Economic Development and Finance
Standing Committee Meeting Agenda
Monday, May 8, 2023
5:00 PM

Location: HYBRID

We invite you to view the meeting in person in the 5th-floor conference room, Suite 515, Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.

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https://us02web.zoom.us/j/87823577123
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Name	Absent
Commissioner Tom Burroughs, Chair	☐
Commissioner Brian McKiernan	☐
Commissioner Chuck Stites	☐
Commissioner Gayle Townsend	☐
Commissioner Andrew Davis	☐
David Haley, BPU Member	☐

I. **Call to Order/Roll Call**

II. **Revisions to May 8, 2023, Agenda**

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

IV. Committee Agenda

Item No. 1 - APPROVAL: FIRST AMENDMENT TO ASSIGNMENT, ASSUMPTION AND AMENDED AND RESTATE AGREEMENT (HOMEFIELD CID)
Synopsis: Approval of First Amendment to Assignment, Assumption, and Amended and Restated Agreement (Homefield CID), submitted by Patrick Waters, Acting Chief Legal Counsel.
Tracking #: 212433

Item No. 2 - RESOLUTION: ADOPTION OF RESOLUTION OF INTENT TO ISSUE INDUSTRIAL REVENUE BONDS (MARGARITAVILLE/HOMEFIELD OUTDOOR PROJECT)
Synopsis: Adoption of a Resolution of Intent to issue industrial revenue bonds for the Margaritaville/Homefield Outdoor project, submitted by Patrick Waters, Acting Chief Legal Counsel.
Tracking #: 212434

Item No. 3 - RESOLUTION: ADOPTION OF RESOLUTION OF INTENT TO ISSUE INDUSTRIAL REVENUE BONDS (HOMEFIELD BASEBALL AMENDMENT)
Synopsis: Adoption of a Resolution of Intent to issue industrial revenue bonds for the Homefield Baseball Amendment, submitted by Patrick Waters, Acting Chief Legal Counsel.
Tracking #: 212434

Item No. 4 - RESOLUTION: AUTHORIZING UG TO ENTER INTO TWO REAL ESTATE PURCHASE AGREEMENTS WITH KCKCC
Synopsis: A resolution authorizing the Unified Government to enter into two real estate purchase agreements with the Kansas City Kansas Community College, submitted by Patrick Waters, Acting Chief Counsel.
Tracking #: 212428

Item No. 5 - RESOLUTION: A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE WITH REGARD TO THE TAXABLE INDUSTRIAL REVENUE BONDS (DAIRY FARMERS OF AMERICA, INC. PROJECT-BUILDING)
Synopsis: A resolution authorizing the execution of a second supplemental indenture with regard to the taxable Industrial Revenue Bonds (Dairy Farmers of America, Inc. Project — Building), Series 2017A, previously issued by the Unified Government of Wyandotte County/ Kansas City, Kansas, submitted by Patrick Waters, Interim Chief Counsel.
Tracking #: 212429

Item No. 6 - FOURTH QUARTER 2022 BUDGET TO ACTUALS REPORT
Synopsis: Fourth Quarter 2022 Budget to Actuals Report, submitted by Reginald Lindsey, Budget Director, and Deborah Jonscher, Interim CFO.

For Information Only
Tracking #: 212438

V. **Public Agenda**

VI. **Adjourn**

Staff Request for Commission Action

Tracking No. 212433

Full Commission Meeting Date: 5/25/2023
Committee: Economic Development & Finance

Date of Standing Committee Action: 5/8/2023 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
04/26/2023	Patrick Waters	x5079	patrickwaters@wycokck.org	Legal

Item Description:
Approval of First Amendment to Assignment, Assumption, and Amended and Restated Agreement (Homefield CID), submitted by Patrick Waters, Acting Chief Legal Counsel.

Action Requested:
To approve the amended agreement.

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

Attachments List:
Resolution Approving First Am. DA - Homefield (UG), First Amendment to Assignment, Assumption and Amended and Restated Agreement (Homefield CID), CID Petition - Homefield (UG), Waiver of Assessment Proceedings - Homefield (UG)

RESOLUTION NO. R-___-23

A RESOLUTION ADOPTING THE FIRST AMENDMENT TO ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (HOMEFIELD PROJECT).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas and SVV I, LLC, a Kansas limited liability company ("SVV"), entered into that certain Vacation Village Development Agreement dated December 20, 2005 (as subsequently amended and restated, the "Original Agreement") pertaining to the Vacation Village STAR Bond Project District (the "District");

WHEREAS, HFS KCK, LLC, a Kansas limited liability company ("Developer"), purchased from SVV all of the real property in the District which was then owned by SVV and took an assignment of all of SVV's right, title and interest in and to the Original Agreement pursuant to that certain Assignment, Assumption and Amended and Restated Development Agreement dated as of November 19, 2020 (the "Original Homefield Agreement") by and between the UG and Developer;

WHEREAS, pursuant to Resolution No. R-6-22 adopted on January 27, 2022, the Governing Body authorized execution of the Assignment, Assumption and Second Amended and Restated Development Agreement to amend and restate the Original Homefield Agreement in its entirety;

WHEREAS, the Governing Body has determined that it is advisable to enter into the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement, attached hereto as **Exhibit A** (the "First Amendment"), to amend certain provisions of Original Homefield Agreement, as previously amended and supplemented.

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

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

Section 2. That the Mayor is hereby authorized to execute in the name of the UG the First Amendment, and the County Administrator and other officials and representatives of the UG, including special counsel, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

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

[Remainder of page intentionally left blank; signature page follows.]

ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON MAY 25, 2023.

By:____________________________________
Tyrone A. Garner
Mayor/CEO of the Unified
Government of Wyandotte County/
Kansas City, Kansas

ATTEST:

By: ______________________________
Unified Government Clerk

Approved as to form:

By: ______________________________
Office of Chief Counsel

EXHIBIT A

FIRST AMENDMENT TO ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Amendment"), is made and entered into as of _______________, 2023 (the "Amendment Effective Date"), by and among the **Unified Government of Wyandotte County/Kansas City, Kansas** (the "UG") and **HFS KCK, LLC**, a Kansas limited liability company ("Developer").

RECITALS:

A. On January 27, 2022, the UG and Developer entered into that certain Assignment, Assumption and Second Amended and Restated Development Agreement (as amended, the "Agreement"), whereby Developer proposed to design, develop, and construct certain new facilities on certain real property located in Wyandotte County, Kansas, including, among other things, (i) an approximately 150,000 square foot building and facility which is designed as a multi-sport venue, including food and beverage, medical services, fitness, retail, office and entertainment spaces; (ii) outdoor facilities (and potentially associated indoor area(s)) for entertainment programs for water and outdoor sports; and (iii) a youth baseball complex which will include at least ten (10) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms (collectively, the "Homefield Project"). The Homefield Project is more particularly described in Sections 2.2(a)(i)(1) and (2), 2.2(a)(ii)(1) and (2) and 2.2(a)(vi)(1) of the Agreement, as modified by this Amendment. Capitalized terms which are used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. In the Agreement, Developer has also agreed to design, develop, and construct an approximately 250-room Margaritaville-themed hotel project, which may include amenities such as food and beverage options, pools and other water features, retail offerings, meeting space, and a spa (collectively, the "Themed Hotel").

C. The Public Financing for the Project contemplated in the Agreement included STAR Bonds and potentially one or more community improvement districts (each, a "CID"), which CIDs would be approved by the UG's Commission (in the Commission's sole discretion) and memorialized in an amendment to the Agreement to provide the parties' specific agreements and conditions regarding, among other things, specific CID Project Costs, a cap on CID Proceeds that Developer may receive and a public/private ratio for Pay-Go CID Financing. Section 4.5(c) of the Agreement further provided that all reimbursements of CID Proceeds to Developer shall be in the form of Pay-Go CID Financing, unless otherwise specifically agreed to by the parties in writing in their respective sole discretion; the UG was not obligated to issue bonds or other obligations to reimburse Developer for CID Project Costs or any other Project Costs.

D. However, Section 4.5(g) of the Agreement said that "notwithstanding anything to the contrary in . . . this Agreement, Developer has indicated that it may desire to request the UG's approval of a CID (pursuant always to the requirements of the CID Act) which would encompass only the Themed Hotel property, with a 2% CID Sales Tax, a mutually-agreed upon CID cap on net bond proceeds (after funding all reserves and other costs of issuance) from CID Bonds to be issued and publicly sold (the "Themed Hotel CID") and the proceeds from a Themed Hotel CID to pay only for hard construction costs of the Themed Hotel." Section 4.5(g) also said that nothing contained therein shall in any way bind the UG's Commission to approve the Themed Hotel CID or other future CIDs, which decisions shall unconditionally remain within the sole discretion of the UG's Commission as and when the same are properly presented to the UG's Commission.

E. Developer has now requested that the UG create the Themed Hotel CID and commence underwriting for the same with the intention of marketing and publicly selling CID Bonds in connection therewith. However, Developer has also requested that the Themed Hotel CID be expanded to include the Homefield Building, Homefield Baseball and three additional new concepts that were not previously contemplated specifically in the Agreement: (i) a Big Shots Golf food and entertainment concept ("Big Shots Golf"), a multi-sport and live music arena (the "Arena") and (iii) an Atlas 9 immersive museum ("Atlas 9"), each of which is more fully described below.

F. The Parties now agree to amend and modify the Agreement to provide for the creation of the Themed Hotel CID, which Themed Hotel CID would include all of the Themed Hotel, the Homefield Building, Homefield Baseball, Big Shots Golf, the Arena and Atlas 9. The CID Proceeds from CID Bonds sold in connection with the Themed Hotel CID would be used to finance certain CID Project Costs for the Themed Hotel, Homefield Building, Big Shots Golf, the Arena and Atlas 9, as more specifically set forth on **Exhibit 12.A** attached hereto in the manner set forth herein.

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 Project to Include Big Shots Golf.

(a) A new subsection (7) shall be added to Section 2.2(a)(i) of the Agreement as follows:

"(7) Project Area 1 will include Big Shots Golf, a golf-themed food, beverage and entertainment facility consisting of approximately 39,000 square feet with approximately 60 tee boxes for virtual games, practice sessions and competitions using Big Shots Golf's radar-based tracking system. The Big Shots Golf in Project Area 1 shall be similar in size, quality and scope as the facility in Fort Worth, Texas, Springfield, Missouri, and Bryan, Texas."

(b) A new subsection (v) shall be added to Section 6.6(a) of the Agreement to provide a Commencement Date for Big Shots Golf as follows:

"(v) Developer hereby agrees that Commencement of Construction on Big Shots Golf shall occur on or before July 1, 2024."

(c) A new subsection (v) shall be added to Section 6.6(b) of the Agreement to provide a Completion Date for Big Shots Golf as follows:

"(v) Developer hereby agrees that Substantial Completion and opening of Big Shots Golf shall occur on or before May 1, 2025."

(d) Pursuant to Sections 7.2(a)(iii)(y) and (z), Developer will have a Store Operator Agreement with the owner and operator of Big Shots Golf that survives Developer's closing with Big Shots Golf, provided however that its Store Operator Agreement with Big Shots Golf will include an opening covenant (including a buy-back remedy), but it will not include an ongoing continuous operations covenant.

3. <u>Amendment of Project to Include the Arena</u>.

(a) A new subsection (8) shall be added to Section 2.2(a)(vi) of the Agreement as follows:

"(8) Project Area 5 will include the Arena, an approximately 55,000 square foot indoor arena to be used for multiple sports (including e-sports) practices, games, tournaments, and other events; live music and other performances; and other community functions."

(b) A new subsection (vi) shall be added to Section 6.6(a) of the Agreement to provide a Commencement Date for the Arena as follows:

"(vi) Developer hereby agrees that Commencement of Construction on the Arena shall occur on or before July 1, 2024."

(c) A new subsection (vi) shall be added to Section 6.6(b) of the Agreement to provide a Completion Date for the Arena as follows:

"(vi) Developer hereby agrees that Substantial Completion and opening of the Arena shall occur on or before May 1, 2025."

4. <u>Amendment of Project to Include Atlas 9</u>.

(a) Notwithstanding the word "may" in Section 2.2(a)(v), a new subsection (5) shall be added to Section 2.2(a)(v) of the Agreement to require Atlas 9 as follows:

"(5) Project Area 3 will include Atlas 9, an immersive art museum owned and operated by an Affiliate of Developer (a joint venture between the principals of Developer and Dimensional Innovations). Atlas 9 will be an approximately 30,000 square foot premiere immersive art museum with multiple installations, interactives and integrated live performance to create a colorful, surreal, creative and captivating experience. Atlas 9 is expected to be themed around a 'magically-transformed movie theater' and to include a themed concession stand, a gift shop and an auditorium for screenings and live events and performances."

(b) A new subsection (vii) shall be added to Section 6.6(a) of the Agreement to provide a Commencement Date for Atlas 9 as follows:

"(vii) Developer hereby agrees that Commencement of Construction on Atlas 9 shall occur on or before July 1, 2024."

(c) A new subsection (vii) shall be added to Section 6.6(b) of the Agreement to provide a Completion Date for Atlas 9 as follows:

"(vii) Developer hereby agrees that Substantial Completion and opening of Atlas 9 shall occur on or before July 1, 2025."

(d) A new subsection (v) shall be added to Section 7.2(a) to provide for continuous operations of Atlas 9 as follows:

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

(a) Use Atlas 9 only for the purposes described in Section 2.2(a)(v)(5) above.

(b) Conduct its business at all times in a dignified quality manner and in conformity with the first-class industry standards and in such manner as to maximize sales (if applicable to operations of any particular use) and to help establish and maintain a high reputation for the Project.

(c) Occupy (or cause to be occupied) Atlas 9 as soon as possible in accordance with the Completion Date described in Section 6.6 above and for fifteen (15) years following the opening of Atlas 9, thereafter continuously operate and conduct business in 100% of Atlas 9, and without interruption, use, occupy and operate all of the same, other than such minor portions thereof as are reasonably required for maintenance, storage and office purposes; use such storage and office space only in connection with the business conducted in the museum; furnish and install all trade fixtures and permitted signs; maintain an adequate number of trained personnel for efficient service to customers; open for business and remain open during the entire Term from at least the hours that are customary in conformance with first-class industry standards and in such manner as to maximize sales and to help establish and maintain a high reputation for the Project. Notwithstanding the foregoing, Developer hereby understands and agrees that if Developer fails to continuously operate Atlas 9 at any time during the Term, Developer shall no longer be entitled to any CID Proceeds from CIDs in the District (which UG remedy shall not include the proceeds of any CID Bonds or pay-as-you-go CID Proceeds previously disbursed to Developer, but will include any undisbursed CID Bond proceeds and/or any pay-as-you-go CID Proceeds). Notwithstanding the foregoing, the parties hereby agree as follows:

(1) Atlas 9 may be closed for all legal holidays; (2) Atlas 9, or any portion thereof may be closed temporarily for periods during Casualty and/or reconstruction; (3) portions of Atlas 9 may be temporarily closed during remodeling; and (4) Atlas 9 may be closed during other unusual circumstances which would preclude business as usual, including but not limited to Race Days, or for health and safety reasons if the same to are reasonably deemed to be prudent and necessary."

(e) A new sentence shall be added to the end of subsection (b) of Section 7.2 of the Agreement, which sentence shall read as follows:

"*The Parties hereby understand and agree that Atlas 9 will be developed, constructed and operated by a joint venture between Dimensional Innovations and Developer and/or its Affiliates. Notwithstanding the foregoing, although the Parties agree that Developer and any of its Affiliates (and any officer, director or shareholder owning capital stock of Developer or any Affiliate) will be fully bound by the Restricted Area and terms of this subsection (b) with respect to Atlas 9, Dimensional Innovations and its Affiliates (and any officer, director or shareholder owning capital stock of Dimensional Innovations or any Affiliate)(collectively, the "DI Parties") will not, directly or indirectly, own, operate, manage or be financially interested in, either itself or with others, a business like or similar to Atlas 9 within the State or within the Restricted Area; provided however, that the foregoing shall not prohibit the DI Parties from performing design, consultation or other services as a third-party vendor in the normal course of its business to other museums or similar concepts within the Restricted Area as long as the DI Parties do not own, operate, manage or have other financial interests in such museums or similar concepts. For purposes hereof, the term "Affiliates" as the same pertains to Dimensional Innovations, shall have the same definition as that set forth in the Annex of Definitions to the Agreement, except that the word "Developer" shall be replaced with "Dimensional Innovations" in connection therewith.*"

(f) The Arena and Atlas 9 shall at all times be subject to the other terms and conditions of Article 7 of the Agreement and the sales and use tax reporting requirements set forth in Section 8.5. Notwithstanding the foregoing, with respect to Atlas 9, the UG hereby agrees that UG consent is not required under Section 7.13 of the Agreement for the sale of Atlas 9 to Dimensional Innovations or any Affiliate of Dimensional Innovations, so long as Developer or Dimensional Innovations delivers to the UG written notice of such sale or transfer within fifteen (15) days thereafter.

5. Themed Hotel – Design; Continuous Operations Commitment.

(a) Notwithstanding anything in the Agreement to the contrary, the Themed Hotel will have approximately 230 rooms, and the "Land Shark" restaurant will be located within the Themed Hotel in Project Area 5.

(b) A new subsection (vi) shall be added to Section 7.2(a) to provide for continuous operations of Themed Hotel as follows:

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

(a) Use the Themed Hotel only for the purposes described in Section 2.2(a)(i)(4) above.

(b) Conduct its business at all times in a dignified quality manner and in conformity with the first-class industry standards and in such manner as to maximize sales (if applicable to operations of any particular use) and to help establish and maintain a high reputation for the Project.

(c) Occupy (or cause to be occupied) the Themed Hotel as soon as possible in accordance with the Completion Date described in Section 6.6 above and for fifteen (15) years following the opening of the Themed Hotel, thereafter continuously operate and conduct business in 100% of

the Themed Hotel, and without interruption, use, occupy and operate all of the same, other than such minor portions thereof as are reasonably required for maintenance, storage and office purposes; use such storage and office space only in connection with the business conducted in the Themed Hotel; furnish and install all trade fixtures and permitted signs; maintain an adequate number of trained personnel for efficient service to customers; open for business and remain open during the entire Term from at least the hours that are customary in conformance with first-class industry standards and in such manner as to maximize sales and to help establish and maintain a high reputation for the Project. Notwithstanding the foregoing, Developer hereby understands and agrees that if Developer fails to continuously operate the Themed Hotel at any time during the Term, Developer shall no longer be entitled to any CID Proceeds from CIDs in the District (which UG remedy shall not include the proceeds of any CID Bonds or pay-as-you-go CID Proceeds previously disbursed to Developer, but will include any undisbursed CID Bond proceeds and/or any pay-as-you-go CID Proceeds). Notwithstanding the foregoing, the parties hereby agree as follows:

(1) The Themed Hotel may be closed for all legal holidays; (2) the Themed Hotel, or any portion thereof may be closed temporarily for periods during Casualty and/or reconstruction; (3) portions of the Themed Hotel may be temporarily closed during remodeling; and (4) the Themed Hotel may be closed during other unusual circumstances which would preclude business as usual, including but not limited to Race Days, or for health and safety reasons if the same to are reasonably deemed to be prudent and necessary."

6. CID Bonds for Themed Hotel. Developer shall file with the UG a proper petition in substantially the form of **Exhibit 20** attached hereto requesting the creation of the Themed Hotel CID as described in this Amendment (the "*Themed Hotel CID Petition*") and a waiver of assessment proceedings in substantially the form of **Exhibit 21** attached hereto. If and to the extent that the UG Commission approves (in its sole and absolute discretion) the Themed Hotel CID, then the terms and conditions of Section 4.5(g) of the Agreement shall be deleted in its entirety and replaced with the following:

(g) *Themed Hotel CID. The parties hereby agree as follows in connection with the Themed Hotel CID for the portion of the District that is subject to the Themed Hotel CID:*

(i) The CID Improvements and CID Taxes. Reference is hereby made to the Themed Hotel CID Budget, a copy of which is attached hereto as ***Exhibit 12.A****, and the Themed Hotel CID Budget shall indicate the overall estimated project costs for each of the Themed Hotel, Homefield Building, Homefield Outdoor, Big Shots Golf, the Arena and Atlas 9 (collectively, the "CID Improvements"), and the portion of the line items for each of the CID Improvements to be financed with the proceeds of the CID Bonds (the "CID Project Costs"). A portion of the CID Improvements may be reimbursed with CID Proceeds from the sale of CID Bonds, consisting of bond financing repayable from revenues received from the imposition of a CID Sales Tax in the amount of 2.0% on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 et seq.), as amended, within the Themed Hotel CID (the "CID Sales Tax"), along with the special assessments described in the Themed Hotel CID Petition (the "CID Special Assessments"). The CID Sales Tax imposed*

within the Themed Hotel CID and the CID Special Assessments may be referred to herein as the "CID Taxes." The Developer agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants within the Themed Hotel CID within the timeframes required by the DOR, so that the DOR can notify tenants within the Themed Hotel CID of their requirement to collect CID Taxes beginning on that certain date which is set forth in the ordinance approving the Themed Hotel CID. At the time the list of tenants is provided to the DOR, the Developer shall also provide a copy to the UG.

(ii) CID Proceeds. During the Term, all proceeds from the CID Taxes (the "CID Proceeds") generated within the Themed Hotel CID and received by the UG shall be deposited into the CID Fund for the Themed Hotel CID, which shall be established and administered by the UG in compliance with the CID Act, this Agreement, the documents providing for the issuance of the CID Bonds (if any), and all other Applicable Laws and Requirements. It is anticipated that the CID Proceeds generated within the Themed Hotel CID will first be applied to pay the CID Administrative Fee and, if CID Bonds are issued, next applied to pay debt service on such CID Bonds.

(iii) Themed Hotel CID Cap. The net CID Proceeds available to Developer for payment or reimbursement of CID Project Costs, through Pay-Go CID Financing and/or any CID Bonds, shall in no event exceed $59,089,000 (the "Themed Hotel CID Cap"). The Themed Hotel CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Taxes for reimbursement of any and all CID Project Costs and such Themed Hotel CID Cap shall not include and shall be exclusive of financing costs, issuance-related fees, and applicable reserves. Once Developer has received an amount equal to the Themed Hotel CID Cap for reimbursement of CID Project Costs and any CID Bonds have been repaid, the parties understand and agree that the Themed Hotel CID shall thereafter terminate, and the CID Taxes shall terminate and no longer be levied or collected within the Themed Hotel CID.

(iv) Themed Hotel CID Collection Period. The CID Taxes shall be collected within the Themed Hotel CID for a period that commences on the date that the CID Taxes are first imposed within the Themed Hotel CID up to and concluding upon that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all CID Project Costs by Pay-Go CID Financing, CID Bonds or other sources (up to the Themed Hotel CID Cap) and any CID Bonds have been repaid, or (ii) regardless of whether the Developer has been fully reimbursed for all CID Project Costs, that date which is twenty two (22) years from the date that the CID Taxes are first imposed (provided, the CID Special Assessments shall be limited to a term of twenty (20) years) (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the Themed Hotel CID shall thereafter terminate, and the CID Taxes shall terminate and no longer be levied or collected within the Themed Hotel CID.

(v) The 50% Limitation. The portion of the CID Proceeds from the Themed Hotel CID which are attributable to the CID Sales Tax revenues (the "CID Sales Tax Proceeds") available to Developer for payment or reimbursement of CID Project Costs, through Pay-Go CID Financing and/or any CID Bonds, shall be available in an amount not to exceed amounts paid from time to time from Private Capital for the Project. In other words, the reimbursement of CID Project Costs from CID Sales Tax Proceeds are to be paid on a 50/50 basis between Private Capital invested in the Project and the available CID Sales Tax Proceeds, and there shall not at any time during the Term be more Project Costs for the CID Improvements paid with CID Sales Tax Proceeds than the amount of Project Costs for the CID Improvements paid for with Private Capital (the "50% Limitation"). By way of illustrative example of the 50% Limitation, if at a given point in time, Private Capital has paid for Project Costs (including any CID Project Costs) in the amount to date

of $200, then Developer's maximum payment or reimbursement for eligible expenses from CID Sales Tax Proceeds may not exceed $100. However, the parties further understand and agree that if at a given point in time, Private Capital has paid for $225 of Project Costs, of which $125 are CID Project Costs and $100 are paid from Private Capital, then (i) at that particular time, no more than $100 of CID Project Costs may be reimbursed with CID Sales Tax Proceeds, but (ii) if Private Capital later pays for an additional $25 of Project Costs, then the remaining $25 of CID Project Costs may be reimbursed with CID Sales Tax Proceeds. For purposes of this subsection (v) only, the parties hereby agree that an amount equal to the CID Proceeds attributable to CID Special Assessments for the Themed Hotel CID Bonds shall be altogether removed from the equation described above – in other words, the amount equal to CID Proceeds attributable to CID Special Assessments shall not be included in the CID Sales Tax Proceeds or in the Project Costs for the CID Improvements (or CID Project Costs).

(vi) <u>Conditions to Issuance of Themed Hotel CID Bonds</u>. The issuance of any CID Bonds for the Themed Hotel CID shall be subject to the following conditions precedent:

(A) Any CID Bonds shall be issued in an amount, on terms and at an interest rate(s) determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by the UG in its sole discretion. The UG shall solicit input from Developer as it relates to all components of the issuance of CID Bonds in an effort to maximize the size of the issuance, but the UG shall have the sole right, power and authority to determine the amount, terms, interest rate or rates and other terms and conditions of the CID Bonds.

(B) To the extent the independent feasibility study described in subection (G) below is based on components of the CID Improvements that are not yet constructed, open and operating, Developer shall demonstrate, or cause applicable third parties to demonstrate, to the reasonable satisfaction of the UG's representatives, that (i) Developer or third parties have fully executed, commercially reasonable leases, sales contracts or similar commitments (e.g., the franchise agreement for the Themed Hotel) for the operation of such Project components, and shall have provided the UG's representatives an opportunity to confidentially review such leases, sale contracts, or similar commitments to confirm satisfaction of this condition, and (ii) each of such Project components shall be constructed and completed by a date certain set forth in the feasibility study; provided that, if a fully executed, commercially reasonable lease, sales contract or similar contractual commitment is not available for the Arena at the time of printing an official statement for the Themed Hotel CID Bonds, then the concept of the Arena shall be removed from this Amendment and all references to the Arena in this Amendment shall be without any force or effect.

(C) In additon to the previously approved detailed conceptual plan for the Themed Hotel (which shall be updated by Developer), Developer shall also have presented and the UG in its sole discretion shall have approved a detailed conceptual plan for Big Shots Golf, the Arena and Atlas 9.

(D) Developer shall have delivered a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the Themed Hotel, Big Shots Golf, the Arena and Atlas 9. For the Themed Hotel, Developer shall have delivered evidence of availability of public and private funding necessary for cashflow of construction of the items shown on the Themed Hotel budget (including Developer's private equity and/or debt financing, if necessary), which budget and private financing shall be approved by the UG in its sole discretion. The parties understand and agree that the UG will not have the opportunity to review evidence of private funding for Big Shots Golf, but the UG shall have the right to review Developer's

contractual commitments with Big Shots Golf. Also, without limiting the generality of the foregoing, Developer is specifically required to provide a detailed cashflow analysis demonstrating that in light of all requirements in this Agreement, Developer will have access to Private Capital, CID Proceeds, and other public financing, when needed, to maintain a continuous program of construction for the Themed Hotel. If such cashflow analysis does not demonstrate Developer's access to Private Capital and CID Proceeds, when needed, to maintain a continuous program of construction of the Themed Hotel, the Developer shall provide to the UG evidence of the availability of additional Private Capital to meet any such funding gaps and to allow for a continuous program of construction.

(E) <u>Underwriters</u>. The underwriter(s) for any public offering of CID Bonds shall be selected by the UG.

(F) <u>No UG Guaranty or Credit Enhancement</u>. The UG shall not be required, in any way, to guaranty or lend its credit to secure the CID Bonds.

(G) <u>Feasibility Study</u>. Prior to any public offering of any CID Bonds pursuant to this Agreement, the UG, in consultation with the Developer and the underwriter of such CID Bonds, shall obtain a study from an independent third party consultant that the development of the CID Improvements will generate revenue sufficient to pay debt service on the CID Bonds amortized through the Term with a coverage factor and any reserves that the UG, with consultation from the underwriter and the UG's municipal advisor, determines is necessary.

(H) <u>Terms</u>. The terms of the CID Bonds, including but not limited to limitations on sales and transfers to sophisticated investors only, shall be acceptable to the UG in its sole discretion.

(I) <u>Sale and Marketing</u>. Any underwriter of publicly offered CID Bonds shall hold the CID Bonds in its own account or be responsible for marketing and selling the CID Bonds, and the UG shall be under no obligation to issue CID Bonds if such CID Bonds are not marketable after reasonable efforts by such underwriter.

(J) <u>Bond Counsel Opinion</u>. Bond counsel selected by the UG provides to the UG an opinion to the effect that the CID Bonds have been validly issued under State law and, if applicable, the interest on the CID Bonds is exempt from State and federal income taxation, subject to the standard exceptions.

(K) <u>Statutory Bond Requirements</u>. Developer and the UG agree that they will comply with all reasonable requirements, including any statutory requirements, associated with the issuance, sale, purchase and delivery of any CID Bonds. Without limiting the generality of the foregoing, Developer specifically agrees that the UG shall have the right to audit the CID Taxes from the various points of sale in the CID Improvements. Developer agrees that it shall cooperate with each such audit and Developer shall reimburse the UG for all of the costs and expenses associated with such audits.

(L) <u>Discretion of the UG's Commission</u>. Further, Developer understands and agrees that the UG cannot bind future governing bodies of the UG regarding the authorization, issuance, sale or delivery of CID Bonds and that nothing contained herein shall in any way bind the UG Commission to accept or reject any proposal to authorize, issue, sell or deliver the CID Bonds, which decision shall unconditionally remain within the sole discretion of such Commission. Among

other things, Developer hereby understands and agrees that the UG shall have the right to approve the interest rate and the other terms of the CID Bonds.

(M) Completion of School District Agreements. Developer shall fully and finally satisfy the requirement set forth in Section 4.3(d)(ix) of the Agreement related to use of the Homefield Project by students of USD 202, USD 203, USD 204, and USD 500.

(N) Bond Origination Fee. The UG's bond origination fee for the CID Bonds shall be as provided by UG Ordinance O-15-01.

(O) Attorney General Approval. The Kansas Attorney General approves the transcript of proceedings relating to the CID Bonds.

(P) Reporting Provisions for CID Special Assessments. The UG and Developer shall have mutually agreed upon and contractually memorialized the requirements for reporting any ticket fees, resort fees or other sources of revenue for the CID Special Assessments, including without limitation the process, mechanics and timing for reporting, along with audit rights and any fall back assessments and/or other remedies for failure to accurately report such revenues.

(vii) Irrevocable Commitment to Build the Themed Hotel CID Improvements. Developer agrees that, upon issuance of the CID Bonds for the Themed Hotel CID, Developer will be irrevocably committed to building (or causing to be built) all of the Themed Hotel CID Improvements, excluding Big Shots Golf.

(viii) Costs Reimbursed with CID Proceeds are Not Included in Private Capital. In no event will any CID Proceeds received by Developer be considered to be "Private Capital" for any purpose whatsoever under the Agreement. If and to the extent that Developer has previously received credit for Project Costs as Private Capital and such Project Costs are subsequently reimbursed with CID Proceeds, Developer must provide additional Private Capital to make up for that portion which is reimbursed with CID Proceeds.

(ix) CID Proceeds Disbursement Conditions: For disbursements from the CID Proceeds for each particular component of the CID Improvements which is receiving CID Proceeds from the Themed Hotel CID, the following conditions precedent shall apply for each such component:

(a) All Development Plan approvals required by Applicable Laws and Requirements shall have been obtained for the component of the CID Improvements receiving disbursement of such CID Proceeds;

(b) For Atlas 9 and/or the Arena, Developer shall have delivered evidence of availability of public and private funding necessary for cashflow of construction of the items shown on the budget therefor (including Developer's private equity and/or debt financing, if necessary), which budget and private financing shall be approved by the UG in its sole discretion. Also, without limiting the generality of the foregoing, Developer is specifically required to provide a detailed cashflow analysis demonstrating that in light of all requirements in this Agreement, Developer will have access to Private Capital, CID Proceeds, and other public financing, when needed, to maintain a continuous program of construction Atlas 9 and/or the Arena. If such cashflow analysis does not demonstrate Developer's access to Private Capital and CID Proceeds, when needed, to maintain a

continuous program of construction of Atlas 9 and/or the Arena, the Developer shall provide to the UG evidence of the availability of additional Private Capital to meet any such funding gaps and to allow for a continuous program of construction for such applicable component(s).

(c) Vertical construction shall have commenced on the component of the CID Improvements receiving disbursement of such CID Proceeds;

(d) The UG has approved Certificates of Expenditure for the Project Costs that Developer is seeking to be reimbursed with CID Proceeds in accordance with Section 4.7 of the Agreement;

(e) The 50/50 Limitation required pursuant to subsection (v) above has been satisfied; and

(f) Developer's land acquisition costs within the District may be reimbursed to Developer only after (x) all of the components of the Homefield Project (including without limitation, Homefield Building, Homefield Outdoor and Homefield Baseball) are completed and opened, and (y) all other STAR Bond-eligible Project Costs for the Homefield Project have been reimbursed to Developer.

(x) Payment of CID Administrative Fee. Notwithstanding anything set forth in Section 4.5(f) of the Agreement to the contrary, the Parties hereby agree that a portion of CID Taxes from the Themed Hotel CID shall be used to pay an administrative fee in an amount equal to 1.0% of the CID Sales Taxes collected in that same period (the "CID Administrative Fee"), and Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Proceeds to the CID Fund.

7. Replacement of Perfect Game with Prep Baseball Report. Developer had previously contracted with Perfect Game Incorporated as the baseball operator for Perfect Game Baseball as described in Section 2.2(a)(vi)(1) and generally depicted on **Exhibit 11 (Amended – 2023)** attached hereto, which replaces in its entirety Exhibit 11 attached to the Agreement. Developer has requested permission from the UG (and the Secretary of Commerce) to end its relationship with Perfect Game Incorporated and replace it with an alternative operator called Prep Baseball Report ("PBR"). The UG and the Secretary of Commerce have consented to this change and therefore all references in the Agreement to "Perfect Game Incorporated" shall hereafter refer to "Prep Baseball Report" and all other references to "Perfect Game" in the Agreement shall hereafter be deemed to mean "PBR". The parties further agree as follows:

(a) Developer will not design, develop, construct or operate "Project Area 4 Baseball" as described in Section 2.2(a)(ii)(2) of the Agreement. Without limiting the generality of the foregoing, the first two sentences of Section 2.2(a)(ii)(2) of the Agreement are hereby deleted, along with all references to "Project Area 4 Baseball." All references to "Perfect Game Baseball" in the Agreement shall be deemed to mean "Homefield Baseball."

(b) Developer hereby represents and warrants to the UG that PBR has contractually agreed to be bound by all of the relevant terms of the Agreement pertaining to Homefield Baseball, including without limitation the provisions set forth in Sections 7.2(c) and (d) and Section 8.5; provided that: (x) Developer and UG acknowledge and agree that PBR operates the Creekside Baseball Park in Parkville, Missouri ("Creekside"); and (y) when PBR sponsors a tournament at Creekside, it is contractually obligated to promote the onsite "Creekside Hotel" (which has 92 rooms) to tournament guests. However, Developer shall cause PBR to agree that its booking system shall not promote the Creekside Hotel to tournament guests of Homefield Baseball unless and only in the event that PBR is hosting a tournament that is large enough to require use of both Homefield Baseball and Creekside Baseball Park, and for any such large tournaments requiring use of both facilities, PBR may not promote any non-Kansas hotels other than the Creekside Hotel.

(c) PBR's offices will be located in Project Area 4 (inside the Homefield Building), rather than in Project Area 5.

8. IRB PILOT Schedule. The PILOT schedule for the Homefield Building, Homefield Baseball, and Themed Hotel/Homefield Outdoor is generally depicted on **Exhibit 18 (Amended – 2023)** attached hereto, which replaces in its entirety Exhibit 18 attached to the Agreement.

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

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

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

(c) The Parties declare and represent that no promises, inducements or agreements not herein expressed have been made; the Agreement, as modified by this Amendment, contain the entire agreement among the Parties; and the terms hereof are contractual and not mere recitals.

(d) This Amendment shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

(e) This Amendment may be executed in counterparts.

(f) This Amendment shall be governed by, construed and interpreted in accordance with the laws of the State of Kansas.

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

IN WITNESS WHEREOF, the Parties have duly executed this Amendment pursuant to all requisite authorizations as of the Amendment Effective Date.

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 ______________, 2023 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 Amendment Effective Date.

DEVELOPER:

HFS KCK, LLC, a Kansas limited liability company

By:____
Name:______________________________________
Title:_______________________________________

STATE OF _________________)
) SS.
COUNTY OF _______________)

This instrument was acknowledged before me on _______________, 2023 by _________________________ as _________________________ of HFS KCK, LLC, a Kansas limited liability company.

____

Printed Name: __________________________________

Notary Public in and for said State

Commissioned in ____________ County

My commission expires:

<u>EXHIBIT 11 (Amended – 2023)</u>
Homefield Baseball – Concept Plan

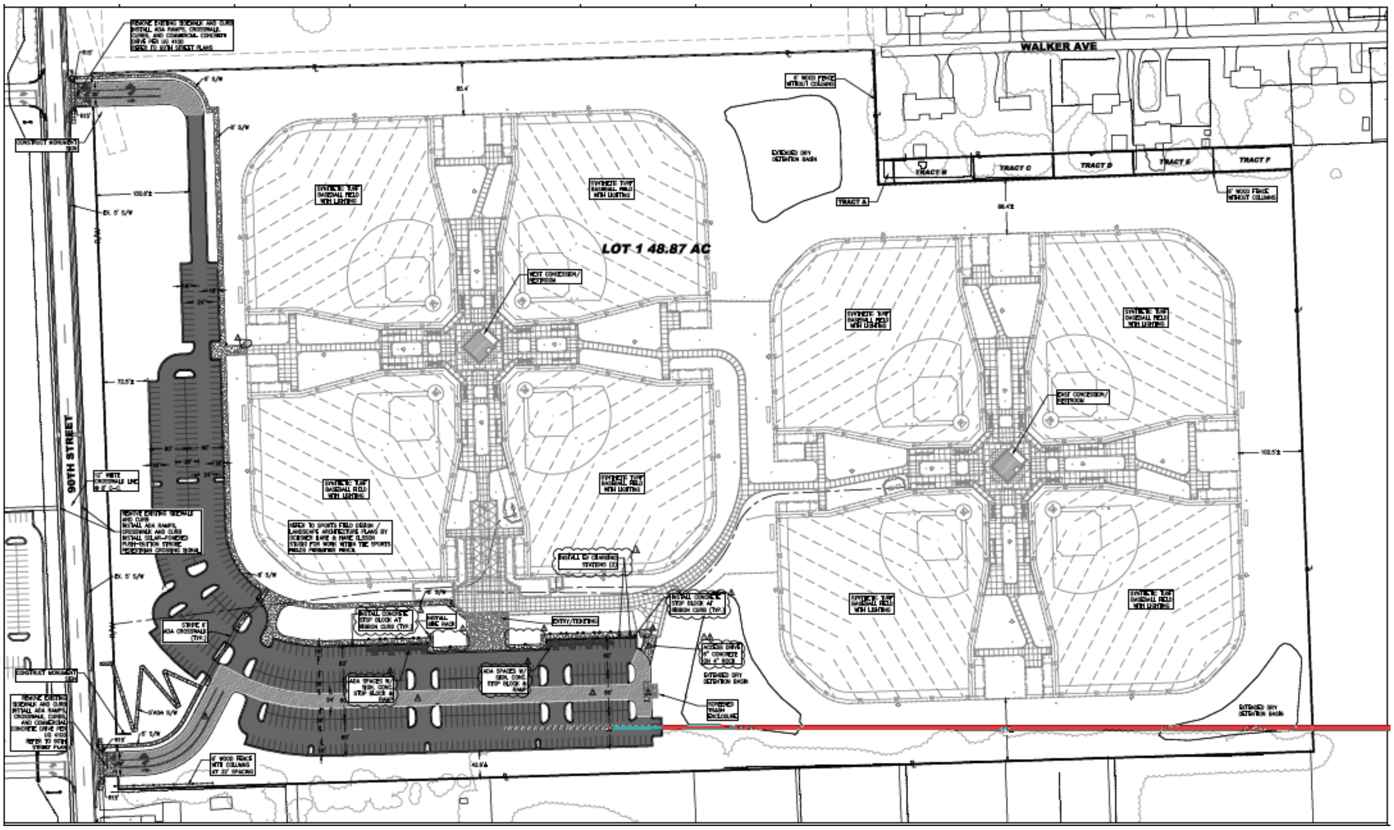

EXHIBIT 12.A
Themed Hotel CID Budget

**** NOTE: This budget is still evolving and is likely to change before approval by full Commission, but offered here for illustrative purposes so reader can see the context and order of magnitude of the budget and potential uses of CID revenues. ****

		Total Est. Cost	Use of CID Revenues [1]
Themed Hotel/Homefield Outdoor	Area C	$ 145,000,000	$ 29,461,000 [2]
Homefield Indoor Training Facility	Area B	$ 60,000,000	$ 4,648,000 [3]
Big Shots	Area C	$ 20,000,000	$ 1,034,000
Atlas 9	Area D	$ 26,700,000	$ 15,388,000
Arena	Area C	$ 53,000,000	$ 8,558,000
Total $$:		**$ 304,700,000**	**$ 59,089,000**
Percentage of CID			**19.39%**

[1] Changes to the line item amounts set forth herein are subject to the terms set forth in Section 4.10 of the Agreement, and always subject to the CID Cap.

[2] In addition to the CID Proceeds listed here, the Homefield Outdoor component is entitled to a $15M allocation of STAR Bonds, approximately $13.4M of which are available in the previously issued first Series issued in 2022.

[3] In addition to the CID Proceeds listed here, the Homefield Indoor component is currently entitled to a $60M allocation of STAR Bonds, approximately $53.8M of which are available in the previously issued first Series issued in 2022.

EXHIBIT 18 (Amended – 2023)
Homefield Project PILOT Schedule

	Homefield Building	Homefield Baseball	Homefield Outdoor/Themed Hotel
Year 1**	$ 241,253	$ 85,362	$ 801,500
Year 2	$ 243,666	$ 86,216	$ 809,515
Year 3	$ 246,102	$ 87,078	$ 817,610
Year 4	$ 248,563	$ 87,949	$ 825,786
Year 5	$ 251,049	$ 88,828	$ 834,044
Year 6	$ 253,559	$ 89,717	$ 842,385
Year 7	$ 256,095	$ 90,614	$ 850,808
Year 8	$ 258,656	$ 91,520	$ 859,316
Year 9	$ 261,242	$ 92,435	$ 867,910
Year 10	$ 263,855	$ 93,360	$ 876,589

*Excludes capital outlay mills not subject to IRB property tax abatement.
**For Homefield Building and Homefield Baseball, begins first calendar year after the date when IRBs are issues for either Homfield Building or Homefield Baseball [See Section 4.12(b)(i)].

PETITION
FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT

HOMEFIELD

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

___________, 2023

PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

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

The undersigned, being the owners of record, whether resident or not, of more than fifty-five percent (55%) of the land area, and more than fifty-five percent (55%) by assessed value of the land area, contained within the hereinafter described community improvement district hereby petition the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") to create a community improvement district and authorize the proposed projects hereinafter set forth, all in the manner provided by K.S.A 12-6a26 *et seq.* (the "**Act**"). In furtherance of such request, the petitioners state as follows:

1. **MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT**

A map of the proposed community improvement district (the "**District**") is attached hereto as **EXHIBIT A**.

The legal description of the District is attached hereto as **EXHIBIT B**.

2. **GENERAL NATURE**

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

The development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N 86th Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the UG and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. **BUT FOR**

The petitioner certifies to the UG that but for the creation of the District and the anticipated reimbursement of the costs of the Projects with revenue from the CID Sales Tax and the Special Assessments (both defined below) the Projects would not occur.

4. **ESTIMATED COST**

The total estimated cost of the Projects is $340,606,118. The proceeds from the CID Sales Tax and Special Assessments shall be available to reimburse CID Project Costs but in no event shall exceed $59,089,000 (the **"CID Cap"**). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax and Special Assessments for reimbursement of any and all CID Project Costs (whether via pay-as-you-go financing or issuance of bonds), and such CID Cap shall not include and shall be net of financing costs, issuance-related fees, and applicable reserves. For purposes of this Petition, the term **"CID Project Costs"** means those costs eligible to be paid from District revenues for the Projects in accordance with K.S.A. 12-6a26 *et seq.* and the budget attached hereto as **EXHIBIT C**.

5. **PROPOSED METHOD OF FINANCING**

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

6. **PROPOSED METHOD AND AMOUNT OF ASSESSMENT**

It is proposed that the Projects be financed in part through the levy of special assessments on certain property within the boundaries of the District as set forth below and in **EXHIBIT D** (the "**Special Assessments"**), such "Areas" to be as described in **EXHIBITS A** and **B** hereof.

- Area A: $0.
- Area B: $0.
- Area C: The sum of (i) $30 per occupied hotel room night within such Area and (ii) $2 per admission ticket sold at the arena within such Area, with such per-night and per-ticket amounts in clause (ii) escalating at 2.00% annually, not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves).
- Area D: $2 per admission ticket sold at the museum space within such Area, with such per-ticket amount escalating at 2.00% annually, not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves).
- Area E: $0.

7. **PROPOSED AMOUNT OF SALES TAX**

It is being proposed that the Projects be financed in part through the levying of a 2.0% District sales tax as authorized by the Act, with such sales tax to commence on April 1, 2025 or such other date as shall be approved by ordinance of the UG, and to continue for a maximum term of twenty-two (22) years (the "**CID Sales Tax**").

8. **FINANCIAL ABILITY TO COMPLETE AND OPERATE**

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

9. **NOTICE TO PETITION SIGNERS**

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

THE SIGNER(S) HEREOF CONSENT TO ANY ASSESSMENTS TO THE EXTENT DESCRIBED HEREIN WITHOUT REGARD TO BENEFITS CONFERRED BY THE PROJECT.

[Balance of page intentionally left blank]

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

Property owned within District:

Legal Description of parcel: Area B (See **Exhibit B** attached hereto)

Maximum Special Assessment Amount: $0

Legal Description of parcel: Area C (See **Exhibit B** attached hereto)

Maximum Special Assessment Amount: The sum of $45.47 per occupied hotel room night + $3.30 per arena admission ticket sold, not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves) (See **Exhibit D** attached hereto)

Legal Description of parcel: Area D (See **Exhibit B** attached hereto)

Maximum Special Assessment Amount: $3.30 per museum admission ticket sold, not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves) (See **Exhibit D** attached hereto)

HFS KCK, LLC
a Kansas limited liability company

By: ____
Greg Maday, Manager

ACKNOWLEDGMENT

STATE OF _________________)
) ss.
COUNTY OF _______________)

Be it remembered that on this __ day of _____________, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

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

My Commission Expires:

____

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

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite its signature below:

Property owned within District:

Legal Description of parcel: Area A (See Exhibit B attached hereto)

Maximum Special Assessment Amount: $0

HFBB KCK, LLC,
a Kansas limited liability company

By: HFS KCK, LLC, Member

By: ___________________________________
Greg Maday, Manager

ACKNOWLEDGMENT

STATE OF __________________)
) ss.
COUNTY OF ________________)

Be it remembered that on this __ day of ______________, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, a Kansas limited liability company, the Member of HFBB KCK, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

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

My Commission Expires:

____

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

EXHIBIT A

MAP OF DISTRICT

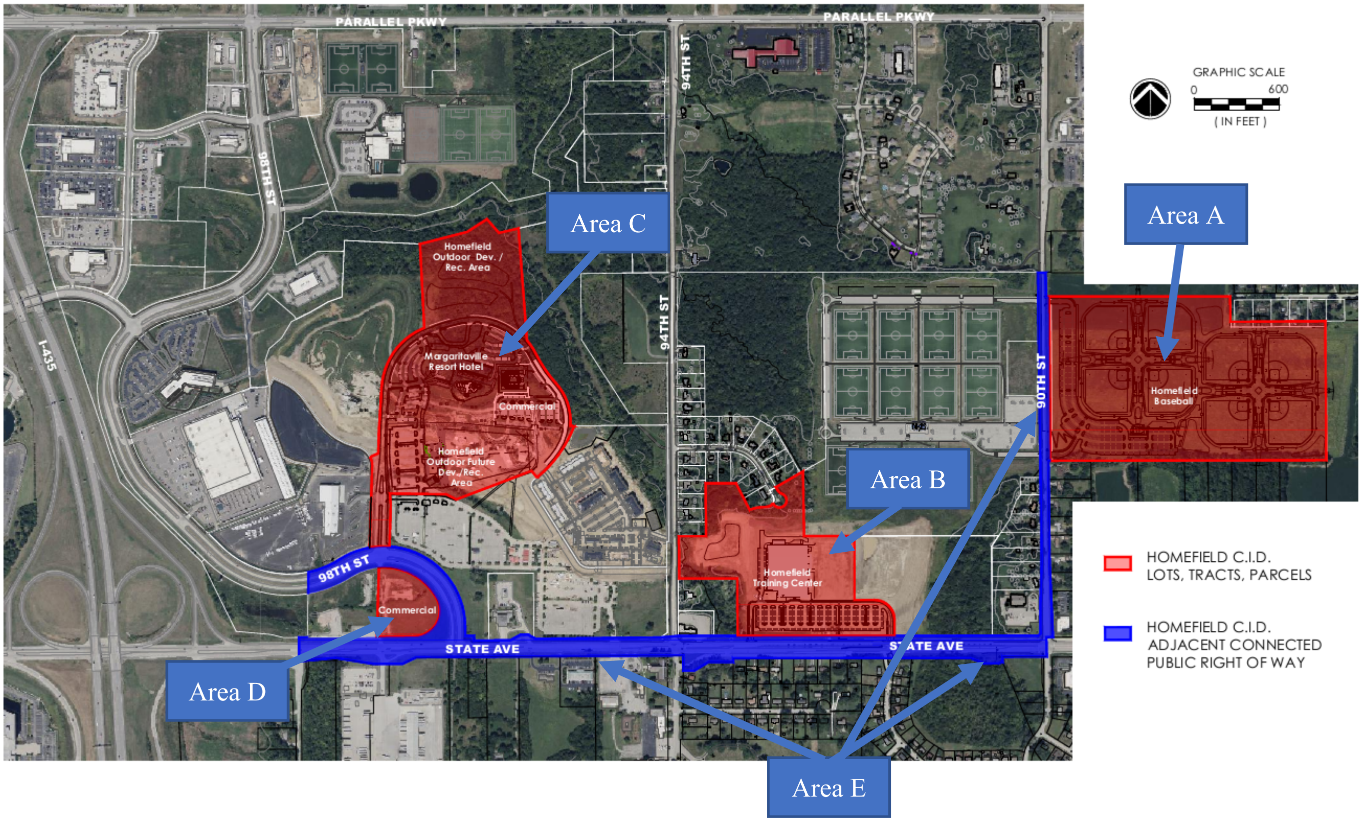

EXHIBIT B

LEGAL DESCRIPTION OF DISTRICT

<u>AREA A:</u>

Lot 1, Tract A, Tract B, Tract C, Tract D, Tract E, and Tract F Homefield Perfect Game, recorded as Document 2022R-10236, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 2,143,491 square feet, or 49.21 acres, more or less.

AND:

<u>AREA B:</u>

Lot 1, Homefield Sports Training, recorded as Document 2022R-10237, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 995,998 square feet, or 22.87 acres, more or less.

AND:

<u>AREA C:</u>

All that part of Lot 1, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 1; The basis of bearing for the description is the Kansas Regional Coordinate System;

thence S 89°27'24" W with the South line of said Southeast Quarter Section 1, a distance of 100.50 feet;

thence N 00°32'36" W, perpendicular to the last described course, a distance of 70.00 feet to the Southeast corner of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence with the Southerly line of said Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 881.99 feet;

thence continuing with said Southerly line of Lot 1, N 63°07'50" W (N 64°52'17" W plat), a distance of 13.73 feet;

thence continuing with said Southerly line of Lot 1, N 00°36'14" W (N 02°20'41" W plat), a distance of 459.27 feet;

thence continuing with said Southerly line of Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 320.02 feet;

thence S 00°37'01" E, no longer with said Southerly line of Lot 1, a distance of 474.75 feet to a point in the Northerly right-of-way line of State Avenue, as now established;

thence S 89°25'10" W with said Northerly right-of-way line of State Avenue, a distance of 105.00 feet;

thence N 00°37'01" W (N 02°20'41" W plat) with the southerly prolongation of the Southerly course of said Southerly line of Lot 1, a distance of 34.23 feet to said Southerly line of Lot 1;

thence S 89°27'24" W (S 87°42'57" W plat) with said Southerly line of Lot 1, a distance of 61.85 feet (61.74 feet plat) to a point on the Northerly right-of-way line of N. 98th Street, as now established;

thence N 00°34'50" W (N 02°19'17" W plat) with the Northerly right-of-way line of N. 98th Street and said Southerly line of Lot 1, a distance of 65.73 feet (65.74 feet plat);

thence continuing with the Northerly right-of-way line of N. 98th Street and the Southwesterly line of said Lot 1, Northerly, Northwesterly and Westerly on a curve to the left, tangent to the last described course, having a radius of 575.00 feet, a central angle of 99°37'9", an arc distance of 999.75 feet to the Southeast corner of said Lot 1, Homefield Camping World - Second Plat and the Point of Beginning;

thence N 01°46'30" E with the Easterly line of said Lot 1, Homefield Camping World - Second Plat, a distance of 532.21 feet;

thence N 01°18'58" E, continuing with said Easterly line of Lot 1, a distance of 47.88 feet;

thence Northerly, Northwesterly and Westerly on a curve to the left, continuing with said Easterly line of Lot 1, tangent to the last described course, having a radius of 137.00 feet, a central angle of 27°16'31", and an arc distance of 65.22 feet;

thence N 65°06’49” E, no longer with said Easterly line of Lot 1, a distance of 61.38 feet;

thence N 01°44’28” E, a distance of 128.37 feet;

thence Northerly on a curve to the right, tangent to the last described course, having a radius of 2030.00 feet, a central angle of 01°52’15”, and an arc distance of 66.28 feet;

thence N 03°36’43” E, a distance of 277.96 feet;

thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 483.00 feet, a central angle of 61°50’04”, and an arc distance of 521.26 feet to a point of compound curvature;

thence Northeasterly along a curve to the right, tangent to the last described curve, having a radius of 1253.00 feet, a central angle of 01°00’30”, and an arc distance of 22.05 feet;

thence N 02°54’16” W, a distance of 595.78 feet to a point on the Northerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence N 75°36'18" E (N 73°51'51" E plat), with the Northerly line of Lot 1, a distance of 344.51 feet;

thence N 57°08'29" E (N 55°24'02" E plat), continuing with said Northerly line of Lot 1, a distance of 167.33 feet;

thence, S 41°04'52" E (S 42°49'19" E plat), continuing with said Northerly line of Lot 1, a distance of 129.95 feet;

thence N 76°56'14" E (N 75°11'47" E plat), continuing with said Northerly line of Lot 1, a distance of 141.97 feet;

thence S 04°17’54” E, no longer with said Northerly line of Lot 1, a distance of 795.57 feet;

thence Southeasterly along a curve to the right, having an initial tangent bearing of S 40°09’04” E, a radius of 498.00 feet, a central angle of 13°31’44”, and an arc distance of 117.59 feet to a point of reverse curvature;

thence Southeasterly along a curve to the left, tangent to the last described curve, having a radius of 942.00 feet, a central angle of 15°22’10”, and an arc distance of 252.69 feet to a point of reverse curvature;

thence Southerly along a curve to the right, tangent to the last described curve, having a radius of 397.00 feet, a central angle of 47°07’40”, and an arc distance of 326.55 feet;

thence N 89°29’55” E, a distance of 28.85’ to the northwest corner of Tract A, Homefield Multifamily Plat;

thence Southerly on a curve to the right, with the Northwesterly line of said Tract A and Lot 1, Homefield Multifamily Plat, having an initial tangent bearing of S 21°18'14" W, a radius of 924.50 feet, a central angle of 14°53'27" and an arc distance of 240.27 feet to a point of compound curvature;

thence Southwesterly on a curve to the right, with the Northwesterly line of said Lot 1, no longer with the Northwesterly line of said Tract A, tangent to the last described curve, having a radius of 830.00 feet, a central angle of 14°57'10" and an arc distance of 216.61 feet;

thence N 40°36’13” W, no longer with the Northwesterly line of said Lot 1, a distance of 60.01 feet;

thence S 69°13’04” W, a distance of 569.59 feet;

thence N 62°55’08” W, a distance of 79.78 feet;

thence N 89°10’51” W, a distance of 399.68 feet;

thence S 04°31’41” E, a distance of 80.36 feet;

thence S 01°46’30” W, a distance of 295.55 to a point on the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat, said point also being on the Northerly right-of-way of N. 98th Street, as now established;

thence along a curve to the left, with the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat and Northerly right-of-way of N. 98th Street, having a radius of 575.00 feet, a central angle of 14°02’17”, and an arc distance of 140.88 feet to the Point of Beginning.

The above described tract contains 1,904,619 square feet, or 43.72 acres, more or less.

AND:

<u>AREA D:</u>

All that part of Lot 3, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 3; the basis of bearing for the description is the Kansas Regional Coordinate System;

thence N 89°27’24” E (N 87°42’57” W plat) with the Southerly line of Lot 3, Schlitterbahn Vacation Village Second Plat and also being the Northerly right-of-way of State Avenue, as now established, a distance of 490.38 feet to the Point of Beginning;

thence continuing with said Southerly line of Lot 3 and Northerly right-of-way of State Avenue, N 89°27’24” E (N 87°42’57” W plat), a distance of 265.17 feet;

thence Northeasterly along a curve to the left, tangent to the last described course and with the Southeasterly line of said Lot 3 having a radius of 182.00 feet, a central angle of 118°41’07”, and an arc distance of 377.00 feet to a point of compound curvature;

thence Northwesterly along a curve to the left, tangent to the last described curve, with the Northerly line of said Lot 3 and the Southerly right-of-way of N. 98th Street, as now established, having a radius of 425.00 feet; a central angle of 65°39’30”, an arc distance of 487.03 feet;

thence S 01°46’30” W, no longer with the Northerly line of said Lot 3, a distance of 489.54 feet to the Point of Beginning.

The above described tract contains 177,934 square feet, or 4.08 acres, more or less.

AND:

<u>AREA E:</u>

All that part of public right of way for N. 98th Street lying in Section 1, Township 11 South, Range 23 East adjacent to Lot 3, Schlitterbahn Vacation Village, Second Plat.

Also,

All that part of public right of way for State Avenue lying in Section 1, Township 11 South, Range 23 East and Section 12, Township 11 South, Range 23 East and Section 6, Township 11 South, Range 24 East and Section 7, Township 11 South, Range 24 East from the West line of the Southeast Quarter of Section 1, Township 11 South, Range 23 East to the East line of the Northwest Quarter of Section 7, Township 11 South, Range 24 East.

Also,

All that part of public right of way for N. 90th Street lying in the South Half of Section 6, Township 11 South, Range 24 East

The above described tract contains approximately 28.38 acres.

EXHIBIT C

ESTIMATED COST

		Total Est. Cost		Use of CID Revenues*	
Themed Hotel/Homefield Outdoor	Area C	$	145,000,000	$	29,461,000
Homefield Indoor Training Facility	Area B	$	60,000,000	$	4,648,000
Homefield Outdoor/Big Shots	Area C	$	20,000,000	$	1,034,000
Atlas 9	Area D	$	26,700,000	$	15,388,000
Arena	Area C	$	53,000,000	$	8,558,000
Homefield Baseball	Area A	$	40,000,000	$	0
	Total:	**$**	**344,700,000**	**$**	**59,089,000**

*Reimbursable line item amounts are estimates and may be reallocated by HFS KCK, LLC ("Developer"), subject to the CID Cap and the Development Agreement entered into between Developer and the UG, as amended from time to time.

EXHIBIT D
SPECIAL ASSESSMENTS

The aggregate amount of Special Assessments to be levied against the properties within the District shall be as set forth in the tables below. Areas C and D shall be assessed the amounts set forth below, with assessments on each of Area C and Area D not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves), pursuant to Paragraph 6 of the Petition.

CID Year	**Year****	**Collection Period**	**Area A^^**	**Area B^^**	**Area C^^ - Assessment #1***	**Area C^^ - Assessment #2^**	**Area D^^**	**Area E^^**
			N/A	*N/A*	*Resort Fee*	*Ticket Fee*	*Ticket Fee*	*N/A*
1	2025	July 1, 2024 - June 30, 2025			$30.00	$2.00	$2.00	
2	2026	July 1, 2025 - June 30, 2026			30.60	2.04	2.04	
3	2027	July 1, 2026 - June 30, 2027			31.21	2.08	2.08	
4	2028	July 1, 2027 - June 30, 2028			31.84	2.12	2.12	
5	2029	July 1, 2028 - June 30, 2029			32.47	2.16	2.16	
6	2030	July 1, 2029 - June 30, 2030			33.12	2.21	2.21	
7	2031	July 1, 2030 - June 30, 2031			33.78	2.25	2.25	
8	2032	July 1, 2031 - June 30, 2032			34.46	2.30	2.30	
9	2033	July 1, 2032 - June 30, 2033			35.15	2.34	2.34	
10	2034	July 1, 2033 - June 30, 2034			35.85	2.39	2.39	
11	2035	July 1, 2034 - June 30, 2035			36.57	2.44	2.44	
12	2036	July 1, 2035 - June 30, 2036			37.30	2.49	2.49	
13	2037	July 1, 2036 - June 30, 2037			38.05	2.54	2.54	
14	2038	July 1, 2037 - June 30, 2038			38.81	2.59	2.59	
15	2039	July 1, 2038 - June 30, 2039			39.58	2.64	2.64	
16	2040	July 1, 2039 - June 30, 2040			40.38	2.69	2.69	
17	2041	July 1, 2040 - June 30, 2041			41.18	2.75	2.75	
18	2042	July 1, 2041 - June 30, 2042			42.01	2.80	2.80	
19	2043	July 1, 2042 - June 30, 2043			42.85	2.86	2.86	
20	2044	July 1, 2043 - June 30, 2044			43.70	2.91	2.91	

	MGV	LN	A9

*Per occupied hotel room night during collection period

^Per museum and arena admission ticket sold during collection period

Annual escalation: 2.0%

** “Year” refers to tax year. E.g., Special Assessments for “2025” will be on the tax bill received by the property owner(s) in November 2025.

^^ Refer to the parcels identified in Exhibits A and B of this Petition; see signature pages to Petition for corresponding legal descriptions.

[space above reserved for recording]

WAIVER OF ASSESSMENT PROCEEDINGS

TO THE GOVERNING BODY OF THE CITY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

The undersigneds (collectively, the "Owner") are the record titled owners of 100% of the real estate situated in the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") legally described as set forth in **Exhibit A** and depicted in the map in **Exhibit B** (the "Property"), excluding the public right-of-way included as a part thereof. Pursuant to a petition filed with the Clerk on _____________, 2023 (the "Petition") for the creation of a community improvement district (the "District"), the Owner has requested that special assessments be levied on portions of the Property over a term of twenty (20) years in the amounts set forth in **Exhibit C** (the "Special Assessments") for the costs of certain of the following described improvements and costs:

> The development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N 86th Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the UG and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

(collectively, the "Project").

After being advised of the Owner's rights to a public hearing and other matters related to the Special Assessments related to the Project, the Owner hereby agrees to the following:

1. Waiver of formal notice of and the holding of a public hearing by the governing body of the UG for the purpose of considering levying the Special Assessments described herein against the Property;

2. Consent to the levy of the Special Assessments against the Property to be assessed in the manner set forth in the Petition and as described in **Exhibit C** hereto, with such Special Assessments commencing with the tax bill to be distributed November 2025;

3. Waiver of the thirty (30) day period after publication of the ordinance of the UG levying the Special Assessments to contest the levy of the Special Assessments;

4. Waiver of any period allowing for the prepayment of the Special Assessments; and

5. Consent that the UG may immediately proceed to issue its special obligation community improvement district bonds to finance costs of the Project in accordance with K.S.A. 12-6a26 *et seq.*

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed the above foregoing Waiver at the date set forth opposite the signature below:

Property owned within District:

Legal Description of parcel: Area B (See **Exhibit A** attached hereto)

Maximum Special Assessment Amount: $0

Legal Description of parcel: Area C (See **Exhibit A** attached hereto)

Maximum Special Assessment Amount: The sum of $45.47 per occupied hotel room night + $3.30 per arena admission ticket sold, not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves) (See **Exhibit C** attached hereto)

Legal Description of parcel: Area D (See **Exhibit A** attached hereto)

Maximum Special Assessment Amount: $3.30 per museum admission ticket sold, not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves) (See **Exhibit C** attached hereto)

HFS KCK, LLC
a Kansas limited liability company

By: ____
Greg Maday, Manager

ACKNOWLEDGMENT

STATE OF __________________)
) ss.
COUNTY OF ________________)

Be it remembered that on this __ day of _____________, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

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

My Commission Expires:

____

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

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite its signature below:

Property owned within District:

Legal Description of parcel: Area A (See Exhibit B attached hereto)

Maximum Special Assessment Amount: $0

HFBB KCK, LLC,
a Kansas limited liability company

By: HFS KCK, LLC, Member

By: ________________________________
Greg Maday, Manager

ACKNOWLEDGMENT

STATE OF _________________)
) ss.
COUNTY OF _______________)

Be it remembered that on this __ day of _____________, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Maday, to me personally known, who being by me duly sworn did say that he is the Manager of HFS KCK, LLC, a Kansas limited liability company, the Member of HFBB KCK, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

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

My Commission Expires:

____

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

EXHIBIT A

LEGAL DESCRIPTION

AREA A:

Lot 1, Tract A, Tract B, Tract C, Tract D, Tract E, and Tract F Homefield Perfect Game, recorded as Document 2022R-10236, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 2,143,491 square feet, or 49.21 acres, more or less.

AND:

AREA B:
Lot 1, Homefield Sports Training, recorded as Document 2022R-10237, a subdivision of land in Kansas City, Wyandotte County, Kansas.

The above described tract contains 995,998 square feet, or 22.87 acres, more or less.

AND:

AREA C:

All that part of Lot 1, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 1; The basis of bearing for the description is the Kansas Regional Coordinate System;

thence S 89°27'24" W with the South line of said Southeast Quarter Section 1, a distance of 100.50 feet;

thence N 00°32'36" W, perpendicular to the last described course, a distance of 70.00 feet to the Southeast corner of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence with the Southerly line of said Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 881.99 feet;

thence continuing with said Southerly line of Lot 1, N 63°07'50" W (N 64°52'17" W plat), a distance of 13.73 feet;

thence continuing with said Southerly line of Lot 1, N 00°36'14" W (N 02°20'41" W plat), a distance of 459.27 feet;

thence continuing with said Southerly line of Lot 1, S 89°27'24" W (S 87°42'57" W plat), a distance of 320.02 feet;

thence S 00°37'01" E, no longer with said Southerly line of Lot 1, a distance of 474.75 feet to a point in the Northerly right-of-way line of State Avenue, as now established;

thence S 89°25'10" W with said Northerly right-of-way line of State Avenue, a distance of 105.00 feet;

thence N 00°37'01" W (N 02°20'41" W plat) with the southerly prolongation of the Southerly course of said Southerly line of Lot 1, a distance of 34.23 feet to said Southerly line of Lot 1;

thence S 89°27'24" W (S 87°42'57" W plat) with said Southerly line of Lot 1, a distance of 61.85 feet (61.74 feet plat) to a point on the Northerly right-of-way line of N. 98th Street, as now established;

thence N 00°34'50" W (N 02°19'17" W plat) with the Northerly right-of-way line of N. 98th Street and said Southerly line of Lot 1, a distance of 65.73 feet (65.74 feet plat);

thence continuing with the Northerly right-of-way line of N. 98th Street and the Southwesterly line of said Lot 1, Northerly, Northwesterly and Westerly on a curve to the left, tangent to the last described course, having a radius of 575.00 feet, a central angle of 99°37'9", an arc distance of 999.75 feet to the Southeast corner of said Lot 1, Homefield Camping World - Second Plat and the Point of Beginning;

thence N 01°46'30" E with the Easterly line of said Lot 1, Homefield Camping World - Second Plat, a distance of 532.21 feet;

thence N 01°18'58" E, continuing with said Easterly line of Lot 1, a distance of 47.88 feet;

thence Northerly, Northwesterly and Westerly on a curve to the left, continuing with said Easterly line of Lot 1, tangent to the last described course, having a radius of 137.00 feet, a central angle of 27°16'31", and an arc distance of 65.22 feet;

thence N 65°06’49” E, no longer with said Easterly line of Lot 1, a distance of 61.38 feet;

thence N 01°44’28” E, a distance of 128.37 feet;

thence Northerly on a curve to the right, tangent to the last described course, having a radius of 2030.00 feet, a central angle of 01°52’15”, and an arc distance of 66.28 feet;

thence N 03°36’43” E, a distance of 277.96 feet;

thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 483.00 feet, a central angle of 61°50’04”, and an arc distance of 521.26 feet to a point of compound curvature;

thence Northeasterly along a curve to the right, tangent to the last described curve, having a radius of 1253.00 feet, a central angle of 01°00’30”, and an arc distance of 22.05 feet;

thence N 02°54’16” W, a distance of 595.78 feet to a point on the Northerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat;

thence N 75°36'18" E (N 73°51'51" E plat), with the Northerly line of Lot 1, a distance of 344.51 feet;

thence N 57°08'29" E (N 55°24'02" E plat), continuing with said Northerly line of Lot 1, a distance of 167.33 feet;
thence, S 41°04'52" E (S 42°49'19" E plat), continuing with said Northerly line of Lot 1, a distance of 129.95 feet;

thence N 76°56'14" E (N 75°11'47" E plat), continuing with said Northerly line of Lot 1, a distance of 141.97 feet;

thence S 04°17’54” E, no longer with said Northerly line of Lot 1, a distance of 795.57 feet;

thence Southeasterly along a curve to the right, having an initial tangent bearing of S 40°09’04” E, a radius of 498.00 feet, a central angle of 13°31’44”, and an arc distance of 117.59 feet to a point of reverse curvature;

thence Southeasterly along a curve to the left, tangent to the last described curve, having a radius of 942.00 feet, a central angle of 15°22’10”, and an arc distance of 252.69 feet to a point of reverse curvature;

thence Southerly along a curve to the right, tangent to the last described curve, having a radius of 397.00 feet, a central angle of 47°07’40”, and an arc distance of 326.55 feet;

thence N 89°29’55” E, a distance of 28.85’ to the northwest corner of Tract A, Homefield Multifamily Plat;

thence Southerly on a curve to the right, with the Northwesterly line of said Tract A and Lot 1, Homefield Multifamily Plat, having an initial tangent bearing of S 21°18'14" W, a radius of 924.50 feet, a central angle of 14°53'27" and an arc distance of 240.27 feet to a point of compound curvature;

thence Southwesterly on a curve to the right, with the Northwesterly line of said Lot 1, no longer with the Northwesterly line of said Tract A, tangent to the last described curve, having a radius of 830.00 feet, a central angle of 14°57'10" and an arc distance of 216.61 feet;

thence N 40°36’13” W, no longer with the Northwesterly line of said Lot 1, a distance of 60.01 feet;

thence S 69°13’04” W, a distance of 569.59 feet;

thence N 62°55’08” W, a distance of 79.78 feet;

thence N 89°10’51” W, a distance of 399.68 feet;

thence S 04°31’41” E, a distance of 80.36 feet;

thence S 01°46’30” W, a distance of 295.55 to a point on the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat, said point also being on the Northerly right-of-way of N. 98th Street, as now established;

thence along a curve to the left, with the Southerly line of said Lot 1, Schlitterbahn Vacation Village Second Plat and Northerly right-of-way of N. 98th Street, having a radius of 575.00 feet, a central angle of 14°02’17”, and an arc distance of 140.88 feet to the Point of Beginning.

The above described tract contains 1,904,619 square feet, or 43.72 acres, more or less.

AND:

<u>AREA D:</u>

All that part of Lot 3, Schlitterbahn Vacation Village Second Plat, recorded as Document 2016R-09097, a subdivision of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 3; the basis of bearing for the description is the Kansas Regional Coordinate System;

thence N 89°27’24” E (N 87°42’57” W plat) with the Southerly line of Lot 3, Schlitterbahn Vacation Village Second Plat and also being the Northerly right-of-way of State Avenue, as now established, a distance of 490.38 feet to the Point of Beginning;

thence continuing with said Southerly line of Lot 3 and Northerly right-of-way of State Avenue, N 89°27’24” E (N 87°42’57” W plat), a distance of 265.17 feet;

thence Northeasterly along a curve to the left, tangent to the last described course and with the Southeasterly line of said Lot 3 having a radius of 182.00 feet, a central angle of 118°41’07”, and an arc distance of 377.00 feet to a point of compound curvature;

thence Northwesterly along a curve to the left, tangent to the last described curve, with the Northerly line of said Lot 3 and the Southerly right-of-way of N. 98th Street, as now established, having a radius of 425.00 feet; a central angle of 65°39’30”, an arc distance of 487.03 feet;

thence S 01°46’30” W, no longer with the Northerly line of said Lot 3, a distance of 489.54 feet to the Point of Beginning.

The above described tract contains 177,934 square feet, or 4.08 acres, more or less.

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EXHIBIT B

MAP

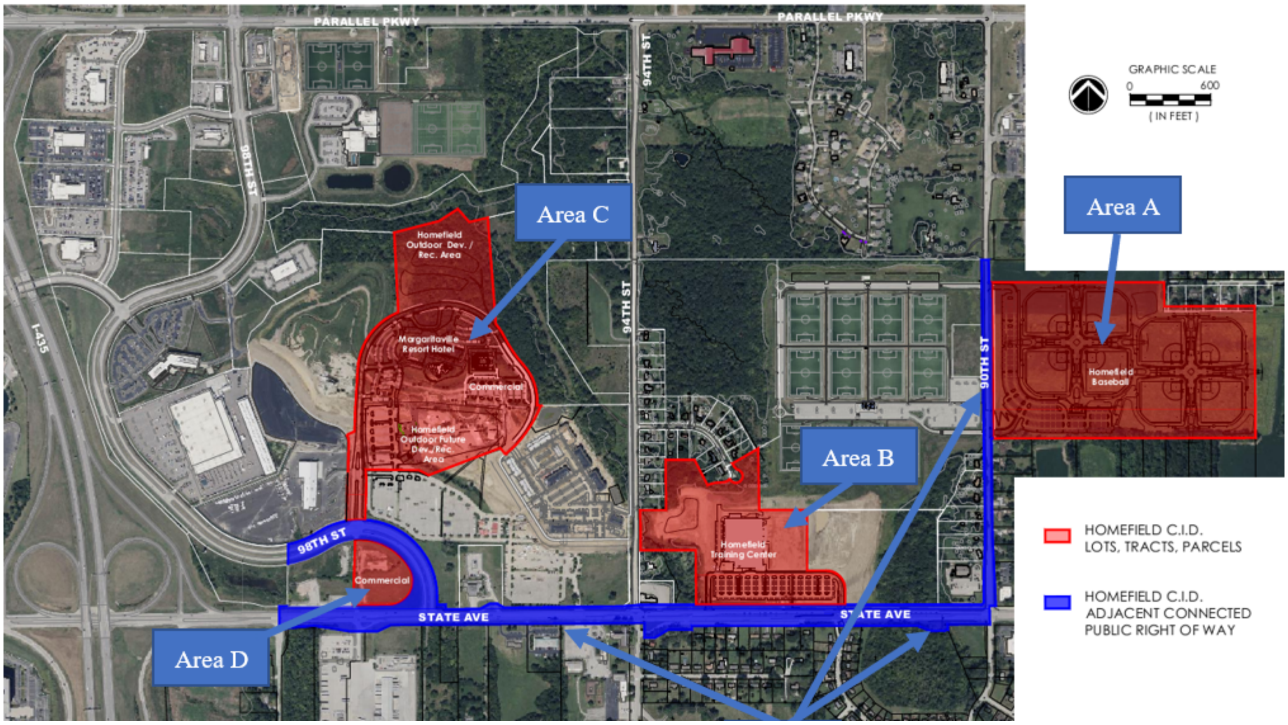

EXHIBIT C
SPECIAL ASSESSMENTS

The aggregate amount of Special Assessments to be levied against the properties within the District shall be as set forth in the tables below. Areas C and D shall be assessed the amounts set forth below, with assessments on each of Area C and Area D not to exceed $59,089,000 (plus bond financing costs, bond issuance-related fees, and applicable bond reserves), pursuant to the Petition.

CID Year	**Year****	**Collection Period**	**Area A^^**	**Area B^^**	**Area C^^ - Assessment #1***	**Area C^^ - Assessment #2^**	**Area D^^**	**Area E^^**
			N/A	*N/A*	*Resort Fee*	*Ticket Fee*	*Ticket Fee*	*N/A*
1	2025	July 1, 2024 - June 30, 2025			$30.00	$2.00	$2.00	
2	2026	July 1, 2025 - June 30, 2026			30.60	2.04	2.04	
3	2027	July 1, 2026 - June 30, 2027			31.21	2.08	2.08	
4	2028	July 1, 2027 - June 30, 2028			31.84	2.12	2.12	
5	2029	July 1, 2028 - June 30, 2029			32.47	2.16	2.16	
6	2030	July 1, 2029 - June 30, 2030			33.12	2.21	2.21	
7	2031	July 1, 2030 - June 30, 2031			33.78	2.25	2.25	
8	2032	July 1, 2031 - June 30, 2032			34.46	2.30	2.30	
9	2033	July 1, 2032 - June 30, 2033			35.15	2.34	2.34	
10	2034	July 1, 2033 - June 30, 2034			35.85	2.39	2.39	
11	2035	July 1, 2034 - June 30, 2035			36.57	2.44	2.44	
12	2036	July 1, 2035 - June 30, 2036			37.30	2.49	2.49	
13	2037	July 1, 2036 - June 30, 2037			38.05	2.54	2.54	
14	2038	July 1, 2037 - June 30, 2038			38.81	2.59	2.59	
15	2039	July 1, 2038 - June 30, 2039			39.58	2.64	2.64	
16	2040	July 1, 2039 - June 30, 2040			40.38	2.69	2.69	
17	2041	July 1, 2040 - June 30, 2041			41.18	2.75	2.75	
18	2042	July 1, 2041 - June 30, 2042			42.01	2.80	2.80	
19	2043	July 1, 2042 - June 30, 2043			42.85	2.86	2.86	
20	2044	July 1, 2043 - June 30, 2044			43.70	2.91	2.91	

	MGV	LN	A9

*Per occupied hotel room night during collection period

^Per museum and arena admission ticket sold during collection period

Annual escalation: 2.0%

** “Year” refers to tax year. E.g., Special Assessments for “2025” will be on the tax bill received by the property owner(s) in November 2025.

^^ Refer to the parcels identified in Exhibits A and B of this Petition; see signature pages to Petition for corresponding legal descriptions.

Staff Request for Commission Action

Tracking No. 212434

Full Commission Meeting Date: 5/25/23
Committee: Economic Development & Finance

Date of Standing Committee Action: 5/8/23 (If none, please explain): 5/8/23

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
04/27/2023	Patrick Waters	x5079	patrickwaters@wycokck.org	Legal

Item Description: Adoption of a Resolution of Intent to issue industrial revenue bonds for the Margaritaville/Homefield Outdoor project, submitted by Patrick Waters, Acting Chief Legal Counsel.
Action Requested: Adopt the resolution
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Resolution of Intent - Margaritaville + HFO (UG)

RESOLUTION NO. R-____-23

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED $135,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING COMMERCIAL FACILITIES AND MULTI-USE RECREATIONAL FACILITIES FOR THE BENEFIT OF HFMGV KCK, LLC, AND ITS SUCCESSORS AND ASSIGNS (MARGARITAVILLE AND HF OUTDOOR)

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

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

WHEREAS, HFMGV KCK, LLC, a Kansas limited liability company (together with successors or assigns, the "Company"), has submitted to the Unified Government an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Unified Government finance the cost of acquiring, constructing, improving and equipping an approximately 229-room Margaritaville-themed hotel and an outdoor multi-use recreational venue and all related improvements, more fully described in the Application and referred to as the "Themed Hotel" and "Homefield Outdoor," respectively, in the Development Agreement (defined herein), located approximately to the northwest of State Avenue and N. 94th Street in Kansas City, Kansas (collectively, the "Project") through the issuance of its revenue bonds in the principal amount not to exceed $135,000,000 (collectively, the "Bonds"), and to lease the Project to the Company or its successors and assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Unified Government and its inhabitants that the Unified Government finance the costs of the Project by the issuance of Bonds in the principal amount not to exceed $135,000,000, said Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Unified Government to the Company or its successors and assigns.

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

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

Section 2. Intent to Issue Bonds. The governing body of the Unified Government hereby determines and declares the intent of the Unified Government to acquire, construct, improve and equip the Project out of the proceeds of the Bonds in the principal amount of not to exceed $135,000,000 to be issued pursuant to the Act.

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

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

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

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

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

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

(1)Year	(2)PILOT
1	$801,500
2	809,515
3	817,610
4	825,786
5	834,044
6	842,385
7	850,808
8	859,316
9	867,910
10	876,589

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

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

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

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

Section 9. Termination. This Resolution shall terminate upon the earlier of (a) five years after the 2022 Effective Date as defined in the Development Agreement (which is also the last date on which Bonds may be issued pursuant to this Resolution), or (b) any date when the Company's (or its affiliate's) rights hereunder are earlier terminated pursuant to that certain Assignment, Assumption and Second Amended and Restated Development Agreement, as may be amended and supplemented, between the Unified Government and HFS KCK, LLC, a Kansas limited liability company (the "Development Agreement").

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

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

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

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

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ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 25TH DAY OF MAY, 2023.

By:_________________________________
Mayor/CEO

[SEAL]

ATTEST:

By ___________________________
Unified Government Clerk

Approved as to Form:

By: ___________________________
Office of Chief Counsel

Staff Request for Commission Action

Tracking No. 212434

Full Commission Meeting Date: 5/25/23
Committee: Economic Development & Finance

Date of Standing Committee Action: 5/8/23
(If none, please explain): 5/8/23

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
04/26/2023	Patrick Waters	x5079	patrickwaters@wycokck.org	Legal

Item Description:
Adoption of a Resolution of Intent to issue industrial revenue bonds for the Homefield Baseball Amendment, submitted by Patrick Waters, Acting Chief Legal Counsel.

Action Requested:
Adopt the resolution

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

Attachments List:
Resolution of Intent - Amended - HF Baseball (UG)

RESOLUTION NO. R-___-23

RESOLUTION AMENDING RESOLUTION NO. R-22-22 PREVIOUSLY ADOPTED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, DETERMINING ITS INTENT TO ISSUE INDUSTRIAL REVENUE BONDS TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A MULTI-SPORT ATHLETIC COMPLEX FOR THE BENEFIT OF HFBB KCK, LLC, AND ITS SUCCESSORS AND ASSIGNS (HOMEFIELD BASEBALL)

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, the Unified Government adopted Resolution No. R-22-22 on April 7, 2022 (the "Original Resolution of Intent") determining the intent of the governing body to issue its industrial revenue bonds (the "Bonds") in the aggregate amount not to exceed $45,000,000 to finance the costs of acquiring, constructing, improving and equipping a multi-sport athletic complex, including baseball and other outdoor facilities, and all related improvements more fully described in the Application and referred to as "Homefield Baseball" in the Development Agreement (as defined in the Original Resolution of Intent), to be located north of State Avenue in the vicinity of N. 90th Street (the "Project") for the benefit of HFBB KCK, LLC, a Kansas limited liability company (the "Company"); and

WHEREAS, the governing body, at the request of the Company, desires to amend the Original Resolution of Intent to adjust the payment in lieu of tax schedule set forth therein.

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

Section 1. Findings. The governing body of the Unified Government hereby finds that all procedural items prescribed by the Act with regard to this Resolution have been undertaken, including the public hearing held on this date (and publication and provision of notice thereof) and preparation of a cost-benefit analysis.

Section 2. Amendment. Section 7 of the Original Resolution of Intent is hereby amended to read as follows:

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

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

[(1)]Year	[(2)]PILOT
1	$85,362
2	86,216
3	87,078
4	87,949
5	88,828
6	89,717
7	90,614
8	91,520
9	92,435
10	93,360

[(1)] PILOTs will commence the calendar year after the Bonds are issued to finance the Project and will continue for up to 10 years thereafter; provided, such potential 10-year term shall begin on the calendar year following the first date of issuance of a series of industrial revenue bonds for either the Project or the Homefield Building (as defined and as further set forth in the Development Agreement).
[(2)] Excludes the school district capital outlay mills, as provided by Kansas law.

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

Section 3. Effectiveness of Original Resolution of Intent. Except as amended herein, all other provisions of the Original Resolution of Intent are hereby ratified and shall remain in full force and effect.

Section 4. 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 5. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

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ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON MAY 25, 2023.

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

[SEAL]

ATTEST:

By: ______________________________
Unified Government Clerk

Approved as to form:

By: ______________________________
Office of Chief Counsel

Staff Request for Commission Action

Tracking No. 212428

Full Commission Meeting Date: 5/25/23
Committee: Economic Development & Finance

Date of Standing Committee Action: 5/8/23 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
04/25/2023	Patrick Waters	x5079	patrickwaters@wycokck.org	Economic Development

Item Description: A resolution authorizing the Unified Government to enter into two real estate purchase agreements with the Kansas City Kansas Community College, submitted by Patrick Waters, Acting Chief Counsel.
Action Requested: To adopt the resolution (and advance to the 5/25/23 full commission meeting).
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Resolution authorizing Purchase Agreement - KCKCC

RESOLUTION NO. R-_______________

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO TWO REAL ESTATE PURCHASE AGREEMENTS WITH THE KANSAS CITY KANSAS COMMUNITY COLLEGE

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") is the legal owner of that certain real estate, at or about 645 Nebraska Avenue, in Kansas City, Kansas, and 600 State Avenue, in Kansas City, Kansas, as depicted on Exhibit A, attached hereto, and incorporated herein by reference, (collectively referred to as the "Properties"); and

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

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

WHEREAS, the Kansas City, Kansas Community College desires to purchase all of 600 State Avenue and a portion of 645 Nebraska Avenue from the Unified Government, an approximate depiction of which is shown in Exhibit B, attached hereto and incorporated herein; and

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

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

Section 1. That the Unified Government Board of Commissioners hereby approves the sale of all of 600 State Avenue and a portion of 645 Nebraska Avenue, as shown approximately in Exhibit B, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations for each property, as set forth in the agreement negotiated between the parties.

Section 2. That the County Administrator and other officials and representatives of the Unified Government are hereby authorized to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, a purchase agreement for the Properties consistent with the term set forth herein, and to execute such deeds and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to take any further action necessary to effectuate the sale.

Section 3. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____________ 2023.

____

Tyrone A. Garner
Mayor/CEO

Attest:

____

Unified Government Clerk

Approved as to Form:

____

Chief Counsel

Exhibit A


Parcel: 216204
PARCEL DETAILS
State ID: 105062030301700100
Quick Ref: R43730
Sqft:
Acre:2.1288
UNIFIED GOVERNMENT WY CO/KCK
645 NEBRASKA AVE
KANSAS CITY, KS 66101
Add to Results
View Additional Details
Nebraska Ave
Nebraska Ave

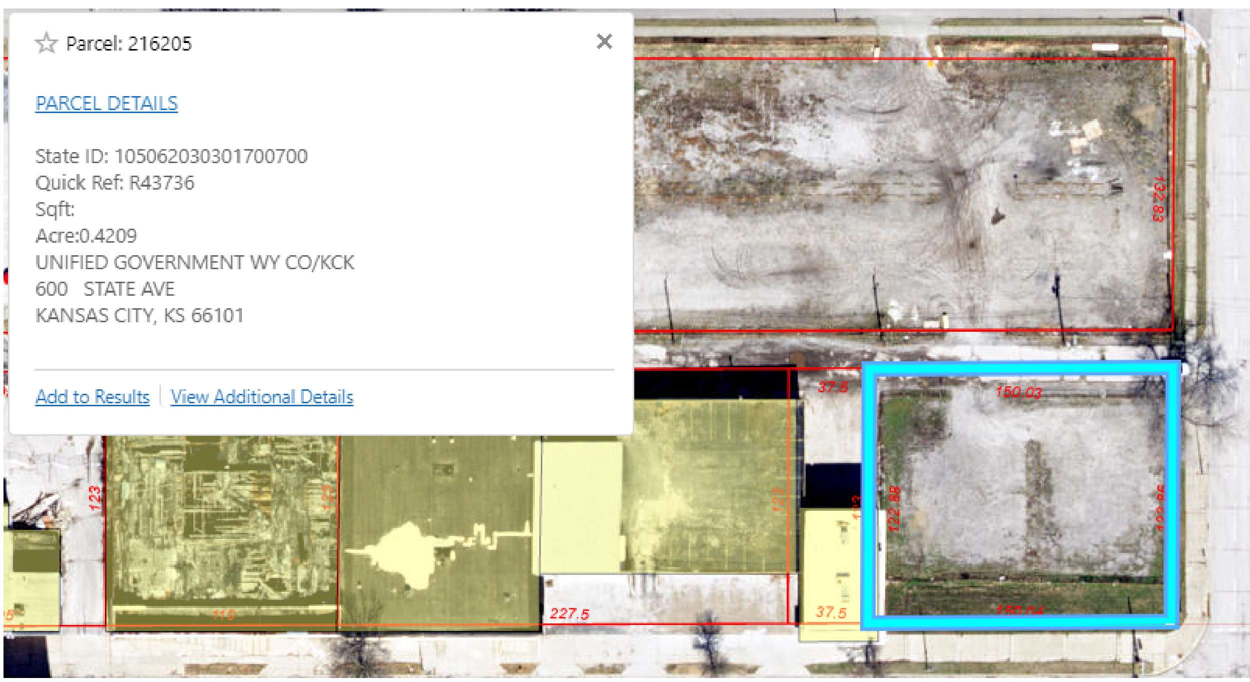
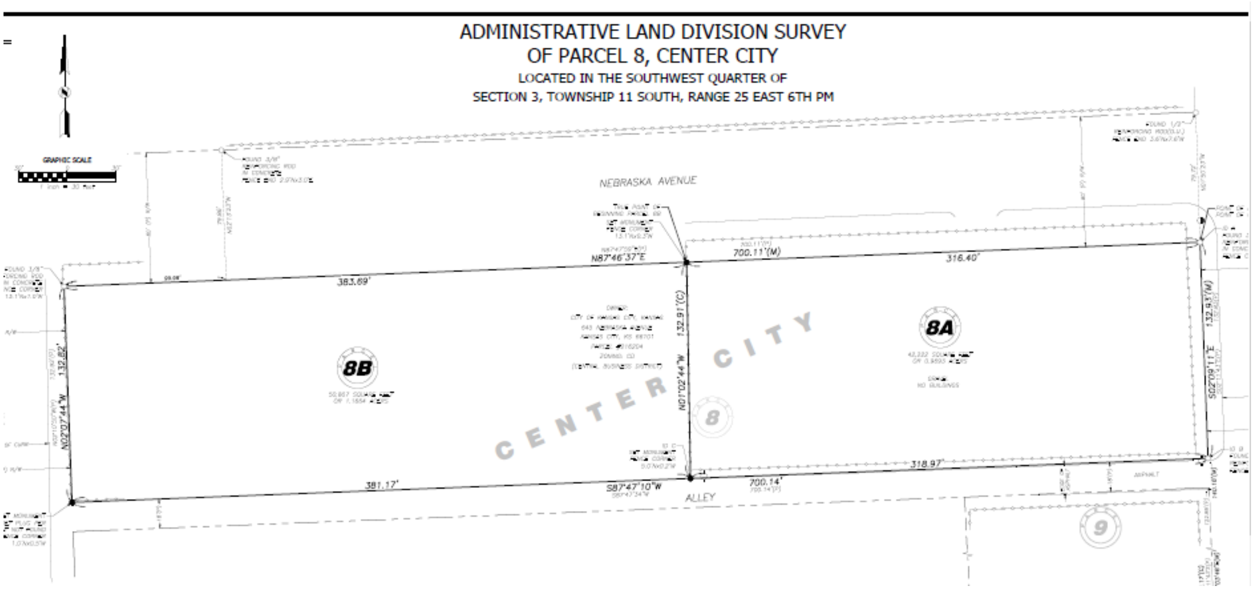

Parcel: 216205
PARCEL DETAILS
State ID: 105062030301700700
Quick Ref: R43736
Sqft:
Acre:0.4209
UNIFIED GOVERNMENT WY CO/KCK
600 STATE AVE
KANSAS CITY, KS 66101
Add to Results
View Additional Details
132.83
37.5
150.03
122.88
123
227.5
37.5

Exhibit B


ADMINISTRATIVE LAND DIVISION SURVEY
OF PARCEL 8, CENTER CITY
LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 3, TOWNSHIP 11 SOUTH, RANGE 25 EAST 6TH PM
GRAPHIC SCALE
NEBRASKA AVENUE
N87°46'37"E
700.11'(M)
316.40'
383.69'
132.82'
N02°07'44"W
132.91'(C)
N01°02'44"W
S02°09'11"E
8A
8B
8
9
CENTER CITY
381.17'
S87°47'10"W
700.14'
318.97'
ALLEY

Staff Request for Commission Action

Tracking No. 212429

Full Commission Meeting Date: 5/25/23
Committee: Economic Development & Finance

Date of Standing Committee Action: 5/8/23 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
04/25/2023	Patrick Waters	x5079	patrickwaters@wycokck.org	Legal

Item Description:
A resolution authorizing the execution of a second supplemental indenture with regard to the taxable Industrial Revenue Bonds (Dairy Farmers of America, Inc. Project — Building), Series 2017A, previously issued by the Unified Government of Wyandotte County/ Kansas City, Kansas, submitted by Patrick Waters, Interim Chief Counsel.

Action Requested:
To adopt the resolution.

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

Attachments List:
Resolution - DFA 2017A Second Supp. Indenture (UG), Second Supp. Indenture - DFA 2017A (UG)

RESOLUTION R-___-23

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE WITH REGARD TO THE TAXABLE INDUSTRIAL REVENUE BONDS (DAIRY FARMERS OF AMERICA, INC. PROJECT—BUILDING), SERIES 2017A, PREVIOUSLY ISSUED BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") has previously issued its Taxable Industrial Revenue Bonds (Dairy Farmers of America, Inc. Project—Building), Series 2017A (the "Series 2017A Bonds") pursuant to the terms of that certain Trust Indenture dated as of December 1, 2017 (the "Indenture"), between the Unified Government and Security Bank of Kansas City (the "Trustee"); and

WHEREAS, Wells Fargo Bank, National Association (the "Bondowner") purchased the Series 2017A Bonds and is the sole bondowner of the Series 2017A Bonds; and

WHEREAS, the Series 2017A Bonds are payable solely from the rents, revenues and receipts derived from the Project (as defined in the Indenture) and payable under that certain Lease Agreement dated as of December 1, 2017 (the "Lease Agreement"), between the Unified Government and Dairy Farmers of America, Inc. (the "Company"); and

WHEREAS, interest on the Series 2017A Bonds accrues at a rate determined in part by the London Interbank Offered Rate ("LIBOR," as may be further defined in the Indenture); and

WHEREAS, the Unified Government, Bondowner, Trustee, and Company entered into a First Supplemental Indenture dated as of July 9, 2021 (the "First Supplemental Indenture") to implement alternative provisions for calculating the accrual of interest on the Series 2017A Bonds in anticipation of the cessation of LIBOR; and

WHEREAS, the Unified Government, Bondowner, Trustee, and Company now desire to transition the interest rate from LIBOR-based to one based on the secured overnight financing rate ("SOFR," as may be further defined in the Indenture) and extend the Lease Term (as defined in the Indenture); and

WHEREAS, the Unified Government desires to authorize the execution of a Second Supplemental Indenture (the "Second Supplemental Indenture") in order to implement such changes; and

WHEREAS, the Board of Commissioners of the Unified Government (the "Governing Body") finds and determines that it is desirable to supplement the Indenture, as previously supplemented by the First Supplemental Indenture, by adopting this resolution to permit the execution of the Second Supplemental Indenture for the purposes described herein and take certain other actions in connection with such amendments.

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

Section 1. Authorization and Approval of Bond Documents Amendments. The Second Supplemental Indenture is hereby approved in substantially the form presented to and reviewed by the Governing Body at this meeting (copies of which documents shall be filed in the records of the Unified

Government), and the Unified Government is hereby authorized to execute and deliver such document 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 and the Unified Government's approval thereof.

Section 2. **Execution of Documents; Further Authority**. The Mayor/CEO (or acting Mayor/CEO), Unified Government Clerk, and all other appropriate officers and officials of the Unified Government are hereby authorized and directed to execute and deliver the Second Supplemental Indenture and such other documents, certificates and instruments and take any other actions as may be necessary or desirable to carry out and comply with the intent of this Resolution for and on behalf of and as the act and deed of the Unified Government.

Section 3. **Effective Date**. This Resolution shall take effect and be in full force immediately upon its adoption by the Unified Government.

ADOPTED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, ON MAY 25, 2023.

(Seal)

By: ____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

Approved as to Form:

By: _________________________________
Office of Chief Counsel

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

SECURITY BANK OF KANSAS CITY
As Trustee

SECOND SUPPLEMENTAL TRUST INDENTURE

Dated as of May 26, 2023

Relating to:

$33,607,165.22
(Aggregate Maximum Principal Amount)
Unified Government of Wyandotte County/Kansas City, Kansas
Taxable Industrial Revenue Bonds
(Dairy Farmers of America, Inc. Project--Building)
Series 2017A

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE dated as of May 26, 2023 (the "Second Supplemental Indenture"), 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 **SECURITY BANK OF KANSAS CITY,** a Kansas banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with its designated corporate trust office located in Kansas City, Kansas, as Trustee (the "Trustee") amends and supplements a Trust Indenture dated as of December 1, 2017 between the Unified Government and the Trustee (the "Original Indenture"), as amended by the First Supplemental Trust Indenture dated as of July 9, 2021 (the "First Supplemental Indenture;" collectively, the Original Indenture, the First Supplemental Indenture, and this Second Supplemental Indenture are referred to herein as the "Indenture");

WHEREAS, the Unified Government is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to purchase, acquire, construct, improve, equip and remodel certain facilities within its jurisdiction for industrial purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds;

WHEREAS, the Unified Government previously issued its Taxable Industrial Revenue Bonds (Dairy Farmers of America, Inc. Project—Building), Series 2017A (the "Series 2017A Bonds") pursuant to the terms of the Original Indenture for the purpose of acquiring, improving, constructing, installing and equipping a commercial facility located as 1405 North 98th Street (as may be further defined in the Original Indenture, the "Project"); and

WHEREAS, Wells Fargo Bank, National Association (the "Bondowner") purchased the Series 2017A Bonds and is the sole bondowner of the Series 2017A Bonds; and

WHEREAS, the Unified Government leased its interest in the Project to Dairy Farmers of America, Inc., a Kansas cooperative marketing association (the "Lessee"), pursuant to that certain Lease Agreement between the Unified Government and the Lessee dated as of December 1, 2017 (the "Lease Agreement"); and

WHEREAS, the Series 2017A Bonds are payable solely from the rents, revenues and receipts derived from the Project and payable under the Lease Agreement; and

WHEREAS, under the Original Indenture, interest on the Series 2017A Bonds accrued at a rate determined in part by the London Interbank Offered Rate ("LIBOR," as may be further defined in the Indenture); and

WHEREAS, the Unified Government, Bondowner, Trustee, and Lessee entered into the First Supplemental Indenture to implement alternative provisions for calculating the accrual of interest on the Series 2017A Bonds in anticipation of the cessation of LIBOR; and

WHEREAS, the Unified Government, Bondowner, Trustee, and Lessee now desire to enter into this Second Supplemental Indenture to (i) transition the interest rate from LIBOR-based to one based on the secured overnight financing rate ("SOFR," as may be further defined in the Indenture) and (ii) extend the Lease Term as described herein; and

WHEREAS, the parties hereto intend for this Second Supplement Indenture to constitute a covered modification within the meaning of Treasury Regulation § 1.1001-6(h)(1).

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1. Definitions of Words and Terms. Except as otherwise defined herein, capitalized terms shall have the meaning set forth in the Original Indenture or the First Supplemental Indenture.

Section 2. Authority for Second Supplemental Indenture. This Second Supplemental Indenture is adopted pursuant to the provisions of the Act, the Original Indenture and the First Supplemental Indenture, and is supplemental to, and is authorized, executed and delivered in accordance with, **Article XI** of the Original Indenture.

ARTICLE II

BONDOWNER REPRESENTATION AND CONSENT

Section 1. Representation. Bondowner hereby represents that it is the sole owner of the entire principal amount of the Series 2017A Bonds.

Section 2. Bondowner Consent; Acknowledgement. By its execution hereof, Bondowner affirmatively provides its written consent to (a) the execution of this Second Supplemental Indenture by the Unified Government and the Trustee, and (b) the extension of the Expiration Date of the Lease Agreement, the Lease Term, and the maturity of the Series 2017A Bonds to December 1, 2027 pursuant to Section 3.2 of the Lease Agreement; provided, however, the Lease Agreement shall not terminate until the Bonds have been paid and discharged. The Unified Government and Lessee acknowledge and confirm the extension of the Lease Term to December 1, 2027.

ARTICLE III

AMENDMENTS

Section 1. **Additional Definitions.** Starting with the next Accrual Period commencing after the date of this Second Supplemental Indenture, the following definitions are hereby added to **Section 101**.

"***Adjusted Term SOFR***" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation (in the applicable tenor) plus (b) ten basis points (0.10%); provided, if

Adjusted Term SOFR determined as provided here shall ever be less than the Benchmark Floor, then Adjusted Term SOFR shall be deemed to be the Benchmark Floor.

"***Benchmark Floor***" means a rate of interest equal to zero percent (0%).

"***Conforming Changes***" means any technical, administrative or operational changes (including, without limitation, changes to the definition of "U.S. Government Securities Business Day," the definition of "Accrual Period" or any similar or analogous definition, the timing and frequency of determining rates and making payments of interest, prepayment provisions and other technical, administrative or operational matters) that Bondowner decides may be appropriate to reflect the adoption and implementation of a Benchmark Replacement or to permit the use and administration of Term SOFR or a Benchmark Replacement by Bondowner.

"***Federal Reserve Business Day***" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"***SOFR***" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"***SOFR Administrator***" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"***Term SOFR***" means the Term SOFR Reference Rate for a tenor comparable to the applicable Accrual Period on the day (such day, the "Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Accrual Period, as such rate is published by the Term SOFR Administrator; provided, however, that (i) if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day and (ii) if Term SOFR determined as provided above (including pursuant to clause (i) of this proviso) shall ever be less than the Benchmark Floor, then Term SOFR shall be deemed to be the Benchmark Floor.

"***Term SOFR Administrator***" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Bondowner in its reasonable discretion).

"***Term SOFR Reference Rate***" means the forward-looking term rate based on SOFR.

"***U.S. Government Securities Business Day***" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 2. Revised Pricing and Interest Accrual.

(a) Starting with the next Accrual Period commencing after the date of this Second Supplemental Indenture, Section 208(c) of the Indenture is hereby deleted in its entirety and replaced with the following:

"(c) The Bonds outstanding shall bear interest at a rate per annum equal to the Adjusted Term SOFR rate plus 2.00%, subject to Section 213 and Section 214."

(b) Section 208(d) of the Indenture is hereby deleted in its entirety and replaced with the following:

"(d) Interest shall be computed on the basis of actual/360 days while interest on the Bond accrues at the Adjusted Term SOFR rate."

Section 3. SOFR Replacement. Section 213 of the Indenture is hereby deleted in its entirety and replaced with the following:

"Section 213. Term SOFR.

(a) Inability to Determine Interest Rates; Illegality. Subject to the Benchmark Replacement Provisions at Section 214 below, if Bondowner determines (any determination of which shall be conclusive and binding hereunder) that either (i) Term SOFR for the applicable Accrual Period cannot be determined pursuant to the definition thereof other than as a result of a Benchmark Transition Event (an "Inability Determination") or (ii) any law has made it unlawful, or that any governmental authority has asserted that it is unlawful, for Bondowner to make or maintain an advance based on SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR or Term SOFR (an "Illegality Determination"), then Bondowner will so notify Lessee and Trustee. If the foregoing Inability Determination or Illegality Determination relates to Term SOFR for any Accrual Period, the outstanding principal balance of the Series 2017A Bonds bearing interest in relation to Term SOFR for any affected Accrual Period shall bear interest at a fluctuating rate per annum determined by Bondowner to be equal to the Prime Rate in effect from time to time (computed on the basis of a 360-day year, actual days elapsed), from the date of an Inability Determination or an Illegality Determination until Bondowner revokes such Inability Determination or notifies Lessee and Trustee that the circumstances giving rise to such Illegality Determination no longer exist, as applicable; provided, however, that no such determination of interest shall take effect during any applicable Accrual Period as a result of an Inability Determination. When interest is determined in relation to the Prime Rate, each change in the rate of interest hereunder shall become effective on the date each Prime Rate change is announced within Bondowner. Notwithstanding any of the foregoing to the contrary, if a Benchmark Replacement is subsequently determined in accordance with applicable Benchmark Replacement Provisions, that Benchmark Replacement, plus any applicable margin, will then supersede the foregoing with respect to the replaced Benchmark.

(b) Term SOFR Conforming Changes. In connection with the use or administration of Term SOFR, Bondowner will have the right to make Conforming Changes from time to time and any amendments implementing such Conforming Changes will become effective without any further action or consent of the Unified Government, the Lessee or any other party to this Indenture. Bondowner will promptly notify Lessee and Trustee of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR."

Section 4. Benchmark Replacement Provisions. Section 214 is hereby added to the Indenture as follows:

"Section 214. Benchmark Replacement Provisions.

Notwithstanding anything to the contrary contained herein:

(a) Benchmark Replacement. If a Benchmark Transition Event occurs, the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder. Any Benchmark Replacement will become effective on the applicable Benchmark Replacement Date without any further action or consent of the Unified Government, the Lessee or any other party to this Indenture.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, Bondowner will have the right to make Conforming Changes from time to time and any amendments implementing such Conforming Changes will become effective without any further action or consent of the Unified Government, the Lessee or any other party to this Indenture.

(c) Notices; Standards for Decisions and Determinations. Bondowner will promptly notify Lessee and Trustee of (i) the implementation of any Benchmark Replacement, (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement and (iii) the removal or reinstatement of any tenor of a Benchmark pursuant to the provisions herein. Any determination, decision or election that may be made by Bondowner pursuant to these Benchmark Replacement Provisions, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and will be made in its sole discretion and without any further action or consent of the Unified Government, the Lessee or any other party to this Indenture.

(d) Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by Bondowner in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then Bondowner may modify the definition of "Accrual Period" (or any similar or analogous definition) for any Benchmark settings at or after the occurrence of either (A) or (B) above to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) as selected by Bondowner in its reasonable discretion or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then Bondowner may modify the definition of "Accrual Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Certain Defined Terms. As used in this Section, each of the following capitalized terms has the meaning given to such term below:

(i) "Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (A) if such Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an interest period for purposes hereunder or (B) otherwise, any payment period for interest calculated with reference to such Benchmark that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Accrual Period" pursuant to the provisions herein.

(ii) "Benchmark" means, initially, the Term SOFR Reference Rate; provided, however, that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to the provisions herein.

(iii) "Benchmark Administrator" means, initially, the Term SOFR Administrator, or any successor administrator of the then-current Benchmark or any insolvency or resolution official with authority over such administrator.

(iv) "Benchmark Replacement" means the sum of: (A) the alternate reference rate that has been selected by Bondowner as the replacement for the then-current Benchmark and (B) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Bondowner, in each case, giving due consideration to (x) any selection or recommendation by the Relevant Governmental Body at such time for a replacement reference rate, the mechanism for determining such a rate, the methodology or conventions applicable to such alternate reference rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (y) any evolving or then-prevailing market convention for determining an alternate reference rate as a replacement to the then-current Benchmark, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate for U.S. dollar-denominated syndicated or bilateral credit facilities; provided, however, that if the Benchmark Replacement as determined as provided above would be less than the Benchmark Floor, then the Benchmark Replacement shall be deemed to be the Benchmark

Floor for the purposes hereunder, subject to any other applicable floor rate provision.

(v) "Benchmark Replacement Date" means the date specified by Bondowner in a notice to Lessee and Trustee following a Benchmark Transition Event.

(vi) "Benchmark Transition Event" means the occurrence of one or more of the following events with respect to any then-current Benchmark: a public statement or publication of information by or on behalf of the Benchmark Administrator or a regulatory supervisor for the Benchmark Administrator announcing that (A) the Benchmark Administrator has ceased or will cease to provide such Benchmark, or, if such Benchmark is a term rate, all Available Tenors of such Benchmark, permanently or indefinitely, or (B) such Benchmark is, or, if such Benchmark is a term rate, all Available Tenors of such Benchmark are, not, or as of a specified future date will not be, representative of underlying markets or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

(vii) "Relevant Governmental Body" means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York or any successor thereto."

Section 5. Replacement Bond. The Unified Government shall deliver to the Trustee an executed replacement Bond in substantially the form attached hereto as **Exhibit A** which shall be deemed effective with the next Accrual Period commencing after the date of this Second Supplemental Indenture.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Applicability of Original Indenture and First Supplemental Indenture. Except as otherwise provided in this Second Supplemental Indenture, the provisions of the Original Indenture and the First Supplemental Indenture are hereby ratified, approved and confirmed and incorporated herein.

Section 2. Severability. If any provision of this Second Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 3. Execution in Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Governing Law. This Second Supplemental Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be executed, delivered, and stored by electronic means.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Unified Government of Wyandotte County/Kansas City, Kansas, has caused this Second Supplemental Indenture to be signed in its name and behalf by its Mayor/CEO and the seal of the Unified Government to be hereunto affixed and attested by its Unified Government Clerk, and to evidence its acceptance of the trusts hereby created, Security Bank of Kansas City has caused this Second Supplemental Indenture to be signed in its name and behalf by its duly authorized officer and attested, all as of the date first above written.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

By:___________________________________
Mayor/CEO

[SEAL]

ATTEST:

By ___________________________
Unified Government Clerk

Approved as to Form:

By: _____________________________
Office of Chief Counsel

SECURITY BANK OF KANSAS CITY,
as Trustee

By: ____________________________________

Name: __________________________________

Title: __________________________________

ATTEST:

By: _________________________________

Name: ______________________________

Title: _______________________________

BONDHOLDER CONSENT

Pursuant to Article XI of the Original Indenture, Bondholder, as owner of 100% of the principal amount of the Series 2017A Bonds, hereby consents to the execution of the Second Supplemental Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION
A national banking association

as Bondholder

By: ___________________________________

Name: _________________________________

Title: __________________________________

LESSEE CONSENT

Pursuant to Article XI of the Original Indenture, the Lessee hereby consents to the execution of the Second Supplemental Indenture.

DAIRY FARMERS OF AMERICA, INC.
A Kansas non-stock cooperative marketing association,

as Lessee

By: ___________________________________

Name: _________________________________

Title: __________________________________

EXHIBIT A

FORM OF BOND

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred except in accordance with the provisions of Section 206(b) of the Indenture. In addition, this Bond may not be transferred unless (i) the Unified Government consents in writing to such transfer, and (ii) the Unified Government and the Trustee are furnished a written legal opinion from counsel acceptable to the Unified Government, the Trustee and the Lessee, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any Affiliate (as defined in the Indenture) without the necessity of obtaining the Unified Government's consent or such an opinion. As a condition to any transfer the Trustee must receive a representation letter as set forth in the Indenture.

R-3 **$33,607,165.22**

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF WYANDOTTE

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
TAXABLE INDUSTRIAL REVENUE BOND
(DAIRY FARMERS OF AMERICA, INC. PROJECT-BUILDING)
SERIES 2017A

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"), for value received, promises to pay, but solely from the source hereinafter referred to, to

WELLS FARGO BANK, NATIONAL ASSOCIATION

or registered assigns, on December 1, 2027, as provided in the Indenture, the maximum principal amount of

THIRTY-THREE MILLION SIX-HUNDRED SEVEN THOUSAND AND ONE-HUNDRED SIXTY-FIVE DOLLARS AND TWENTY-TWO CENTS

or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. The registered owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto; provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the Unified Government kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United

States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the Adjusted Term SOFR rate plus 2.00%, subject to adjustment as set forth in the Indenture, payable in arrears on each Interest Payment Date and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be computed on the basis of actual/360 days while interest on the Bond accrues at the Adjusted Term SOFR rate. As specified in the Indenture, the Adjusted Term SOFR rate may be replaced with another benchmark index. Principal on this Bond shall be payable on the maturity date set forth above, unless such principal shall have been paid as a result of a redemption of the Bonds prior to such maturity date.

As used herein, the term "Cumulative Outstanding Principal Amount" means an amount equal to the aggregate of all amounts paid into the Construction Fund in accordance with the terms of the Indenture hereinafter referred to, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited into the Construction Fund pursuant to the terms of the Indenture as "Principal Amount Deposited into Construction Fund" and shall enter the aggregate principal amount of this Bond then outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for this Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof, pursuant to the optional redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as "Principal Amount Paid Pursuant to Optional Redemption Provisions," and shall enter the then outstanding principal amount of this Bond as "Cumulative Outstanding Principal Amount" on its records. The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture under the column headed "Principal Amount Deposited Into Construction Fund" on the attached Table of Cumulative Outstanding Principal Amount (the "Table") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the optional redemption provisions of the Indenture, the registered owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to amounts deposited into the Construction Fund or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the Unified Government designated "Unified Government of Wyandotte County/Kansas City, Kansas Taxable Industrial Revenue Bonds (Dairy Farmers of America, Inc. Project-Building), Series 2017A," in the aggregate maximum principal amount of $33,607,165.22 (the "Bonds"), to be issued for the purpose of providing funds to pay the cost of acquiring, improving, constructing, installing and equipping facilities located at 1405 North 98th Street, located in Kansas City, Kansas (the "Project"), to be leased to Dairy Farmers of America, Inc., a Kansas non-stock cooperative marketing association (the "Lessee"), under the terms of a Lease Agreement dated as of December 1, 2017 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease Agreement"), between the Unified Government and the Lessee, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 to 12-1749d, inclusive, as amended, and pursuant to proceedings duly had by the governing body of the Unified Government.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of December 1, 2017 (the "Indenture"), between the Unified Government and Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"). Subject to the terms and conditions set forth therein, the Indenture permits the Unified Government to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Unified Government, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, by the Unified Government, at the option of and upon instructions from the Lessee, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty except as provided under the Continuing Covenants Agreement, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund for the Bonds in accordance with **Section 602** of the Indenture, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty except as provided under the Continuing Covenants Agreement, to the date of payment.

In the event the Bonds are to be called for redemption as provided in paragraphs (a) or (b) above, the Lessee shall deliver written notice to the Unified Government and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with paragraph (a) or (b) above at least ten days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS are special obligations of the Unified Government payable solely out of the rents, revenues and receipts derived by the Unified Government from the Project and not from any other fund or source of the Unified Government, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the Unified Government under and pursuant to the Lease Agreement, all as provided in the Indenture. The Bonds do not constitute general obligations of the Unified Government or the State of Kansas, and neither the Unified Government nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease Agreement, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Lessee directly to the Trustee for the account of the Unified Government and deposited in a special fund created by the Unified Government and designated the "The Unified Government of Wyandotte County/Kansas City, Kansas, Industrial Revenue Bond Fund – Dairy Farmers of America, Inc. Project-Building."

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds of this Series issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Unified Government kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and of the same series and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Unified Government, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of a single fully registered Bond without coupons in the principal denomination of $33,607,165.22.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Kansas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Unified Government of Wyandotte County/Kansas City, Kansas, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor/CEO, attested by the manual or facsimile signature of its Unified Government Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the date set forth above.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

By ___________________________________
Mayor/CEO

(SEAL)

ATTEST:

By ________________________________
Unified Government Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

Date	Principal Amount Deposited Into Construction Fund	Principal Amount Paid Pursuant to Redemption Provisions	Cumulative Outstanding Principal Amount	Notation Made By
12/14/2017	$33,607,165.22		$33,607,165.22	

(FORM OF ASSIGNMENT)
(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______________________________ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: ______________________.

____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

____
(Name of Bank)

By:_____________________________________
Name:____________________________________
Title:_____________________________________

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Dairy Farmers of America, Inc. Project-Building), Series 2017A, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

SECURITY BANK OF KANSAS CITY, as Trustee

____
Date

By ____________________________________
Name: __________________________________
Title: ___________________________________

Staff Request for Commission Action

Tracking No. 212438

Full Commission Meeting Date:
Committee: Economic Development & Finance

Date of Standing Committee Action: 5/8/23 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
04/27/2023	Debbie Jonscher	x5847	djonscher@wycokck.org	Finance

Item Description: Fourth Quarter 2022 Budget to Actuals Report, submitted by Reginald Lindsey, Budget Director, and Deborah Jonscher, Interim CFO.
Action Requested: For Information Only
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: