to 13 U.S.C. §141(b);

WHEREAS, the President is required to report to Congress pursuant to 2 U.S.C. §2a(a) a "statement showing the whole number of persons in each state" ascertained under the most recent federal decennial census;

WHEREAS, under Article 10, section 1 of the Kansas Constitution, the Legislature is to reapportion House and Senate districts at the regular session in 1992 and every ten years thereafter;

WHEREAS, the Legislature completed its redistricting during the 2022 regular session and the legislative lines were upheld by the Kansas Supreme Court on June 21, 2022 in *In re Validity of Substitute for Senate Bill 563*, 315 Kan. 864, 512 P.3d 220 (2022);

WHEREAS, in K.S.A. 25-26a04, county election officers are required to maintain maps that show precincts, house districts, and senate districts, and the maps must be submitted to the Kansas Secretary of State for review;

WHEREAS, under K.S.A. 25-26a02(d), since 1992, a precinct must be wholly inside a legislative district, and thus the election commissioner necessarily was required to submit a new precinct map after the Legislature redrew legislative lines this year; and

WHEREAS, under section 2-53 of the Unified Government Code, the Board of Commissioners is required, "[i]n July of the year after completion of the decennial federal census" to determine procedures to reestablish the commission district boundaries, and to certify the boundaries to the election commissioner by December 31 of that year.

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

Section 1. That Section 2-51 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 2-51. - Composition and eligibility.

(a) The unified board of commissioners shall be an 11-member governing body hereinafter referred to as the "commission" composed of a chief executive/mayor (hereinafter "mayor") nominated and elected at large, and ten commission members. Eight of the commission members shall be nominated and elected from districts. Two at-large commission members shall be nominated from districts and elected at-large. The mayor and each district and at-large commission member shall be at the time of filing for the office a citizen of the United States, a qualified elector of Wyandotte County and, except for the mayor, must reside in either the district or the at-large district for which the person has filed to be elected and thereafter for the duration of their term continuously maintain said qualifications. The mayor must at all times reside within Wyandotte County.

(b) From and after January 1, 2017, any person desiring to become a candidate for the office of mayor or for a position as a commission member shall file before the filing deadline with the election commissioner of the unified government (hereinafter "election commissioner") a statement of candidacy on a form furnished by the election commissioner. Each filing for mayor shall be accompanied by a filing fee ~~equal to one percent of the annual salary for such position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 1,400 qualified electors of the unified government. Each filing for the position of at-large commission member shall be accompanied by a filing fee ~~equal to one percent of the annual salary for the position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 700 qualified electors. Each filing for the position of district commission member shall be accompanied by a filing fee ~~equal to one percent of the annual salary for the position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 175 qualified electors.

Section 2. That Section 2-53 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 2-53. - Commission districts; number; district boundaries; revision of boundary lines.

(a) There shall be eight commission districts and two at-large districts. The districts from which the district commission members shall be nominated shall be comprised of the ward and precincts as follows:

District No.	Ward	Precincts
District No. 1	1	1
	2	1, 2, 3, 7
	3	1, 2
	10	1
	11	1, 2, 3, 5, 17
	13	1, 2, 3, 5, 11
District No. 2	1	2, 3, 4, 5
	4	1, 2, 3, 4
	5	1, 2, 3, 4, 5
	6	1, 2
	9	1
District No. 3	7	1, 2, 3, 5, 6, 7, 11, 12
	8	1, 2, 3, 4
	12	1, 2, 3, 4
District No. 4	2	4, 5, 6
	3	3, 4, 5
	9	2, 3
	10	2, 3, 4, 5, 6, 7
	11	4
District No. 5	11	10, 11, 13, 14, 15
	14	6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
District No. 6	7	4, 8, 9, 10
	9	7, 13, 14, 21, 22, 23
	12	5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
	QC 1	1
District No. 7	BS 1	1
	BS 2	1
	BS 3	1
	BS 4	1
	DW 1	1
	ED 1	1
	ED 2	1
	ED 2	2
	9	10, 11, 12, 16, 17, 18, 25
	11	12
District No. 8	9	4, 5, 6, 8, 9, 15, 19, 20, 24
	11	6, 7, 8, 9, 16
	13	4, 6, 7, 8, 9, 10, 12, 13
	14	1, 2, 3, 4, 5

The northern at-large commission district shall consist of the wards and precincts of commission districts 1, 4, 5, and 8.

The southern at-large commission district shall consist of the wards and precincts of commission districts 2, 3, 6, and 7.

The district lines as hereinabove set forth shall be effective until such time as the district boundaries are reestablished in accordance with the provisions of this section 2-53.

(b) In July of the year when the legislature has been redistricted pursuant to state law in a year the last digit of which is 2 ~~after completion of the decennial federal census, U.S. Decennial Census and every tenth year thereafter~~, the commission shall by resolution determine procedures to reestablish the district boundaries in accordance with the requirements of federal and state law so as to render each district as nearly equal in population as possible. The commission shall certify the boundaries to the election commissioner of Wyandotte County prior to December 31 of said year.

(c) The boundary lines for the eight districts in which district commission members shall be nominated and elected shall be reestablished by the commission so as to:

(1) Contain within each district the population which to the greatest extent feasible is equal to one-eighth of the total population of the unified government but in which under no circumstances shall be greater or less then one-eighth of the total population of the county by either more or less than two percent, based on the U.S. Decennial Census;

(2) Maintain a reasonably compact and contiguous area in each district and avoid any noncontiguous zones or any unusually exaggerated extensions of boundary lines;

(3) Follow election precinct lines as established by the election commissioner and be described in terms of wards and precincts contained in each district;

(4) Avoid use of party affiliation or other partisan data; and

(5) Maintain to the extent possible the integrity of a broadly cohesive area of interest.

Section 3. That said original Sections 2-51 and 2-53 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and are hereby repealed.

Section 4. This ordinance and resolution shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____ 2022

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

UG Counsel

Published: _____

ORDINANCE NO. _____

RESOLUTION NO. _____

AN ORDINANCE & RESOLUTION relating to Chapter 2, Administration, amending Sections 2-51 and 2-53 of the Unified Government Code, and repealing original Sections 2-51 and 2-53.

WHEREAS, the federal decennial census is conducted every ten years and the Department of Commerce is required to report to the President a tabulation of total population of states for reapportionment purposes pursuant to 13 U.S.C. §141(b);

WHEREAS, the President is required to report to Congress pursuant to 2 U.S.C. §2a(a) a "statement showing the whole number of persons in each state" ascertained under the most recent federal decennial census;

WHEREAS, under Article 10, section 1 of the Kansas Constitution, the Legislature is to reapportion House and Senate districts at the regular session in 1992 and every ten years thereafter;

WHEREAS, the Legislature completed its redistricting during the 2022 regular session and the legislative lines were upheld by the Kansas Supreme Court on June 21, 2022 in *In re Validity of Substitute for Senate Bill 563*, 315 Kan. 864, 512 P.3d 220 (2022);

WHEREAS, in K.S.A. 25-26a04, county election officers are required to maintain maps that show precincts, house districts, and senate districts, and the maps must be submitted to the Kansas Secretary of State for review;

WHEREAS, under K.S.A. 25-26a02(d), since 1992, a precinct must be wholly inside a legislative district, and thus the election commissioner necessarily was required to submit a new precinct map after the Legislature redrew legislative lines this year; and

WHEREAS, under section 2-53 of the Unified Government Code, the Board of Commissioners is required, "[i]n July of the year after completion of the decennial federal census" to determine procedures to reestablish the commission district boundaries, and to certify the boundaries to the election commissioner by December 31 of that year.

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

Section 1. That Section 2-51 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 2-51. - Composition and eligibility.

(a) The unified board of commissioners shall be an 11-member governing body hereinafter referred to as the "commission" composed of a chief executive/mayor (hereinafter "mayor") nominated and elected at large, and ten commission members. Eight of the commission members shall be nominated and elected from districts. Two at-large commission members shall be nominated from districts and elected at-large. The mayor and each district and at-large commission member shall be at the time of filing for the office a citizen of the United States, a qualified elector of Wyandotte County and, except for the mayor, must reside in either the district or the at-large district for which the person has filed to be elected and thereafter for the duration of their term continuously maintain said qualifications. The mayor must at all times reside within Wyandotte County.

(b) From and after January 1, 2017, any person desiring to become a candidate for the office of mayor or for a position as a commission member shall file before the filing deadline with the election commissioner of the unified government (hereinafter "election commissioner") a statement of candidacy on a form furnished by the election commissioner. Each filing for mayor shall be accompanied by a filing fee ~~equal to one percent of the annual salary for such position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 1,400 qualified electors of the unified government. Each filing for the position of at-large commission member shall be accompanied by a filing fee ~~equal to one percent of the annual salary for the position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 700 qualified electors. Each filing for the position of district commission member shall be accompanied by a filing fee ~~equal to one percent of the annual salary for the position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 175 qualified electors.

Section 2. That Section 2-53 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 2-53. - Commission districts; number; district boundaries; revision of boundary lines.

(a) There shall be eight commission districts and two at-large districts. The districts from which the district commission members shall be nominated shall be comprised of the ward and precincts as follows:

District No.	Ward	Precincts
District No. 1	1	1
	2	1, 2, 3, 7
	3	1, 2, 3
	10	1
	11	1, 2, 3, 5, 17
	13	1, 2, 5, 11
District No. 2	1	2, 3, 4, 5
	4	1, 2, 4
	5	1, 2, 3, 4, 5
	6	1, 2
	9	2, 24
District No. 3	7	1, 2, 3, 5, 6, 7, 11, 12
	8	1, 2, 3, 4
	12	1, 2, 3, 4
District No. 4	2	4, 5, 6
	3	4, 5
	4	3
	9	1, 3
	10	2, 3, 4, 5, 6, 7
	11	4
District No. 5	11	10, 11, 13
	14	5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
District No. 6	7	4, 8, 9, 10
	9	4, 5, 7, 13. 14, 21, 22, 23
	12	5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
	QC 1	1
District No. 7	BS 1	1
	BS 2	1
	BS 3	1
	BS 4	1
	DW 1	1
	ED 1	1
	ED 2	1
	ED 2	2
	9	10, 11, 12, 16, 17, 18, 25
	11	12
District No. 8	9	6, 8, 9, 15, 19, 20
	11	6, 7, 8, 9, 14, 15, 16
	13	3, 4, 6, 7, 8, 9, 10, 12, 13
	14	1, 2, 3, 4

The northern at-large commission district shall consist of the wards and precincts of commission districts 1, 4, 5, and 8.

The southern at-large commission district shall consist of the wards and precincts of commission districts 2, 3, 6, and 7.

The district lines as hereinabove set forth shall be effective until such time as the district boundaries are reestablished in accordance with the provisions of this section 2-53.

(b) In July of the year when the legislature has been redistricted pursuant to state law in a year the last digit of which is 2 ~~after completion of the decennial federal census, U.S. Decennial Census and every tenth year thereafter~~, the commission shall by resolution determine procedures to reestablish the district boundaries in accordance with the requirements of federal and state law so as to render each district as nearly equal in population as possible. The commission shall certify the boundaries to the election commissioner of Wyandotte County prior to December 31 of said year.

(c) The boundary lines for the eight districts in which district commission members shall be nominated and elected shall be reestablished by the commission so as to:

(1) Contain within each district the population which to the greatest extent feasible is equal to one-eighth of the total population of the unified government but in which under no circumstances shall be greater or less then one-eighth of the total population of the county by either more or less than two percent, based on the U.S. Decennial Census;

(2) Maintain a reasonably compact and contiguous area in each district and avoid any noncontiguous zones or any unusually exaggerated extensions of boundary lines;

(3) Follow election precinct lines as established by the election commissioner and be described in terms of wards and precincts contained in each district;

(4) Avoid use of party affiliation or other partisan data; and

(5) Maintain to the extent possible the integrity of a broadly cohesive area of interest.

Section 3. That said original Sections 2-51 and 2-53 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and are hereby repealed.

Section 4. This ordinance and resolution shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____ 2022

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

UG Counsel

Published: _____

ORDINANCE NO. _____

RESOLUTION NO. _____

AN ORDINANCE & RESOLUTION relating to Chapter 2, Administration, amending Sections 2-51 and 2-53 of the Unified Government Code, and repealing original Sections 2-51 and 2-53.

WHEREAS, the federal decennial census is conducted every ten years and the Department of Commerce is required to report to the President a tabulation of total population of states for reapportionment purposes pursuant to 13 U.S.C. §141(b);

WHEREAS, the President is required to report to Congress pursuant to 2 U.S.C. §2a(a) a "statement showing the whole number of persons in each state" ascertained under the most recent federal decennial census;

WHEREAS, under Article 10, section 1 of the Kansas Constitution, the Legislature is to reapportion House and Senate districts at the regular session in 1992 and every ten years thereafter;

WHEREAS, the Legislature completed its redistricting during the 2022 regular session and the legislative lines were upheld by the Kansas Supreme Court on June 21, 2022 in *In re Validity of Substitute for Senate Bill 563*, 315 Kan. 864, 512 P.3d 220 (2022);

WHEREAS, in K.S.A. 25-26a04, county election officers are required to maintain maps that show precincts, house districts, and senate districts, and the maps must be submitted to the Kansas Secretary of State for review;

WHEREAS, under K.S.A. 25-26a02(d), since 1992, a precinct must be wholly inside a legislative district, and thus the election commissioner necessarily was required to submit a new precinct map after the Legislature redrew legislative lines this year; and

WHEREAS, under section 2-53 of the Unified Government Code, the Board of Commissioners is required, "[i]n July of the year after completion of the decennial federal census" to determine procedures to reestablish the commission district boundaries, and to certify the boundaries to the election commissioner by December 31 of that year.

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

Section 1. That Section 2-51 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 2-51. - Composition and eligibility.

(a) The unified board of commissioners shall be an 11-member governing body hereinafter referred to as the "commission" composed of a chief executive/mayor (hereinafter "mayor") nominated and elected at large, and ten commission members. Eight of the commission members shall be nominated and elected from districts. Two at-large commission members shall be nominated from districts and elected at-large. The mayor and each district and at-large commission member shall be at the time of filing for the office a citizen of the United States, a qualified elector of Wyandotte County and, except for the mayor, must reside in either the district or the at-large district for which the person has filed to be elected and thereafter for the duration of their term continuously maintain said qualifications. The mayor must at all times reside within Wyandotte County.

(b) From and after January 1, 2017, any person desiring to become a candidate for the office of mayor or for a position as a commission member shall file before the filing deadline with the election commissioner of the unified government (hereinafter "election commissioner") a statement of candidacy on a form furnished by the election commissioner. Each filing for mayor shall be accompanied by a filing fee ~~equal to one percent of the annual salary for such position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 1,400 qualified electors of the unified government. Each filing for the position of at-large commission member shall be accompanied by a filing fee ~~equal to one percent of the annual salary for the position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 700 qualified electors. Each filing for the position of district commission member shall be accompanied by a filing fee ~~equal to one percent of the annual salary for the position~~ set pursuant to state law, or, in lieu of such filing fee, a petition signed by 175 qualified electors.

Section 2. That Section 2-53 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended to read as follows:

Sec. 2-53. - Commission districts; number; district boundaries; revision of boundary lines.

(a) There shall be eight commission districts and two at-large districts. The districts from which the district commission members shall be nominated shall be comprised of the ward and precincts as follows:

District No.	Ward	Precincts
District No. 1	1	1
	2	1, 2, 3, 7
	3	1, 2
	10	1
	11	1, 2, 3, 5, 17
	13	1, 2, 3, 5, 11
District No. 2	1	3, 4, 5
	4	1, 3, 4
	5	1, 2, 3, 4, 5
	6	1, 2
	9	1, 2
District No. 3	7	1, 2, 3, 5, 6, 7, 11, 12
	8	1, 2, 3, 4
	12	1, 2, 3, 4
District No. 4	1	2
	2	4, 5, 6
	3	3, 4, 5
	4	2
	9	3
	10	2, 3, 4, 5, 6, 7
	11	4
District No. 5	11	10, 11, 13, 14, 15
	14	6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
District No. 6	7	4, 8, 9, 10
	9	7, 13, 14, 21, 22, 23
	12	5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
	QC 1	1
District No. 7	BS 1	1
	BS 2	1
	BS 3	1
	BS 4	1
	DW 1	1
	ED 1	1
	ED 2	1
	ED 2	2
	9	10, 11, 12, 16, 17, 18, 25
	11	12
District No. 8	9	4, 5, 6, 8, 9, 15, 19, 20, 24
	11	6, 7, 8, 9, 16
	13	4, 6, 7, 8, 9, 10, 12, 13
	14	1, 2, 3, 4, 5

The northern at-large commission district shall consist of the wards and precincts of commission districts 1, 4, 5, and 8.

The southern at-large commission district shall consist of the wards and precincts of commission districts 2, 3, 6, and 7.

The district lines as hereinabove set forth shall be effective until such time as the district boundaries are reestablished in accordance with the provisions of this section 2-53.

(b) In July of the year when the legislature has been redistricted pursuant to state law in a year the last digit of which is 2 ~~after completion of the decennial federal census, U.S. Decennial Census and every tenth year thereafter~~, the commission shall by resolution determine procedures to reestablish the district boundaries in accordance with the requirements of federal and state law so as to render each district as nearly equal in population as possible. The commission shall certify the boundaries to the election commissioner of Wyandotte County prior to December 31 of said year.

(c) The boundary lines for the eight districts in which district commission members shall be nominated and elected shall be reestablished by the commission so as to:

(1) Contain within each district the population which to the greatest extent feasible is equal to one-eighth of the total population of the unified government but in which under no circumstances shall be greater or less then one-eighth of the total population of the county by either more or less than two percent, based on the U.S. Decennial Census;

(2) Maintain a reasonably compact and contiguous area in each district and avoid any noncontiguous zones or any unusually exaggerated extensions of boundary lines;

(3) Follow election precinct lines as established by the election commissioner and be described in terms of wards and precincts contained in each district;

(4) Avoid use of party affiliation or other partisan data; and

(5) Maintain to the extent possible the integrity of a broadly cohesive area of interest.

Section 3. That said original Sections 2-51 and 2-53 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and are hereby repealed.

Section 4. This ordinance and resolution shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____ 2022

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

UG Counsel

Unified Government Commission Districts
Wyandotte County, Kansas
2020 Redistricting, Alternative #1

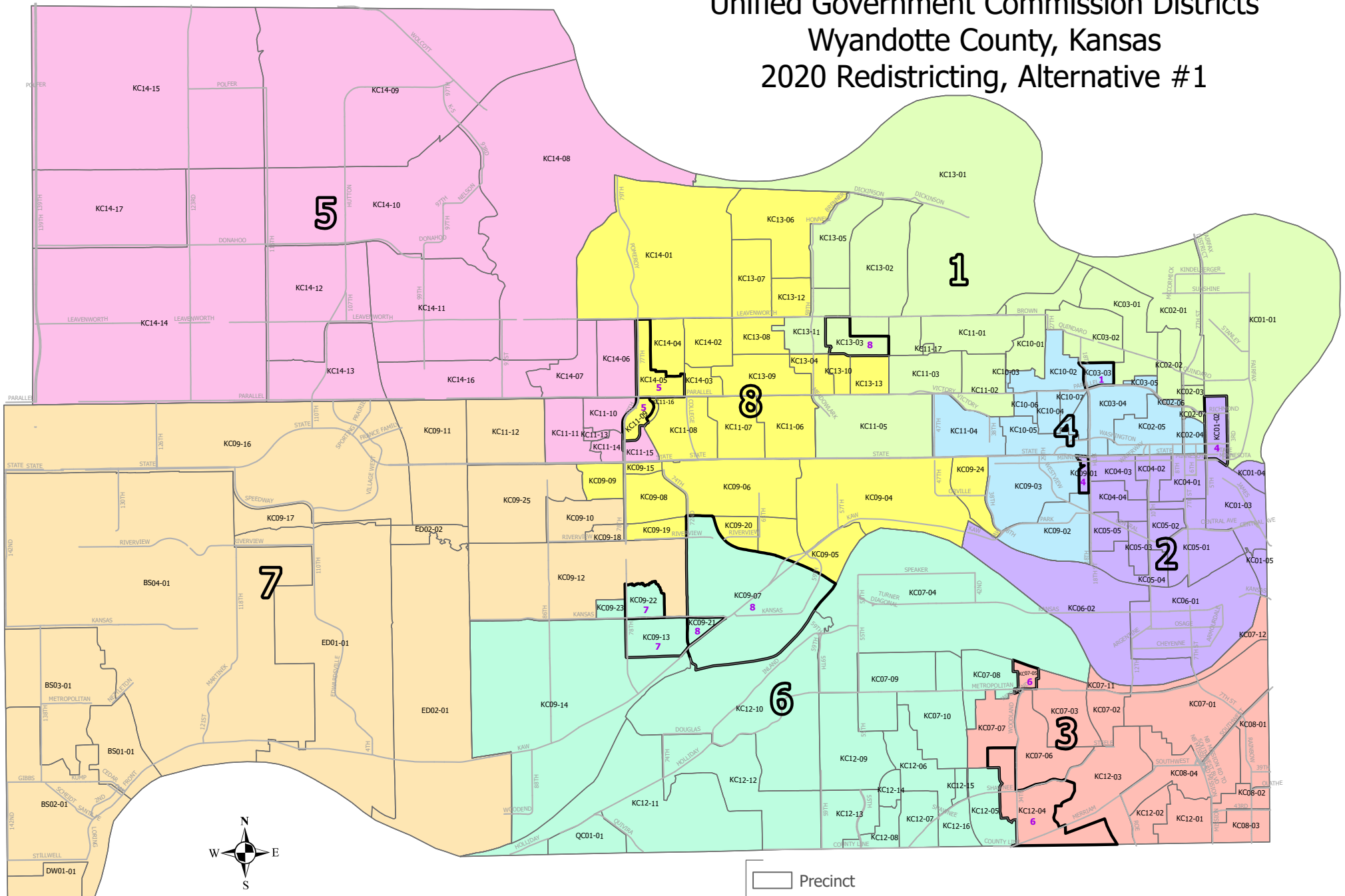
BEFORE RESDISTRICTING		
Commission District	**2020 Population***	**Diff. from Optimal Population**
1	21,122	-34
2	19,603	-1,553
3	18,637	-2,519
4	22,462	1,306
5	23,496	2,340
6	20,057	-1,099
7	22,463	1,307
8	21,405	249
Total Population	169,245	---

AFTER RESDISTRICTING, ALT. #1		
Commission District	**2020 Population***	**Diff. from Optimal Population**
1	21,563	407
2	20,916	-240
3	21,013	-143
4	21,500	344
5	21,216	60
6	21,104	-52
7	21,070	-86
8	20,863	-293
Total Population	169,245	---

*U.S. Census Bureau, 2020 Decennial Census

Note: Target/optimal population range after redistricting is between 20,733 and 21,579. Difference from target/optimal population is +/- 423.

Unified Government Commission Districts
Wyandotte County, Kansas
2020 Redistricting, Alternative #1



Prepared by the Unified Govt. Research Division
Published: 8/26/2022 12:06 PM

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Unified Government Commission Districts
Wyandotte County, Kansas
2020 Redistricting, Alternative #2

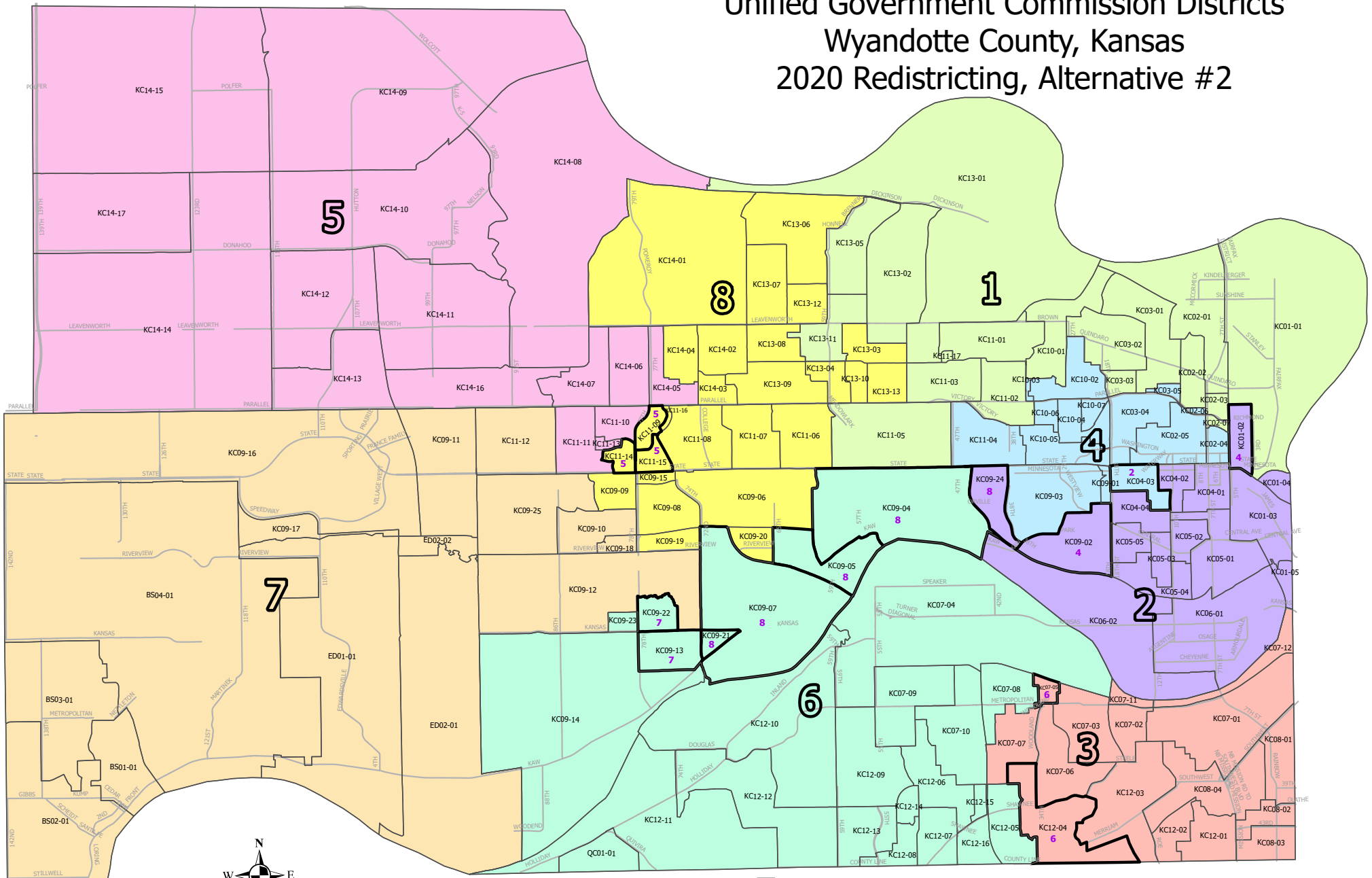
BEFORE RESDISTRICTING		
Commission District	**2020 Population***	**Diff. from Optimal Population**
1	21,122	-34
2	19,603	-1,553
3	18,637	-2,519
4	22,462	1,306
5	23,496	2,340
6	20,057	-1,099
7	22,463	1,307
8	21,405	249
Total Population	169,245	---

AFTER RESDISTRICTING, ALT. #2		
Commission District	**2020 Population***	**Diff. from Optimal Population**
1	21,122	-34
2	21,143	-13
3	21,013	-143
4	21,015	-141
5	21,435	279
6	21,523	367
7	21,070	-86
8	20,924	-232
Total Population	169,245	---

*U.S. Census Bureau, 2020 Decennial Census

Note: Target/optimal population range after redistricting is between 20,733 and 21,579. Difference from target/optimal population is +/- 423.

Unified Government Commission Districts
Wyandotte County, Kansas
2020 Redistricting, Alternative #2



Key

- Precinct
- Precinct Moving to Another Commission District
- 3 Commission District
- 7 Comm. Dist. Precinct Previously In
- KC07-09 City, Ward & Precinct

Prepared by the Unified Govt. Research Division
Published: 8/26/2022 11:25 AM

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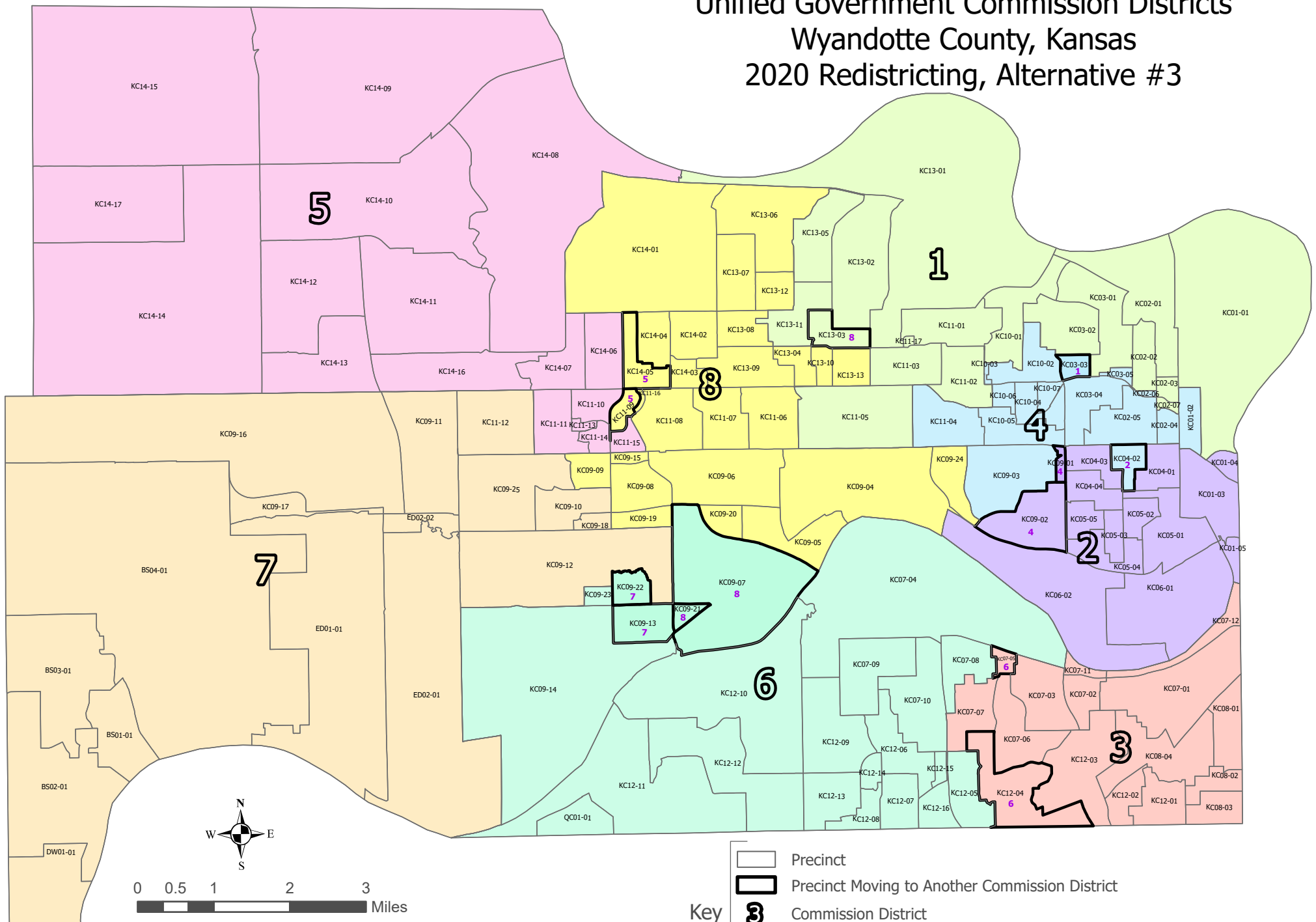
Unified Government Commission Districts
Wyandotte County, Kansas
2020 Redistricting, Alternative #3



Prepared by the Unified Govt. Research Division
Published: 11/7/2022 3:49 PM

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Staff Request for Commission Action

Tracking No. 212109

Full Commission Meeting Date:

Committee: Administration & Human Services

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/09/2022	Reginald Lindsey	x5292	rlindsey@wycokck.org	Budget

Item Description:

Per the direction of the commission at the Special Session on Thursday, October 27, 2022, a presentation will detail the steps to operationalize Sheriff Deputies' wage increases for the Sheriff's 2023 budget. The effective date of the salary increase will be January 1, 2023. At a future budget workshop, there will be a discussion of operationalizing Sheriff Deputies' increases by amending the 2023 budget, submitted by Reginald Lindsey, Budget Manager.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: