UPDATED AGENDA
Full Commission Meeting Agenda
Thursday, August 17, 2023
7:00 PM

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

Please click the link below to join the webinar:
https://us02web.zoom.us/j/88222407379
Or One tap mobile:
+17193594580,88222407379# US
+12532050468,88222407379# US
Or Telephone:
Dial (for higher quality, dial a number based on your current location): +1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 360 209 5623 US, +1 386 347 5053 US, +1 507 473 4847 US, +1 564 217 2000 US, +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago)
888 475 4499 US (Toll Free) 877 853 5257 US (Toll Free)
Webinar ID: 882 2240 7379
International numbers available: https://us02web.zoom.us/u/kdZwndaPl5

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **INVOCATION GIVEN BY KEN NETTING, GRACE LUTHERAN CHURCH**

IV. **PLEDGE OF ALLEGIANCE**

V. **REVISIONS TO THE AUGUST 17, 2023 AGENDA**
UPDATING DOCUMENTS – STANDING COMMITTEE'S AGENDA
Item No. 1 - RESOLUTION-REAL ESTATE PURCHASE AGREEMENT WITH KANSAS CITY KANSAS COMMUNITY COLLEGE
Synopsis: Approval of a resolution approving a purchase agreement with Kansas City Kansas Community College for real property located at 600 and 645 Nebraska Avenue, submitted by Jeff Conway, Assistant Counsel.

*On August 14, 2023, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and fast-track to the August 17, 2023, Full Commission meeting.*
Tracking #: 212627
UPDATED DOCUMENTS:
- **Revised Resolution**
- **Revised Purchase Agreement**

VI. **MAYOR'S AGENDA**

Item No. 1 - COMMUNITY INPUT AND RECOMMENDATIONS
Synopsis: Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government's span of interest and control. Participants will be limited to **three minutes** in duration. Citizens appearing in the Municipal Office Building will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk's Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for the requested participant's guaranteed inclusion to be recognized for comment and participation.
Tracking #: 211539

Item No. 2 - UPDATE: FINANCIAL AUDIT
Synopsis: An update of the Unified Government Financial audit process conducted by FORVIS LLP, submitted by Tyrone A. Garner, Mayor/CEO.

For information only
Tracking #: 212635

Item No. 3 - PRESENTATION: WILLA GILL CENTER
Synopsis: Presentation by the Kansas City Kansas Police Department, Kansas City Kansas Fire Department, and the Neighbors In Need Unhoused Task Force, submitted by Tyrone A. Garner, Mayor/CEO.

For information only
Tracking #: 212634

Item No. 4 - PRESENTATION: SUMMER EDUCATION PROGRAM
Synopsis: A presentation conducted by Oak Ridge Development School, Heartland 180 Inc, and Central Area Betterment Association (CABA), submitted by Tyrone A. Garner, Mayor/CEO.

For information only
Tracking #: 212636

VII. CONSENT AGENDA

Item No. 1 - ORDINANCE/RESOLUTION: SALES TAX & UTILITY REBATE PROGRAM
Synopsis: Approval of an ordinance modifying the Utility Rebate and Sales Tax Rebate Programs, submitted by Commissioner Bynum.

On July 24, 2023, the ***Administration and Human Services Standing Committee****, chaired by Commissioner Bynum, voted unanimously to approve and forward to the full commission.*
Tracking #: 212590

Item No. 2 - NOMINATIONS: BOARDS AND COMMISSIONS
Synopsis: Nominations for Boards and Commissions:

Melanie Schwartzkopf to the WYCO Library Board from 8/17/2023 to 12/31/2025, submitted by Commissioner Davis.

Sarah Lynch to the UG Park Board from 8/17/2023 to 12/15/2025, submitted by Commissioner Burroughs.

Loren Taylor to the Landmarks Commission from 8/17/2023 to 12/15/2025, submitted by Commissioner Burroughs.
Tracking #: 212425

Item No. 3 - MINUTES
Synopsis: Minutes from the Special Session meeting on July 13, 2023.
Tracking #: MINUTES

Item No. 4 - WEEKLY BUSINESS
Synopsis: Weekly business materials dated July 6th, 13th, and 20th, 2023.
Tracking #: WEEKLY BUSINESS

VIII. PUBLIC HEARING AGENDA

IX. STANDING COMMITTEES' AGENDA

Item No. 1 - RESOLUTION-REAL ESTATE PURCHASE AGREEMENT WITH KANSAS CITY KANSAS COMMUNITY COLLEGE
Synopsis: Approval of a resolution approving a purchase agreement with Kansas City Kansas Community College for real property located at 600 and 645 Nebraska Avenue, submitted by Jeff Conway, Assistant Counsel.

*On August 14, 2023, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and fast-track to the August 17, 2023, Full Commission meeting.*
Tracking #: 212627

Item No. 2 - RESOLUTION: AMERICAN ROYAL ASSOCIATION INDUSTRIAL REVENUE BONDS
Synopsis: Resolution approving the intent of the UG to issue Industrial Revenue Bonds in the aggregate amount not to exceed $250,000,000 for the benefit of the American Royal Association, submitted by Jeff Conway, Assistant Counsel.

*On August 14, 2023, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and fast-track to the August 17, 2023, Full Commission meeting.*
Tracking #: 212639

X. ADMINISTRATOR'S AGENDA

Item No. 1 - RESOLUTION: HOMEFIELD CID PUBLIC HEARING
Synopsis: Adoption of a resolution to set the public hearing on creating the Community Improvement District (CID) to be known as the Homefield Community. The public hearing is set for September 14, 2023, submitted by Jeff Conway, Assistant Counsel.
Tracking #: 212638

Item No. 2 - RECOGNITION: WATER POLLUTION CONTROL DIVISION
Synopsis: Recognition for Water Pollution Control, which was awarded with (4) four awards. Kaw Point & Plant 14, Platinum Awards for 5+ years of compliance, and Plant 3 & Wolcott for Gold Awards for 1 year of compliance, submitted by Jeff Fisher, Public Works Director.

For information only
Tracking #: 212637

XI. COMMISSIONERS' AGENDA

XII. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

XIII. PUBLIC ANNOUNCEMENT

XIV. ADJOURN

AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, AUGUST 17, 2023

UPDATING DOCUMENTS

IX. STANDING COMMITTEES' AGENDA

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Tracking #: 212627

UPDATED DOCUMENTS
- **Revised Resolution**
- **Revised Purchase Agreement**

Staff Request for Commission Action

Tracking No. 211539

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
07/13/2023	Ana Marin	x5010	amarin@wycokck.org	Mayor's Office

Item Description:

Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government's span of interest and control. Participants will be limited to **three minutes** in duration. Citizens appearing in the Municipal Office Building will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk's Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for the requested participant's guaranteed inclusion to be recognized for comment and participation.

Action Requested:

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

Attachments List:

Staff Request for Commission Action

Tracking No. 212635

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/11/2023				Mayor's Office

Item Description:
An update of the Unified Government Financial audit process conducted by FORVIS LLP, submitted by Tyrone A. Garner, Mayor/CEO.

For information only

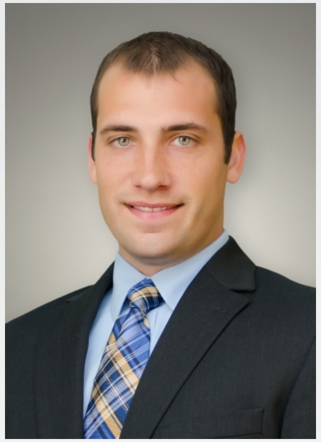
Action Requested:

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

Attachments List:
V2 FORVIS - UG Audit Presentation

Unified Government of Wyandotte County / Kansas City, Kansas

Introductions



Jacob Holman, CPA

Partner & Lead Audit Engagement Executive

Shane Nickle, CPA

Audit Senior Manager

Allison Swaters, CPA

Managing Director & Uniform Guidance Executive

FORVIS

Firm Background – Who is FORVIS?

FORVIS is driven by the commitment to use our forward vision to deliver Unmatched Client Experiences™. FORVIS was created by the merger of equals between BKD and DHG. We aim to carry on our respective legacies of high-touch personal service delivered with remarkable integrity, care, and innovation—all now backed by the resources of a top 10 U.S. public accounting firm. With more than 5,700 dedicated professionals located in 72 markets across 28 states, the UK, and Cayman Islands, FORVIS serves clients in all 50 states and across the globe. We offer a wide range of assurance, tax, advisory, and wealth management services.

8th
Largest US Firm

530+
Partners & Principals

5,700+
Professionals

28
States + U.K. & Cayman Islands*

FORVIS

Local Presence

KANSAS CITY BUSINESS JOURNAL — FEBRUARY 17, 2023

THE LIST

KANSAS CITY'S ACCOUNTING FIRMS (RANKED BY CPAS)

RANKED BY LOCAL CPAS

Rank	Name / Prior rank (*unranked previously) Website	Address, Phone	Local CPAs	Local partners	Sample of primary services	Top local executive(s)
1	FORVIS (1) forvis.com	1201 Walnut St. #1700 Kansas City, MO 64106 816-221-6300	204	28	tax preparation & consulting; audit; employee benefit plan audit; accounting outsourcing	Rachel Dwiggins, Managing partner of Kansas City office
2	KPMG LLP (2) kpmg.com	1000 Walnut St. #1000 Kansas City, MO 64106 816-802-5200	196	44	public & private company audits; tax consulting & compliance; risk & compliance consulting; management consulting	Stephen Penn, Managing partner
3	Ernst & Young LLP (dba EY) (3) ey.com	1200 Main St. #2500 Kansas City, MO 64105 816-474-5200	128	23	assurance; tax; transaction & consulting services	Kim Rock, Managing partner
4	CBIZ & MHM[2] (4) cbiz.com	700 W. 47th St. #1100 Kansas City, MO 64112 816-945-5500	127	36	tax planning, business advisory & retirement services (CBIZ); attest services (MHM); government health care auditing & consulting (Myers & Stauffer)	Jeff Carlstedt, Senior managing director, MHM Jim Erickson, Business unit president, Myers and Stauffer
5	Deloitte LLP and subsidiaries[3] (5) deloitte.com	1100 Walnut St. #3300 Kansas City, MO 64106 816-474-6180	80	43	audit; tax; consulting; financial advisory; risk management	Craig Kuckelman, Kansas City managing partner
6	RubinBrown LLP[4] (6) rubinbrown.com	1200 Main St. #1000 Kansas City, MO 64105 816-472-1122	66	22	assurance; business advisory; entrepreneurial services; tax; wealth advisory	Todd Pleimann, Kansas City office managing partner
7	RSM US LLP (7) rsmus.com	4622 Pennsylvania Ave. #1100 Kansas City, MO 64112 816-753-3000	50	11	audit; tax; accounting; consulting	Ed Bartak, Office managing partner
8	MarksNelson Advisory LLC & MarksNelson LLC[5] (8) mnadvisors.com	6800 W. 115th St. #3511 Overland Park, KS 66211 816-743-7700	48	20	business consulting; accounting; assurance; tax; technology	Josh Beck, Managing member David Kaseff, CFO/member
9	Creative Planning Tax LLC (10) creativeplanningtax.com	5454 W. 110th St. Overland Park, KS 66211 913-338-2727	45	7	tax; consulting; family office services	Peter Mallouk, President Candace Varner, Director of tax services
10	Grant Thornton LLP (9) grantthornton.com	1201 Walnut St. #2200 Kansas City, MO 64106 816-412-2400	41	13	audit; tax; advisory	Brett Lewis, Office managing partner
11	CliftonLarsonAllen LLP (dba CLA) (16) claconnect.com	12721 Metcalf Ave. #104 Overland Park, KS 66213 913-491-6655	32	8	assurance; tax; outsourcing; digital; consulting; wealth advisory	Phil Hayes, Managing principal of Kansas City office
12	UHY LLP (11) uhy-us.com	1251 NW Briarcliff Pkwy. #100 Kansas City, MO 64116 816-741-7882	28	10	assurance; audit; tax; cybersecurity; technology consulting; accounting outsourcing; fraud/forensic	Gina James Steven Wiebler, Managing partners
13	KCoe Isom LLP (dba Pinion)[6] (13) pinionglobal.com	8801 Renner Blvd. #100 Lenexa, KS 66219 913-643-5000	28	7	financial reporting; tax reporting; consulting services; management services; sustainability services	Marc Johnson, Partner
14	BerganKDV (15) bergankdv.com	10401 Holmes Rd. #400 Kansas City, MO 64131 816-525-9699	24	11	accounting; workforce management; technology; wealth management; turnaround management services	Isaac Swick, West region leader Gary Hawkins, Director of consulting
15	Mize CPAs Inc. (13) mizecpas.com	7101 College Blvd. #900 Overland Park, KS 66210 913-451-1882	22	9	tax; audit; employee benefit plan audit; accounting; payroll	Bret Curtis, Shareholder/tax Jan Marrs, Shareholder/HR & payroll services Lori Pittman, Shareholder/audit
16	Moss Adams LLP (18) mossadams.com	7285 W. 132nd St. #220 Overland Park, KS 66213 913-599-3236	21	4	accounting; audit; assurance; tax & consulting	Jarret Rea, Partner-in-charge
17	Keller & Owens LLC (17) kellerowens.com	10955 Lowell Ave. #800 Overland Park, KS 66210 913-338-3500	17	3	accounting; assurance; payroll; tax	Greg Owens, Managing member
18	TPP Certified Public Accountants LLC (19) tppkc.com	7300 College Blvd. #400 Overland Park, KS 66210 913-498-2200	14	6	tax planning & compliance; retirement plan administration; CFO & accounting resources	Brent Blacklock, Partner
19	Emerick & Co. PC (22) emerickcpa.com	4520 Madison Ave. #G Kansas City, MO 64111 816-753-1040	12	4	audit; business & individual tax preparation	David Emerick, Managing partner
20	Novak Birks PC (20) novakbirkspc.com	4435 Main St. #500 Kansas City, MO 64111 816-931-6111	12	3	audit; nonprofit; employee benefits; tax; accounting	Keith Novak, President

FORVIS

Experience and Qualifications

500+ Public Sector clients Nationwide

950+ Single Audits performed on an annual basis

FORVIS

Public Sector Expertise

- Understand the complexities of governmental accounting, federal funding requirements, and the nuances of financial reporting
- Can share industry best practices
- Require less time from your staff
- Help to assess risk and provide recommendations
- Access to public sector specific software applications (TRS and LeaseVision)
- Has access to other advisory & value-added services and resources

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Commitment to the Public Sector

- GFOA Special Review Committee – 10 individuals across the firm serve as well as participation on the Executive Committee
- GASB – Participation in Practice Fellow Program
- GFOA and KSGFOA – significant involvement, including presenting during annual conferences
- AICPA Government Audit Quality Center – National Financial Reporting Partner serves on Executive Committee

FORVIS

Continuing Professional Education and Training Opportunities

KC Annual Non-Profit / Public Sector Seminar: Presented During May 2023 at KU Edwards Campus	Recent and Upcoming External Webinars	Recent and Upcoming Articles
• General Session: Diversity & Inclusion • General Session: Investment Market Update • General Session: Technology Solutions for 3 Common NPG Roadblocks • Federal Grants Management • Driving Efficiency with Operational Assessment • GASB Update • Employee Retention Credits & Tax Law Changes • General Session: United Way Innovation • General Session: 2022 Cybersecurity Threats and Predictions • Closing Session: Best Practices in Good Board Governance	• Inflation Reduction Act Tax Credit Opportunities • Implementation Guidance for GASB 96 (SBITAs) • Using Data Analytics to Detect Potential Fraud • What Makes an Accounting System “Adequate” from DCAA’s Perspective? • Exploring Ethics in the Public Sector • ESG Assurance: Fundamentals to Increase the Credibility of ESG Reporting • The Future of the Public Sector Finance Department	• Top 10 FAQs about Grant Management/Compliance • Dynamic Public Finance Workforce Solutions • Pitfalls of ARPA Funding • Succession Planning/Hiring Levels for the Public Sector

FORVIS

Audit Services

FORVIS

Financial Statement Audit

1.17 Financial audits provide independent assessments of whether entities' reported financial information (e.g., financial condition, results, and use of resources) is presented fairly, in all material respects, in accordance with recognized criteria. Financial audits conducted in accordance with GAGAS include financial statement audits and other related financial audits.

a. Financial statement audits: The primary purpose of a financial statement audit is to provide financial statement users with an opinion by an auditor on whether an entity's financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework. Reporting on financial statement audits conducted in accordance with GAGAS also includes reports on internal control over financial reporting and on compliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements

From the *Government Auditing Standards*

FORVIS

Financial Statement Audit

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Unified Government's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Unified Government's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

FORVIS

Uniform Guidance Audit (Single Audit)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Performance Audit

1.21 Performance audits provide objective analysis, findings, and conclusions to assist management and those charged with governance and oversight with, among other things, improving program performance and operations, reducing costs, facilitating decision making by parties responsible for overseeing

1.22 Performance audit objectives vary widely and include assessments of program effectiveness, economy, and efficiency; internal control; compliance; and prospective analyses. Audit objectives may also pertain to the current status or condition of a program. These overall objectives are not mutually exclusive. For example, a performance audit with an objective of determining or evaluating program effectiveness may also involve an additional objective of evaluating the program's internal controls. Key categories of performance audit objectives include the following:

A. Program Effectiveness and Results Audit Objectives
B. Internal Control Audit Objectives
C. Compliance Audit Objectives
D. Prospective Analysis Audit Objectives

From the *Government Auditing Standards*

FORVIS

Thank you!

forvis.com

FORVIS

Assurance / Tax / Advisory

Staff Request for Commission Action

Tracking No. 212634

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/11/2023	Ana Marin	x5010	amarin@wycokck.org	Mayor's Office

Item Description:
Presentation by the Kansas City Kansas Police Department, Kansas City Kansas Fire Department, and the Neighbors In Need Unhoused Task Force, submitted by Tyrone A. Garner, Mayor/CEO.

For information only

Action Requested:

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

Attachments List:
Willa Gill Presentation

Wilhelmina Gill Center

Unhoused and Neighbors in Need

Three Types of Clients Served by Willa-Gill Staff

Neighbors in Need

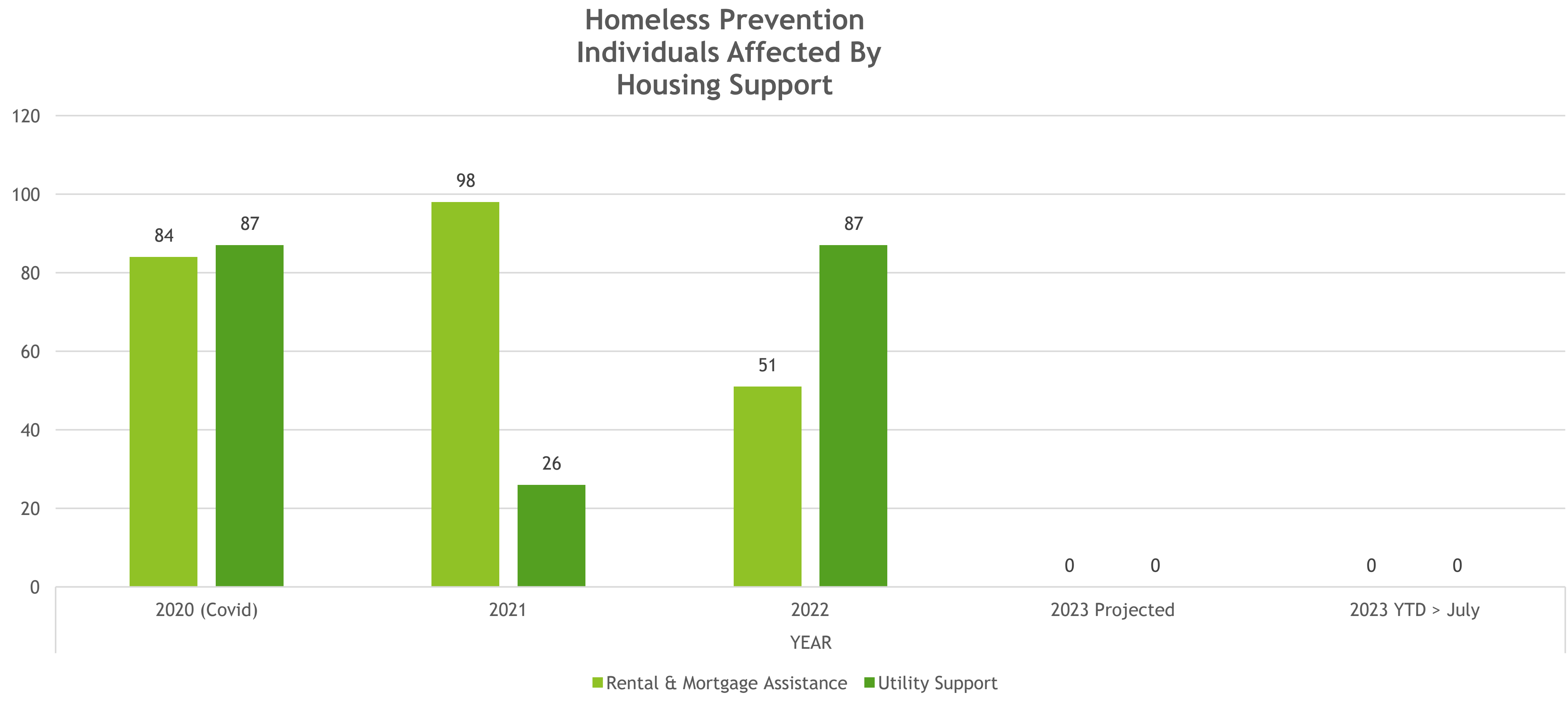
- 45% of our clients are housed but need support staying housed
- These clients require rent/mortgage assistance, utility assistance, food and other supportive services

Unhoused Families

- 5% of clients are families that fell on hard times
- Most families struggle finding affordable housing and pay for utilities.

Unhoused Individuals

- 50% of our clients are individuals
- 47% of our individual clients suffer from mental illness and/or substance abuse
- 3% of our individual clients are homeless as a result of life's circumstances
- Those with mental illness require the Supportive Housing Model to live safely and sustain housing



Homeless Prevention
Individuals Affected By
Housing Support
120
100
80
60
40
20
0
84
87
98
26
51
87
0
0
0
0
2020 (Covid)
2021
2022
2023 Projected
2023 YTD > July
YEAR
Rental & Mortgage Assistance
Utility Support

Collaborative to End Homelessness

Working in Collaboration with Partnering Agencies

Step 1 - Intake

Short Term

Option 1

- Temporary

  Shelter

  Hotel

Option 2

- Rainbow Services Incorporated (RSI) (Mental Health Support)

Long Term

Option 1

- Transitional Housing

  Mt. Carmel

  Hillcrest

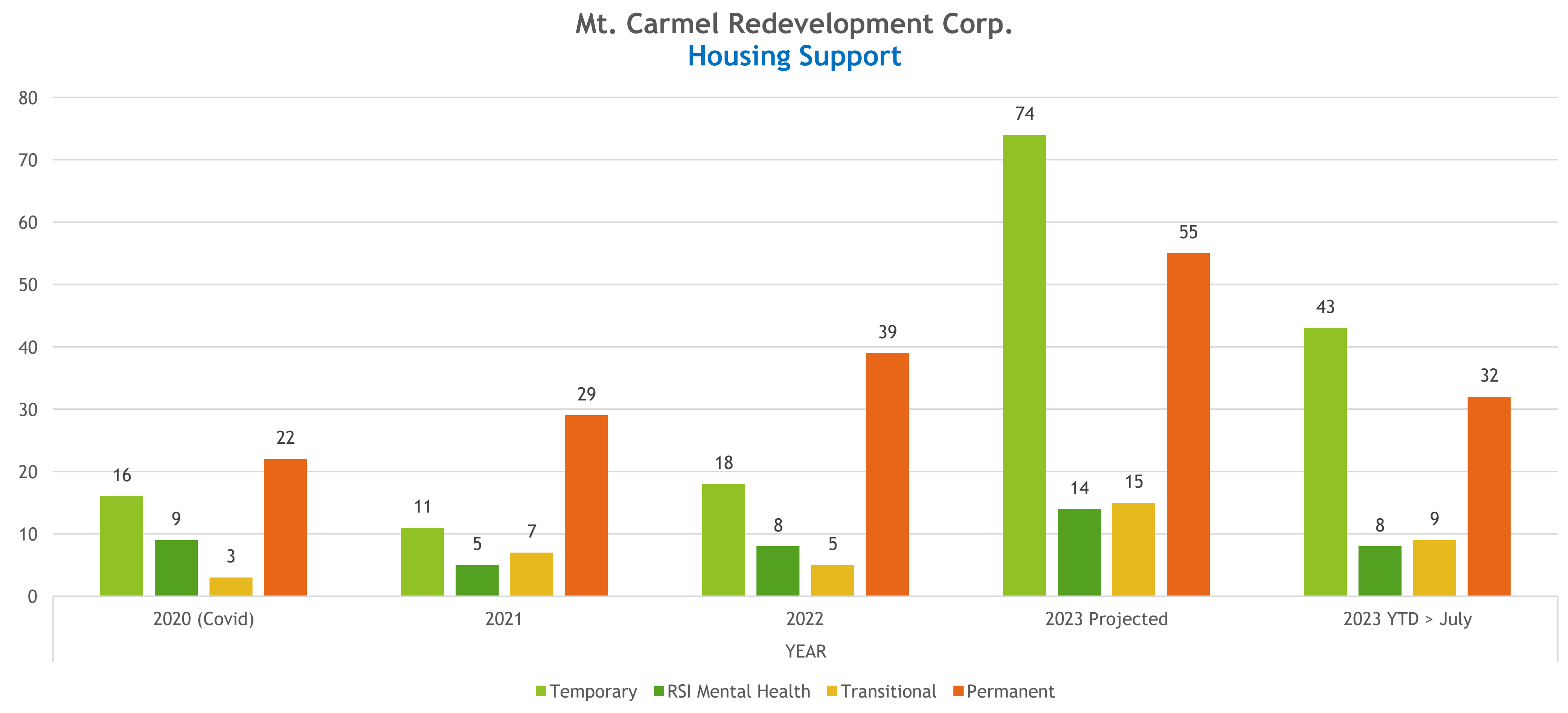
  VA

Option 2

- Permanent

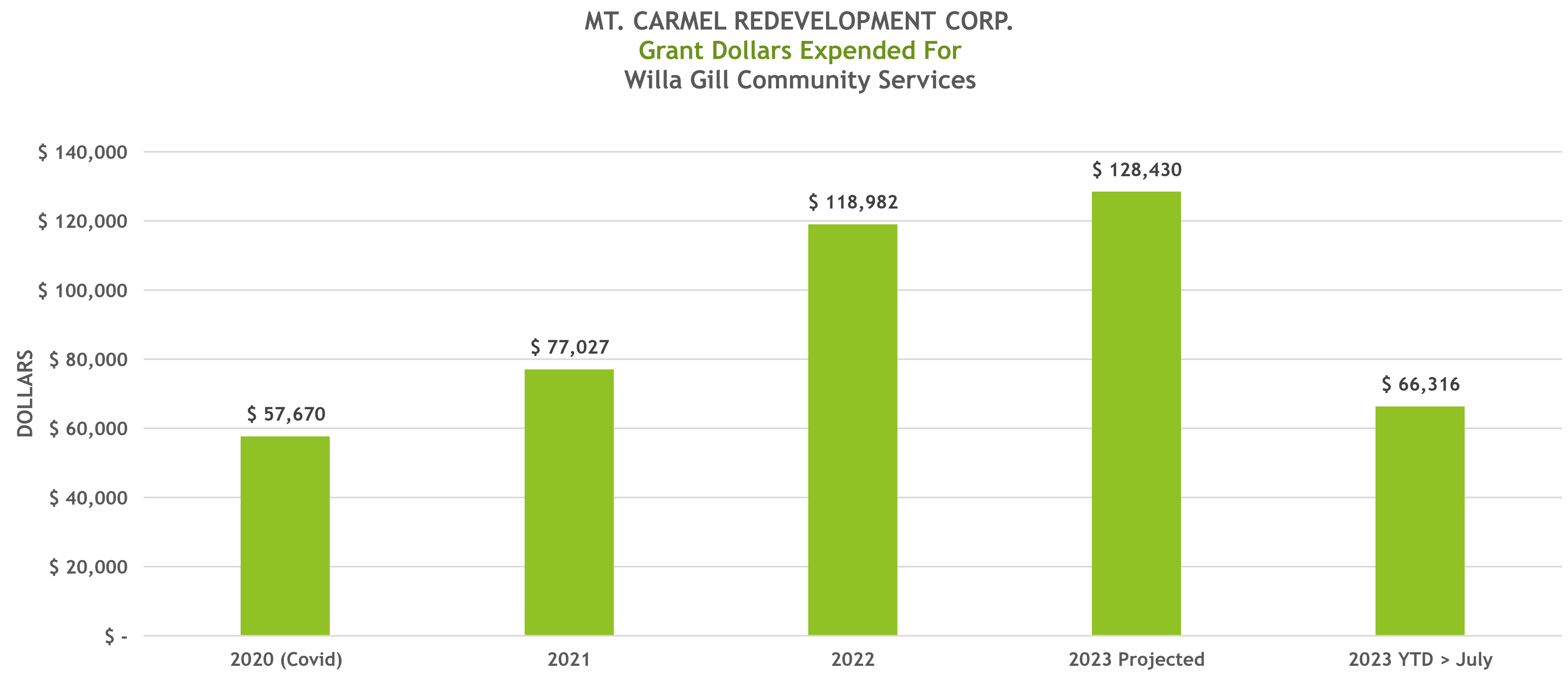
  Housing Authority

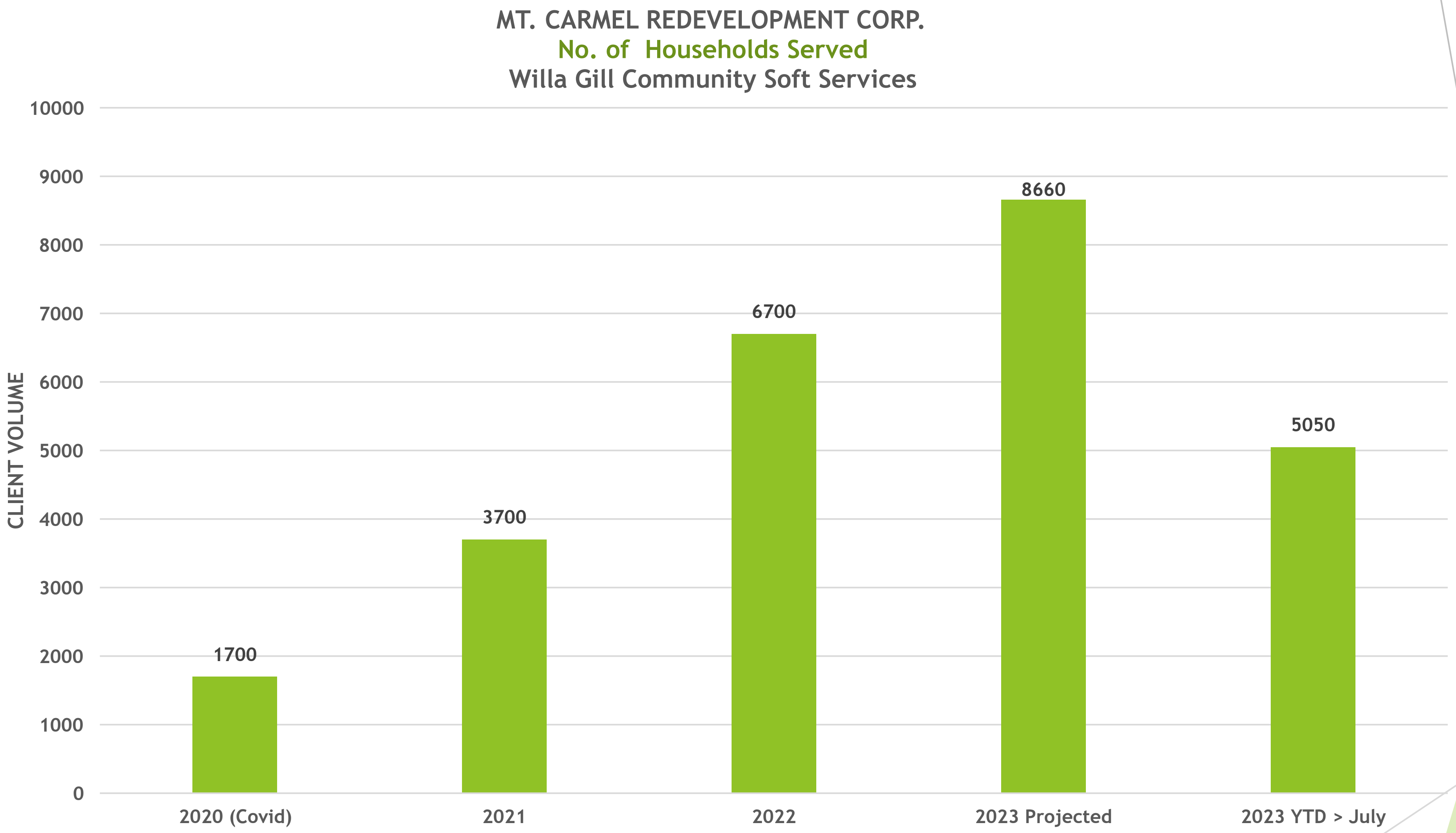
  Non-Public Subsidy Housing


Mt. Carmel Redevelopment Corp.
Housing Support
80
70
60
50
40
30
20
10
0
16
9
3
22
11
5
7
29
18
8
5
39
74
14
15
55
43
8
9
32
2020 (Covid)
2021
2022
2023 Projected
2023 YTD > July
YEAR
Temporary
RSI Mental Health
Transitional
Permanent

MCRC WILLA GILL VALUE ADDED COMMUNITY SERVICES

SERVICE	2023	2022	2021
Numerous Community Partnerships	✓	✓	✓
Clinical Therapist ~ Mental Health Services	✓	✓	✓
Food Pantry	✓	✓	✓
Grab N Go Homeless Food Bags	✓	✓	✓
Grant Writing for Program Funding	✓	✓	✓
Homeless Hygiene Kits	✓	✓	✓
Community Support ~ Thanksgiving & Christmas	✓	✓	✓
Contract Support Staff		✓	
Employee Training & New Technology	✓	✓	
Medical Supplies, Facial Thermometer, Air Purifier		✓	✓
Community Rent/Mortgage & Utility Assistance		✓	✓
New Refrigeration		✓	▪
LPN Nursing Services		✓	


MT. CARMEL REDEVELOPMENT CORP.
Grant Dollars Expended For
Willa Gill Community Services
DOLLARS
$ 140,000
$ 120,000
$ 100,000
$ 80,000
$ 60,000
$ 40,000
$ 20,000
$ -
$ 57,670
$ 77,027
$ 118,982
$ 128,430
$ 66,316
2020 (Covid)
2021
2022
2023 Projected
2023 YTD > July


MT. CARMEL REDEVELOPMENT CORP.
No. of Households Served
Willa Gill Community Soft Services
CLIENT VOLUME
10000
9000
8000
7000
6000
5000
4000
3000
2000
1000
0
1700
3700
6700
8660
5050
2020 (Covid)
2021
2022
2023 Projected
2023 YTD > July

Current Challenges

Top 3

- Lack of Permanent Supportive and Affordable Housing **#1**
- Mental Illness and Substance Abuse Escalating **#2**
- Growing influx of homeless population from surrounding cities **#3**

Other

- Mental Hospital Dropping Clients Off
- Limited Resources, Limited Case Managers
- No Insurance to Access Recovery and Training Programs
- Lack of Temporary Shelter
- Pending Benefits Clients (Social Security, Section 8, etc.

How Can You Help?

Support the Priority Needs

- A Comprehensive Community Plan to End Homelessness
- A Planning Professional to Execute the Plan
- Collaborative Efforts Among All Agencies Working Together Toward a Common Goal
- Financial Support & Resources
- Consideration of New Space Recommendations

Consider Agency Concerns

- Proposed Housing and Overnight Shelter in the Same Building as Social Service Delivery
- Centralized Poverty

New Space Recommendations

645 Nebraska (Current)

- 4 Office Spaces (need 5)
- Food Pantry w/ refrigeration
- Storage Space
- Private Therapy
- Dining Room
- Mail Room
- Phone Bank
- Commercial Kitchen (currently serviced by Hot Lunch Services, Inc.)

Combined Agencies (WG / Franks)

- Additional Office Space
- Showers
- Laundry Service Area
- Day Time Drop-in Space
- Computer Workstations
- Storage Space for Clients
- Storage Space for Agencies Supplies

Long Term Goal

- Shelter space for 30-40 w/ add on to expand in the winter for extreme weather shelter

Staff Request for Commission Action

Tracking No. 212636

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/11/2023	Ana Marin	x5010	amarin@wycokck.org	Mayor's Office

Item Description:
A presentation conducted by Oak Ridge Development School, Heartland 180 Inc, and Central Area Betterment Association (CABA), submitted by Tyrone A. Garner, Mayor/CEO.

For information only

Action Requested:

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

Attachments List:
The 180 Program admin info

Heartland 180, Inc.
(H180)

Heartland 180, Inc. is a youth services organization that provides in-school and after-school programming for Middle and High School students to help them direct their future through Social Emotional Learning (SEL) curriculum. H180 also serves parents of youth looking for "handles" on how to better communicate with their strong-willed child or child involved in self-destructive behavior for a better home environment for the family.

www.heartland180.org

Heartland 180, Inc.'s Services and Programs

H180 has two branches of services.

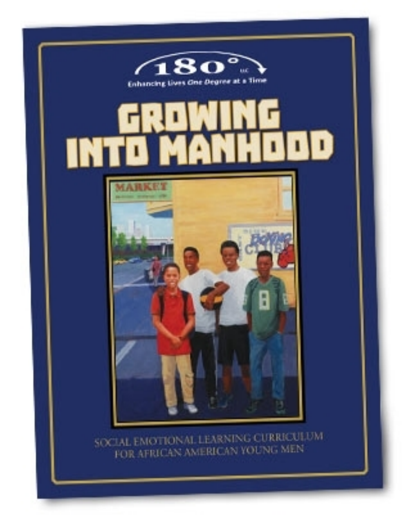
Youth Programing

&

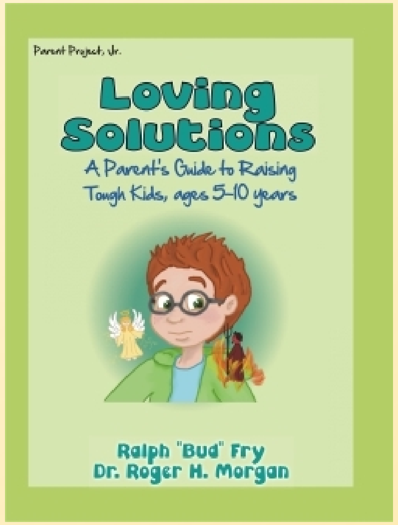
Parent and Family Support Programs

180° LLC
Enhancing Lives *One Degree* at a Time

The Parent PROJECT®
Parents Are The Answer

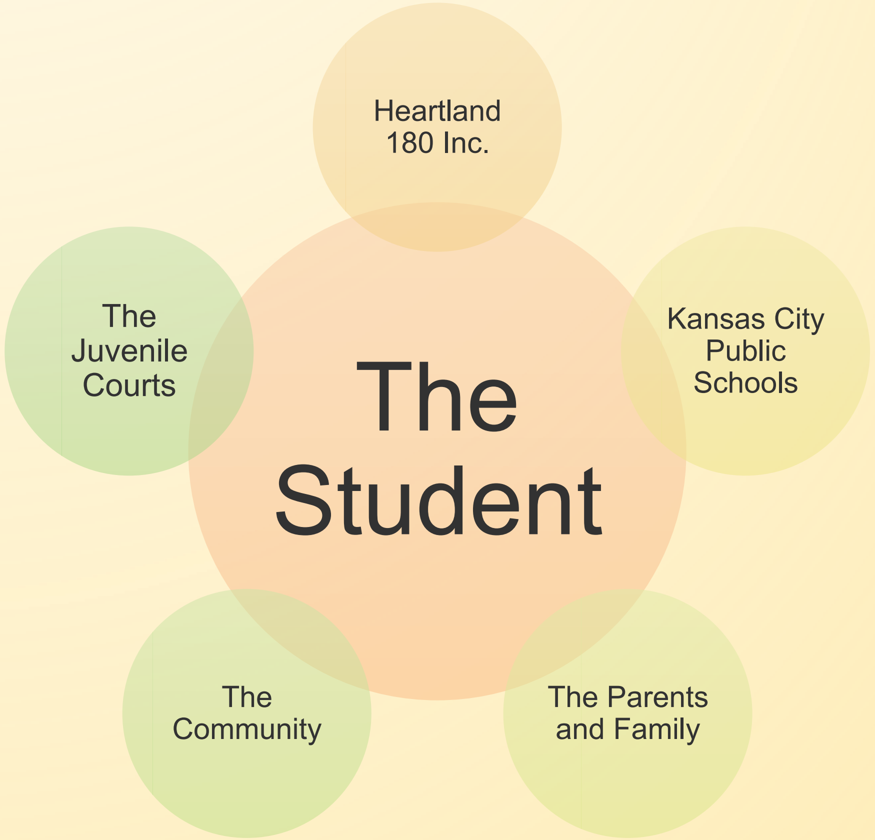


STRENGTHENING
Families PROGRAM
FOR PARENTS AND YOUTH 10-14



The 180 Degree Program is a Partnership

- The 180 Degree program is a collaboration and partnership of the students support system to help support and encourage their positive development.
- A case manager works closely with all the student's support system and making sure everyone works together to support the student.



The 180 Program is an afterschool an in- school program to help students both academically and behaviorally

- The 180 Degrees curriculum which is based on social emotional learning to teach life skills
- Classes are providing tutoring/homework time, the 180 Curriculum, and an activity
- The students are given Boys and Girls Club Memberships or other prosocial groups
- Students are given an opportunity to come back as volunteers and peer mentors as Torch Bearers

The 180 Degrees Curriculum

The 180° Program is broken down into three sections that allow participants the structure and time to develop their skills in the five key program elements of

- Core Values
- Character Education
- Life Skills
- 21st Century Skills
- Community Outreach

1st Degree: Self-Awareness

Reflection and Evaluation Skills

- Personal Values
- Character Qualities
- Empathy
- Integrity
- Responsibility
- Respect
- Setting Your Personal Compass
- Evaluating Personal Values

2nd Degree: Self-Development

Life Skills

- Setting & Achieving Goals
- Identifying & dealing with Pressure
- Being Courageous
- Regulating Emotions
- Resolving Conflict
- Developing Fortitude & Determination
- Thinking Critically

3rd Degree : Social Responsibility

21st Century Skills &Social Awareness/Responsibility

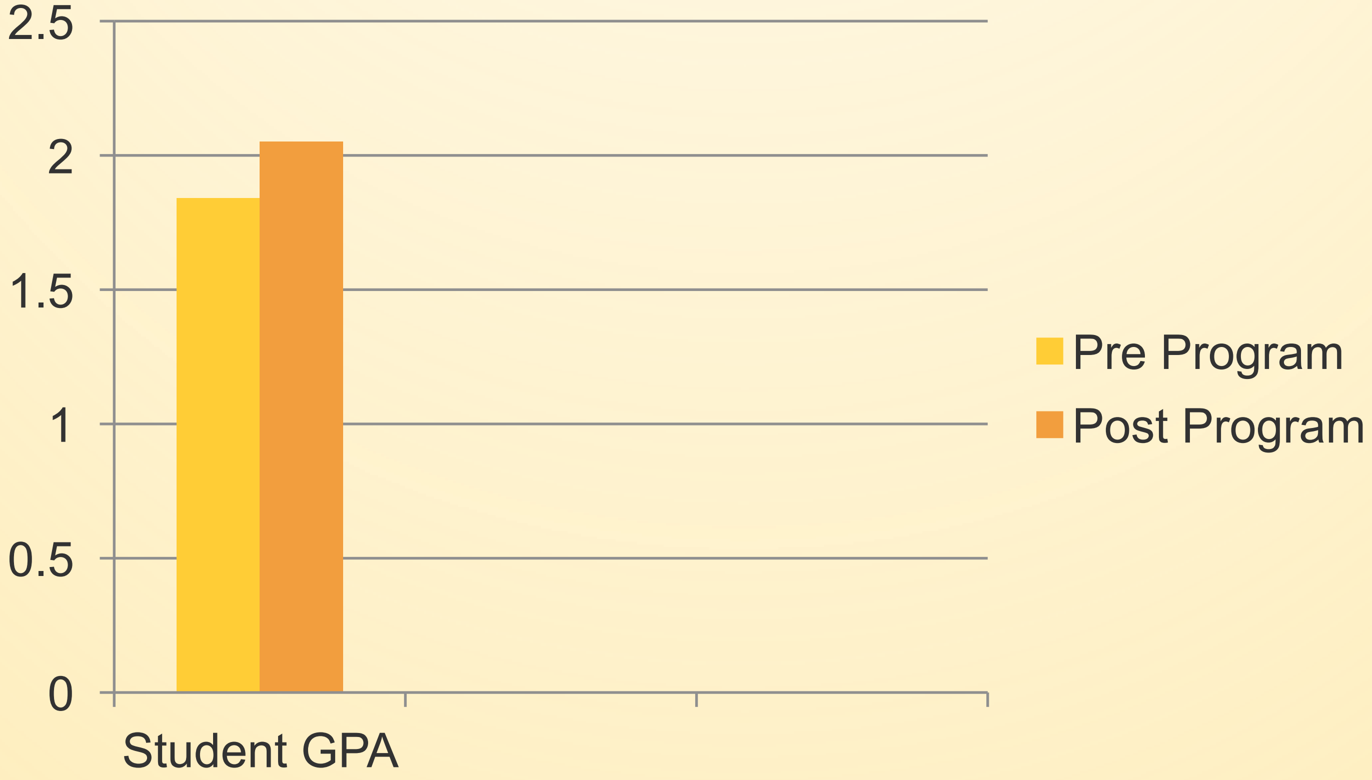
- Understanding Your Environment
- Collaboration
- Teamwork
- Technical Fluency
- Perspective Analysis & Evaluation
- Creative & Critical Thinking
- Negotiations & Compromise
- Adaptability & Leadership
- Citizenship
- Community Responsibility
- Applying Your Compass in Various Situations (home, school, technology, community, and work.)

What We Hope To Accomplish

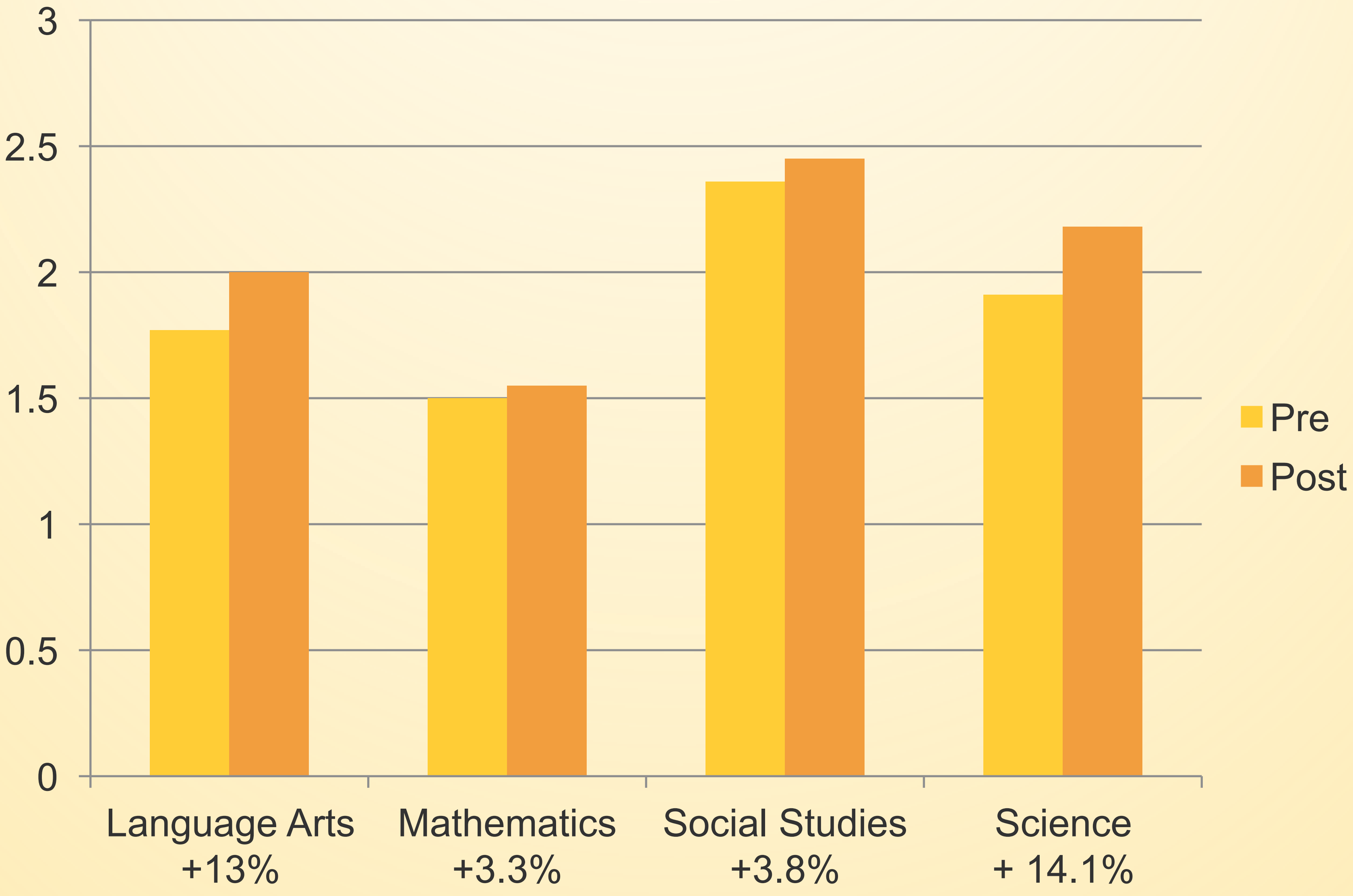
- At least a 10% Increase in GPA’s
- At least a 10% Reduction in Unexcused Absences
- At least a 10% Reduction in Disciplinary Incidents
- At least a 10% Increase in Personal Development surveys

Student GPA’s

In the Pilot program out of the 11 students who stayed enrolled through the entire program we saw a cumulative increase of 11.4% of Students Core GPA.

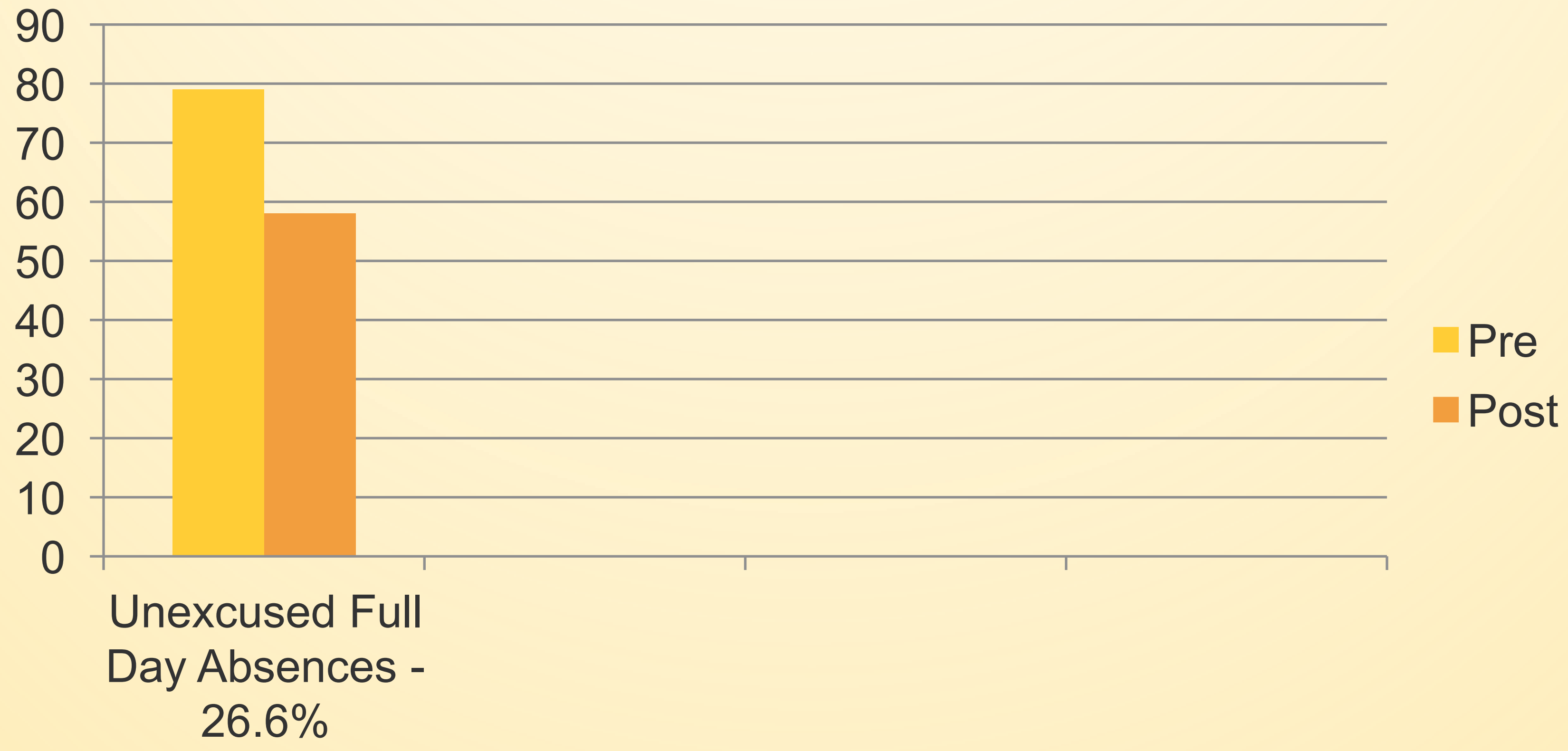


Core Classes



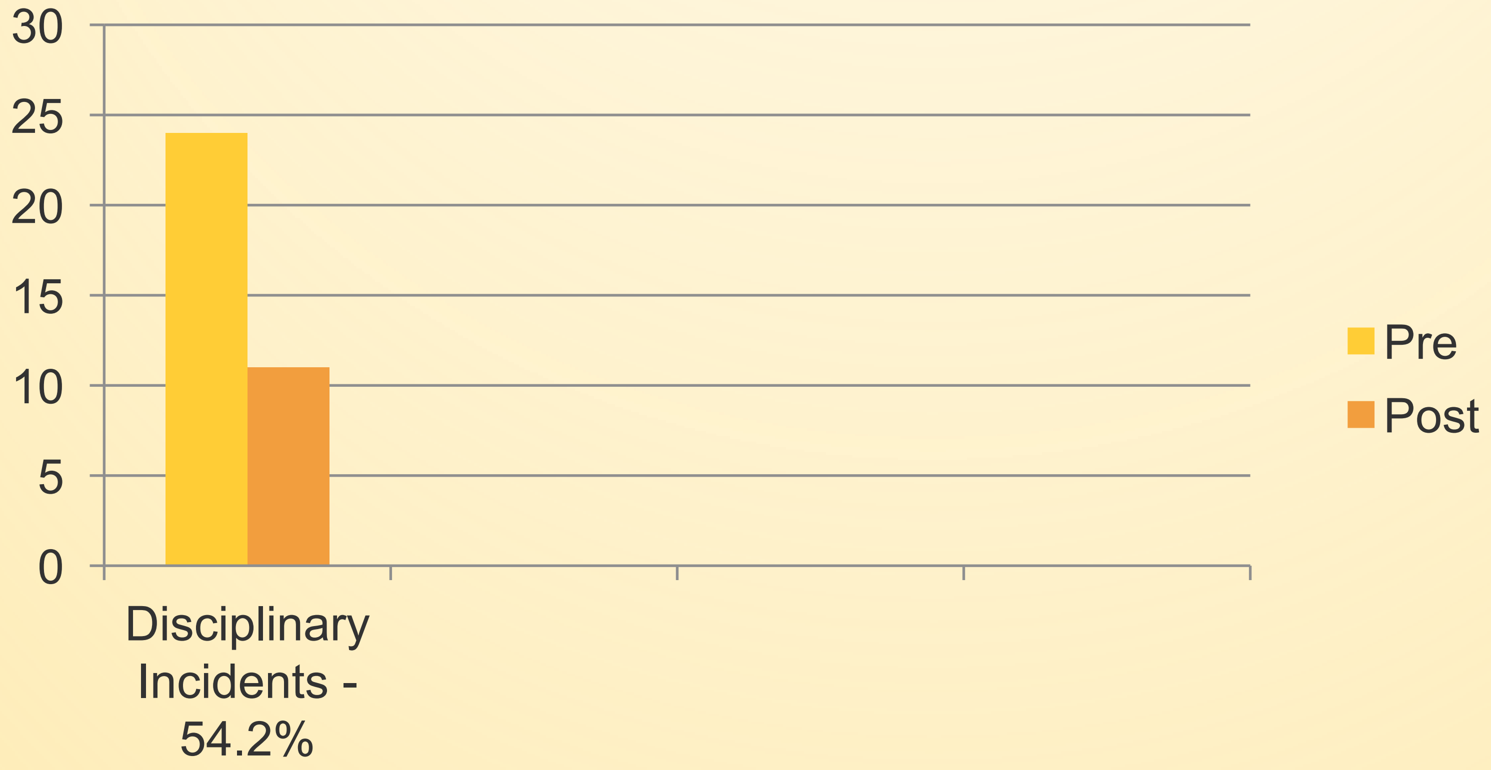
Student Attendance

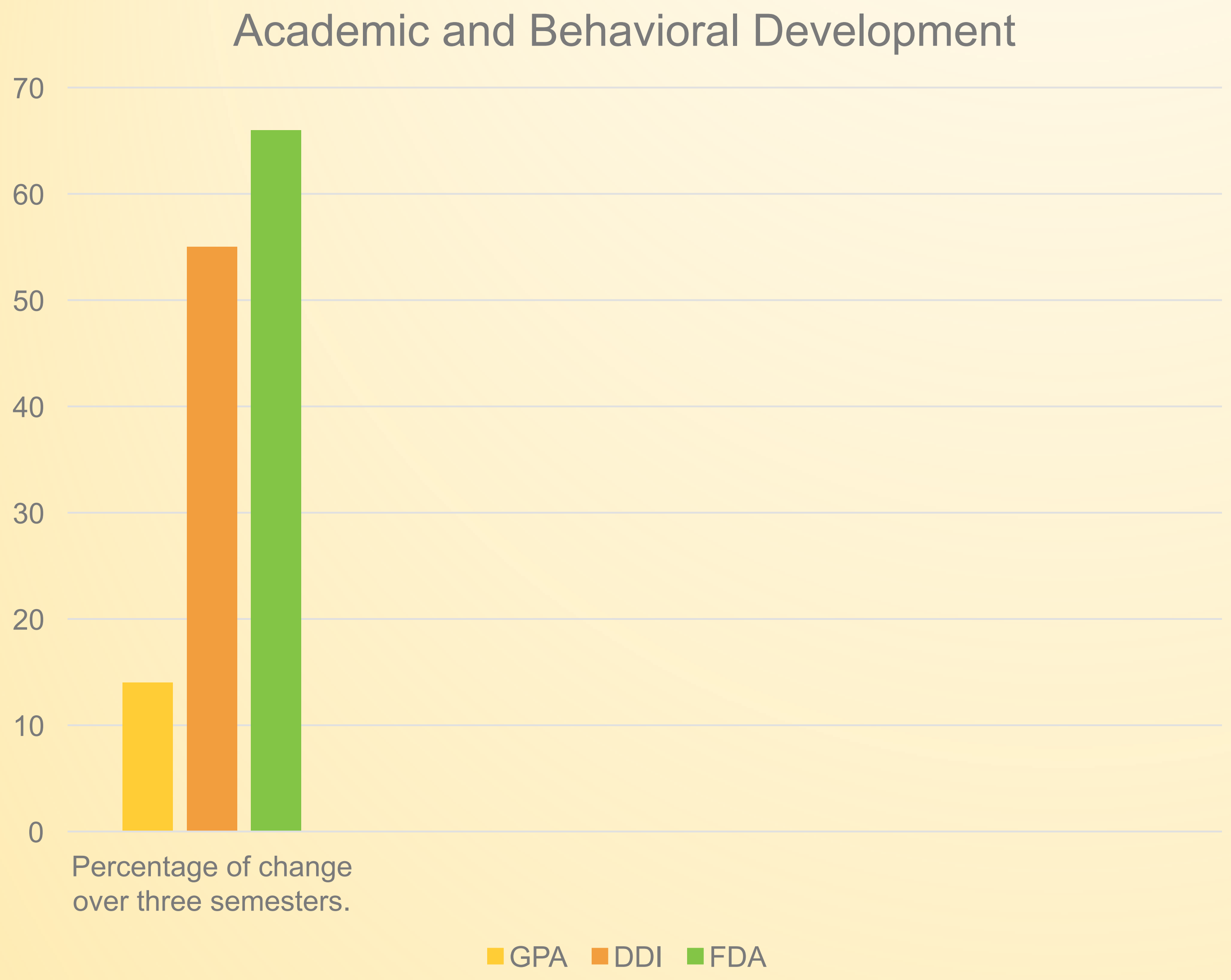
Full day absences for 11 students that remained in the program were 79 for the semester prior to the training compared to 58 during the 2nd Semester, representing a 26.6% decrease.



Documented Disciplinary Incidents

Combined disciplinary incidents records for 11 students in the program revealed a total of 24 the semester before the training compared to 11 during the 2nd Semester, representing a 54.2% decrease.





Average outcomes over a three-semester period showed

- GPA's increase by 14%
- Documented Disciplinary Incidents decrease by 55%
- Full Day Unexcused Absences decreased by 66%

Personal Development Surveys

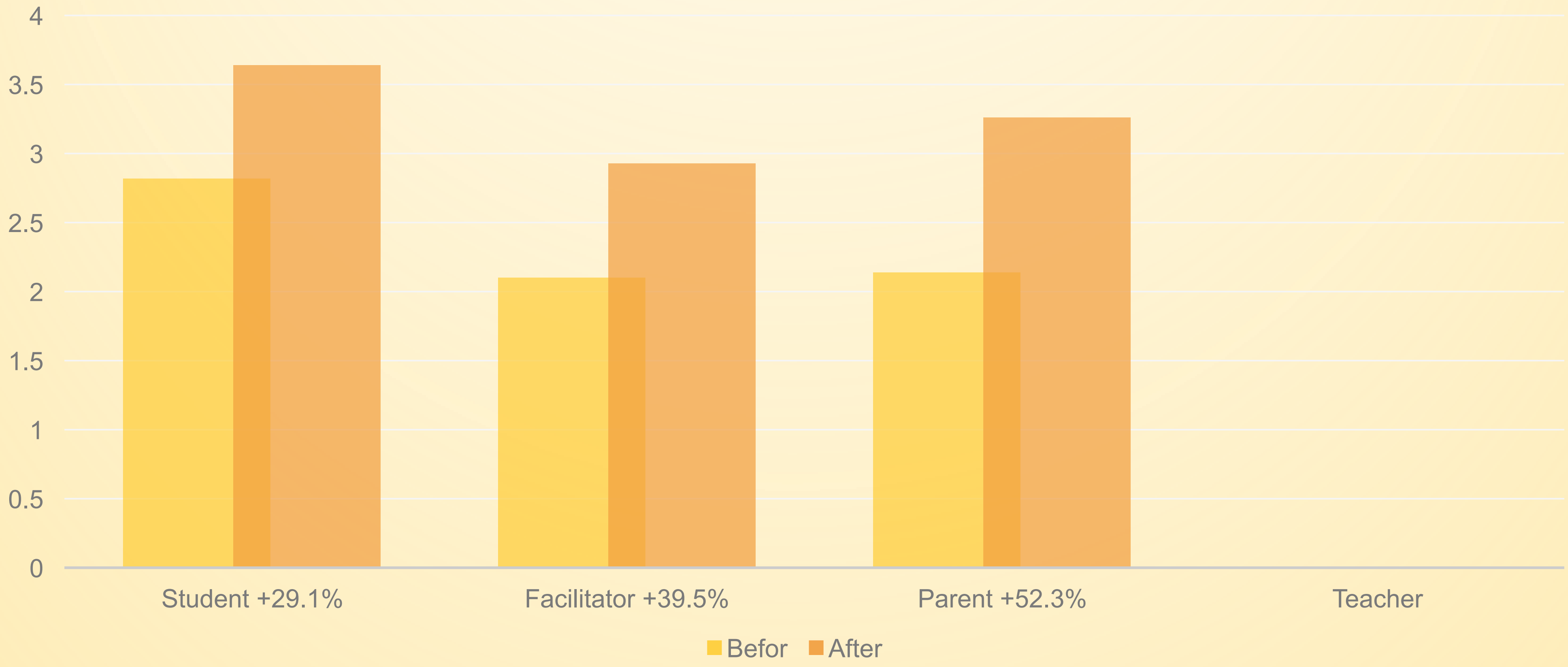
- Personal Development Surveys rating the students' progress (1-poor to 5 superior) are to be completed by the students, facilitator, Teachers and parents, rating the students in ten different areas. This survey is done both pre and post the program to evaluate the student's progression.

10 Areas Surveyed

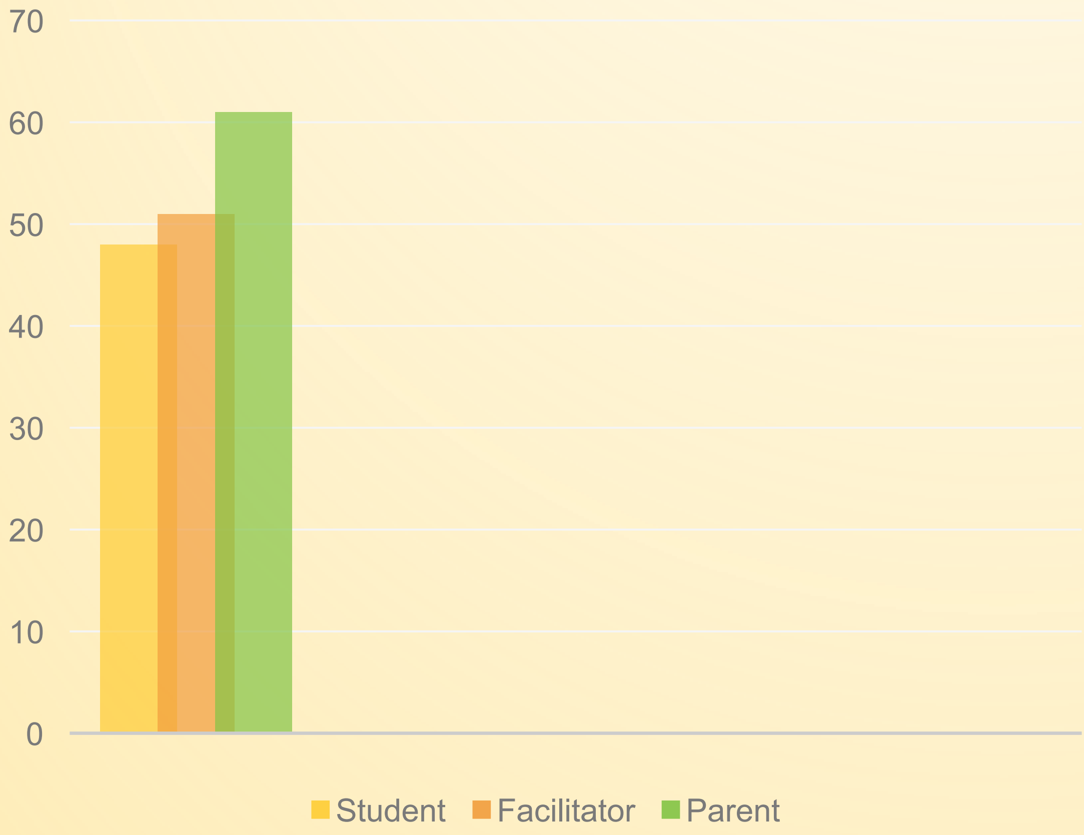
The following areas from before to after the training:

- (1) Attitude
- (2) Motivation
- (3) Achieving Goals
- (4) Organizational Skills
- (5) Self Control
- (6) Decision Making
- (7) Communication Skills
- (8) Team Work
- (9) Leadership Skills
- 10) Citizenship

Personal Development Surveys



Average Personal Development Surveys For Three Semesters



- Student average score showed a 48% increase
- Facilitator average score showed a 51% increase
- Parent average score showed a 61% increase

Strengthening Families Program For Parents and Youth 10-14 (SFP 10-14)

March 2023

We saw Six families' graduate!

April 2023

We begin another cohort in English and Spanish. Families are enrolling now. See our website for video on impact to parents and youth.

Focus on 18 Tools

www.heartland180.org/strengthening-families-program

Parent Project Sr.- Changing Adolescent Destructive Behavior (CADB)

- ✔ <u>Effective</u>: Using a behavioral model, CDAB addresses the critical issues parents face today and offers concrete, step-by-step solutions, not theory.
- ✔ Need-based: CDAB is the only curriculum created by parent questions. Over 500,000 parents of high-risk youth helped to develop this unique program.
- ✔ Easy to Teach: The Teacher's Guide is the most comprehensive in the industry. Icon driven, the guide walks teachers through visuals, lectures, and group activities that help to provide parents with a smooth process for change.
- ✔ The Best Teaching Strategies: CDAB is an activity-based curriculum built on cooperative learning norms. Parents work in groups to brainstorm, practice applying new ideas, and build support. The "magic" happens at the tables.
- ✔ Parent Support: CDAB uses the UCLA self-help support group model to create on-going, parent-led community support groups.

The Parent PROJECT®
Parents Are The Answer

Parent Project Sr.- Changing Adolescent Destructive Behavior (CADB)

March 2023

We just graduated 7 adults (six families) from The Parent Project English.

We will graduate another five families in two weeks from our Spanish speaking cohort.

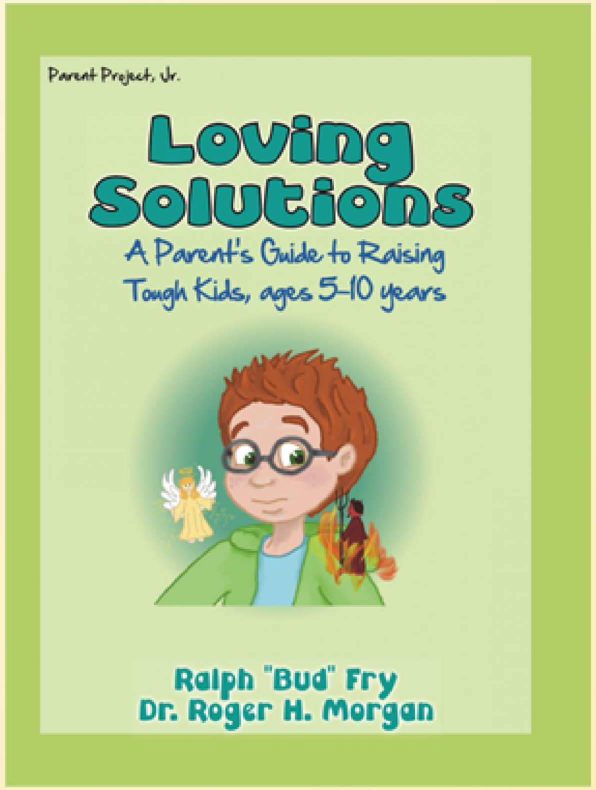
This is a 10-week course requiring 8 weeks of attendance to graduate.

www.heartland180.org/parent-project-program

Parent Project JR.- Loving Solutions
A Parents Guide to Raising Tough Kids ages 5-10

- Loving Solutions is a parent training program designed specifically for parents raising difficult younger children, ages 5-10 years. Also known as “Parent Project®, Jr.,” this program utilizes the same principles found successful in Parent Project® Sr. but adapted to the needs of younger children.

- Would like to begin offering Fall 2023.



Q&A

At this time we will be happy to answer any questions you may have.

Staff Request for Commission Action

Tracking No. 212590

Full Commission Meeting Date:
Committee: Administration & Human Services

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
07/28/2023	Lisa Rangel	x5141	lrangel@wycokck.org	Commissioners' Office

Item Description:

Approval of an ordinance/resolution modifying the Utility Rebate and Sales Tax Rebate Programs, submitted by Commissioner Bynum.

*On July 24, 2023, the **Administration and Human Services Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the full commission.*

Action Requested:

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

Attachments List:
Sales and Utility Tax Rebate Program Update July 2023, Sales and Utilies Refund (3)

Utility and Sales Tax Rebate Program

ADMINISTRATION & HUMAN SERVICES STANDING COMMITTEE UPDATE

Presented by:

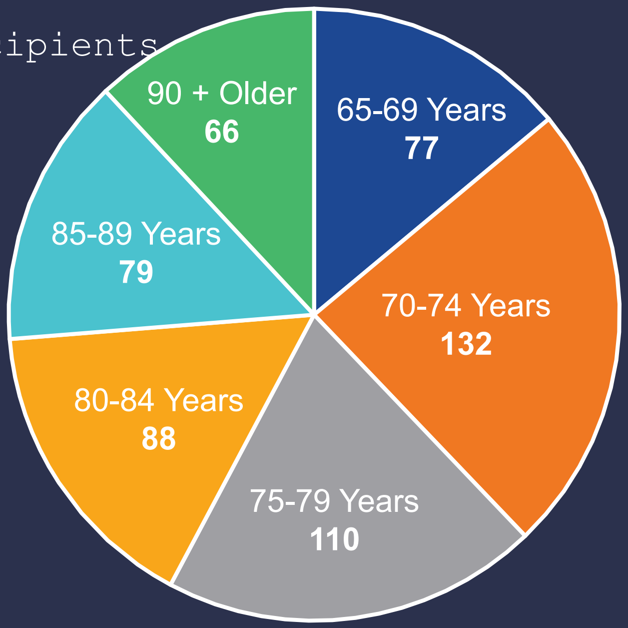
Monica Sparks, Deputy Clerk

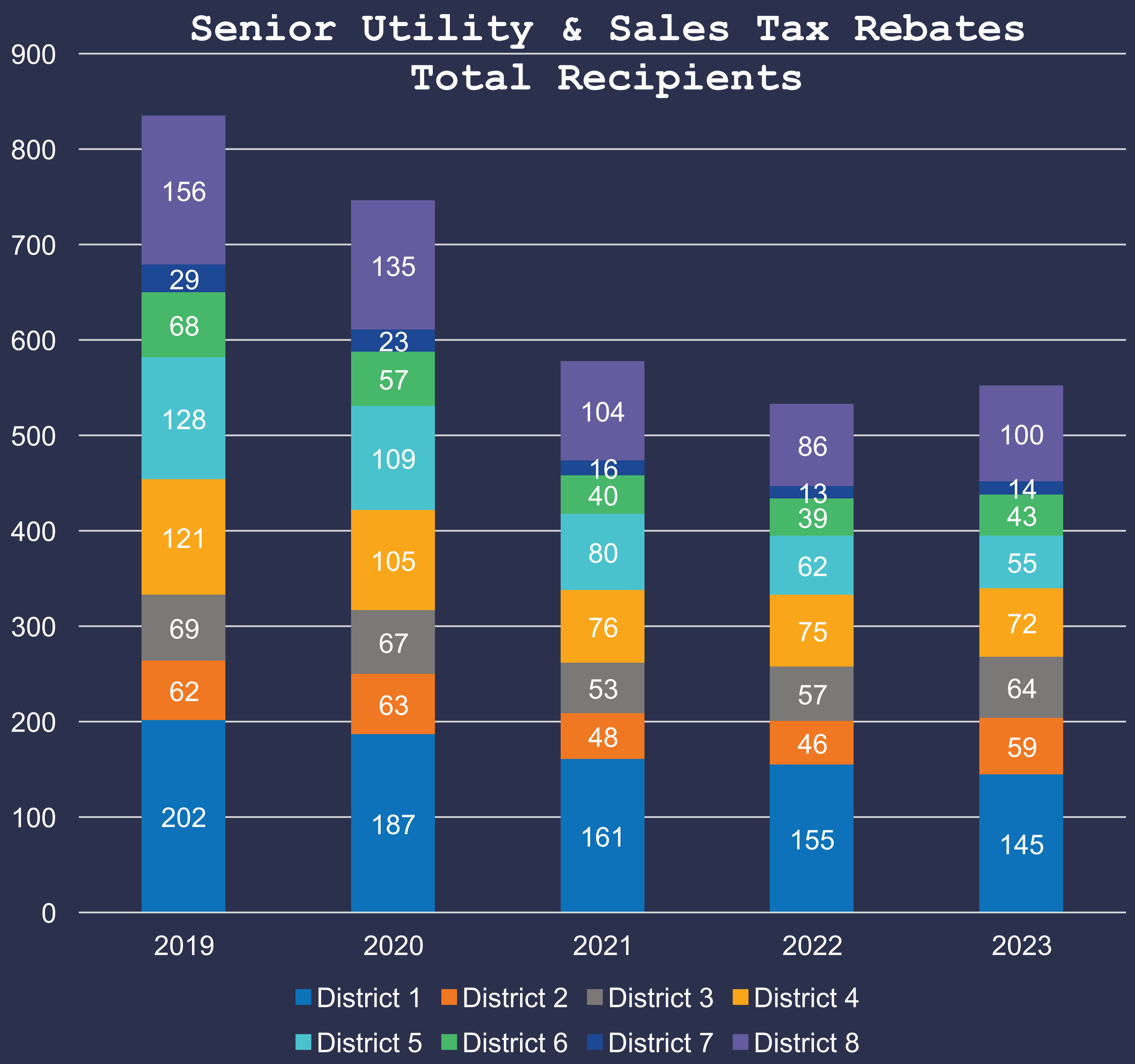
Tax Rebate Programs

- Clerk's Office currently administers two programs
  - Utility/Sales Tax Rebates
  - Homestead/Safe Senior/Disabled Veterans Property Tax Rebates

Historical Data

2023 Total Recipients
By Age





Program Rebates by Amount

	2019	2020	2021	2022	2023
Less than $50	4	9	4	3	2
$50-149	31	50	26	17	26
$150-199	124	118	102	66	53
$200-249	236	188	134	140	139
$250-299	415	360	297	293	319
$301.32	25	21	15	14	13
Total	**835**	**746**	**578**	**533**	**552**
Average Rebate	**$235**	**$230**	**$233**	**$240**	**$239**

Program Rebates by Income

	2019	2020	2021	2022	2023
$0 to $5,000	4	3	0	1	3
$5,001 - $10,000	103	101	75	51	37
$10,001 - $15,000	226	190	137	130	148
$15,001 - $20,000	300	263	233	198	197
$20,001 - $25,000	202	189	133	153	167
Total	**835**	**746**	**578**	**533**	**552**
Median Income	**$16,344**	**$16,524**	**$16,941**	**$16,940**	**$17,021**

Utility and Sales Tax Rebate Programs
Amount Paid out for both programs

Program Year	Year Paid Out	Amount
2018	2019	$196,800
2019	2020	$171,418
2020	2021	$134,240
2021	2022	$127,732
2022	2023	$133,297
	5-Year Total	$763,487

Utility and Sales Tax Rebates

UTILITY REBATES CURRENTLY CALCULATED:

- Rebate is a percentage of:
  - BPU water and electric charges
  - Wastewater charges
  - Kansas Gas & Atmos Energy franchise fees
  - AT&T landline franchise fee

SALES TAX REBATES

- Percentage based on income

UTILITY REBATES PROPOSED CALCULATION:

Rebate is a percentage of:

- BPU water and electric charges
- Wastewater charges
- Gas Services franchise fee
- Telecommunications franchise fee

SALES TAX REBATES

Flat rate of $200

Recommendations

CURRENT QUALIFICATIONS	PROPOSED QUALIFICATIONS
• KCK Resident only	• Resident of the City of KCK or nonresidents of the City that are BPU Account holders for Utility ONLY- • Sales Tax will remain residents of KCK
• Age 66 at the time of application	• Age 65 on January 1 of the year of application *or* <u>disabled</u>

Recommendations

CURRENT QUALIFICATIONS

- Income of $25,000 or less for husband and wife
- Available January 3 – March 31

PROPOSED QUALIFICATIONS

- Income of Applicant only
- Align income eligibility to the Homestead program. The current combined household income is $37,750. This amount increases every year. “Excluded” income as defined by the Homestead program will be treated as excluded income
- Adjust deadline to match state income tax filing date (January 2 – April date)

Recommendations

CURRENT REBATES

- Utility Tax Rebate Maximums
  - Individual: $150
  - Couple: $150
- Sale Tax Maximum Rebate (Previously based on income)
  - Individual: $124.08
  - Couple: $151.32
- Total Combined Rebates
  - Individual: $274.08
  - Couple: $301.32
  - Average: $233.00

PROPOSED REBATES

- Utility Tax Rebate Maximum
  - $200
- Sales Tax Rebate Maximum

  (Will be a flat fee for every applicant)
  - $200
- Total Maximum Rebate
  - $400

2024 Budget Impact

$219,600 - $2.4M*

*Assumes 100% of eligible residents apply for rebate.

Questions?

Thank you.

(Published _______________)

RESOLUTION NO. ___________________

ORDINANCE NO. ____________________

A RESOLUTION AND ORDINANCE AMENDING SECTIONS 2-296 AND 34-21 OF THE CODE OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO MODIFY PROVISIONS REFUNDING A PORTION OF THE CITY SALES TAX AND A PORTION OF SOME FEES AND CHARGES TO SENIOR CITIZENS AND PERSONS WITH DISABILITIES.

WHEREAS, the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas seeks to provide meaningful relief for older taxpayers and those persons with disabilities residing in the city, those who often are the most vulnerable to changing economic factors;

WHEREAS, the Board intends to clarify the applicable ordinances and make the existing procedures for the filing for refunds under the Unified Government Code clearer and thereby decrease confusion; and

WHEREAS, the Board intends to make some changes to the applicable Code provisions so that they are more closely aligned with the homestead refunds administered by the State of Kansas;

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

Section 1. That Section 2-296 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby amended to read as follows:

Sec. 2-296. - Relief from governmental fees or charges for senior citizens and persons with disabilities.

(a) All bona fide residents of the city <u>and nonresidents of the city who are board of public utilities account holders and</u> who <u>occupy a residence and</u> are of the age of 65 or older <u>on January 1 of the application year or are persons with a disability</u> ~~and who have a gross annual income not exceeding \$25,000.00 or, in case of a husband and wife living together in such residence, who have a combined gross annual income not exceeding \$25,000.00~~ shall be entitled to a refund on all of the following payments actually made during the <u>preceding</u> calendar year on their personal residence:

(1) Unified government ~~tax~~ franchise fees paid to an authorized natural gas franchisee.

(2) Ninety percent of all water pollution control charges paid to the unified government.

(3) A percentage of the total of all amounts paid to the board of public utilities during the previous calendar year for water and ~~light~~ electric, which percentage shall be the same as the percentage of gross operating revenues transferred pursuant to ~~Charter Ordinance No. 106~~ charter ordinance to the funds of the unified government to be used for governmental purposes.

(4) Unified government franchise tax paid to a ~~telephone company~~ provider of telecommunications services, as that term is defined in K.S.A. 12-2001(c)(9).

(b) Between January 2 and ~~March 31~~ the filing deadline described in K.S.A. 79-3221 of each calendar year, persons eligible for refund on any or all of the items set out in subsection (a) of this section may make application for a refund for such charges paid during the calendar year on forms provided:

(1) The applicant shall bring documentation ~~satisfactory~~ to the office of the unified government clerk or to a designated location that establishes the ~~establishing~~ residency, age, and gross annual income of the applicant for the ~~last~~ previous calendar year.

(2) The applicant shall document the amounts of payments eligible for a refund ~~and actual payment by the applicant~~. No refund shall be allowed for any amount not verified by a receipt or other evidence satisfactory to the ~~office of the~~ unified government clerk or his or her designee.

(3) After approval by the unified government clerk, the office of the unified government clerk shall mail payments to the applicants at the address set forth in the application.

(c) ~~No person shall receive payments for sums expended during any period of the year in which such person became 65.~~ No person shall be eligible for a refund hereunder whose income is more than the upper limit threshold amount set pursuant to K.S.A. 79-4508. For purposes of this section, “income” shall have the same definition as set forth in K.S.A. 79-4502(a).

(d) ~~No person shall be eligible for a refund hereunder who is a recipient of public funds specifically designated for payment of charges hereunder listed in subsection (a) of this section.~~

(e) In case of sickness or disability or when, in the judgment of the unified government clerk, good cause exists, the unified government clerk may extend the time for filing any claim for a refund hereunder.

(f) All refunds to persons ~~over 65~~ made pursuant to this section shall be made from the general fund for the ~~unified government~~ city.

(g) The maximum amount of refund under this section shall be ~~$150.00~~ $200.00.

Section 2. That Section 34-21 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby amended to read as follows:

Sec. 34-21. - Refund of city sales tax to senior citizens and persons with disabilities.

(a) All bona fide residents of the city who occupy a residence and are of the age of 65 or older on January 1 of the application year or are persons with a disability ~~are of the age of 65 or older and who have a gross annual income not exceeding $25,000.00, or, in the case of husband and wife living together in the same residence, who have a combined gross annual income not exceeding $25,000.00,~~ shall be entitled to a refund of the city sales tax and that amount of the county sales tax received by the city. ~~based upon the following schedules:~~

(b) Each applicant shall execute a verified application for claim and file it with the unified government clerk ~~not later than March 31~~ between January 2 and the filing deadline described in K.S.A. 79-3221 of each year.

(c) After approval by the unified government clerk, the office of the unified government clerk shall mail payment to the applicant at the address set forth in the application.

(d) ~~No person shall receive a refund of sales tax for the year in which such person became age 65.~~ No person shall be eligible for a refund hereunder whose income is more than the upper limit threshold amount set pursuant to K.S.A. 79-4508. For purposes of this section, "income" shall have the same definition as set forth in K.S.A. 79-4502(a).

(e) ~~No person shall be eligible for a refund who is a recipient of public funds specifically designated for payment of sales tax.~~

(f) In case of sickness or disability or when, in the judgment of the unified government clerk, good cause exists, the unified government clerk may extend the time for filing any claim for a refund.

(g) All refunds of the city sales tax under this section shall be made from the city general fund.

(h) The maximum amount of refund under this section shall be $200.00.

Section 3. That said original Sections 2-296 and 34-21 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and the same are hereby repealed.

Section 4. Effective Date. This resolution and ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF ___________, 2023.

Approved:

____

Tyrone A. Garner, Mayor/CEO

Attest:

____

Unified Government Clerk

Approved as to Form:

____

Assistant Counsel

CONSENT AGENDA ITEM NO 2

County Administrator's Office

David W. Johnston, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: August 8, 2023

BOARD POSITION: Wyandotte County Library Board

INCUMBENT REPLACED: VACANT

ADDRESS: ______

TERM EXPIRATION DATE: ______

APPOINTING COMMISSIONER: Andrew Davis

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Melanie Schwartzkopf

ADDRESS: ______

CELL NUMBER AND EMAIL ADDRESS: ______

TERM OF OFFICE: 08/17/23 – 12/31/25

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

* NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.

County Administrator's Office

David W. Johnston, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: August 8, 2023

BOARD POSITION: UG Board of Park Commissioners

INCUMBENT REPLACED: VACANT

ADDRESS:

TERM EXPIRATION DATE:

APPOINTING COMMISSIONER: Tom Burroughs

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Sarah Lynch

ADDRESS:

CELL NUMBER AND EMAIL ADDRESS:

TERM OF OFFICE: 08/17/23 – 12/31/25

Tom Burroughs

SIGNATURE OF APPOINTING COMMISSION MEMBER

* NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.

County Administrator's Office

David W. Johnston, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: August 8, 2023

BOARD POSITION: Landmarks Commission

INCUMBENT REPLACED: Loren Taylor

ADDRESS: ______

TERM EXPIRATION DATE: ______

APPOINTING COMMISSIONER: Tom Burroughs

REQUEST FOR REAPPOINTMENT

NAME OF NEW APPOINTMENT: Loren Taylor

ADDRESS: ______

CELL NUMBER AND EMAIL ADDRESS: ______

TERM OF OFFICE: 08/17/23 – 12/31/25

Tom Burroughs

SIGNATURE OF APPOINTING COMMISSION MEMBER

* NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS **SPECIAL SESSION, THURSDAY, JULY 13, 2023**
CITY OF KANSAS CITY, KS)

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, July 13, 2023, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; Garner, Mayor/CEO, presiding. Markley, Commissioner Sixth District; was absent. The following officials were also in attendance: Alan Howze, Acting County Administrator; Bridgette Cobbins, Assistant County Administrator; Angela Lawson, Interim Chief Counsel; Brett Deichler, Unified Government Clerk; Monica Sparks, Deputy Unified Government Clerk; Debbie Jonscher, Interim Chief Financial Officer; Reginald Lindsey, Budget Director; Mike Grimm, Research Manager; Jeff Fisher, Executive Director of Public Works; Jeff Miles, Director of Water Pollution Control; LaVert Murray, Economic Development Advisor in Mayor's Office; and Irene Caudillo, Chief of Staff in Mayor's Office.

BPU Board Member present: Rose Mulvany Henry, Robert Milan, Sr. (arrived at 5:05 p.m.), Jeff Bryant, Mary Gonzales, Tom Groneman, David Haley. **BPU Staff Members present:** Bill Johnson, General Manager; and Randy Otting, Director Accounting for BPU.

Mayor Garner said this is a Special Session and is actually a joint meeting of both your BPU Board Members as well as your Unified Board of Commissioners to talk about some important issues that we know are of deep, not only concern, but of relevance to our Unified Government and Board of Public Utilities and really hits on a lot of topics that are of interest to our ratepayers, our residents, and our taxpayers. We're happy to host this meeting.

I'd like to recognize Board Member Jeff Bryant. He brought this forward to me when he seen me out as well as some of our commissioners had been asking for this meeting and so the Mayor's Office made sure that we got with staff to facilitate this meeting. We believe that this is the first meeting of its kind since 2009. We're talking several years that we have not had this meeting and so it's long overdue and I'm sure it's welcomed for a lot of people and so we're going to begin.

Mayor Garner said before I call the meeting to order I want to announce that we do have individuals attending remotely as well as on-site. All participants joining by phone, should please mute your phones when not speaking to avoid background noise. During the meeting, make sure you announce yourself by name and title every time you speak so the public that is participating knows exactly who is speaking. This is critical given the number of remote participants and is also current guidance from the Kansas Attorney General. I would also like to remind, especially here on the 5th floor, that you please be sure to speak loudly and clearly into the microphone to ensure that your comments are being captured by the Clerk for an accurate record of the meeting.

Mayor Garner called the meeting to order.

ROLL CALL: Kane, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Garner.

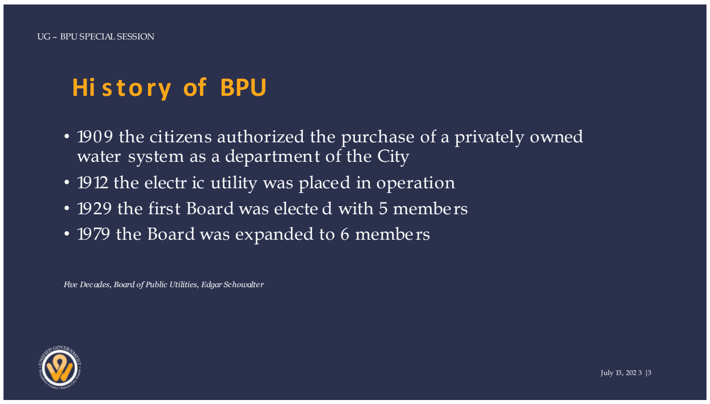
ROLL CALL of BPU Board Members: Milan, Mulvany Henry, Bryant, Gonzales, Groneman.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, July 13, 2023, at 5:00 p.m. in the fifth floor conference room of the Municipal Office Building for a joint meeting with the Board of Public Utilities.

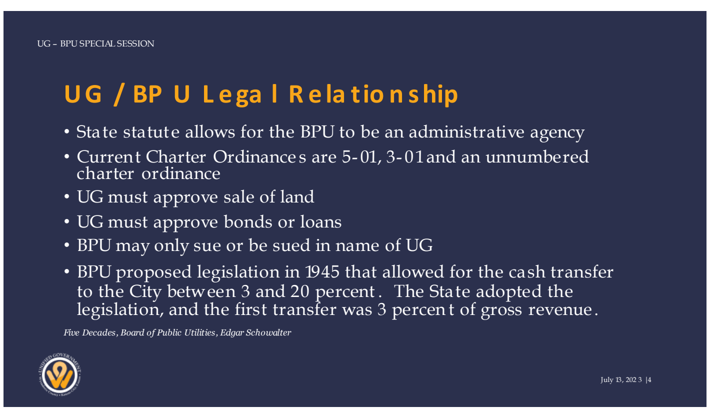
CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Garner said the meeting order will be of such that we're going to have presentations from both boards. I ask that the elected officials refrain from asking questions and let the presentations proceed forward. At the end of the presentations, we will open it up for questions of both Boards, I believe starting with the Board of Public Utilities and then the Board of the Unified Government Commissioners will handle questions as well and that should conclude our meeting.

I'm going to turn it over now to Angela Lawson, our Interim Chief Counsel, for the Unified Government.



Angela Lawson, Interim Chief Counsel, said I will be very brief. The brief history of the BPU, in 1909 the citizens authorized the purchase of a private-owned water system and that was placed as a department of the City. In 1912 the electric utility was placed into operations partially to support the water system. Then, in 1929 the first Board was elected with only five members and you didn't gain the sixth member until 1979.



The BPU is basically a statutory organization. State Statute allows for it to be an administrative agency of the Unified Government. We have currently chartered out of most of that framework and replaced it with our own Charter Ordinances, three of them, that govern the utility and the relationship between the BPU and the utility. The UG must approve sale of land although the BPU can purchase land. The UG must approve bonds or loans. BPU may only sue or be sued in name of the Unified Government. Then, this was very interesting to learn, the BPU itself proposed legislation to the State in 1945 that allowed for the cash transfer that we know of as PILOT and the State adopted this and it was set in place to be flexible every year so that a new amount could be adopted based on economic circumstances. The first transfer was 3% of gross revenue.

The BPU is responsible for managing and controlling the utility, appointing a General Manager, setting the budget and operating and construction forecast, setting policies and procedures both internally and externally, purchasing land, setting the rates for the utilities, and then other duties as allowed by law. Those were the main ones. That was my little history lesson.

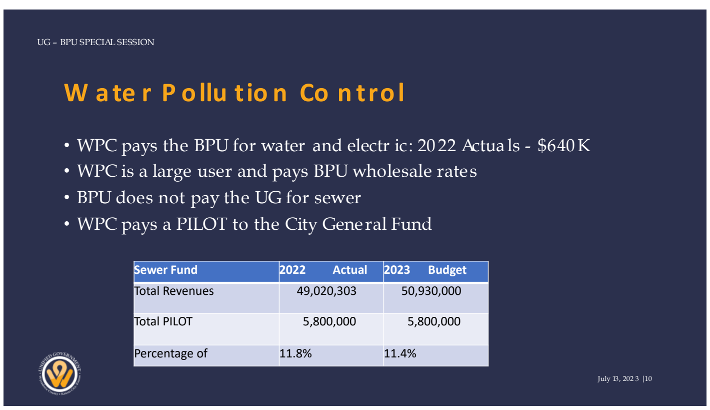
Mayor Garner said I will now turn it over to Alan Howze who's the Acting County Administrator and he will facilitate the Unified Government of Wyandotte County/Kansas City, Kansas portion of this presentation.

Alan Howze, Acting County Administrator, said we appreciate the opportunity to be here and we're excited about this because we all do serve the same residents, the same businesses, and there are a number of areas of cooperation perhaps that the public doesn't see, but that are going on in a day-to-day basis between the BPU and the UG. There are a lot of open lines of communications between the two organizations. We have just a brief presentation here on a couple of items and I want to thank staff that helped to prepare these items.

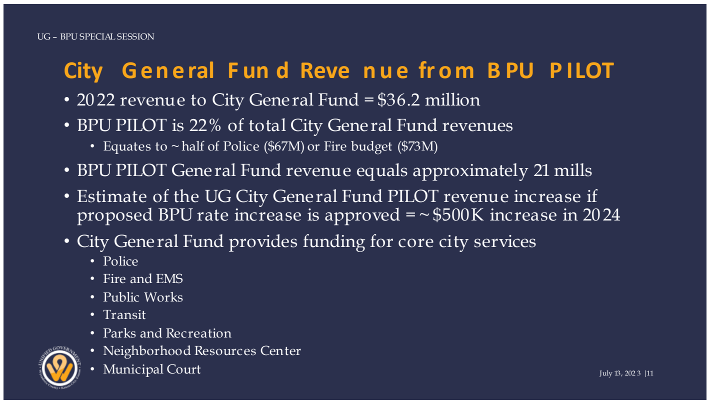
The BPU does provide a number of support areas to our Public Safety agencies whether that's the placement of cameras or kind of as needed services upon request for traffic accidents and other things, so there's a lot of public safety work that the BPU provides. BPU maintains the city traffic signal network so all of our streetlights are maintained by the Board of Public Utilities and there's a lot of close coordination on the management of those things, cameras, traffic network, the fiber network that go back and forth between the two organizations.

I'll touch on streetlights. This comes up from time to time and, again, one of those interesting areas where the UG owns the poles. BPU owns the equipment on the poles. BPU gets the revenue from the pole attachments and manages those poll attachments from other utilities and then the UG pays the BPU $100K annually for the streetlight inventory and the management of that. It was noted by our staff that if we had—if we were set up like other cities where we had a private utility, that $100K number would be well north of that both for the electrical—electricity that's consumed with it as well as the management of those.

UG Facilities, one of the questions was how is the UG and the BPU working to conserve energy. They have been working together on the conversion of LED streetlights as streetlights go out whereas corridor improvements are made such as the Leavenworth corridor. Those are getting swapped out for LED and then as building improvements are made by our Buildings & Logistics team, they are also taking into account higher efficiency equipment and improvements to the building envelopes to reduce the energy—usage and energy footprint for those UG facilities.



Briefly on Water Pollution Control, which is a large user, probably the biggest user of electricity in the Unified Government. They pay the BPU for water and electric, so we provided the 2022 Actuals for that, which is about $640K. The Water Pollution Control gets the BPU wholesale rates, again, as an industrial customer basically. BPU gets sewer services free of charge from the Unified Government through Water Pollution Control and then the Water Pollution Control also pays a PILOT to the City General Fund as another utility under the umbrella of the Unified Government. You can see the numbers there in terms of the actual amount of the PILOT from Water Pollution Control and what that shows as a percentage of overall revenues for Water Pollution Control. I just wanted to share that as well.

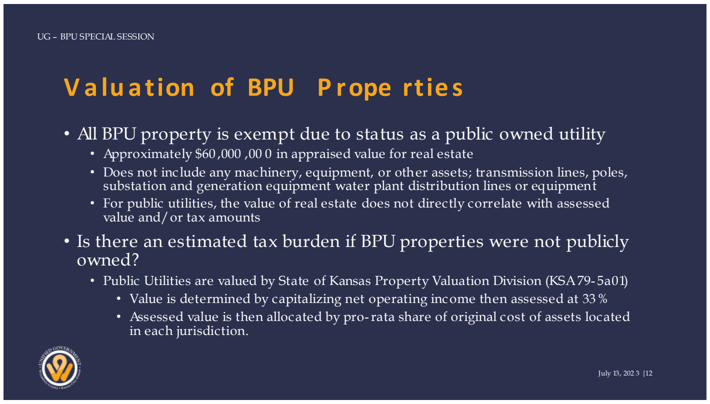


There were some questions around the PILOT revenue and certainly wanted to share this. The 2022 revenue to the City General Fund from the BPU PILOT, and just want to differentiate that the BPU PILOT goes to the KCK City General Fund, and it doesn't go to the County. That was in the amount of $36.2M in 2022. That accounts for 22% of the total City General Fund revenues and just to kind of give a sense of scale on that, that's about half of the overall Police & Fire budgets each of which are around kind of the $70M mark, so a substantial contribution.

Then, the question was asked, what does that translate to in terms of mills and so our Finance team calculated that back out and it's about 21 mills to get the equivalent of that $36M.

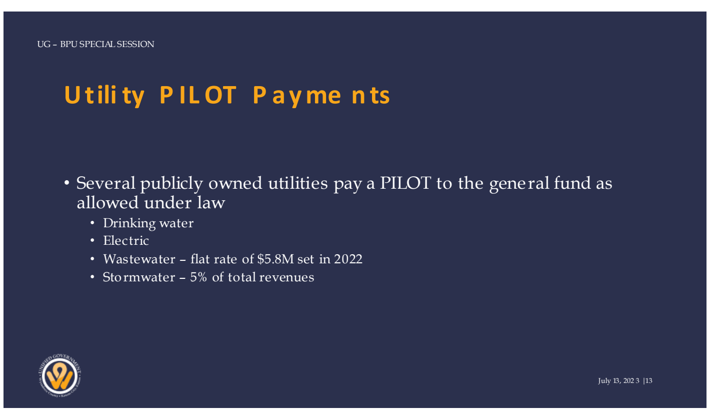
The question was also asked, what would be the impact of PILOT revenue if the proposed rate increases at the BPU go through. While rough estimates put that in the $500K range and increased PILOT revenue that would show up in 2024 if those proposed rates were put into place.

Also, just to lay out what the City General Fund serves, what services those funds, because it's kind of amorphous when we talk about the City General Fund, but those are really the core city service, Police, Fire, EMS, Public Works, Transit, Parks & Rec has a portion of that, the NRC, Municipal Court, so there's a core set of municipal services that are funded out of the City General Funds.



The question was also raised around valuation of BPU properties and what would the revenue impacts, in a sense, be if BPU was a privately owned utility, so on the books today, there's about $60M in appraised value for the real estate. The footprint for the Board of Public Utilities, just note, that most—that does not include any of the machinery, equipment, the other sort of assets that go into the day-to-day work of the BPU, that's really just the real estate physical footprint there. Also, worth noting, an important piece of this is that public utilities, that value of real estate is not directly correlated to the assessed value to the tax amounts.

Under the next bullet there, under Kansas State Law, public utilities are a different category. They're not treated as residential, certainly they're not treated as commercial. They're in their own category as publicly owned utilities and their value is determined by the State of Kansas and not by the local taxing jurisdiction or by the Appraiser's Office locally. I just wanted to provide a little clarity on that as well.



Lastly, there are several publicly owned utilities, as noted, that pay a PILOT to the General Fund as allowed under law, so this is water and electric certainly through the BPU PILOT. Wastewater and stormwater also pay the PILOT back into the General Funds.

Mayor, that was all the information that we had. We tried to answer some of the questions that were raised by commissioners and Board Members through that presentation and happy when we get to that section to try and answer any other questions. We do have experts on staff that are available to answer questions as well.

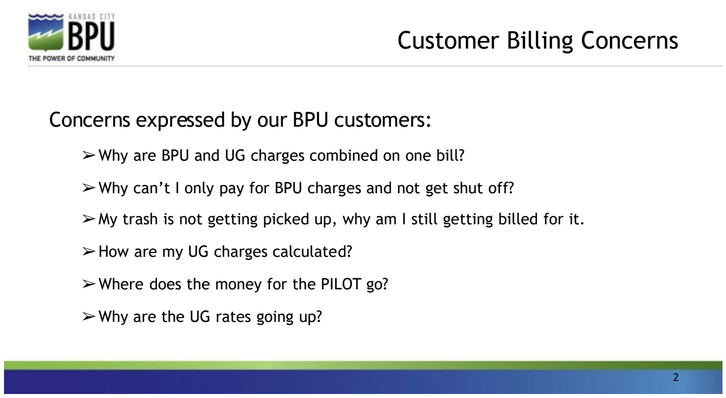
Mayor Garner said I'll now turn the meeting over to the Board of Public Utilities for their presentation and I'll allow Ms. Mulvany Henry, the Board President, to make some opening remarks and facilitate that.

Rose Mulvany Henry, BPU Board President, said I just want to make a couple of introductory remarks tonight and I want to thank our Board of Commissioners, I want to thank the Mayor for making time tonight and getting this meeting together. It's been a long time, we all know that. You know, just as you all are, we're approached by our residents in this community all the time, inside of our board meetings, outside of our board meetings and they're pleading with us for help. We struggle with that, as I know you all do, and I think tonight is really, really good. It's like a giant step forward to try to work together as two elected bodies that have responsibilities for different things in this community to try and offer some solutions that might actually get the help that our residents have been asking for. So, again, I just want to thank you guys for making the time tonight. We appreciate it. Bill, I'm going to turn it over to you.

Bill Johnson, BPU General Manager, said I'd also like to thank the Board for being here in full attendance and also thank the Board of Commissioners for being here and welcoming us to be in your building here. Like President Mulvaney and the Mayor said, it's been a long time since we've met as two elected bodies and the information that I put together with staff is basically designed just to share information. I mean we're here just to inform you on some of the things that we're hearing from the public, as Rose said, and also provide some of the facts to what we're having to deal with over at the Board of Public Utilities. I hope that this is what we accomplish tonight is just sharing some information that we have, we know about, what we're dealing with every day and, hopefully, somewhere down the road there's a solution we can offer to the community.

Just like Alan, I was asked by our Board and by the commissioners to come up with the list of items to go on the agenda tonight and actually that list went longer than this and we had to kind of draw the line, but I'd be happy to certainly answer questions later if there's anything that we don't cover that you may have a particular interest in.

I don't want to read them all. You've got handouts too, so I'm trying to be mindful of time to go through, but basically people are asking us about the bill, they're asking us about the rates, they're asking us about why are we joined the way we are, and certainly the Unified Government is asking us more about BPU finances, how do we operate and things along those lines. So, hopefully, I can answer a lot of those questions along the way today.



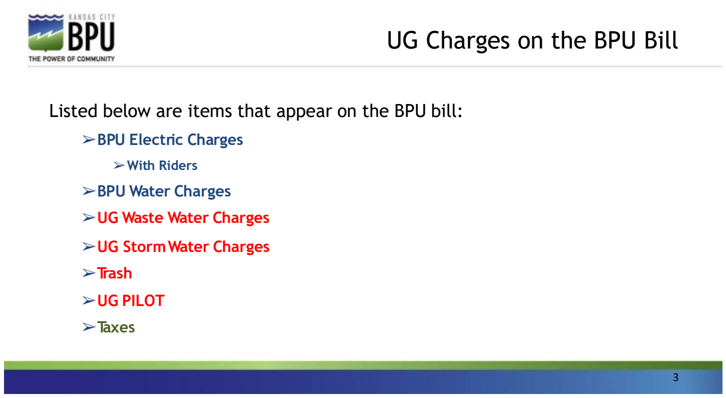
Here's just a small sample of questions that come before the Board, come before our Customer Service Department, and I certainly have heard a lot of these questions myself. Why are BPU and the UG charges combined on one bill. My entire career at the BPU, which exceeds 40 years, I've always known BPU to bill for part of the services that the Unified Government offers to this community, so it dates back prior to that and I can't tell you when and how it started, but we've been doing this for a while.

There's been other things that the Unified Government has come up with that has added more line items on the bill and then what we also did was try to come up with a new bill design to help explain all these charges and separate things out further for the benefit of our customers and try to help them understand where the charges are coming from, what's generating the charges, and then in our conversation here's where the money's going, here's what services is paying for as we provide services back to the community. We've kind of drawn the line on that for the Unified Government because I don't work for the Unified Government directly. I know BPU is an administrative agency of the UG, but I can't say where all the money goes, so on the bill, which you'll see later, we try to provide some explanation to the public as to some contact information to the public as to where they can maybe get those answers.

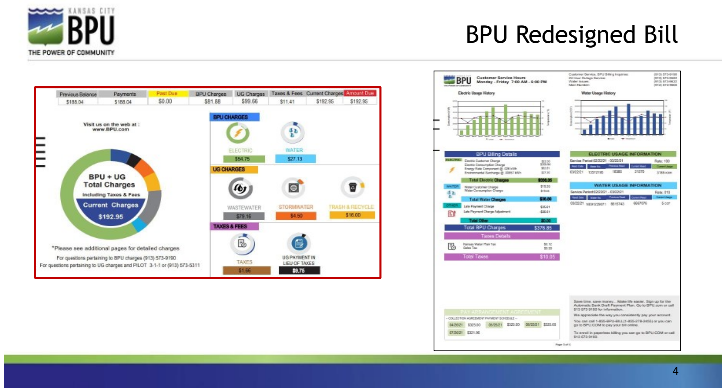
The second one is why can't I only pay the BPU charges and why do I get shut off if I don't pay part of it like trash and other things. Our answer is our bill is designed to be paid in its entirety. The question, I think at the last Board meeting or the meeting before was, and this is common, that my trash is not getting picked up. I'm having to physically carry my trash to other parts of my neighborhood to get the trash picked up. In fact, I just sent an email to a UG staffer yesterday from an influencer in our community asking me the same question.

Why am I—how are the UG charges calculated. Again, you know, we ask the public to call the UG, here's the number, here's direct contact to have them explain that.

Where does the money for the PILOT go. Same answer. Then, why are our rates going up. I will get into that in the next slides, but you'll see why those slides are there because they're asking why are the rates going up.

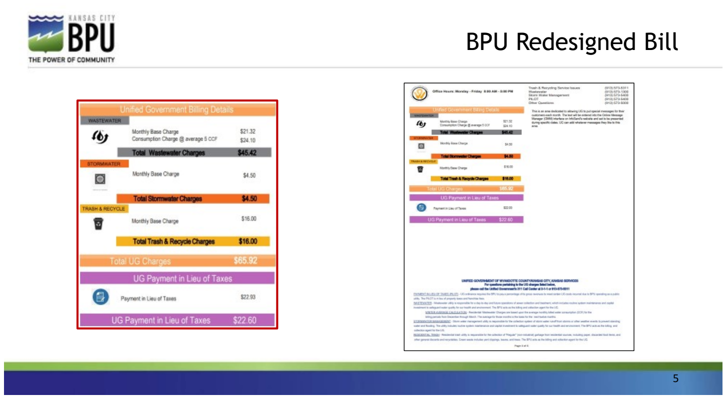


Here's the charges that actually appear on the bill. We have a set of charges that belongs to the Board of Public Utilities which are electric charges, the riders that go with those electric charges, water charges. They're all in blue. In red are the charges that appear from the Unified Government asked us to bill for and then the green is obviously taxes and PILOT is paid within the taxes.

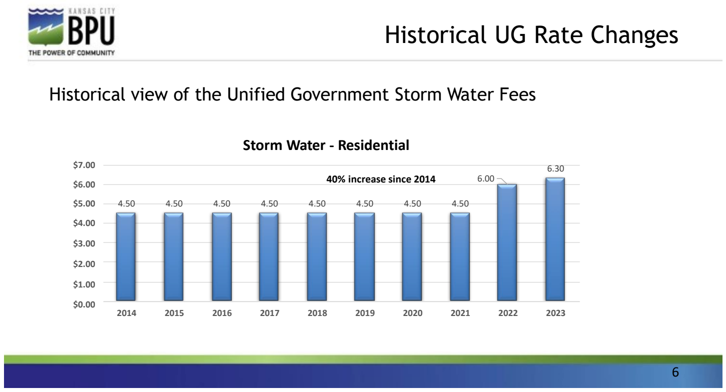


A couple of years ago, two or three years ago, we actually redesigned our bill as a way of trying to make it easier for the customer to understand the bills they are receiving.

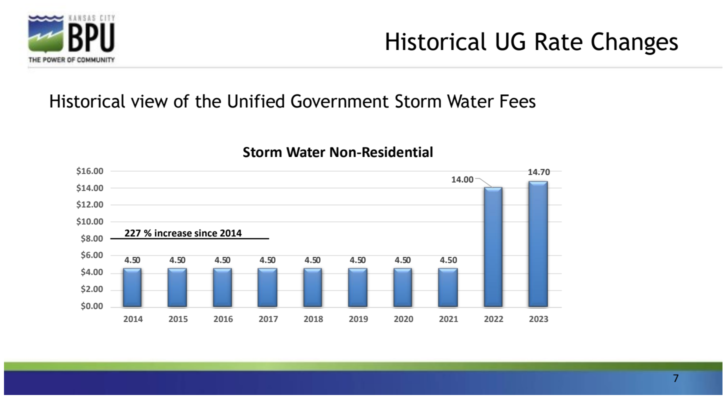
Here's the front page and behind this front page in which you'll see on the front page, is a combination of BPU and UG charges, total charges, and it's broken down by BPU—you look at the picture on the left, the top section is BPU under blue, under yellow or gold, they are UG and then the taxes are below that. The second page shows some of the usage intervals and all of the BPU charges broken down individually.



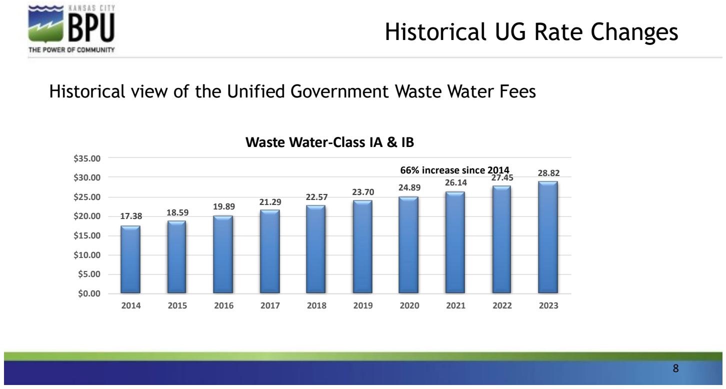
Then we get to the Unified Government section. It's all itemized based on each service provided and the charges that go with those services and then there's some contact information that also goes along with that as well.



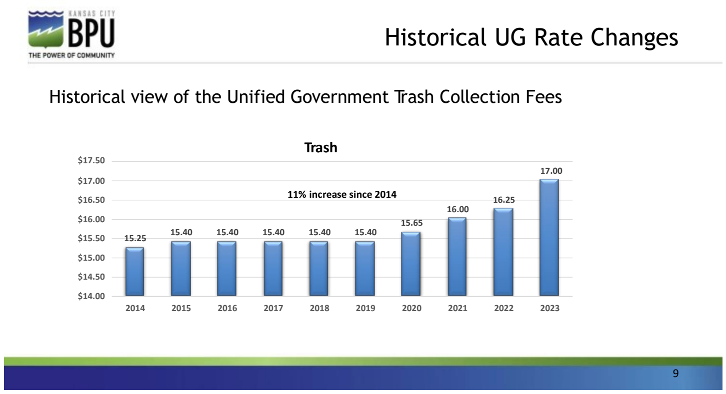
The answer to the question why are the charges going up and this is the public coming to us asking us to explain this. I think it's important for us to now talk about, you know, make some historical reference as to what those charges have been over the last 10 years. As you can see for stormwater for residential, it stayed flat for a number of years and then the last two years the rates have actually gone up. Over that time, looking since '14, there's been about a 40% increase.



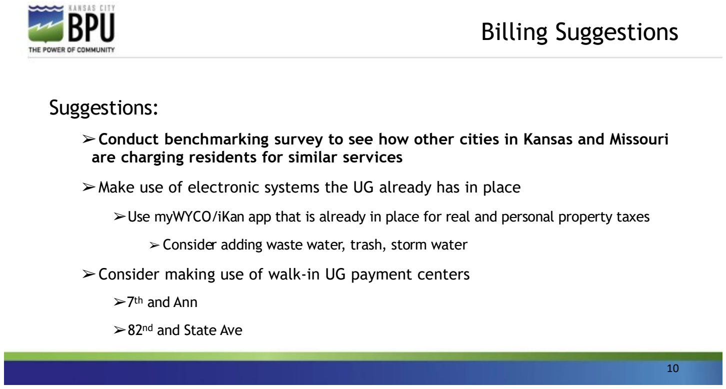
For non-residents, same thing, the stormwater fees went up the last two years. Prior to that it was flat for a number of years and the end result of that, it was about a 227% increase since 2014.



Wastewater, it's been a gradual increase over time and this is for class 1A and 1B. I think the increases have gotten bigger as time has gone by and since 2014 it's been a 66% increase.



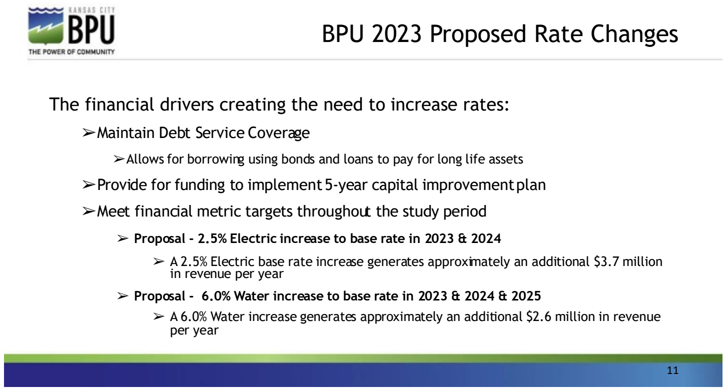
Trash has been relatively flat for a number of years and in the last four years it's been a gradual increase in the fees that we're charging for and then since 2014 there's been an 11% increase in trash. I put that on there again because they're asking us to explain what's going on with these rates, why are the rates going up and really none of us on this end of the table are in a position to really answer those questions. For tonight's presentation, it's important for all of us in the room to understand here's the things that we're being asked to explain.



So, billing suggestions, our Board has asked me to put this together again and then part of the conversation that we have and the things that the public are asking us is to separate the bills totally. Have the UG bill directly and having BPU bill directly so there is total separation and I think we're all in favor of that, at least at the Board of Public Utilities.

You know, I start thinking about how can the Unified Government possibly make that happen. I know there's probably things that you think you may have to put in place and there may be things you have to put in place, but you do currently have a website app that you use for real and personal property taxes. When I look at other cities, other communities, they are also billing for these services when they send the bills out for property taxes, so Kansas City, MO, Overland Park, all the other ones have a whole separate way of billing the communities because Evergy—it's serving those cities and they do not provide these services for the local government. WaterOne in Johnson County provides the service for most of Johnson County and they do not provide the service there for the local government, so that's one.

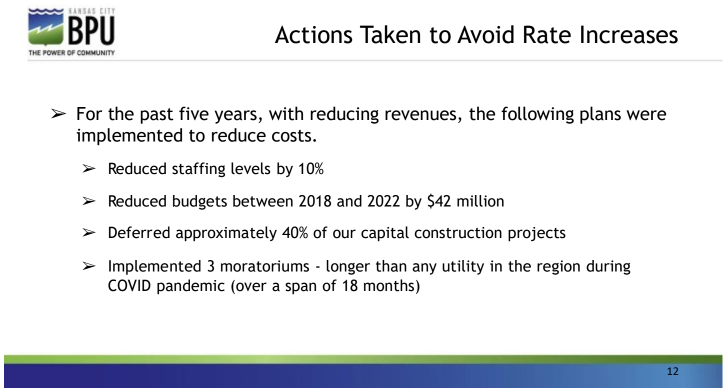
You do have two walk-in payment centers. One at, I think, it's 7th & Ann and 82nd & State. I just put that on there if it makes sense. If it doesn't make sense, you know, what we're trying to do is go more electronic, that cuts the cost down for our community. You know when you start manually handling transaction, paperwork, and stuff like this, all that does is drive our cost up and it really don't improve customer service to any degree that I can think about, only for a very, very small segment of our population.



Here's BPU rate request. We're still currently conducting our meetings with our Board. We've gone through public hearings. Commissioner Stites came over, listened to part of it, and thank you for that, but basically, why are we raising rates. You know we also have to maintain adequate debt service coverage for the purpose of being able to pay for our debt. Our rating agencies mandate us to maintain adequate credit rating and it just makes good sense not to have the amount of money in reserves to be able to operate our utility sufficiently.

We also have to fund our 5-year Capital Projects just like the Unified Government has a Capital Project Plan that gets very expensive for the UG to maintain. It's also very expensive for the BPU to maintain and those plans are part of every budget. We look at our 5-year forecast on where we need to go. All of those are tied to a 20-year Master Plan that we update periodically, so we do a lot of forward-looking and then we also have to make adjustments throughout that five years because the things that we're looking at next year and the year after may change based on economic development decisions we have to make based on other equipment failures and other things that come along. So, we're constantly having to deal with changes, but we have to also forecast where we think we're going to go.

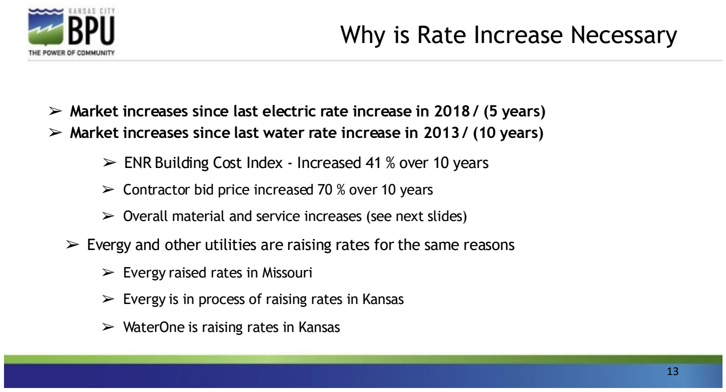
The rate increase itself, we're proposing a 2.5% increase for electric and a 6% increase for water. I'll state here that we haven't raised water rates in 10 years. We've also been dealing with running a utility on 10-year old rates and doing everything we can to squeeze as much out of our operation to sustain our ability to operate and serve our community. We haven't raised our electric rates in five years, and like on the water side, we've been trying to draw out efficiency at the same time without bringing in additional revenue.



So, actions that we're taken, I'm just going on what I just got through talking about, we've actually reduced our staffing levels over the last five years by 10%. Prior to that, we had reduced staffing levels and in the years before that we reduced staffing levels, so we've been on this trend of making ourselves more efficient, using more technology, just doing and measuring our operations against other utilities. We do a lot of benchmarking. We do a lot of understanding of how do we—what others are doing and how do we take those lessons and apply them to our utility.

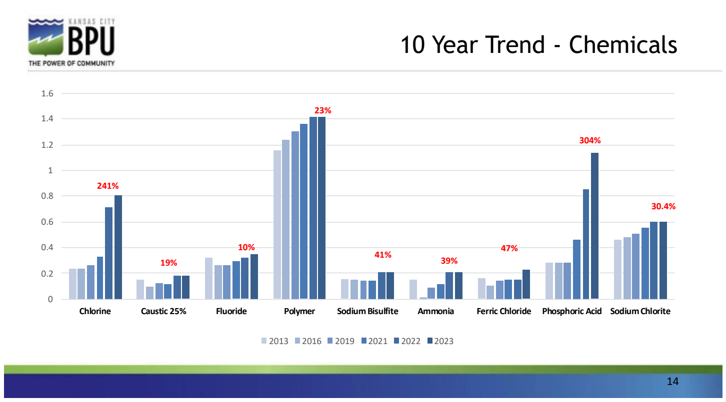
We've also reduced our budget since 2018 by $42M. This is our way of just trying to get leaner and without passing on higher and higher costs to our community. We've deferred about 40% of our capital projects. This is something that you know, you can't maintain this. This is going to catch up with you and then you're already behind on our schedule going into the pandemic, the supply chain issues, all the inflationary prices that we're currently facing. That was an issue back then and a lot of this—some of this is being forced, but some of it is being done for just financial reasons for us to try to manage our way through where we are.

Then, we also saw a huge dip in our revenue due to all the support that we provided to the community during the COVID pandemic. We were the longest utility in the region with having moratoriums in place and those moratoriums were in and out of service over an 18-month period. Nobody else went that long.

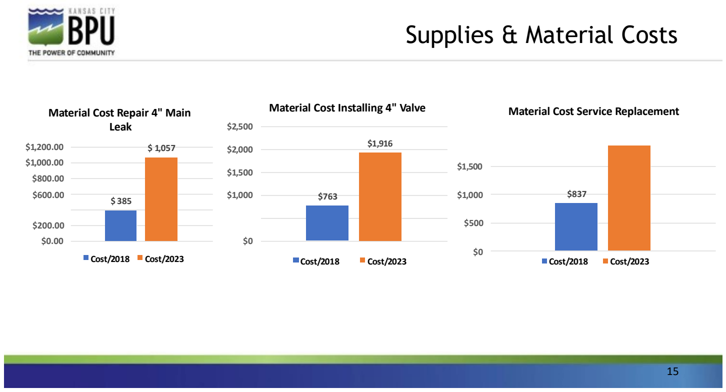


I talked about the time period since we've had rate increases. The Building Cost Index over the last 10 years has been 41%. Some of our contractor prices and this is just some of them, some of them are exceeding 70% price increases over 10 years. Materials, we'll get into those in a few minutes. You'll see how sharply those material increases have been that we've been trying to manage.

Also, we're not the only one having to face the challenges we are. Evergy has already raised rates on the Missouri side. Today they are having meetings in Johnson County, they're having meetings throughout Kansas because they are in the process of having public meetings. They have a case in front of the KCC to raise rates on the Kansas side and WaterOne is also doing it. Those are just all of us in the local region that are having to try to manage our way through what we're dealing with.



Here are some 10-year increases on chemicals and a lot of this was presented to the public in our public hearing, so this is something our public can see, but you can see the stark increases on some of the chemicals that we use just to treat our water system.



These are just general supplies or on the water side as well or just materials for installing infrastructure and in this case a four inch main, a four inch file, and just a service line or replacement. You can see the stark increases in materials that we have to purchase and then allow those prices—are oftentimes passed over to our customers or sometimes we just absorb those costs.

BPU
THE POWER OF COMMUNITY

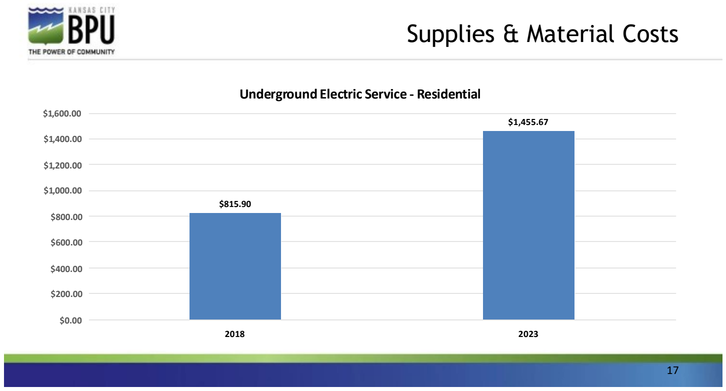
Supplies & Material Costs

Overhead Electric Service Categories	% Price Increase since 2018
Polemount Transformers	100%
Wood Poles	56%
Concrete Poles	49%
Wire and conductor	61%
Insulators	66%
Crossarms	101%

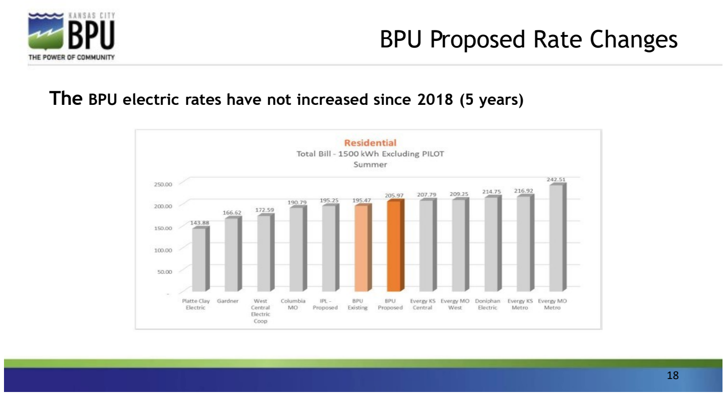
Underground Electric Service Categories	% Price Increase since 2018
Padmount Transformers	175%
Conduit	349%
Rebar	88%
Enclosures	58%

16

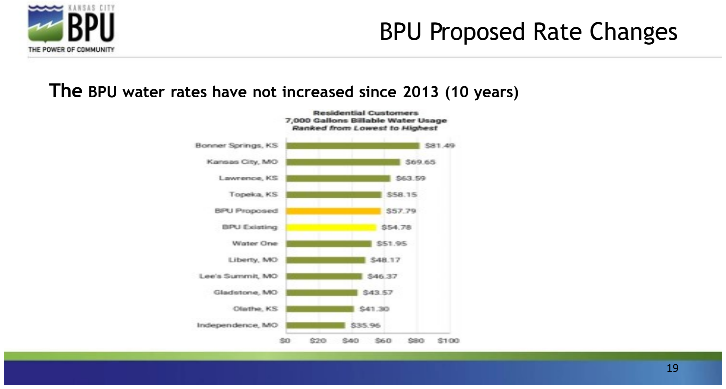
Here's a little bit of increase on the electric side. The biggest challenge for us is getting transformers. The whole country is dealing with shortages of transformers and supply chain issues and all of us are talking to our federal representatives and senators. We're talking to, in our case, America Public Power, Edison Institute for industrial and utilities and private utilities and we're trying to impress upon them that this shortage is going to really put utilities in a tough position, not only to replace the stuff that we're out of and the stuff that's damaged during storm periods, but also gives us—it affects our ability to be able to support economic development projects too. So, you know, we need these things in the pipeline. We need to be able to maintain our shipment of supplies and materials. These are some of the increases that we've had since 2018 on the electric side.



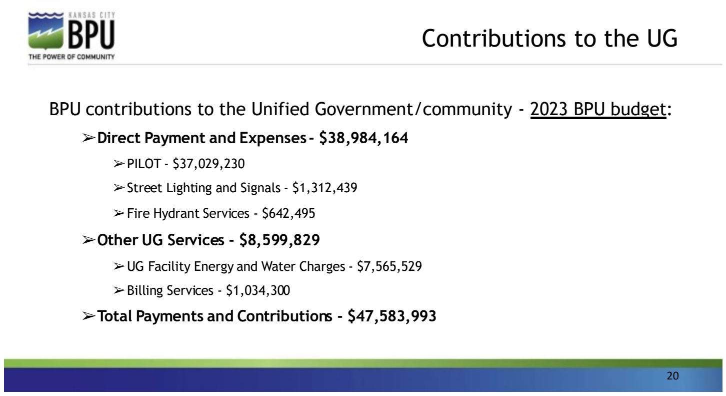
Then, of course, like on the water side, this is the cost for us just establishing service, so this is a typical underground residential service and the price is almost double over that time period.



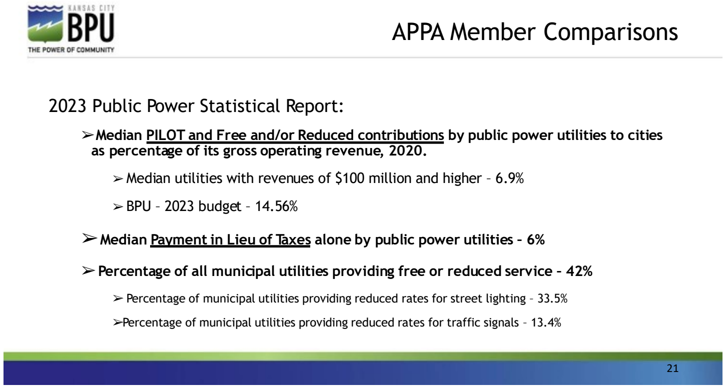
When you look at our rates and you talk about how does BPU compare within the area, the light yellow, and I know it's hard to see, yep, light yellow is where we currently set today. The orange color is what the rates and how we would compare if the rates get approved by our Board of Directors, so we're still very competitive, we're kind of right in the middle, we're not anywhere near the high end, but I would say we're not on the low end either.



On the water side, same thing. Here's how we compare to other water systems in the area. We're pretty much in the middle. The light yellow is where we currently set. The orange is where we would be if the rates got approved next week.

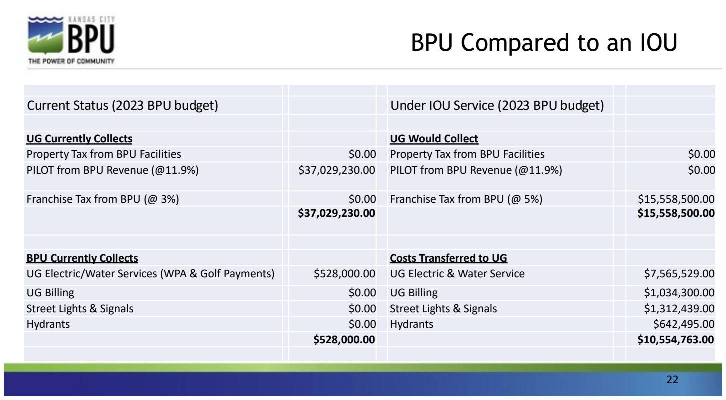


I want to talk about what we call either contributions to the Unified Government or contributions to the community and a lot of those payments are direct payments that go to the UG in the term of—and that's $47.5M annually. This is all based on our '23 budget. I know Alan gave some numbers earlier that were '22 Actuals. These are projected numbers for this year, so I just want to make that distinction. The direct payments for PILOT, $37M, is what we're projecting this year. Streetlights, fire hydrant maintenance, you can see those and then the facilities, energy and water charges is what the Unified Government would pay if the Unified Government was actually paying a bill to BPU. Then, for us just to get the bill out, this is a percentage of what we would charge the Unified Government if the Unified Government was paying for those services.



Here's some Public Power Statistics from American Public Power and the question that went out was give us—they collected information on PILOT free and reduced services. On an average the median income—the median level for utilities at $100M in revenue or higher total, those utilities were paying 6.9% of their operating budget—or operating revenue to their local government. BPU pays 14.56% of our operating revenue to the Unified Government, so that's over twice as much as within the national average, so the median utilities our size, in our size category.

Payment In Lieu Of Tax, that's about a 6% average across all utilities and percentage of municipal utilities providing free or reduced service is about 42% of all utilities in the United States provide free or reduced services. Remainder, 33% provide reduced services for streetlights, 13% for traffic signals, which you can see the vast majority of the Public Power Utilities in the country do not provide those services.



Current Status (2023 BPU budget)		Under IOU Service (2023 BPU budget)	
UG Currently Collects		**UG Would Collect**	
Property Tax from BPU Facilities	$0.00	Property Tax from BPU Facilities	$0.00
PILOT from BPU Revenue (@11.9%)	$37,029,230.00	PILOT from BPU Revenue (@11.9%)	$0.00
Franchise Tax from BPU (@ 3%)	$0.00	Franchise Tax from BPU (@ 5%)	$15,558,500.00
	$37,029,230.00		**$15,558,500.00**
BPU Currently Collects		**Costs Transferred to UG**	
UG Electric/Water Services (WPA & Golf Payments)	$528,000.00	UG Electric & Water Service	$7,565,529.00
UG Billing	$0.00	UG Billing	$1,034,300.00
Street Lights & Signals	$0.00	Street Lights & Signals	$1,312,439.00
Hydrants	$0.00	Hydrants	$642,495.00
	$528,000.00		**$10,554,763.00**

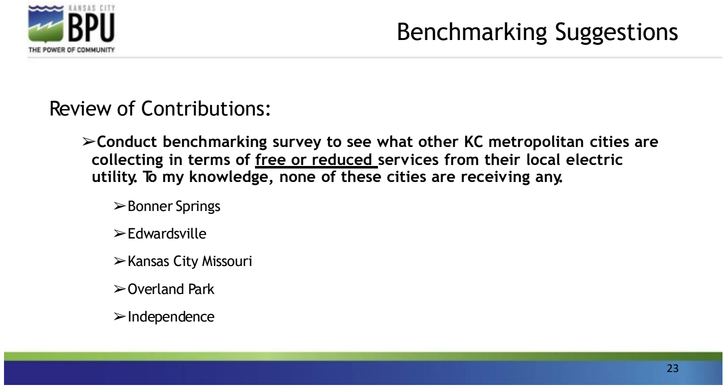
I was also asked, what if BPU—KCK was served by a private utility and so IOU as an investor on utility, sometimes called private utility. There's a huge one in the area. I'm not going to call them by name, you all know who they are. So, currently on the left side, BPU pays out about $37M and that was from the previous slide in contributions and we collect about $528K back from the Unified Government both from the Water Pollution and from the Sunflower Hills Golf Course, so $37M and some change and then we get $528K back.

Now, if this was a private utility, and I would like to make this caveat now, I didn't capture what the sewer charge or the stormwater charge would be in here. I'm just looking at comparing where we are today in terms of what we offer and what we pay and then what comes back. Alan did include that, so as we update this, we'll have to also include what BPU would pay in terms of stormwater and wastewater. I also just want to make sure that's clear.

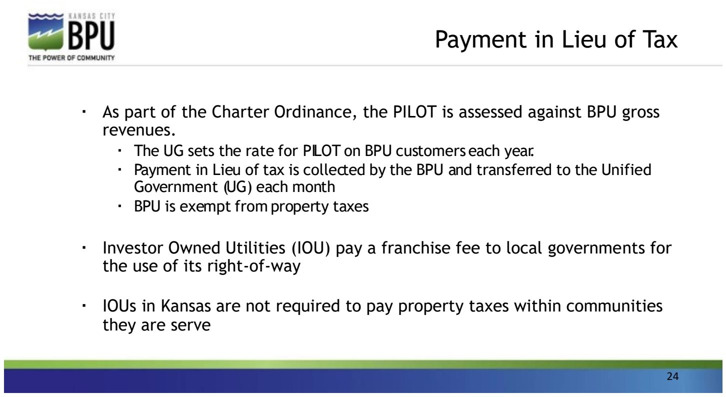
Just comparing apples with apples here, we would not pay property taxes because Evergy doesn't pay property taxes anywhere and by State Statute I've learned that the Board of Public Utilities cannot pay property taxes even though we say we're paying—making a Payment In Lieu Of Tax, we can't pay property taxes either and we can't—and they will not—you'll not be mandated to pay property taxes as well, so they do not. They would not pay a PILOT to the Unified Government, but they would pay a franchise fee at 5% and that would be about $15.5M.

At the same time the Unified Government would have costs that they would have to pay to invest their own utility and if everything was equal, nothing changed, then you would pay the $7.5M in utility services at full retail rate, but also pay for—and part of that, that we bill for you, if they're doing that type of service or if you do it yourself, it'll at least amount to that much or more because I don't know that we're charging you all that we've charged because part of the rates have gone up over time. So I do need to make sure that we go back and revisit that one.

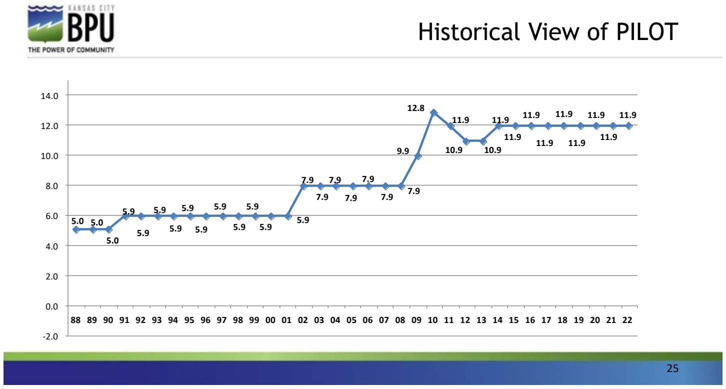
Streetlights and hydrants will also have to be paid for just like all the other cities are doing, so that difference would be somewhere around $5M of net benefit for the Unified Government as opposed to $36 something million, so that's quite a difference between the benefit that BPU provides to our local government to benefit the BPU provides to our community. What we're trying to do is let people understand the value of BPU in KCK/Wyandotte County.



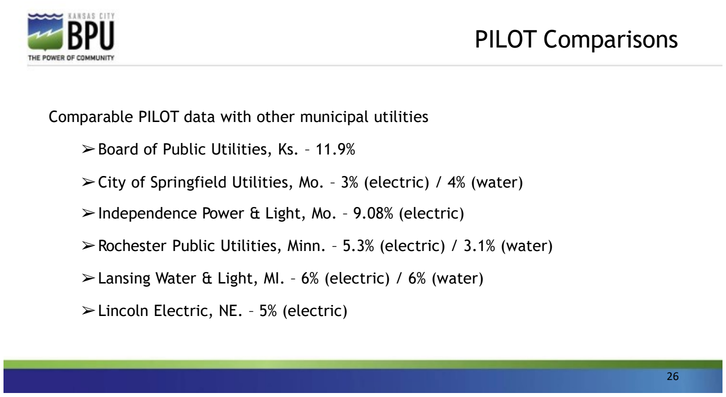
We also, like I said earlier, we do a lot of benchmarking. I personally do a lot of benchmarking. I've also checked on the cities listed here in the local area to see if they're receiving any additional benefit from the private utilities that serve them and they are not, so they're having to pay for all the other things that was on the previous slide. The only thing that they collect is a 5% PILOT, the 5% franchise fee, I'm sorry, but they're not getting any additional services from those industrial utilities, so they're having to bear all that cost themselves.



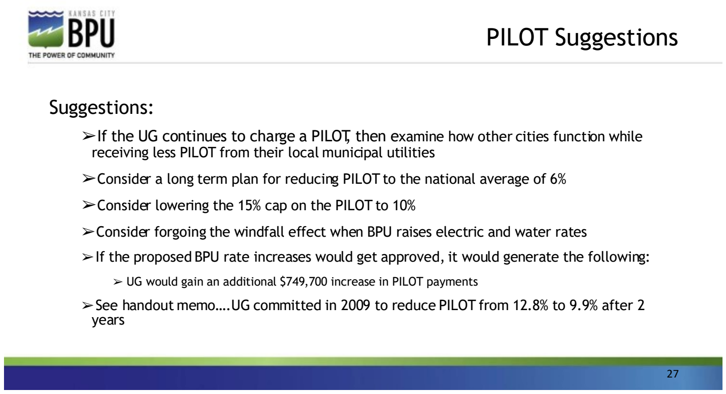
Payment In Lieu Of Tax. I think we know by definition what that is. I'll just cover it. Most of this, investor owned utilities pay a franchise fee and then I've also addressed the third line for property taxes which they are not required to pay.



Here's a look—this is information we've already provided to the Unified Government. It shows historical view of PILOT going back to 1988 and you can see where it started at 5%. Prior to that what Angie had talked about, it was actually down to 3% and then it's kind of gone up over the years. I'll get a little bit into the periods around 2009 to 2012 when these two elected bodies last met and some promises that were made back then, but there was also some promises that was not kept. That will come in the next slide, next few slides.



I also looked at—again, talking to other peer utilities like ourselves, City of Springfield pays a PILOT rate of 3% on electric, 4% on water. Independence on the Missouri side pays slightly over 9% on the electric side. Rochester, Minnesota pays 5.3% on the electric side, 3.10% water. Lansing, Michigan 6% electric and 6% on water. Lincoln Electric 5%. I've listed these because these are all Public Power Utilities in cities, they're all close to our size, they all have—except Independence, they all have Board of Directors, they're similarly situated as BPU, they serve communities, they all have union labor. So, when we compare ourselves against each other, we're getting very close to comparing apples with apples and our costs are sometimes a little bit different in terms of what those communities have to pay.

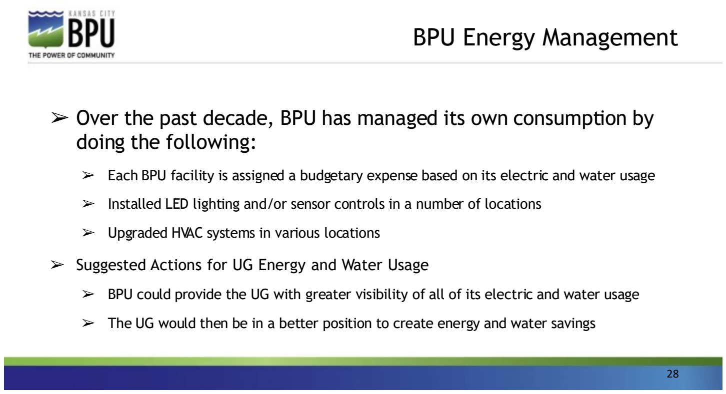


Here's some suggestions. If the UG continues to keep the PILOT in place, then certainly I would say map out a long-term strategy for how do we strategically get there over time and get somewhere close to the national average of 6%. I know that's going to be a challenge for the UG. I know that's not going to happen tomorrow, but I would say, how do we get there because these other communities are there.

Then, I think the cap on the PILOT should go from 15% down to 10%. This is Bill Johnson's personal opinion. I haven't asked the Board where they would like to see this. I'm just stating what I think makes sense and then you'll see why later when I get to the last line and then forgo any windfall effect that may take place when BPU raises rates. This has been an ongoing conversation for many, many years between the General Manager at BPU and the County Administrator for the Unified Government. The rates are already higher.

When we raise rates, you get the windfall effect because it's a percentage of our revenue. When our revenue goes up, we get that windfall effect, so you can cap that or agree not to accept it, then that gives this community some rate relief as well. So, how much is that, about $749K is what we're projecting for both electric and the water side of what that increase would be if the rates go in as we've asked the Board to approve. We're not there yet, so that's where it'll be.

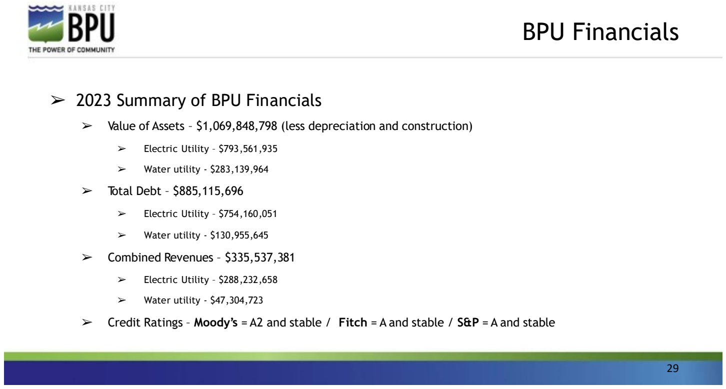
In your handout, and I don't want to take your attention away from here, but in the handout I did give you a memo from the 2009 joint meeting where the Unified Government made a commitment to raise the PILOT—when they raised the PILOT from 9.9% to 12.8%, that after two years they would go back to 9.9% and keep it there. That's the commitment that was never kept.



Over the past decade BPU has managed its own consumption and this whole question came around in the form of how does BPU and how does the Unified Government manage its energy usage and I can't tell you what's going on at the Unified Government. I can only make some suggestions. What we've done is for every one of our departments we've assigned a budgetary number to a line item in all of our budgets that goes back and charges every place that have facilities with an electric and water charge in part of our budgeting exercise.

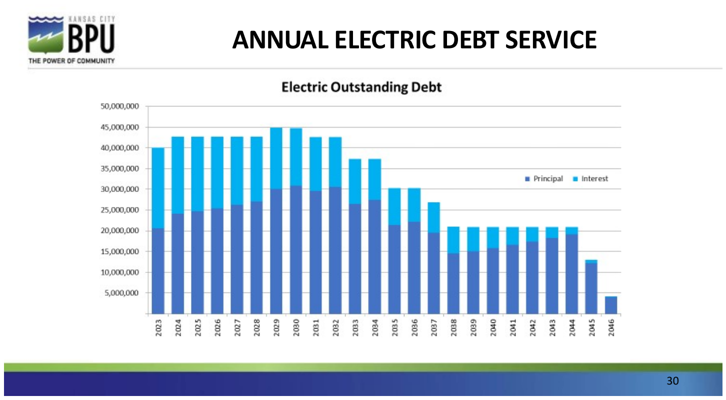
The other thing we've done is replaced a number of LED lightbulbs within buildings. We've upgraded HVAC systems to try to make ourselves more efficient that way. So, some of the suggestions that, I would say is, I know we give information to the UG. I guess I'm interested to see if that information is sufficient, because if it's not, then we can probably do a better job and give you greater visibility of what that usage is and that'll give you an ability to be able to see how you can better manage services on this side.

Then, also, whatever projects you have, whatever programs you have in place, you know how effectively are those working and if we can help with any of that, we've got engineers, we've got other people that can look and give you estimates, make run calculations to say if you do this and here's what the impact may be.

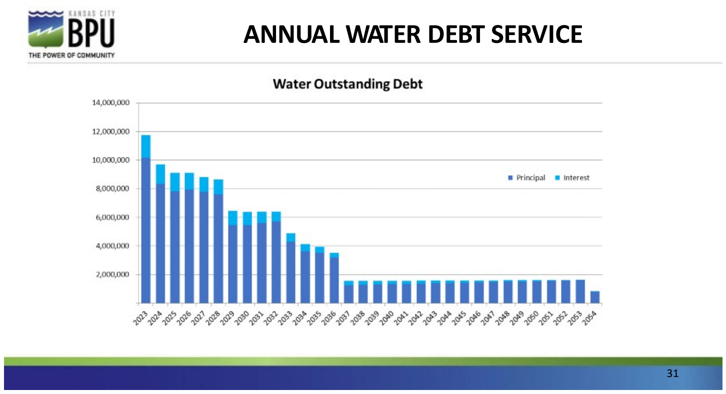


It's also been asked for what does BPU financials look like, so I'm starting with the value of our assets less depreciation. I'm not saying this is the valuation of all the assets as they went into service. It's just where we set today after a lot of those assets have depreciated, so it's just north of a billion dollars in assets. I've broken them down by the electric and water utility. The total debt that BPU owes today is north of $885M, so there's not a lot of margin between the value of our assets and the debt that we owe. Our revenues are $335+M and I've broken that down.

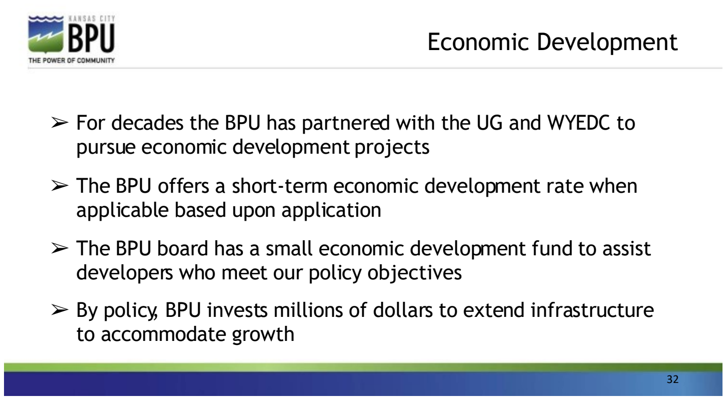
The other thing that's important is even though we have healthy credit ratings on the bottom, part of this is based on BPU's inability to manage its way through. A number of issues have come up and we meet with our credit rating agencies every year. We just had a call from one yesterday, but also part of that is BPU taking certain action either in increasing revenue or taking other action and reducing costs to kind of make sure that we are continuing to be stable in our financial position.



Looking at our debt service, you can see here how it looks over time, so there is a drop-off that's expected. We did go out just a few years ago when the markets were more favorable and refinanced a lot of our debt and we accomplished about $33M worth of savings on our debt because interest rates were down and now the interest rates are starting to go back up. So, every chance we get an opportunity to look at this debt, go back to the market and refinance that debt, we'll do that as a way of saving money as well.



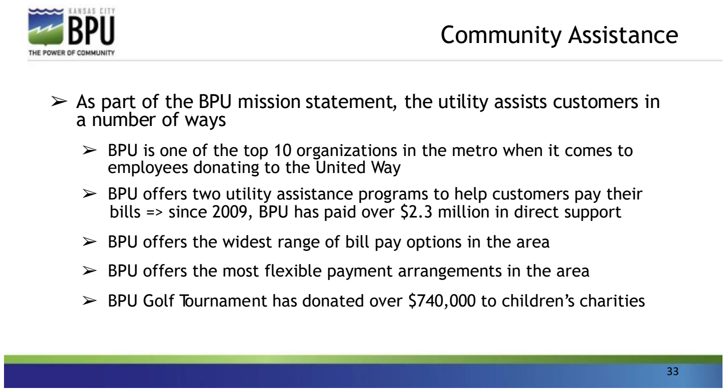
Here's the debt for water. You can certainly see a steeper drop there and we have been successful with managing our way even though there's not a lot of cash, even though there's not a lot of cushion there, we still try to manage and work our way through what we need to accomplish year by year.



I was asked the question about economic development. We're getting closer to the end, but the question about economic development, so for years the Unified Government, sorry the BPU, has partnered with the Unified Government and Wyandotte Economic Development Council and this has been ongoing way before my time as GM. We're still working with the Unified Government on projects as they begin to service, and with WYEDC too, and I think there's some opportunity there further. It's all of us getting on the same page on how and where we want to see planning go. I know Planning has taken on an exercise of its own trying to figure out how to pull all these different Master Plans together and then what does that look like over the next few years as we do move forward.

I am very appreciative that this Mayor has made a commitment that BPU would be brought in very early in a lot of these planning decisions when it comes to economic development because that was not always the case even though we were saying we wanted to be there. Things have gradually gotten better on that front, but I don't want to also miss what Alan said earlier, for most of the time, and nobody's perfect, brothers and sisters don't agree all the time, sisters and brothers and brother's don't either, but for most of the time day in and day out, staff between the BPU and the Unified Government work very well together and we get a lot accomplished by working well together. I want both elected bodies to fully understand that we don't really have any issues on the staffing level. You know from the administrative management side down throughout the workforce, but there are some complicated things that we all need to face as elected officials. It's me and the County Administrator, because there's a lot of challenges out there facing the Unified Government, there's a lot of challenges out there facing the Board of Public Utilities and where do we go forward with working better together.

We do offer up some economic development incentives where it makes sense. I mean we don't have a lot of money just to throw at projects. We want to make sure that we're making smart decisions on what we invest in so that there is a return on that investment and that it does serve the community as well as we possibly can when we do make those. Normally when those projects show up, a lot of times they show up in areas where we don't have infrastructure, so BPU has had to make huge investments, millions of dollars, just to extend infrastructure out to get the locations where we don't—so this community can enjoy the economic development projects when they show up here and then they start producing revenue for us or paying taxes for the Unified Government or employing people in our community. I mean that's the end goal that we all want to get to, so we do work well together there and this utility does make some huge financial commitments. I don't have any numbers. I just want to make that statement. If you want to revisit that later, we can certainly do that.

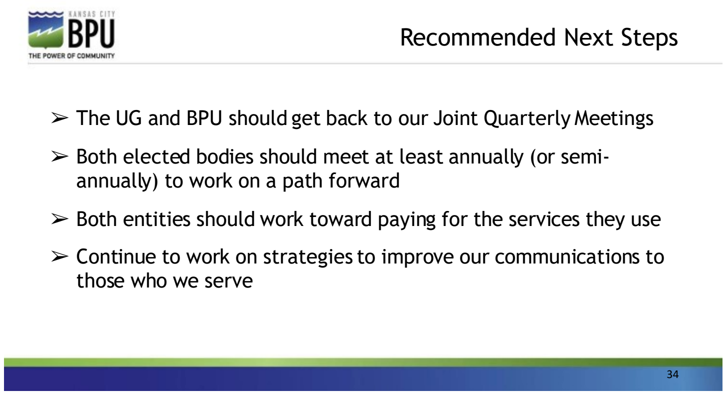


We also work very hard to assist our community and I would say we go farther into assisting in our community than anybody, any other utility around here. COVID, the example I gave earlier, one example, in terms of employee giving and what we do in the community, you know, BPU is not a large organization, but if you look at all of the organizations that provide support through United Way efforts, we're in the top ten. We're actually number 10, so I would like to see us stay there if not move up, at least stay at 10 and don't drop out, so our employees does give a lot of their order in dollars to United Way and then utility also matches that. This is through Board support, we've matched that for a number of decades. I can't go back to the beginning. I didn't have time to research that. I don't know if all the information is there or not. Since 2009 we paid out over $2.3M in direct support for helping people—to help people pay their utilities and these are all monies coming out of the BPU budget. So, if there is any other thing that can be done there, we certainly welcome that. I would say that when the COVID money came in, the Unified Government did make a commitment to send $600K to United Way and that money was eaten up in no time, so thank you for that commitment there.

We have the widest range of pay options. I know the question came up earlier and I didn't answer it, but why is our lobby not open. We have invested in so many other different ways that the community can pay and financially it'll cost this community four or five times more money to operate that way as opposed to what we're currently doing. I'm more frugal than that. I don't want to waste taxpayer money, ratepayers monies, and I'm also looking for ways of how do we operate and get our customer service even in a better position than where it is today, so those payment arrangement options exceed anything else that we can compare ourselves to.

We have the widest flexible payment arrangements in our policies and are on our website so you can see what those policies are and what they state. There's more people in our community that takes advantage of payment arrangements and even breaking payment arrangements and then we reissue payment arrangements and reissue payment arrangements, so we're really extending ourselves there.

Finally, on this sheet, this is another thing that BPU does quite well over the years, we've got a golf tournament at Dub's Dread that has been going on for a number of years and we actually have given quite a few dollars to local childrens charities and the other contributions we make go to charities in our community through United Way. This is another way of supporting that beyond United Way.



Here's the last slide, recommended next steps. I think it's important for us to get back on schedule with our quarterly meetings and the quarterly meetings—high level quarterly meetings where the two At-Large Commissioners, a Board President, Vice President, General Manager, County Administrator, the Mayor and whatever staff that we bring based on what's on that agenda and how do we have those conversations between both bodies.

Then, for this group, I think it's important that all of our elected officials meet either on an annual basis or semi-annual basis to try to figure out where do we go after this conversation tonight and then anything else we need to work on together, how do we do that with our elected officials working together on that.

The other thing is we should also look at how do we pay for our services. You know whatever services we need to pay to the United Government we need to pay on. Whatever your services, the Unified Government should pay the BPU—I feel the Unified Government should pay those because every other city is doing that and when you don't pay, that means that cost is going to other people in the community who would have to subsidize that. We hear that from our industrial customers, we hear that from our residential customers. If the Unified Government was 10, would our rates be as high and the answer is no, so more consideration. Again, this is just information I'm passing along. Don't take it any other way please.

Then, continue to work on strategies on how we can better communicate everything we want to do and how can we agree on how we're going to serve the community, the people that we serve.

This is the end of the presentation. I want to end it on that note. I think the challenges are in front of us, but I think the ability to do better is right here in this room, around the table.

Mayor Garner said thank you Mr. Howze and thank you Mr. Johnson for those presentations. We're going to transition now. We're going to start with the Board of Public Utilities elected body and I'm going to turn it over to the President and I will let you facilitate the Q&A with your Board to either the Unified Government staff or to our commissioners on any questions of interest that you may have.

Ms. Mulvaney Henry said I will open it up to the rest of the BPU Board Members if you all have any questions based on the presentation earlier that Mr. Howze presented and Angela presented or anything that came up in between.

Jeff Bryant, BPU Board Member, said not so much a question as a statement first. Thank you Mayor, Commission, and staff for meeting tonight. I miss this room, so it's nice to be back. Mine would be a suggestion to at least look at, and it's something that would require a charter ordinance change, would be unbundle the residential, commercial, and industrial rates for the PILOT so that each one can be set at a separate level because two things you can do with that. Number one, you can lower the residential so that we're not burdening our citizens as much. Number two, if you unbundle the commercial and industrial as business ebbs and flows in our community, you can adjust those rates to follow where the growth is so you can garner the best amount of revenue as possible for the city. That's all I have.

Ms. Mulvaney Henry said, Commissioner Bynum, did you want to address that one? **Commissioner Bynum** said the PILOT Review Committee that I created that the Mayor asked me to create, included Rose Mulvaney Henry and several community members. We had great help from both BPU staff and UG staff and we brought the recommendations forward to a Special Session of the Unified Government on May 18th. One of the recommendations we brought was the charter ordinance change to unbundle the rates for the various levels of BPU service, so we're actually revisiting that right now to review that ordinance again. We brought that forward in February and held it so that the PILOT Review Committee could finish their work and bring forward the recommendations. We're actually looking at it again right now because it is budget season for us and anything like this that we would do would have a budget implication. So, it's a great idea.

David Haley, BPU Board Member, said certainly I appreciate the overview brought by County Administrator Howze and our GM, Bill Johnson. I learned a lot, we learned a lot. Just a 15 second comment and then the question. I remember in '97 I had the honor of advancing to the General Election for Mayor/CEO for the first time on the Unified Government—Unification of Government and the question came up then, why didn't we unify or bring into consolidation the BPU, our utility. It was a big issue during consolidation. It was the one component when our County and City were merged that was not taken into account. The statement that I made then to a former media outlet, the *Kansan*, that was there, I said had that not been done—I said as the candidate, that the BPU could potentially become a "slush fund for the administration of the new consolidated government."

I'm so pleased that we're here today talking about this, 25 years or more later, because the perception among so many of the constituents that each of us serve is that the UG is utilizing our utility, which our UG owns actually. It's one of the greatest assets, I think, that we have is one of the points of pride. Certainly for me as a member of this community, is it's owned—our utility we can go through these details and we can decide among ourselves how we rectify the perception and perhaps the reality that the only benefit that we have by owning a utility as a Unified Government is to use it to fill the gaps as a, not a slush fund, but something a little better stated.

I'm so happy we're here tonight and the presentations were both flawless, even Angela's background educated me a little bit better. Let me finally say, you know, I know each of you sitting around the table. I've known you individually, I worked with you and we have worked together. I mean you commissioners and those on the Board and the staff, we've been doing this a long time and I know that all of you want to see us ease the perception and the hard reality on our taxpayers, our ratepayers, our citizens whether they're real or not, but what we simply can't afford anymore. I hope that we reached the point that you, certainly the commissioners, who control the destiny of how we do this, will consider bifurcating the bill to do some transparency, some truth in what are taxations for those funds that are being drawn in the name of BPU charges for which we collect as we're required to do under the charter because we weren't consolidated in. Please commissioners, we're all serving the same constituency to at least find a way to have that bifurcated bill and to lift the disconnects for those unpaid taxes that we, the tax collector on the BPU have to do, and to give a little more time because we have to pay that back into the General Fund.

That's my only ask really through all of this because all of us have heard the concerns that we have within that. Finally, I'll say there was a measure in the legislature, Senate Bill 154, I know because I introduced it, that would cap all of the municipal charges at 15%. That would be the PILOT, the ones that were eliminated—that were delineated, sorry, it would be 15%. We got a hearing on that. It would be 15%, everything, the PILOT and those charges, it would cap at that. Actually, that would be somewhat fair and maybe that will one day be something that the state can do to add to it, but I would hope that we could reach that—do that among ourselves that we can reach that and certainly bring greater equity. I appreciate Mr. Johnson going through the differences and what are collected through the BPU and those other utilities that are in the area and we reach toward those goals ourselves. Again, bifurcate the bill and not be so onerous during that time. Again, thank you Madam Chair and members for hearing me out. I hope we do reach some resolution. I'm glad we've had this time.

Robert Milan, Sr., BPU Board Member, said to be really clear, but going back to consolidation in 1997, the City, I kind of got—paying a little tax at that time was 5.9%. Today it's 11.9. The records show very clearly the PILOT funds are well needed, but it usually is government trash collection, sewer charge, wastewater. I have no problem with that service. It's what we need in the community. The problem is all of the systems do not pay a part of that Payment In Lieu Of Taxes. We have 65,000 customers that has an account with BPU of 160,000 population, so that means 90% of the persons are not paying private account with BPU. So, that means the rest of us that have an account is paying the difference. Keep that in mind.

Our recommendation is very clear. For the last 20 years Standard & Poor's, have all recommended and suggested the Payment In Lieu Of Tax to be around 7.49%. That may be a little unrealistic at this point based on another fact you saw tonight, Springfield and another place, but I advocate that we need to make sure the service this community needs, trash, sewer, stormwater is a needed item we need for the quality of life in this community. Therefore, let's take a look at how we can reduce a PILOT that can be responsible for everybody including those that have no account with the Board of Public Utilities. On the water side, we have 50,000 people that has the account, water bill only, that means there's 50,000 more who don't pay a dime, but they drink water, take a shower every day.

Keep in mind the presentation Bill made tonight is very clear, well done, appreciate it. So, I hope the UG takes advantage of the presentation tonight and do their best to accommodate what's been recommended.

Mary Gonzales, BPU Board Member, said I would say one of the largest complaints I've got recently is usually trash pickup and I see a few commissioners that I've sent emails to. I don't know how to solve that problem, but it's one that I hear a lot about. Another thing is, I think Bill mentioned, going forward, we need to really communicate and increase our communication and that is so key. When we have the public come to our meetings, there's still so much disinformation and misinformation about the PILOT, about the bill, who pays what and our public really sometimes is clueless. So, we need to work together on trying to educate our public a little bit better about what our services are and who's responsible for each.

I appreciate, Mayor, the opportunity. Mr. Kane and I were, and Mr. Milan, were about the only ones that were present before and we were hopeful in those. We were not happy to help with raising the PILOT for that period of time, but we were hopeful that the word be kept and it would be lowered again, which has never happened. That's not anybody's fault that's here because none of you were here, but that's my hope going forward, except for you Mike, that we can work together to make some resolve for our citizens because as everybody said, we all serve the same group of people.

Tom Groneman, BPU Board Member, said I would like to just thank the Mayor and the Commission for inviting us to come over and set in on this and have a meeting. I understand that this is a very, very complicated situation and position between the BPU and the UG. There's a lot of moving pieces and every time that we do something or the UG does something, there are unintended consequences and so coming together like this to discuss these issues ahead of time or whatever is very important. I hope that we can get together in the future to continue to discuss ways to where we can make improvements.

Ms. Mulvany Henry said I'm going to make this very brief because I do want to give the commissioners some time to ask some questions. I just echo the, you know, what we're trying to accomplish here. We've got to separate these in some way. I know we've done our best to try to separate them on a bill. You know our public is confused and understandably so, I get it. The one thing I can think of is that folks who have to manage their budgets and their income on a week-to-week basis, you know, it's really hard to decide if you're going to pay your light bill or if you're going to pay something else. A light bill, it's your power, it's your water, it's everything and sometimes a $500 bill or $200 bill, it's too much. Even if we had different due dates for these things in a month, you know, I think that could provide some relief because it allows people to budget differently.

I remember being in college. I remember how I had to pay things. It wasn't always pretty, but you knew when this was due. You knew when that was due and you could budget for it that way. I don't know if that's going to solve the problem. I'm just trying to find some way to bring relief. I won't talk any longer, so Mayor, I'll turn it back over to you.

Mayor Garner said thank you Madam President and thank you to the BPU Board, appreciate your comments and, again, thank you to Mr. Johnson for the presentation.

I'm going to open up for our Unified Government commissioners. It seems like they're ready to go. I'm going to start with Commissioner Kane.

Commissioner Kane said I think we failed miserably in living up to the agreement we made some time ago and it's unfortunate. I do agree with Melissa, what she talked about is separating it and I talked to Rose today about sending the bills out at different times, which wouldn't be near as big as a burden. I didn't know we weren't continuing to have the meetings and I think it's very important that we get those meetings back rolling and that we have meetings where maybe it's just us, the elected body, and without extra ears saying how can we improve what we're doing to help the community because it's been a long time, but we have met since 2009 or whatever, but it's been a long time since we have done it and we need to know—and your meetings are like ours. Tonight's open mic night and I'm sure some stuff will be said, but I think we're doing the right thing by meeting right now.

I appreciate the Mayor and Mr. Johnson getting this together. I'm not sure I agree with everything on all the slides, but the truth is the truth, right, so you have to work with that. That's the bottom line and figure out what we can do to help the community.

Commissioner Ramirez said thank you Mr. Johnson, Madam President, and BPU Board Members for what you do for our community and all the hard work that you do. I would go along and support bifurcating the bill between our charges and BPU charges so that transparency and as Madam President said, it will be easier for our constituents, our residents, to budget better and to be able to know beginning of the month are my BPU charges, beginning at the end of the month are my UG charges for sewer, wastewater, whatnot. So, I do agree and I think that is something that, hopefully, we can build consensus with them, amongst the colleagues, that we can give some direction to Administration to look into the idea of the cost and what that would look like and how we could transition to that and what that would look like. So, hopefully, we can work to that amongst ourselves and build that consensus.

To attack the bigger issue of reducing the PILOT, I support reducing the PILOT, but in a strategic way. Later tonight we're going to be hearing a proposal for us to—we're forced to cut $15M from our budget, but also let's reduce our PILOT. We can't have our cake and eat it too. If we want to provide real relief, it needs to be thoughtful and strategic. We can't just be throwing things at the wind and see what catches. We have to work together and find ways, and amongst the BPU Board and the UG Commission, to find ways to make it work. I want PILOT relief. That's the one thing I hear a lot is the PILOT relief, PILOT and tax relief. Let's do it, but in a way that's meaningful and in a way that is not going to hurt either organization because we're in this together.

We serve, as many BPU members said, we serve the same people, the same constituents, the same families that are hurting every day and we know that, but we need to be mindful. As a lot of us say, we hear, our constituents want more, but yet they want lower taxes. We have to find the careful balance and the careful balance is not just throwing things to the wind and seeing what catches.

So, yes, I agree we need to lower the PILOT, we do, but in a thoughtful, strategic way where it's a win-win for everybody. We can still provide the services that we can to our constituents, BPU can still provide the services to their constituents and the constituents can enjoy those services, not—I'm trying to say this in a better way, not mounted services. Services that are actually genuine and services that they deserve to have. I want to continue to have the conversation, continue to work with our staff, work with BPU staff to find ways where we can reduce the PILOT and provide that relief to our constituents.

Commissioner Townsend said good evening Madam President and the Board of Public Utilities. Thank you Mayor for getting us back on track with having this meeting. Since I've been here in 2013 there have been several other meetings such as this. Sorry to say, COVID intervened. Mayor Holland convened this joint meeting several times during his term and like I said, I think COVID intervened during Mayor Alvey, so I'm glad to see this one take place.

I have to commend Mr. Johnson on—Mr. Bill Johnson of BPU, there's several in the room tonight, on his presentation which was quite needed, so I'm going to have to go back and hear this again. One of the things that this environment provides an opportunity for me to ask, and Mr. Johnson has already spoken to it, is customer service access. For many years people were accustomed to going to the BPU office at 7th & Minnesota and I've heard over and over from my constituents that they miss that opportunity to talk face-to-face about their bills.

During the quick notes I took, I understand that since COVID, you're saying that there has been a lot of cost savings by not having that open again. I don't know if you have a figure on that savings, but the counterbalance is what the public, the constituents are not feeling in terms of being able to talk to someone there to work out whatever problems they have. I'm particularly addressing those people who may be super seniors. What if they don't have an advocate or some needs sister, child, friend that can aid them and they are not going to be in the group that's punching apps and that type of thing. So, do you foresee reopening that or another center where the public can come in and talk face-to-face and I'll take an IOU, if you don't have it here, on how much money we're saving because we are here talking about savings.

Mayor Gardner asked, Mr. Johnson, do you want to respond?

Mr. Johnson said to be honest, Commissioner, I really don't see a fiscal way of getting there and I think that we all need to remind ourselves that the price of utilities, the price of local and city/county government is doing nothing but going up and I think my responsibility is how do we provide the best service we can possibly provide at the cheapest price we can provide it. In going that direction, I don't see the customer service benefits and I certainly don't see any savings behind that. All I see is us going back into the past doing what we used to do decades ago and us all eating that cost when it's not going to make that big of an impact on our community. We've made a lot of investments in technology and that's why we've been able to reduce our overall head count and we're also eating the cost of all those electronic transactions. Then, even by us doing that, our cost for what we're providing this community is cheaper than the rest of the communities utilities around here. So, we're doing more and offering better service. We're charging less for that, so I don't want to start going backwards and opening up things and driving our costs up higher to where we're matching the other utilities around us. Then we measure ourselves in customer service, we're not getting where we need to get to.

I appreciate the thought and those are conversations we've had at the utility. There's other ways of getting to customer service. Our telephones, you can do everything by telephone, you can do everything by website. You can do a lot of things by kiosk. There's a lot of different ways you can make and communicate and either start—you don't have to come into the lobby. You don't have to talk to anybody to start service. That's where we are today.

Commissioner Townsend said I appreciate your forthrightness that it is unlikely that we're going to go back to the days of the lobby at 7th & Minnesota, but I will say that for the constituents that I've talked with, they miss that opportunity. I know everything in terms of how we all serve the community, we can't judge only in dollars and cents and I'm a dollars and cents person because my comrades here know I'm going to ask about how much it's going to cost, what are we cutting, what are we giving up. But I do know there's a feeling that we are missing the customer service mark, so if we're not going back to the face to face, that leaves us with the phone service basically, correct, for people to ask questions? **Mr. Johnson** said correct.

Commissioner Townsend said okay. I know I have something else percolating, but I'll let it go for now. Thank you to all and this is a hard job.

Commissioner Johnson said thank you Mayor. I appreciate you for bringing us all together. Thank you to Mr. Johnson, President Mulvaney Henry, and even to David Johnston in his absence. We need to continue to do this. Just a few weeks ago we were meeting with the other taxing jurisdiction, the school districts, etc. Again, you know, as we are the leaders of this community, it's vitally important that we remember that teamwork makes the dream work and even though we're thought of as two different teams, we really are just one and we're affecting one customer.

First of all, out of curiosity, Mr. Johnson mentioned the debt service coverage that BPU is required to maintain. What is that particular debt service coverage? **Mr. Johnson** asked, could you repeat the question please? **Commissioner Johnson** said the debt service coverage that you're required to maintain, it's on page 11. **Mr. Johnson** said Randy, can you answer that please? **Randy Otting, Director Accounting for BPU,** said it's 1.6. We have a goal of 2 of meeting that, but we kind of grade ourselves against other like utilities and that's kind of where they are. **Commissioner Johnson** said that's the one, 1.6 and where are we right now? **Mr. Otting** said I have to—we're above that. I don't know specifically, but we're above that. **Commissioner Johnson** said really that's all that matters, that you meet it. I appreciate that.

I know Commissioner Bynum is going to talk about PILOT proposal, so I'm going to defer to her on that and just tell you upfront, I'm probably firm and in agreement with whatever it is she's going to say about that.

I would say that we, as a Commission, need to take page number 27 and make that our overall goal. I like all of them, in particular, lowering the mill—the cap from 15% to 10%. This idea of the windfall effect, thank you for having the insight to realize that. That is something we need to really capitalize on if in fact BPU goes and increases their rates. We need to have the mindset right now as a Commission for the UG that we need to figure out how we can make that as a benefit to our constituents, so as already identified, about $750K may come as a result of BPU rate increases. I know that may not be a lot holistically to our constituent base, but that is something that we should strategically be aware of as coming down the pike as a Commission and be ready to take some action that could be beneficial to our community at all.

Then, I think—oh yes, I want to tell you all thank you to the BPU Board for having the Eco Devo fund. I think it was $250K, whatever the number is, thank you. Is it $500K now, even better. Thank you all for having that fund because it does make a difference to our community, so with that, Mayor, I'm done.

Commissioner Stites said first off, I want to say thank you for this meeting being brought together. I've been here now for 18-19 months and I've been asking for this consolidated meeting for that whole time, not just with BPU, but all taxing entities that we have within Wyandotte County because it seems like that we get the—commissioners, we get attacked as our taxes. You're raising our taxes, you're raising our taxes when we're just one—42% of the taxing dollar out there and if we don't have everybody in the room together trying to solve the problem like we are tonight and trying to pull the rope in the same direction, we're never going to get there because you have a community college that's out there, and you guys know the seven, right, and we have to be working together.

I'm going to tell you right now, make no mistake, there was a reason that past administration didn't have these meetings because they didn't want to have transparency. They didn't want to have collaboration. The 12.8% and then the constituents were promised that it would go back down to 9.9%, they were lied to and they have been lied to and continued to be lied to this whole time. Why it didn't go back, that's terrible. We treat our constituents terribly.

Mr. Milan, if you would and I apologize, I wasn't for sure exactly what you were saying on the 65,000 folks. If you would, would you be able to say that again, if you would, because I didn't quite understand it.

Mr. Milan said my reference is very simple. The population is 162,000 people, is that correct, our customers that has an account with BPU is 65,000 out of the population of 162,000, so do the (inaudible). That means 100,000 people don't have an account with us, who are they paying. We are paying for those people, we're taking care of those people, but unfortunately, don't have an account with us. That's my point. We have 63,000 persons that has a water bill with us, 30,000 do not have an account for a water bill. That's the difference.

Commissioner Stites said so am I right in saying this, that people that live in Bonner Springs that don't have an account, we're providing them a service, what is that service? **Mr. Milan** said not every day, take a salary—**Commissioner Stites** said they pay the PILOT on that water. **Mr. Milan** said no. **Commissioner Stites** said yes. When they buy bulk water, they are charged. When Bonner Springs purchases bulk water when they are in an emergency situation and they purchase bulk water, they pay the PILOT. Am I correct in saying that?

Mr. Johnson said we collect the PILOT on every active account we have. The amount of accounts that we have in our system will never match the total population of our community, but are there people out there that could be account holders, I can't answer that question. **Commissioner Stites** said okay and that's where I was trying to get to.

As far as the breaking it down from—the rates from commercial, industrial and residential, I think that's probably something that I would be in favor of and bifurcating the bill makes sense. It makes it cleaner, it makes it more understandable for the folks out there. Unfortunately, I believe that it's going to be an additional cost that comes on to the UG side, that's the unfortunate part, right, it's going to be a cost to us. I don't know what that amount is going to be, but I think anything that we can do that helps make things more transparent to our constituents is good.

Commissioner Bynum said Board Members of the BPU, as I had stated earlier, I led a committee that did include your Board President, Rose Mulvaney Henry. However, I owe you an apology for not making sure that the rest of you knew the details of the recommendations that we brought forward and I have that PowerPoint of that presentation that we gave that night, so I will make sure that you have that as well. I thought that since you weren't present for that, I'll recap it super quickly. Our recommendation was that we're going to try to mirror the Kansas Homestead Tax Rebate Act, so we're going to put forward—the Commission will have to adopt this, but we're going to put forward 65 or over under the threshold income set forward by the Kansas Homestead Act, which is this year $37,750 and within the ordinance draft that we're creating set to index annually with inflation and cost of living or disabled—**Ms. Mulvaney Henry** said or a veteran. **Commissioner Bynum** said or a veteran, but if you're disabled, then you're going to qualify for a zero PILOT. The PILOT will be gone from your bill. This is an attempt to address that most vulnerable resident who we know struggles and then also contained within a future draft for the charter ordinance change would be a PILOT reduction scenario.

In addition to that, what we're bringing forward this month to our Standing Committee member Groneman, is ordinance changes that revise our local ordinances around the sales tax and utility tax rebates and we're going to have those mirror those parameters as well, so that's coming forward first. We're going to revise our two local ordinances to make them match Kansas Homestead with these parameters, 65 or over, $37,750 or disabled, and just to make that all the same set of guidelines and that also increases the number of folks that might be eligible for the sales tax or utility tax rebate program which, frankly, is just another way for us to help provide a measure of relief.

Then, with the charter ordinance we're asking for the no PILOT for that category of folks and then the stairstep reduction of the percentage that we've been speaking of. So, I just wanted to share that with you so you knew.

The second thing I want to say is I'm interested in the conversation about the UG charges that are on the BPU bill. The challenge to me is that those are user fees, so just like lights and water are user fees, so is trash and recycling, wastewater, sewer, these are user fees, so these are charges for the use of those items. The challenge to me becomes—we understand why they're on the BPU bill because it's very convenient and it's a way to make sure that those user fees get paid. To me the challenge becomes if not in that way, and again, it's our challenge to deal with, but if not in that way, then in what way shall we collect for trash and recycling, shall we collect for the sewer fee, shall we collect for wastewater and water pollution control? In what way shall we do it and is there a way for us to do it that is more equitable. Is quarterly easier on a taxpayer than once a month? We don't want to do it in May and December because they already owe their real estate taxes then, so do we do it in March and October. I mean I'm just spit balling, but to me this is part of the challenge we face with finding a way to charge and collect those fees outside of the utility bill. That's all I wanted to say about it. I'm completely open to continuing to discuss how to do it. I just think it's a challenge.

Ms. Mulvaney Henry said I hear you and I think that everybody here believes that we should continue these discussions. Ultimately, I'm guessing we're going to have to have a subset of maybe both of these groups that a task force, if you will, that irons this out and figures this out and makes this workable if both bodies are onboard with it.

Commissioner Davis said just realizing, we're not going to start full Commission on time, but I'm going to try to get us there. Thank you all so much for coming. Thank you, Mayor, for setting this up and Madam President thank you. This has been a long, long time coming for us to have this discussion. My first point in discussion was as opposed to having these meetings, because I don't know about you all, but it's a little hot in here. Maybe having a delegation, a task force, that could then report to us quarterly and that can meet regularly to discuss these items in detail and then come up with recommendations both for the UG and for BPU.

There are some things that I think would be good for discussion and just for my own interests. Peer utility calls for water and electric rates would be of interest to me. I know that we spoke about kind of the PILOT and kind of what other utilities are paying, that equivalent of or what other local governments are collecting, that equivalent of. I would like to see kind of the peer rates.

I also think that at some point getting the perspective of our Public Works Department. They do a lot of work that's very closely in line with the infrastructure of the Board of Public Utilities. We had mentioned the wastewater and stormwater fee, there are reasons why would have been being a consent decree from the federal government as to why we have to increase those particular rates and we've tried to do those increases as responsibly as possible, but also realizing that we really have a consent decree that we have to abide by. Again, that's our responsibility to handle, not yours, but there is logic behind these things. It's not just us wanting to take money from our constituents, we are trying to provide a better service.

I know that there was a conflict around admin calls for the BPU particularly, your salary and benefits, Mr. Johnson, which again I think for the ratepayers these are just things that I have heard was something that was of a concern. That we pay our County Administrator a salary that is lower than the BPU Manager and, again, that's you all's responsibility to figure out, but those are particular concerns that I hear from my constituents.

Other contributions from the BPU, you know, when it comes to lawsuits and things of that sort, the staff time from our Legal Department to represent you all, I don't know if there is a way for us to calculate that or that particular contribution. You don't necessarily have to answer that as well, but these are things that the task force could consider. I don't necessarily need answers. I know we have a meeting coming up after this.

The last thing I'll say about trash, I am all for, and I said this I think it was during an Executive Session, but it has come to the point where I think we need to start finding a way to give ratepayers back their money. I have so many constituents, like everybody else here, that gets complaints, complaints, complaints. If we are not writing that check over and we are withholding dollars for services not provided, let's give a refund that month or quarterly refund so that folks can, at the very least, get that money back for service not provided. That's a larger conversation for us to have. Hopefully, that task force could address it, but thank you all so much and I hope we do this again.

Mr. Johnson said, Commissioner Davis, you raised a good point that we here at the utility about salaries and I would like to address that. BPU is in a very competitive business, just like the Unified Government is, our peers are not other local governments. Our peers are other local utilities who we compete against. It's also the construction companies, it's also the engineering firms, Black & Veatch, Burns & Mac, those are who we compete with in the area. We have a hard time competing and we're not even paying to their levels and if we don't pay what we pay, we rob ourselves of the professional skilled workforce we need to provide the services.

Despite the fact that we may pay higher than the city government, every utility pays higher than a city or county government staff person. That's a given no matter where you go, no matter where you look, but the other part of that is I stood here and showed you how our rates compare to other utilities even with our salaries. Even with the public not understanding that, our rates are more competitive. That's what the community—public is actually paying those rates. I'll leave my answer there.

Ms. Lawson said I was going to inform the Commission that, with one exception, BPU pays for all of their outside counsel and they do fully fund a full-time upper level position, so they are supporting those activities.

Commissioner McKiernan said just real briefly, thank you all for being here. Everybody thank you for rolling up your sleeves because there's a lot of work left to be done. Just as you compete for personnel and high quality services with other utilities, we compete for personnel and high quality services with other local municipalities. We need to understand that same challenge is felt by both of our organizations. We want to attract the most highly qualified, the most capable, the most customer service able employees that we can and we all have competitors against whom we are bidding for those high quality services, so that is a universal.

I do want to say that I fully support splitting the commercial versus the residential. I'm on record with that. I think that we could easily work out a plan, not easily, but we could work out a plan to lower the PILOT, for example, a half percent a year for six years and get it down to 8.9%. I will remind everybody on the Commission of something we already know. Every 1% of PILOT is $3M of income. We have to identify what services and/or what personnel we are going to eliminate so that we can reduce our expenses. That is the sticking point here.

Board Member Gonzalez, regarding trash, I agree, it's horrible, but I'll make a prediction. Let me pull my crystal ball out, the next contract that we sign for trash services, we'll probably pay 50% more per household per month and we will not get the opportunity to have unlimited pickup in front of every house. So, while what we have could definitely be improved, I just have a bad feeling that somewhere down the road the price is going to go up and the service may go down.

Commissioner Burroughs said I want to echo my colleagues comments in reference to the appreciation for all of us getting together this evening. We are two of the most visible elected bodies in our community and the finger pointing goes both ways when these issues come before us and it's not necessarily by us that that finger pointing goes to the public when they don't get an answer that they like from the BPU, it's blamed on us. When they don't get an answer from us, it's blamed on you, so the blame game goes around on all of us and so I commend us all for being here having these soon to be some tough discussions.

The bifurcation of the bill, I'm okay with that as long as we recognize that it will be a decrease in revenue, but also we want to make sure that it's not such a shift that we start impacting the other industries because if we lose one major power user, it will have a tremendous impact not only on the utility and our revenue, but on the community's reputation as a whole as to how we are dealing with our industrial and commercial customers. I do recognize that and we do have an area in our community that we have high energy users and we have been a prudent energy provider to meet those needs or they would be looking elsewhere for those services. As we know, dollars speak louder than words and they'll go where it's a better rate or a better service, so I just would hope that we would do that.

I have one question. It's been brought up about the charter and about the gross revenues that the PILOT is assessed to and, Mr. Johnson, you talked about the community services and the charitable giving. What services and charitable giving in economic dollars, does any of that come off of the gross revenues prior to the monies that we get or is that in addition to what you pay the local unit of government? **Mr. Johnson** said everything that the Board of Public Utilities (inaudible) also the community come strictly out of the Board of Public Utilities revenue as an expense. The Unified Government does not participate in that. We pay our PILOT, we transfer all the other services through and it's then all transferred on a monthly basis, it's all based off the gross revenue you've talked about. We've had some conversation around—is that all from billed revenue or collected revenue and I don't think it's clear there. The position I've asked the county to go, move towards is, only give the Unified Government what we call a percentage of what we collect, not what we bill because what we found out during COVID is, we were billing all these services and then we were also offering up a lot of support in late payments and waiving fees and giving payment arrangements. The money was coming in much lower because we're in a moratorium, but we were still making the Unified Government payments every month based off those billed services, not what we were collecting. We need to right size that and just give, you know, based off what we collect, not what we bill.

Commissioner Burroughs said thank you. Now you see where I'm going with this. In addition to not only the gross revenues that you send us, but the economic development funds that you put out in the community, the charitable giving that you give, all of that is in the gross revenues, so you're giving above and beyond that which impacts your budget. If we could somehow save you dollars that would allow us to meter how much light usage we use in our parks, how much water usage we use in our parks and/or our buildings, our government buildings, it would help in reducing our costs collectively across the board for both entities. That would be the prudent and efficient and effective thing to do in addressing our budget instead of just writing—continue to write checks, then hide behind an ordinance that says this is what you have to do that has very little clarity and it's a point of discussion.

That's really about the only comment I have and I'm pleased to see that I'm sitting among leaders who are willing to have these tough discussions and I look forward to doing my part too to do what we can to right size this and find a remedy for the public.

Mayor Garner said just in interest of time, just real quick, thank you all so much. Thank you to our commissioners. Commissioner Stites is correct. He had been advocating strongly to have this meeting as well as I know Board Member Bryant, so I'm glad that we could all get together and everybody made a commitment to be here tonight to have this conversation. Thank you to staff for pulling together the information for the questions from both our Commission as well as our BPU Board and for getting that information and for Mr. Howze and Mr. Johnson for making those presentations.

I agree and just real short in the interest of time, I've been a strong advocate of reduced taxes, property taxes and reduced fees when you talk about the BPU PILOT. One of the things that I had advocated for was to separate residential from business and I know there were some conversations about that, about how that could be done responsibly last year.

I want to thank Commissioner Bynum again. I know that Commissioner Davis had talked about a task force. There is a task force that is there being chaired by Commissioner Bynum that she has pulled together and her first item was to address what I had asked her to address, which was how to responsibly reduce the PILOT for our most impoverished residents here in Wyandotte County as well as our seniors. So, we know that she's actively working on bringing something to this Commission that hopefully will be of value to our residents.

Also, when you talk about outside of that, no cutoffs, I know there's a lot of conversations about separating the bills, just working with our Administrator, and I know Bill has been at these meetings with myself and our Administrator. We believe that we may have found a solution that the Administrator and Mr. Johnson have really kind of brainstormed that, hopefully, we can bring to the Unified Board of Commissioners to where, in a nutshell, it just basically means that if I'm a ratepayer, I will not get cutoff for not paying the UG's portion of my obligation. If I get cutoff, it would just be cutoff for my delinquency in my water and electric and whatever fees that are associated with BPU. We believe that we found something that may be responsibly implemented and so, hopefully, I'm excited at some point our Administrator will bring staff on that proposal forward.

I do believe that collaboration is key. I've heard this and one thing that I plan on doing is to keep these meetings going. All my professional career I've been a collaborator. That's where the real work happens. I believe that yes, promises may have been made in the past, and I think it's up to us, the leaders that carry on and future leaders beyond myself and all of us here, that we continue if there are commitments made to this community, those commitments and those promises made to the community, those expectations don't change within the community just because the leadership within the Unified Government or any of our elected officials change.

I think it's incumbent on us that we work together collaboratively to make sure that we do all we can to make sure that we meet those promises and that we try and do it in a responsible way to provide the best level of service and representation to our constituents.

Again, thank you all so much.

Commissioner Bynum said I am so sorry. I know we are trying to wrap it up, but to your point about the task force or committee, and BPU Board Member Rose had said it earlier, I had been thinking earlier today that a lot of this work may require a task force or committee. I'm volunteering our committee, but at the time earlier today I was just thinking that if that were to come up, I would certainly volunteer to serve because I do think that staff and BPU representation and Commission representation should take that on or maybe we take it on within the higher management quarterly meetings that we had been having that you're requesting resume. Either one of those I think is good, but I do agree with maybe a smaller group continuing to work on the details, the hard details of how those things could happen. That's all I wanted to say.

Mayor Garner said I apologize if my communication with your task force that you've been (inaudible), that was kind of that thought process. With that to put that in motion and it seems like your first order of business was the PILOT, so I would just—if you would like to continue chairing that and bring forth recommendations with anybody you and BPU to have on that Board, I think that would a great value to both the Unified Government and the Board of Public Utilities, but more importantly, our residents. **Commissioner Bynum** said one commissioner and one Board member. **Mayor Garner** said, Madam Chair, I would leave that up to you. That's up to the Chair, if you can make that appointment, I don't want to micromanage it.

We do have a Commission meeting that is slated for 7:00. It does take about 15 minutes for staff to get set up and transition from this meeting to full Commission meeting, the technicalities and the logistics of that and this was an important meeting so I did allow to go over and I apologize to those residents that were expecting the 7:00, but nevertheless, we will re-adjourn our full Commission meeting at 7:15.

Commissioner Kane made a motion, seconded by Commissioner Stites, to adjourn. Mayor Garner said we have a motion, we have a second to adjourn. Clerk, roll call please.

Mr. Deichler said please note that I will also include the BPU Board Members in this.

Roll call was taken and there were nine “Ayes,” Kane, Stites, Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson. Roll call was taken for BPU Board Members and there were six “Ayes,” Haley, Milan, Mulvaney Henry, Bryant, Gonzalez, Groneman.

MAYOR GARNER ADJOURNED
THE MEETING AT 6:58 p.m.

____
Brett Deichler
Unified Government Clerk

dt

Unified Government Clerk's Office
Brett A. Deichler, PMP/CPM
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
http://www.wycokck.org

Memorandum

To:	David Johnston County Administrator
From:	Brett Deichler UG Clerk
Date:	July 6, 2023
Re:	Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

BM

Weekly Business Material for June 30, 2023 – July 6, 2023

1. **BPU REPORT:**

- Board of Public Utilities, 2021 Annual Comprehensive Financial Report.

Action: Received and filed.

2. **PERSONNEL ACTION COMMUNICATION, DATED July 6, 2023:**

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Taron J. Batie	Parks/Rec	7/6/23	Rec Specialist
Jonathon R. Boydston	Police	6/29/23	Patrol Officer
Matthew Fabac	Process Server	7/6/23	Process Server
Benjamin C. Flowers	Police	6/29/23	Patrol Officer
Cody Grasmick	Police	7/6/23	Auxiliary Officer
Joseph M. Harvey II	PW/Street	7/6/23	General Laborer
Kayli Hoffer	Comm Corr/Pretrial	7/6/23	ISO
Tamara D. Jordan	Police/Comm	7/6/23	Public Safety Dispatcher
Jennifer Rogers	Delinquent Rev	7/6/23	Admin Supt Specialist
Darius J. Russell	Police	7/6/23	Auxiliary Officer
Keatherann Sharp	Health	7/6/23	Health Outreach Worker
Steve Williams Sr.	Mayor's Office	7/6/23	Exec Coordinator to Mayor
Keith Willis	Police	7/6/23	Patrol officer
Ghao Z. Xiong	Budget	7/6/23	Prof Fiscal Asst

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Cesar F.Jasso	Sheriff	6/29/23	Deputy	Classification Tech
Shannon Clarke	Sheriff	7/6/23	Security Officer, Armed	Security Officer, Armed

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Julie E. Bosley	Fire	7/1/23	Firefighter/Paramedic

Action: Received and filed. Copy previously forwarded to Payroll.

3. CLAIM FOR DAMAGES:

Patricia Jane Montenegro, 5642 Georgia Ave., alleging damage and suffering due to a pothole, located at the residence in May 2023.

Katrina Johnson, 2111 S. 39th Street, alleging damage to personal vehicle due to ambulance backing into the bumper, located at the residence in June 2023.

Beneficiaries of Michael Gaskin, Kansas City, KS, alleging damage due to an auto accident at I70 West Bound Mile Mark 416, Kansas City, KS on June 6, 2023.

Action: Received and filed. Copy previously forwarded to Legal.

4. TRAVEL REQUESTS:

Rodney Boston and P.J. Locke, PAL, travel to Fort Thompson, SD, July 11-14, 2023, to attend Therapeutic Sport for Youth Training, CBCR Grant and PAL Budget.

Sophia Hall, Community Corrections-Youth Services, travel to Kansas City, MO, August 7-15, 2023, to attend Cognitive Certification Training-Virtual, employee training and travel.

Action: Approved by Administrator's Office and received and filed.

5. CERTIFICATE OF INSURANCE/LIABILITY INSURANCE:

- Taqueria Hernandez Numero 1 LLC
- Schneitter Fireworks & Importing Co.
- Garda World Security Corporation, GardaWorld Cash Services Inc. (2)
- Luis Tree Service LLC
- Soccer Nation KC LLC
- JIVE TURKEY LLC
- VikingWest, d/b/a KC Dogs
- J & M Displays, Inc.
- Casabella Pyrotechnics LLC
- Seagreen Productions LLC
- YAMIS KITCHEN LLC

Action: Referred to License.

6. BUSINESS BONDS:

- Electrical Bonds:
  - Owens Electric LLC
  - Lane-Valente Industries Inc.
  - PEGC Inc., C/O Gary Price d/b/a PEGC
  - Bower Construction LLC d/b/a Bower Construction

- Mechanical/HVAC Bonds:
  - Jim’s Appliance, Heating & Cooling

- Plumber’s Bonds:
  - Bright Side Plumbing, LLC
  - W Vielhauer Plumbing LLC
  - PLUMB-TEK, LLC

- Rider Bonds:
  - H&H Electrical Service LLC

Action: Referred to License.

7. CONTINUATION CERTIFICATES:

- Plumbers Bonds:
  - Farr Mechanical LLC
  - R2 Plumbing

Action: Referred to License.

8. CANCELLATION NOTICE OF INSURANCE/BOND:

- Contractors License:
  - Comfort Kings

- Misc. Surety:
  - Mag-Tronics Industrial Inc.

Action: Referred to License.

9. SURETY RIDER:

- Electrical Bond:
  - H&H Electrical Service LLC

10. APPLICATION FOR CMB LICENSE (PKG):

- The Snackle Box LLC, Amanda Green, d/b/a The Snackle Box LLC, 4208 West Drive, Kansas City, KS 66109.

Action: Referred to License.

11. APPLICATIONS FOR CMB LICENSE (OP):

- Wyandotte County Fair Assoc., James Knetter, d/b/a Wyandotte County Fair, 13700 Polfer Road, Kansas City, KS 66109.

- The Snackle Box LLC, Amanda Green, d/b/a The Snackle Box LLC, 4208 West Drive, Kansas City, KS 66109.

Action: Referred to License.

Unified Government Clerk's Office
Brett A. Deichler, PMP/CPM
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
http://www.wycokck.org

Memorandum

To: David Johnston
County Administrator

From: Brett Deichler
UG Clerk

Date: July 13, 2023

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

tk

Weekly Business Material for July 6 - 13, 2023

1. **PERSONNEL ACTION COMMUNICATION, DATED July 6, 2023:**

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Taron J Batie	Parks/Rec	7/6/23	Rec Specialist
Jonathon R Boydston	Police	6/29/23	Patrol Officer
Matthew Fabac	Process Server	7/6/23	Process Server
Benjamin C Flowers	Police	6/29/23	Patrol Officer
Cody Grasmick	Police	7/6/23	Auxiliary Officer
Joseph M Harvey II	PW/Street	7/6/23	General Laborer
Kayli Hoffer	Comm Corr/Pretrial	7/6/23	ISO
Tamara D Jordan	Police/Comm	7/6/23	Public Safety Dispatcher
Jennifer Rogers	Delinquent Rev	7/6/23	Admin Supt Specialist
Darius J Russell	Police	7/6/23	Auxiliary Officer
Keatherann Sharp	Health	7/6/23	Health Outreach Worker
Steve Williams Sr	Mayor's Office	7/6/23	Exec Coordinator to Mayor
Keith Willis	Police	6/29/23	Patrol Officer
Ghao Z Xiong	Budget	7/6/23	Prof Fiscal Asst

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Cesar F Jasso	Sheriff	6/29/23	Deputy	Classification Tech
Shannon Clarke	Sheriff	7/6/23	Security Officer, Armed	Security Officer, Armed

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Julie E Bosley	Fire	7/1/23	Firefighter/Paramedic

Action: Received and filed. Copy previously forwarded to Payroll.

2. **PERSONNEL ACTION COMMUNICATION, DATED July 11, 2023:**

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Irene Caudillo	Mayor's Office	7/10/23	Chief of Staff
Michele Glimpse	Sheriff	7/6/23	Clerk

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Eileen G Bailey	Treasury	7/6/23	Fiscal Supt Spec	Fiscal Supt Asst
George E Showalter Jr	PW/B&L	6/20/23	Groundskeeper I	Caretaker
Ian Hayes	PW/WPC	7/6/23	Eng Supt Supervisor	Engineer/Prj Mgr I
Jeremy M Martin	Parks/Rec	7/6/23	Groundskeeper II	Groundskeeper III
Apollo R Hernandez	PW/Engineering	7/6/23	Sewer Maint Worker II	Engineer/Prj Mgr I
Cecil R Alvis	PW/WPC	7/6/23	Construction Worker II	Construction Worker III

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Ivan A Ornelas	Parks/Rec	6/26/23	Groundskeeper I
Linda G Bergman	Health	7/14/23	Environmental Scientist

Section IV – Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Casie Varriano	Police	6/22/23	Program Coordinator	Info Systems Analyst

Section V Other Requests

Name	Department/Division	Action Requested and Explanation
Zac Zimmerman	PW/WPC	certification pay WPC class IV efft 4/21/23

Action: Received and filed. Copy previously forwarded to Payroll.

3. **PERSONNEL ACTION COMMUNICATION, DATED July 13, 2023:**

Section I – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Yvette Miller	Comm Dev	4/20/23	Fiscal Officer	Fiscal Officer

Section II – Separations

Name	Department/Division	Eff. Date	Job Title
Kyle W Creten	PW/WPC	7/14/23	Construction Worker III

Section III – Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Vacant- PIN 0294	Legal	7/13/23	Admin Supt Supervisor	Prof Assistant
Vacant - PIN 6094	Comm Corr	7/12/23	Prof Prog Assistant	ISO

Section V Other Requests

Name	Department/Division	Action Requested and Explanation
Jennifer Allen-Caudle	Health	ACD code change efft. 7/1/23
John Boling	Health	ACD code change efft 7/1/23

Christina Casper	Health	ACD code change efft. 7/1/23
Betty Criss	Health	ACD code change efft 7/1/23
Crystal Doran	Health	ACD code change efft 7/1/23
Anjelicka Dorsey	Health	ACD code change efft. 7/1/23
Ericka Eiserer	Health	ACD code change efft 7/1/23
Sandra Escarsega	Health	ACD code change efft. 7/1/23
Erin Gaster	Health	ACD code change efft 7/1/23
Stacy Hurla	Health	ACD code change efft. 7/1/23
Lori Lanter	Health	ACD code change efft 7/1/23
Travis Lanter	Health	ACD code change efft 7/1/23
Ashley Lause	Health	ACD code change efft 7/1/23
Hannah Long	Health	ACD code change efft 7/1/23
Leslielisa Lopez	Health	ACD code change efft. 7/1/23
Olliea Jarrett	Health	ACD code change efft 7/1/23
Elvia McIntyre	Health	ACD code change efft 7/1/23
Uzoamaka Nwafor	Health	ACD code change efft 7/1/23
Ruth Ramos	Health	ACD code change efft 7/1/23
Rebecca Ravias-D'Amico	Health	ACD code change efft 7/1/23
Anastasia Roseberry	Health	ACD code change efft 7/1/23
Jovita Sanchez	Health	ACD code change efft 7/1/23
Lawrence Scales	Health	ACD code change efft 7/1/23
Michelle Smith	Health	ACD code change efft 7/1/23
Charlotte Square	Health	ACD code change efft. 7/1/23
Vacant 6417	Health	ACD code change efft 7/1/23
Vacant 6426	Health	ACD code change efft 7/1/23
Vacant 6406	Health	ACD code change efft 7/1/23

Action: Received and filed. Copy previously forwarded to Payroll.

4. **SUMMONS:**

William Dickerson vs. Unified Government of Wyandotte County/Kansas City, Kansas, Case No. 2-23CV-2263 (3)

Action: Received and filed. Copy previously forwarded to Legal.

5. **CLAIM FOR DAMAGES:**

Lindsay Taylor, 2516 S. 52nd St., alleging found $620 and turned it in and to date no one has claimed at the Courthouse Annex, on May 12.

Cierrhia Douglas by and through her attorney Darren Fulcher, related to injury from an uncovered manhole at 2046 N. 18th St.

Action: Received and filed. Copy previously forwarded to Legal.

6. **TRAVEL REQUESTS:**

Janae Robbins and Matthew Willard, Appraiser's Office, travel to Salt Lake City, UT, August 27 – August 31, 2023, to attend the 2023 IAAO Conference, Employee Training and Travel.

George Sims, KCKPD, travel to Columbia, IL, August 20 – August 25, 2023, to attend Ground Control/Knife Instructor Trainer, Employee Training and Travel.

Action: Approved by Administrator's Office and received and filed.

7. **APPLICATION FOR CMB TEMPORARY LICENSE:**

Lao Buddhist Association of Olathe, Outhong Phansiri dba Lao Buddhist Association of Olathe, 1315 N. 139th St. This temporary permit is for 7/15/2023 from 8:30 am. to 11:00 p.m.

Action: Referred to License.

8. **APPLICATION FOR MASSAGE THERAPIST LICENSE:**

Caitylyn Mapel dbw/ Talkenna Yoga & Massage, 8833 State Ave. Ste 2.

Action: Referred to License.

9. **APPLICATION FOR PRIVATE SECURITY BUSINESS:**

Inner Parish Security Corporation dba Inner Parish Security Corporation, 43222 Pecan Ridge Dr., Hammond, LA.

Brosnan Risk Consultants, LTD, dba Brosnan Risk Consultants, LTD, One Blue Hill Plaza, Suite 1538 14th Floor, Pearl River, NY.

Action: Referred to License.

Unified Government Clerk's Office

Brett A. Deichler, PMP/CPM
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
http://www.wycokck.org

Memorandum

To: David Johnston
County Administrator

From: Brett Deichler
UG Clerk

Date: July 20, 2023

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

BM

Weekly Business Material for July 14, 2023 – July 20, 2023

1. **PUBLIC NOTICE:**

- Alandon Tow Service, 6224 Kansas Ave, KCK 66111, held a public auto auction on July 6, 2023, at Alandon Tow Service.

Action: Received and filed.

1. **PERSONNEL ACTION COMMUNICATION, DATED July 6, 2023:**

Section I – Appointments

Name	Department/Division	Eff. Date	Job Title
Marcos Oropeza	NRC	6/22/23	Building Inspector I

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Fernando J. Cacique	Parks/Rec	7/20/23	Groundkeeper I	Groundkeeper II

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Linda Hendrix	Sheriff	7/26/23	Manager

Action: Received and filed. Copy previously forwarded to Payroll.

2. **CLAIM FOR DAMAGES:**

Cynthia McKay, 2122 Bristow St., alleging damage to personal vehicle located at the residence.

Action: Received and filed. Copy previously forwarded to Legal.

3. **CERTIFICATE OF INSURANCE/LIABILITY INSURANCE:**

- Pride Amusements of Missouri, Inc. d/b/a Pride Amusements
- Inner Parish Security Corporation
- Schneitter Fireworks & Importing Co.

Action: Referred to License.

8. APPLICATION FOR DRINK EST./PUBLIC VENUE

- G & J Entertainment Inc, Jecenia Salazar, d/b/a G & J Entertainment Inc, 4929 State Ave, Kansas City, KS 66102.
- Hoops LLC, Jessy Haworth, d/b/a To the Hoop Bar & Grill, 7912 State Ave, Kansas City, KS 66112.
- Apple Central KC LLC, Rick Rehorn, d/b/a Applebee's Neighborhood Grill & Bar #79003, 3404 Rainbow Blvd., Kansas City, KS 66103.
- Apple Central KC LLC, Rick Rehorn, d/b/a Applebee's Neighborhood Grill & Bar #79011, 1700 Village West Pkwy., Kansas City, KS 66109.
- Granite City Kansas LLC/Adam Lehr – LLC Manager, William Hutton, d/b/a Granite City Food & Brewery, 1701 Village West Pkwy, Kansas City, KS 66111.

Action: Referred to License.

9. APPLICATIONS FOR CATERER/DRINK EST/HOTEL:

- Brain Freeze LLC, William Hutton, d/b/a Brain Freeze, Wyandotte County Fair, 13700 Polfer Rd, Kansas City, KS 66109.

Action: Referred to License.

10. APPLICATIONS FOR PVT. CLUB CLASS B:

- Charles Martynowicz, d/b/a Strawberry South Club, 48 S 7th Street, Kansas City, KS 66101.

11. APPLICATIONS FOR. MASSAGE THERAPIST LICENSE:

- Mason Finley, d/b/with: TalKenna yoga & Massage, 8833 State Ave. Ste 2, Kansas City, KS 66112.

12. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

- Garda CL Southwest, Inc., d/b/a Garda CL Southwest, Inc., 1740 North Reynolds, Kansas City, MO 64120.

- Securitas Security Services USA, Inc., d/b/a Securitas Security Services USA, Inc., 8330 Ward Pkwy. Ste 220, Kansas City, MO 64114.

Action: Referred to License.

Staff Request for Commission Action

Tracking No. 212627

Full Commission Meeting Date: 8.17.23
Committee: Economic Development & Finance

Date of Standing Committee Action: 8.14.23 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/11/2023	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description: Adoption of a resolution authorizing the execution of a purchase agreement for property owned by the Unified Government and transferred to Kansas City, Kansas Community College for their downtown campus. The two pieces of property are located at 600 State Avenue and 645 Nebraska Avenue.
Action Requested: Approve resolution.
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Reso for Purchase Agreement with KCKCC, KCKCC Draft Purchase Agreement_clean

RESOLUTION NO. R-______________

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH THE KANSAS CITY, KANSAS COMMUNITY COLLEGE FOR ITS DOWNTOWN CAMPUS

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") is the legal owner of that certain real estate, at or about 600 State Avenue and 645 Nebraska Avenue, in Kansas City, Kansas, all 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 ("KCKCC") desires to purchase and acquire all of 600 State Avenue and 645 Nebraska Avenue, together with any other properties such as alleyways that may be owned by the Unified Government within the real estate bounded by Nebraska to the North, 7th Street to the West, State Avenue to the South and 6th Street to the East as depicted on Exhibit A; and;

WHEREAS, the Unified Government, KCKCC, and its partners understand the importance of preserving continuity of services related to the delivery and serving of food at the Willa Gill Center, and KCKCC will contractually commit to preserve access to food delivery and food service at the Willa Gill Center to include dedicated space for parking during construction of the Kansas City, Kansas Community Education, Health, and Wellness Center (the "Downtown Campus"); as more fully set forth below; 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 645 Nebraska Avenue, together with any other properties such as alleyways that may be owned by the Unified Government within the real estate bounded by Nebraska to the North, 7th Street to the West, State Avenue to the South and 6th Street to the East as depicted on Exhibit A, 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 any purchase agreement executed by the Unified Government shall contain a clause in which KCKCC agrees to lease back to the Unified Government the Willa Gill Center and its grounds and parking areas. The lease agreement shall be designed to allow for the use of the Willa Gill Center by Mt. Carmel Redevelopment Corporation, Inc., and Hot Lunch Service, Inc. on substantially the same basis as it is being used prior to the execution of the lease agreement. The term of the lease agreement will be for an indefinite amount of time to provide the Unified Government the time needed to find a new location in which to provide the services currently being provided in the Willa Gill Center and to transfer those services to the new location. The lease agreement shall provide for enough parking spaces to daily accommodate the number of staff and clients using the center prior to the adoption of this resolution. The lease agreement will further provide that KCKCC will assume the future maintenance expenses of the Unified Government as identified in the current lease agreement with Mt. Carmel Redevelopment Corporation, Inc. and the license agreement with Hot Lunch Services, Inc. while operating substantially the same services as offered in the Willa Gill Center during the term of the lease.

Section 3. That any purchase agreement executed by the Unified Government shall contain a clause in which KCKCC will contractually commit to preserve access to food delivery and food service at the Willa Gill Center to include dedicated space for parking during construction of the Downtown Campus. The agreement shall further provide that KCKCC will notify Mt. Carmel Redevelopment Corporation, Inc and Hot Lunch Service, Inc. at least seven (7) days in advance of any changes in location of access or parking and of any temporary blockage to access or unavailability of parking that may be necessary for construction of the Downtown Campus, and will work with Mt. Carmel Redevelopment Corporation, Inc and Hot Lunch Service, Inc., its construction crews and subcontractors to facilitate food delivery alternatives to insure continuity of food delivery and food service and minimal disruption.

Section 4. That any purchase agreement executed by the Unified Government shall contain a clause in which KCKCC agrees to grant the Unified Government a first chance of refusal should 600 State Avenue and 645 Nebraska Avenue remain undeveloped and KCKCC seeks to sell either or both of those properties. The clause would expire on a date that is twenty-five years after the execution of the purchase agreement.

Section 5. 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 terms 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 6. 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

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of this _____ day of ______________, 2023 (the "Effective Date") by and between THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation, ("Unified Government" or "Seller") and KANSAS CITY KANSAS COMMUNITY COLLEGE, a Kansas community college ("KCKCC" or "Buyer").

WITNESSETH:

WHEREAS, the Unified Government is the owner of certain real property, commonly known as 600 State Avenue and 645 Nebraska Avenue, in Kansas City, Kansas, all as depicted on and legally described in Exhibit A, attached hereto and incorporated herein by reference (collectively referred to as the "Property"); and

WHEREAS, Buyer desires to purchase from Seller the Property hereinafter described on the terms and conditions hereinafter more fully set out.

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

Section 1 – Definitions

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

(b) "Closing Period" shall mean 30 (thirty) days after the end of the Due Diligence Period, or as extended by mutual agreement of the parties.

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

(d) "Due Diligence Period" shall mean ____________days after the Effective Date, or as extended by mutual agreement of the parties.

Section 2 - Property

2.1 Subject to the terms and provisions of this Agreement, the Unified Government agrees to convey to KCKCC: (i) the Property, together with all improvements thereon and all appurtenances, rights, permits, privileges, licenses, easements, alleyways, rights of way incident thereto and any other interests of any kind; and (ii) to the extent assignable, all right, title and interest of Seller in any plans, building permits, surveys and certificates of occupancy relating to the Property, and all licenses, permits and warranties relating to the ownership, occupancy and operation thereof (the "Personalty"). Consideration for all of the above items shall be included as the Purchase Price. The legal description of the Property shall be confirmed by the Title Company (as defined below) and modified to correct any errors in the same if necessary. Exhibit A shall be deemed to be automatically revised with the legal description(s) set forth in the Title Commitment and the Survey (each as defined below).

<u>Section 3 – Purchase Price</u>

3.1 The Purchase Price for the Property shall be ten dollars and zero cents ($10.00) (the "Purchase Price") and shall be paid in full on the Closing Date. The parties agree that payment of the Purchase Price is adequate consideration for the purchase of the Property.

<u>Section 4 – Willa Gill Center</u>

4.1 Buyer agrees to lease back to Seller the Willa Gill Center and its grounds and parking areas. The lease agreement shall be designed to allow for the use of the Willa Gill Center by Mt. Carmel Redevelopment Corporation, Inc. and Hot Lunch Service, Inc. on substantially the same basis and as it is being used prior to the execution of the lease agreement. The term of the lease agreement will be for an indefinite amount of time to provide the Unified Government the time needed to find a new location in which to provide the services currently being provided in the Willa Gill Center and to transfer those services to the new location. The lease agreement shall provide for enough parking spaces to daily accommodate the number of staff and clients using the center prior to the conveyance of the Property to Buyer. The lease agreement will further provide that KCKCC will assume the future maintenance expenses of the Unified Government as identified in the current lease agreement with Mt. Carmel Redevelopment Corporation, Inc. and the license agreement with Hot Lunch Services, Inc. while operating substantially the same services as offered in the Willa Gill Center during the term of the lease.

4.2 Buyer agrees to preserve access to food delivery and food service at the Willa Gill Center to include dedicated space for parking during construction of the Downtown Campus. Buyer will notify Mt. Carmel Redevelopment Corporation, Inc. and Hot Lunch Service, Inc at least seven (7) days in advance of any changes in location of access or parking and of any temporary blockage to access or unavailability of parking that may be necessary for construction of the Downtown Campus, and will work with Mt. Carmel Redevelopment Corporation, Inc. and Hot Lunch Service, Inc., its construction crews and subcontractors to facilitate food delivery alternatives to insure continuity of food delivery and food service and minimal disruption.

<u>Section 5 - Buyer's Right to Inspect the Property</u>

5.1 Buyer and its authorized representatives shall have the right, for a period of thirty (30) days from execution of this Agreement (the "Due Diligence Period"), to enter upon the Property to make test borings, drainage tests, surveys, engineering and architectural studies, to perform site inspections of any improvements including structural, HVAC, roof, electrical, plumbing, mechanical, and parking plan, and for other purposes commensurate with ascertaining the suitability of the Property for Buyer's purposes. Such test and studies may be invasive, and Buyer agrees to return the Property to its previous condition should this transaction fail to close.

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

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

5.4 Seller hereby advises Buyer that Seller has not received any notice or communication of any possible violation of any environmental law with respect to the Property, and Seller neither knows of nor suspects any such violation. Seller further agrees to provide to Buyer any environmental surveys or related documents in their possession or to which they have access, within thirty (30) days of the Effective Date of this Agreement. To the best of Seller's knowledge, there is no underground oil storage facility located on the Property, and there are no deposits of hazardous substances or oil products stored on the Property.

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

Section 6 – Closing Date

6.1 The Closing Date shall be no later than 30 (thirty) days after the expiration of the Due Diligence Period, unless extended by mutual agreement of the parties. The Buyer shall have the right to designate the Closing Date upon seven (7) days written notice to Seller.

Section 7 - Title to Property

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

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

7.3 Seller shall convey the Property to Buyer by General Warranty Deed (the "Deed").

Section 8 - Taxes and Assessments

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

Section 9 - Escrow Agent and Escrow Instructions

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

Section 10 - Closing and Escrow Charges; Closing Documents

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

10.2 Each party shall bear its own legal costs and expenses. All other costs of Closing shall be borne by Buyer, including but not limited to, (i) real estate taxes due (Seller represents that there are no real estate taxes due or owing on the property); (ii) closing costs and escrow fees; (iii) the cost of recording the Deed; (iv) the cost of the Owner's Policy; (v) the cost of any Survey; and (vi) any costs of the title examination and Title Commitment.

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

Section 11 – Right of First Refusal

11.1. Buyer agrees to grant to Seller for a period of twenty-five (25) years after the execution of this Agreement, a first chance of refusal to purchase the Property back from Seller at the same purchase price as provided for in this Agreement should the Property remain undeveloped and Buyer seeks to sell the Property.

Section 12- Representations and Warranties of Seller

12.1 Seller represents and warrants to Buyer as follows:

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

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

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

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

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

(vi) Ability of Seller to perform. Seller has good and marketable title to the Property, and there are no lawsuits or other proceedings currently pending, contemplated, or threatened by or against the Seller or the Property that would affect the ownership, future development, ability to finance or enjoyment of any of the Property, or which would result in delays in the Buyer's proposed development of the Property.

(vii) Hazardous substances. Seller (including Seller's employees, agents, contractors, representatives, and invitees) has not generated, released, stored, disposed of, dumped, flushed or in any way introduced on to the Property oil, hazardous material, hazardous waste or hazardous substances (hereinafter collectively called "Hazardous Substances") as those terms are defined by any applicable federal, state or local law, rule or regulation (hereinafter referred to as "Applicable Environmental Laws"), and Seller has not received notice and is not otherwise aware of any incident which would have required the filing of notice or notification pursuant to any Applicable Environmental Laws applicable to the Property;

(viii) No violations. There are no violations of any governmental laws, ordinances, rules, regulations or orders concerning the Property that relate to environmental, hazardous waste, safety, health, zoning, conservation, wetlands, or zoning matters;

(ix) Rights of third parties. No person or entity has any right of first refusal or option to acquire the Property; and

(x) Private restrictions. There are not any non-monetary private restrictions affecting the Property that would hinder the development of the Property.

Section 13 - Representations and Warranties of Buyer

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

(i) Organization. Buyer is a Kansas community college existing pursuant to K.S.A. 71-201, et seq.

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

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

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

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

<u>Section 14 – Indemnity and Responsibility</u>

14.1 Buyer agrees to accept the Property in its current condition and to the extent allowed by law further agrees to indemnify, defend and hold Seller harmless from all claims, loss, injury or damage arising on the Property during the inspection process arising from the conduct of the Buyer and the Buyer's agents, contractors, and representatives.

<u>Section 15 – Reservations, Easements and Access</u>

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

<u>Section 16 - Notices</u>

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

To Seller:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Room 323
Kansas City, Kansas 66101
Telephone: (913) 573-5010
Facsimile: (913) 573-5020

<u>with a copy to Seller's attorney</u>:

Chief Counsel

Legal Department
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7^{th}
Kansas City, KS 66101
Phone: 913-573-5060
Facsimile: 913-573-5243

And to Buyer at:

Dr. Greg Mosier, President
Kansas City Kansas Community College
7250 State Avenue
Kansas City, KS 66112
E-mail: gmosier@kckcc.edu

Phone: 913-288-7123

All notices given by fax or e-mail (if followed by United States mail within one (1) business day) or personal delivered shall be deemed duly given one (1) business day after they are so delivered. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner set forth above.

Section 17 - Casualty; Condemnation

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

Section 18 – Default

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

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

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

(c) Buyer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against Buyer in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Buyer generally is not paying its debts as such debts become due; or Buyer makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Buyer and such appointment is not dismissed within sixty (60) days;

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

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

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

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

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

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

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

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

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

Section 19 -- Miscellaneous

19.1 Assignment. Buyer shall not assign its rights and interests hereunder without the express written approval of Seller. Seller shall have the first right of refusal to purchase the Property should Buyer choose to assign its rights and interests under this Agreement. If Seller determines it will not purchase the Property, then Seller will not unreasonably withhold its approval of the Buyer's assignment of Buyer's right and interest.

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

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

19.4 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of Seller to make timely approvals with regard to the Improvements (if applicable), war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

19.5 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land.

19.6 Provisions Surviving Closing. All provisions of this Agreement shall survive Closing.

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

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

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

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

19.11 Mandatory Contractual Provisions. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

19.12 Governing Law. This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Section 20 - Conditions precedent to Buyer's performance.
Buyer shall not be obligated to perform under this Agreement unless each of the following conditions shall have been fulfilled at Closing:

(a) Seller shall have timely performed its obligations under this Agreement in all material respects.

(b) As of the Closing Date, Seller's representations and warranties shall be true, correct and complete in all material respects.

(c) Seller has satisfied each of the conditions and obligations imposed on the Seller as set forth in this Option Contract for Real Estate Purchase Agreement.

(d) The Property, consisting of land, shall be in the same condition as it is now, and specifically not subject to erosion, fire, flooding, sinkholes, or any other changes in the condition of the Property (on or below the surface).

(e) No suit shall be pending before any court, agency, regulatory or other body in which it will be or is sought to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

Section 21 - Assumption of liabilities.
Buyer assumes none of Seller's liabilities, including, without limitation, (i) any obligations payable to parties related to Seller, and (ii) any liability of Seller for payments related to the Property and for goods and services rendered with respect to the Property.

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

Unified Government:

By: ___________________________

Name: David W. Johnston

Title: County Administrator

STATE OF ___________________)
) SS.
COUNTY OF ________________)

This instrument was acknowledged before me on ______________________, 2023, by David W. Johnston as County Administrator 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:

____

Kansas City, Kansas Community College:

By: ___________________________

Name: Dr. Greg Mosier

Title: President

STATE OF ___________________)
) SS.
COUNTY OF _________________)

This instrument was acknowledged before me on ______________________, 2023, by Dr, Greg Mosier, as President of Kansas City, Kansas Community College.

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

My commission expires:

____

EXHIBIT A

Property Legal Description

Staff Request for Commission Action

Tracking No. 212639

Full Commission Meeting Date: 8.17.23
Committee: Economic Development & Finance

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/14/2023	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description:
Resolution approving the intent of the UG to issue Industrial Revenue Bonds in the aggregate amount not to exceed $250,000,000 to finance the costs of acquiring, constructing, and equipping commercial and recreational facilities for the benefit of the American Royal Association and its successors and assigns (Sales Tax Exemption Only), submitted by Jeff Conway, Assistant Counsel.

Action Requested:
Fast-track to the Full Commission on August 17, 2023.

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

Attachments List:
Resolution of Intent - American Royal (UG)-c, Letter to the American Royal Association-c, American Royal

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 AMOUNT NOT TO EXCEED $250,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL AND RECREATIONAL FACILITIES FOR THE BENEFIT OF THE AMERICAN ROYAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

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

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

WHEREAS, American Royal Association, a Missouri not-for-profit corporation (the "Company"), has submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Issuer finance the cost of acquiring, constructing and equipping commercial and recreational facilities consisting of approximately 1 million square feet of indoor and outdoor arena space, barn, education center, office, shop and storage space, and associated site work and infrastructure improvements, all as more fully described in the Application and approved final development plans (the "Project") through the issuance of its industrial revenue bonds in the principal amount not to exceed $250,000,000 (the "Bonds"), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed $250,000,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

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

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be approximately located in the vicinity of 118th Street and State Avenue, all as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed $250,000,000, to be issued pursuant to the Act.

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

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Issuer, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with all applicable codes, laws and regulations, including without limitation the Issuer's policies relating to the issuance of industrial revenue bonds and all building, zoning, and related codes applicable to the Project; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

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

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

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

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

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

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

Section 10. Termination of Resolution. This Resolution shall terminate on March 31, 2024 unless (i) an amended and restated development agreement (or a substantive amendment to the current development agreement) (a "Development Agreement") between the Issuer and Company has been approved by the Governing Body of the Issuer, (ii) a third-party feasibility study relating to the Company's request for the issuance of sales tax revenue (STAR) bonds for the Project has been completed; and (c) a STAR bond project plan for the Project has been adopted by the Issuer. The Issuer, upon the written request of the Company, may extend this time period.

Thereafter, this Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project or as otherwise set forth in the Development Agreement. The Issuer, upon the written request of the Company, may extend this time period.

In the event this Resolution is terminated before the issuance of the Bonds as provided above, unless an amendment to this Resolution or a new resolution is adopted by the Issuer's Governing Body within thirty (30) days following the date of such termination, the Company shall repay any sales tax actually exempted for the Project using the project exemption certificate issued as a result of this Resolution upon the expiration of such thirty (30) day period, and the Company will no longer be entitled to utilize the sales tax exemption certificate relating to the Bonds and the Project.

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

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

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

[Balance of page intentionally left blank]

ADOPTED this ___day of __________, 2023.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:______________________________________
Mayor/CEO

[SEAL]

ATTEST:

____
Clerk

APPROVED AS TO FORM:

____
Office of Chief Counsel

[Unified Government Letterhead]

August ____, 2023

American Royal Association
Attn: Executive Director
1701 American Royal Court
Kansas City, Missouri 64102

Re: Agreements re: Conditions for Resolution of Intent (the "ROI") to Issue not-to-exceed $250,000,000 of Industrial Revenue Bonds in Connection with the American Royal Project (the "Project")

Ladies and Gentlemen:

In connection with your request for the UG to approve the ROI, a copy of which is attached hereto as Exhibit A, for the Project before we have fully negotiated and approved amendments to the STAR Bond Project Plan and the American Royal Development Agreement executed on November 2, 2017 (as amended, the "Development Agreement"), we have agreed that approval of the ROI will be subject to each of the following conditions:

1. Immediately following any approval of the ROI, the UG and Developer will work expeditiously and in good faith to execute and deliver an amended and restated development agreement or a substantive amendment to the current Development Agreement (the "Amendment"). If such Amendment is not executed and delivered on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated. The UG's Commission retains sole discretion of the approval of any such Amendment.

2. Immediately following any approval of the ROI, Developer will work expeditiously with the Kansas Department of Commerce to procure and pay for a feasibility study for the Project (the "Feasibility Study"). If such Feasibility Study is not finalized and delivered on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated.

3. Immediately following any approval of the ROI, the UG and Developer will work expeditiously and in good faith to execute and deliver a new STAR Bond Project Plan or a substantive amendment to the current STAR Bond Project Plan (the "Project Plan"). If such Project Plan is not approved by the UG's Commission, in its sole discretion, on or before March 31, 2024 (unless Developer requests and the UG agrees to an extension of such deadline), then the ROI shall be automatically terminated. The UG's Commission retains sole discretion of the approval of any such Project Plan.

In addition, promptly following approval of the ROI, of the UG and Developer will work expeditiously and in good faith to execute and deliver an amendment to the UG Cost Funding Agreement dated as of February 28, 2017, as amended by that certain First Amendment to UG Cost Funding Agreement dated as of October 10, 2018 (the "Funding Agreement") reconciling funding previously provided by the Developer under the Funding Agreement and, if necessary, providing additional funding to work on all of the conditions referenced above.

By counter-signing in the space provided below, the Developer is acknowledging and agreeing to all of the conditions described herein and as set forth in the ROI.

Very Truly Yours,

David Johnston
County Administrator

ACKNOWLEDGED AND AGREED:

AMERICAN ROYAL ASSOCIATION, a Missouri non-profit corporation

Name: ___________________________________

Title: ____________________________________

Date: ____________________________________

AMERICAN ROYAL ON THE RISE

AMERICAN ROYAL KANSAS CITY

Purpose	We **exist to champion food and agriculture.**
Mission	Our mission is **to be the Nation's leader for food and agriculture education, events, and engagement.**
Vision	Our vision is a world where **food and agriculture are celebrated, and all generations are committed to its future.**

AMERICAN ROYAL
KANSAS CITY

Guiding Principles

We Believe In...

... Agrarian Values

... Inspiring Leaders

... The Impact of Agriculture

... Personal Growth through Competition

... Fun and Celebration

We Are...

... Food and Agriculture Leaders

... A Catalyst for Innovation

... A Trusted Resource

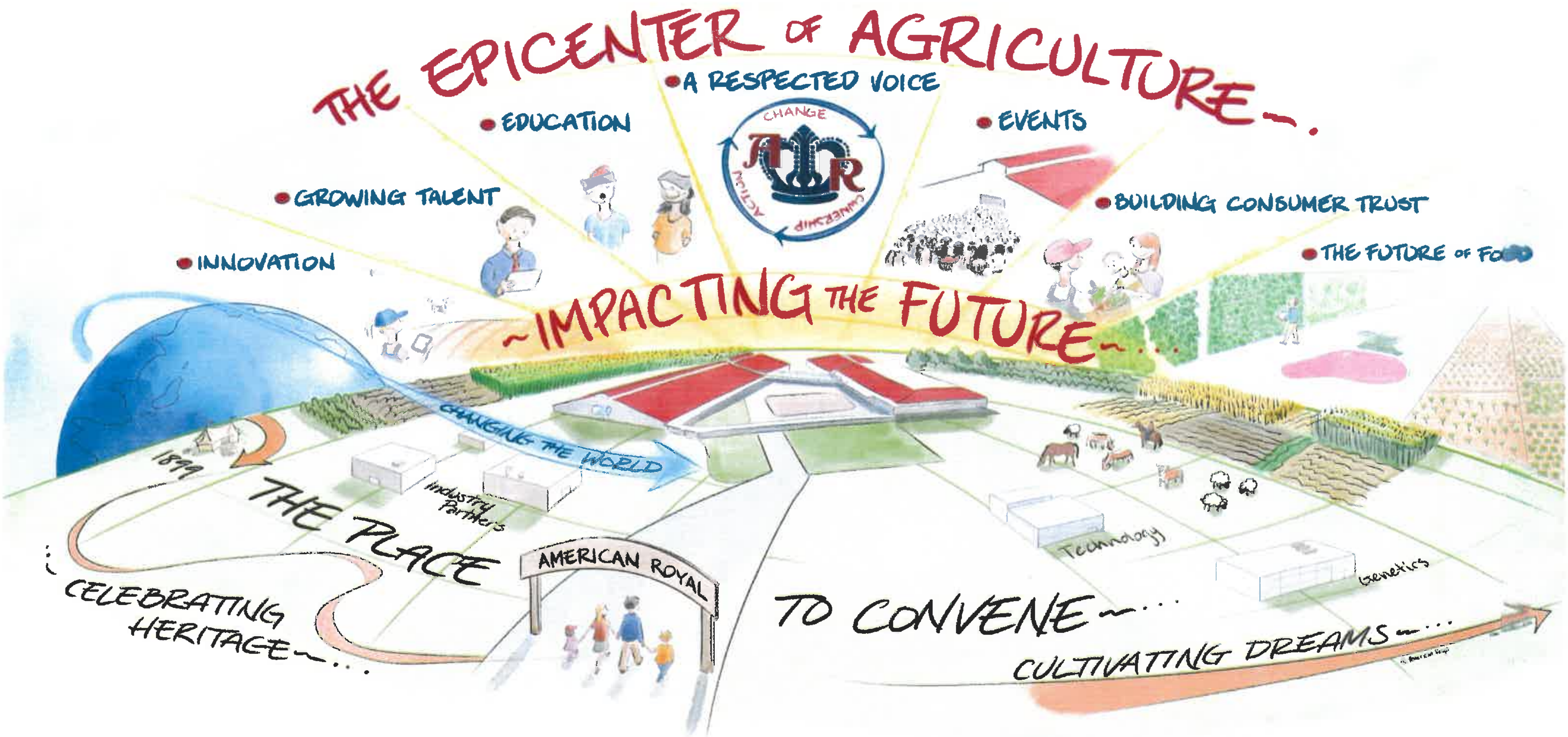
... Conveners and Collaborators

... A Valued Partner

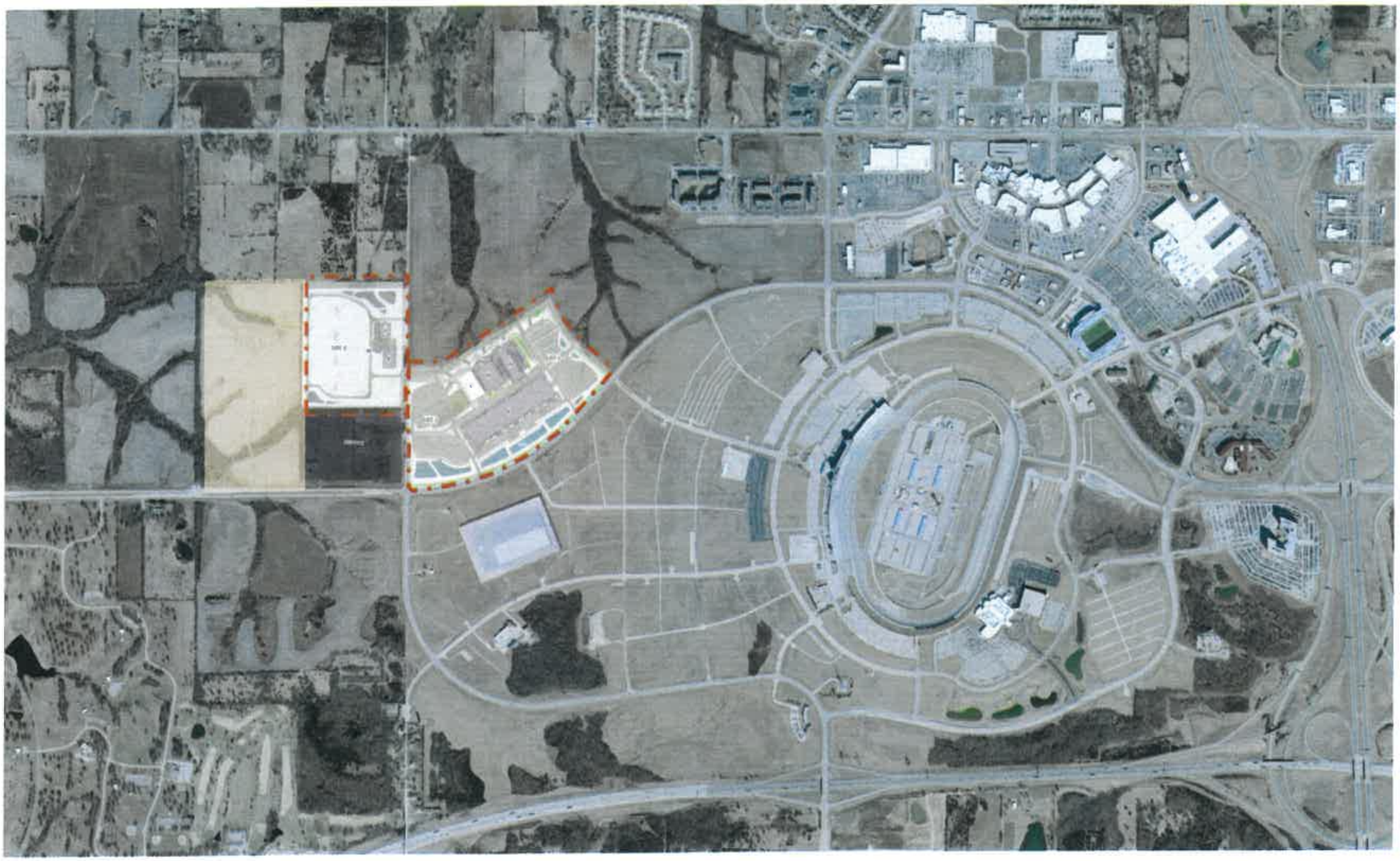
Strategic Objectives

- Produce High-Quality Agricultural Events and Experiences
- Deliver Agricultural Discovery, Learning and Engagement
- Inspire and Develop Talent for Food and Agriculture
- Build the Nation's Premier Agriculture Event, Entertainment and Engagement Campus
- Lead and Influence Food and Agriculture
- Be a High-Performance Organization

- Annual Meeting/Volunteer Appreciation ....March 2
- Backyard BBQ..........March 24-25
- Hunter/Jumper Horse Show..........April 13-16
- Tablesteaks..........April 20
- Youth Rodeo..........May 1-3
- Spring Field Trip..........May 2-3
- ProRodeo..........May 4-6
- UMB BBQ ....May 12-13
- BBQ Sauce Contest..........May 16
- BBQ Rub Contest..........May 18
- Leadership Summit..........June 20
- Royal Showcase - Youth & Open Horse Show..........Aug. 5-6
- Cutting Horse Show..........Aug. 25-27
- Arabian Horse Show..........Sept. 2-3
- Quarter Horse Show ....Sept. 7-10
- Sporting Clays Challenge ....Sept. 21
- World Series of Barbecue®..........Sept. 27-Oct. 1
- Livestock Show..........Oct. 4-22
- Junior Premium Livestock Auction..........Oct. 14
- 4-H/FFA Livestock Judging..........Oct. 15
- Collegiate Meats Judging..........Oct. 15
- Collegiate Livestock Judging..........Oct. 16
- 4-H Meats Judging..........Oct. 17-18
- Fall Field Trip..........Oct. 19-20
- BOTAR Ball..........Oct. 28
- UPHA National Championship Horse Show..........Nov. 6-11
- Crops Contest..........Nov. 13-14
- Uptown Hoedown..........Dec. 2
- Holiday Pop-Up Bar..........Dec. 7-16


THE EPICENTER OF AGRICULTURE~.
A RESPECTED VOICE
EDUCATION
EVENTS
GROWING TALENT
BUILDING CONSUMER TRUST
INNOVATION
THE FUTURE OF FOOD
CHANGE
ACTION
OWNERSHIP
~IMPACTING THE FUTURE~...
CHANGING THE WORLD
1899
THE PLACE
Industry Partners
AMERICAN ROYAL
Technology
Genetics
CELEBRATING HERITAGE~...
TO CONVENE~...
CULTIVATING DREAMS~...

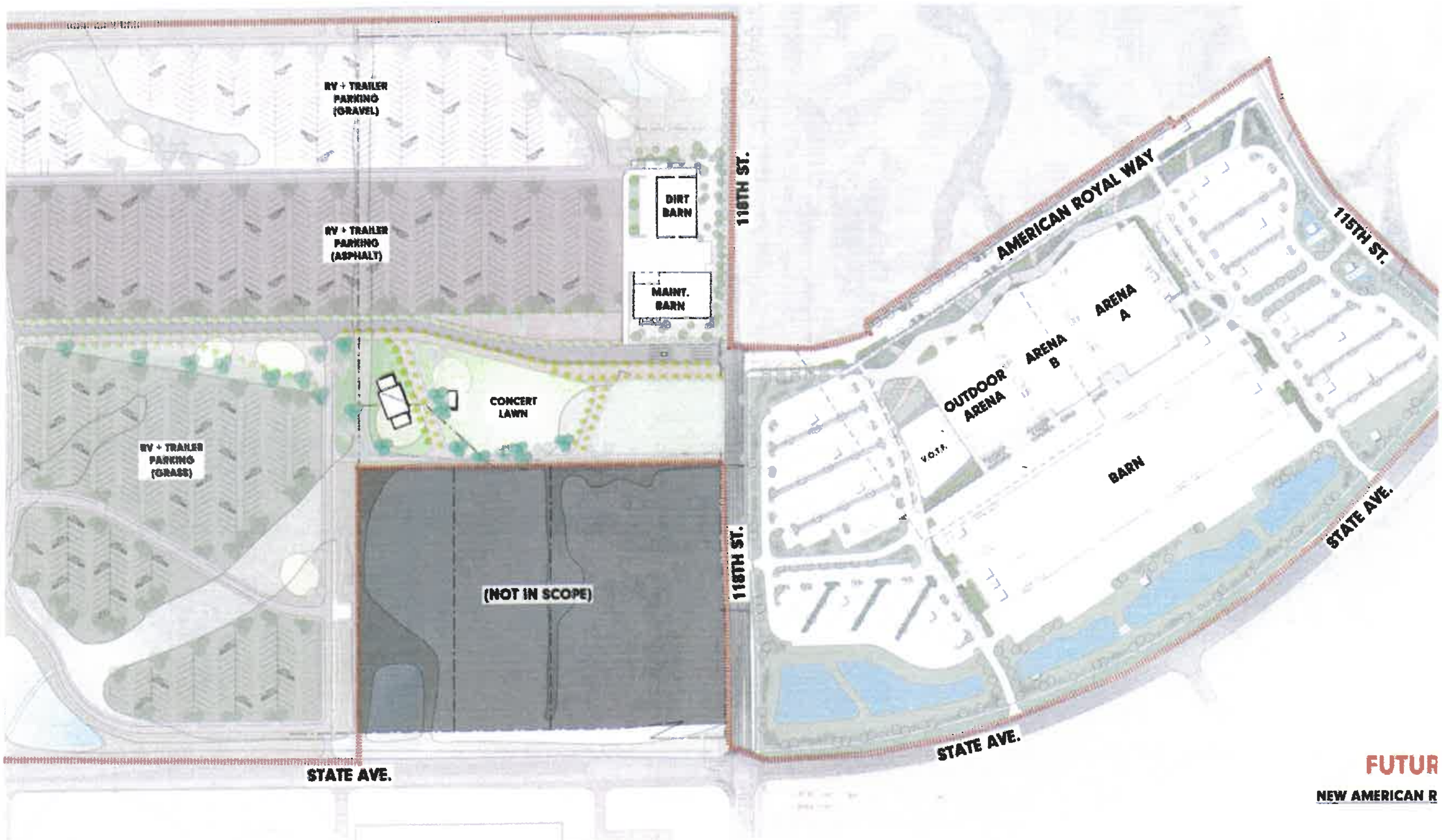
Location Map



American Royal 02.21.23

multistudio

Site Plan – Future Phase

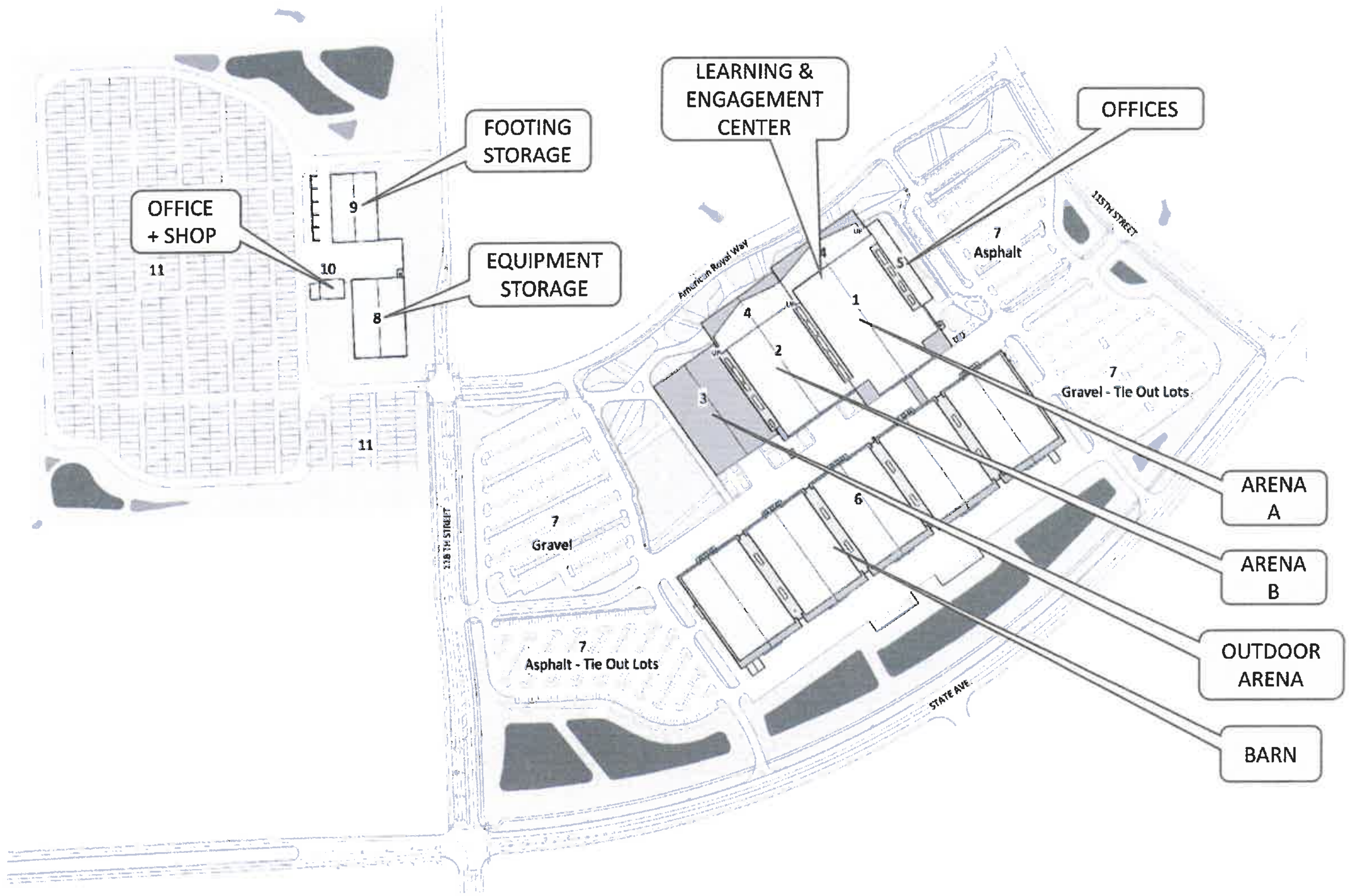


FUTUR

NEW AMERICAN R

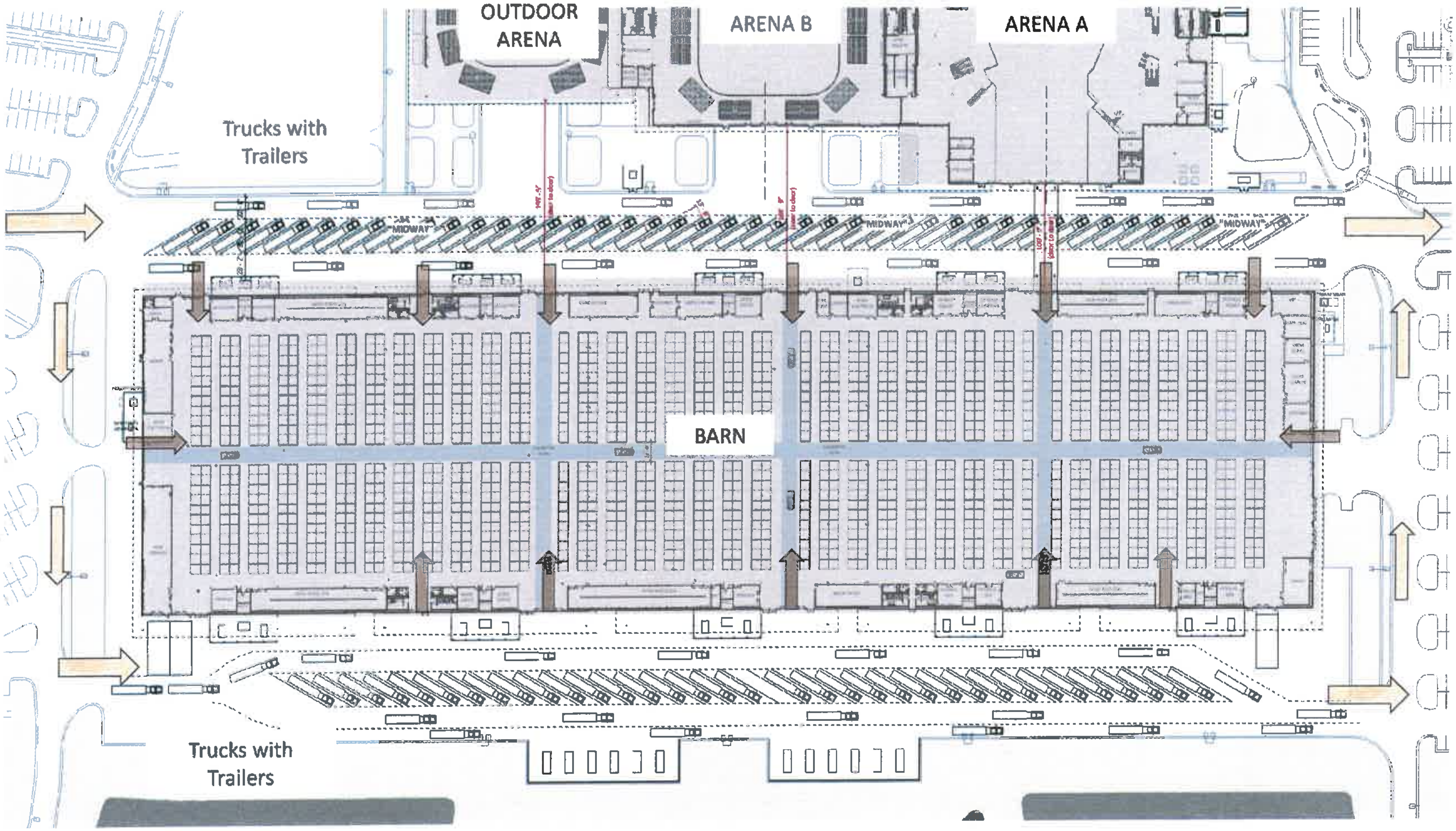
multistudio

Site Plan



multistudio

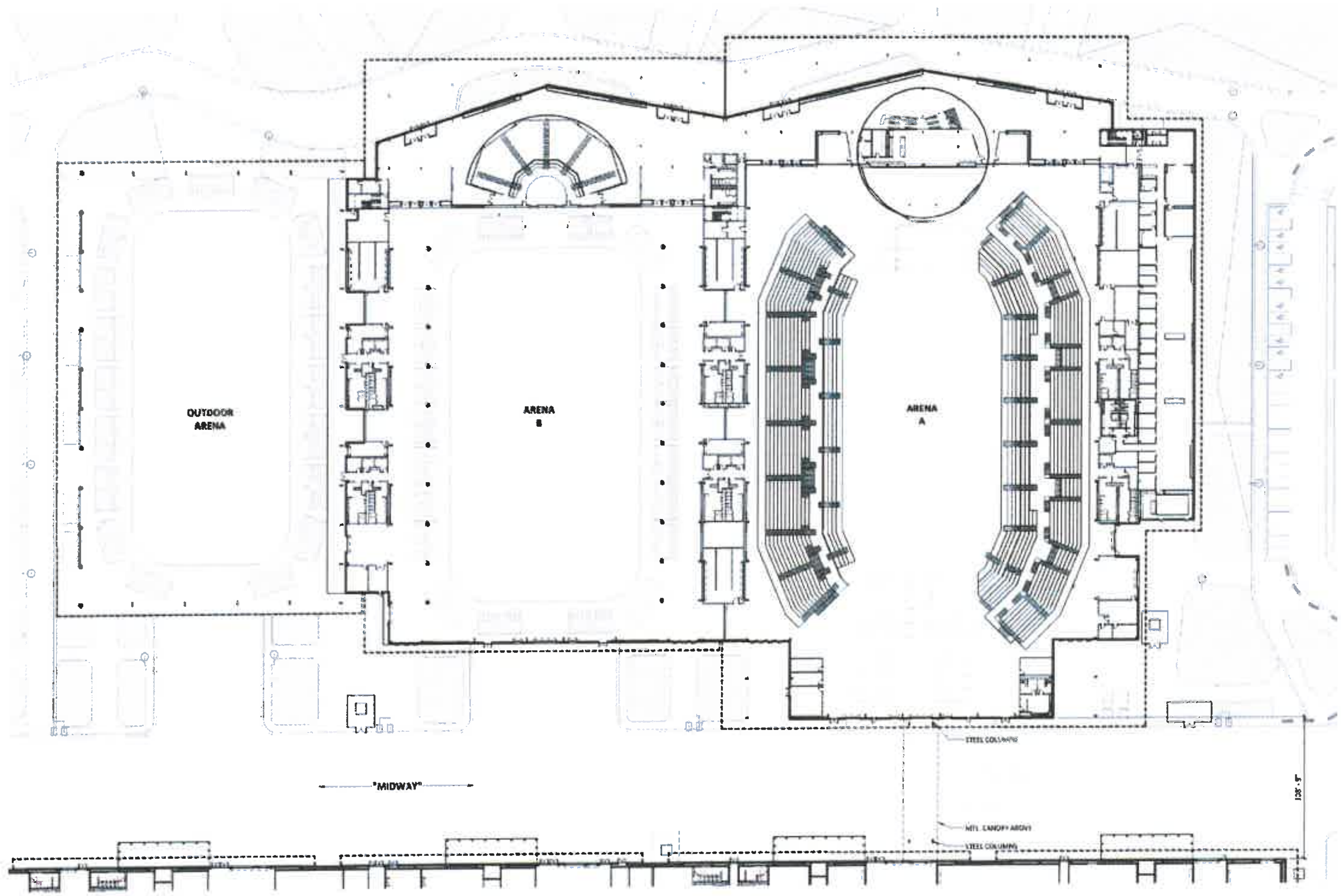
Loading/ Unloading Plan



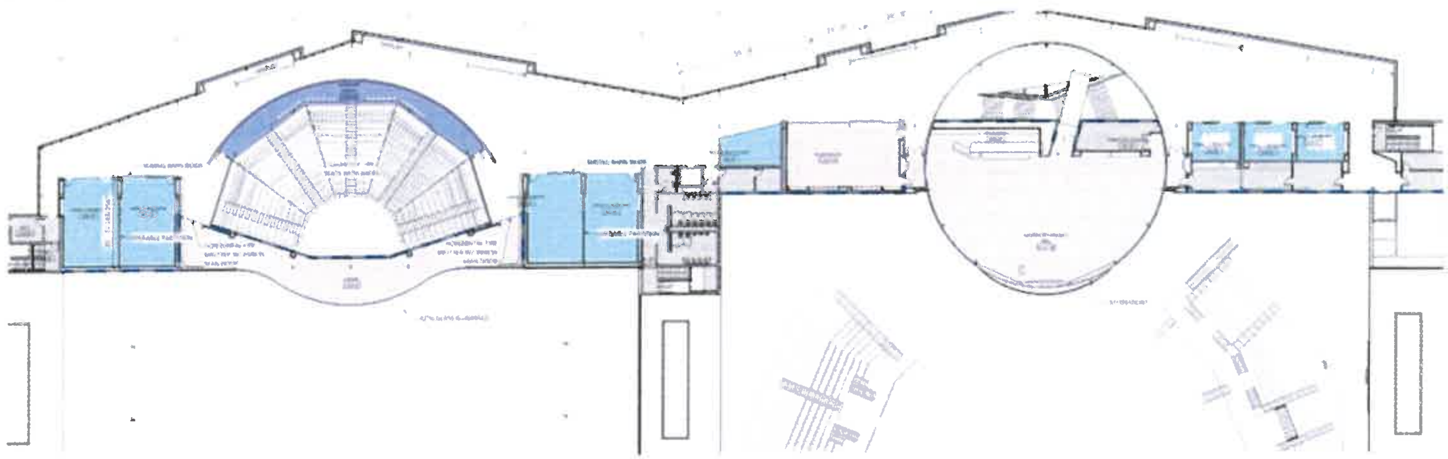
American Royal 02.21.23

multistudio

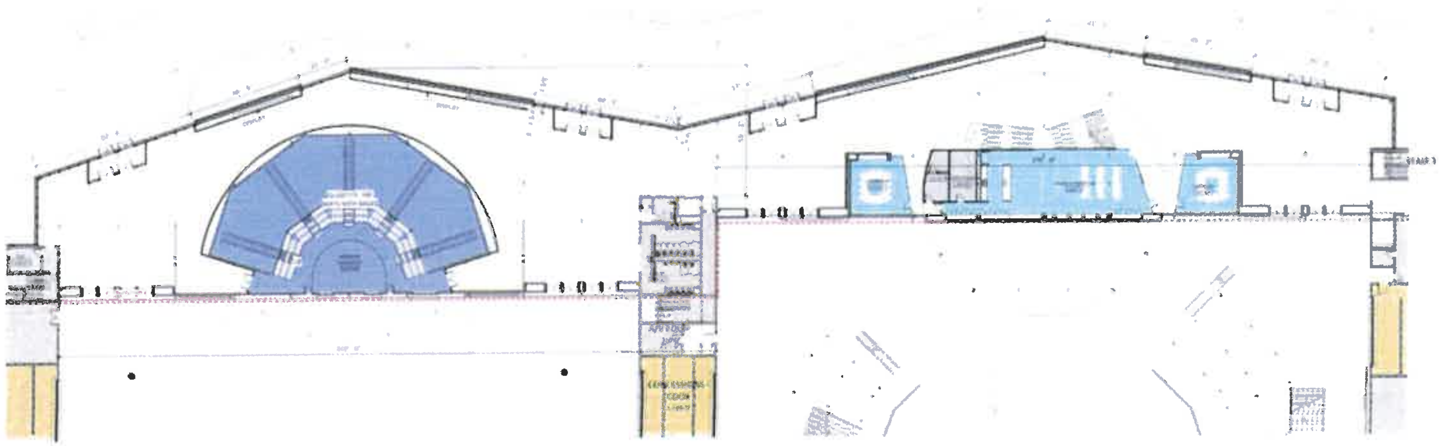
Arena Plans


OUTDOOR ARENA
ARENA B
ARENA A
"MIDWAY"
STEEL COLUMNS
MTL CANOPY ABOVE
STEEL COLUMNS
135'-5"

Education Center



ır Plan - Education Center Level 2



multistudio

AN EDUCATIONAL EXPERIENCE

- A place for **everyone** – people of **all ages** with **backgrounds in agriculture and those without**
- Visitors will learn **everywhere they look** and **around every corner - One Million** Square Feet of indoor and outdoor educational space
- Designed For All Audiences – for the **intentional** audiences and **unintentional** learners

Expand overall events season to be year-round

American Royal branded food & agriculture events and competitions

- **Livestock:**
  - Spring Jackpot Show/Winter Classic Show
  - Genetics Marketplace
  - Junior Board Congress
  - Pen Shows
  - Dairy Show
  - Special Needs Student Competitions
- **Equine:**
  - Free Clinics to Teach Youth Riding
  - Farrier Contest
  - Rodeo Tailgate Party to City-Wide Kentucky Derby Event
  - Draft Horse Show
  - Trick Riding Competition
  - Open Western Show
  - Western Heritage Week

Rodeo:
- Youth Camp/Clinic
- Ranch Rodeo
- Collegiate Rodeo

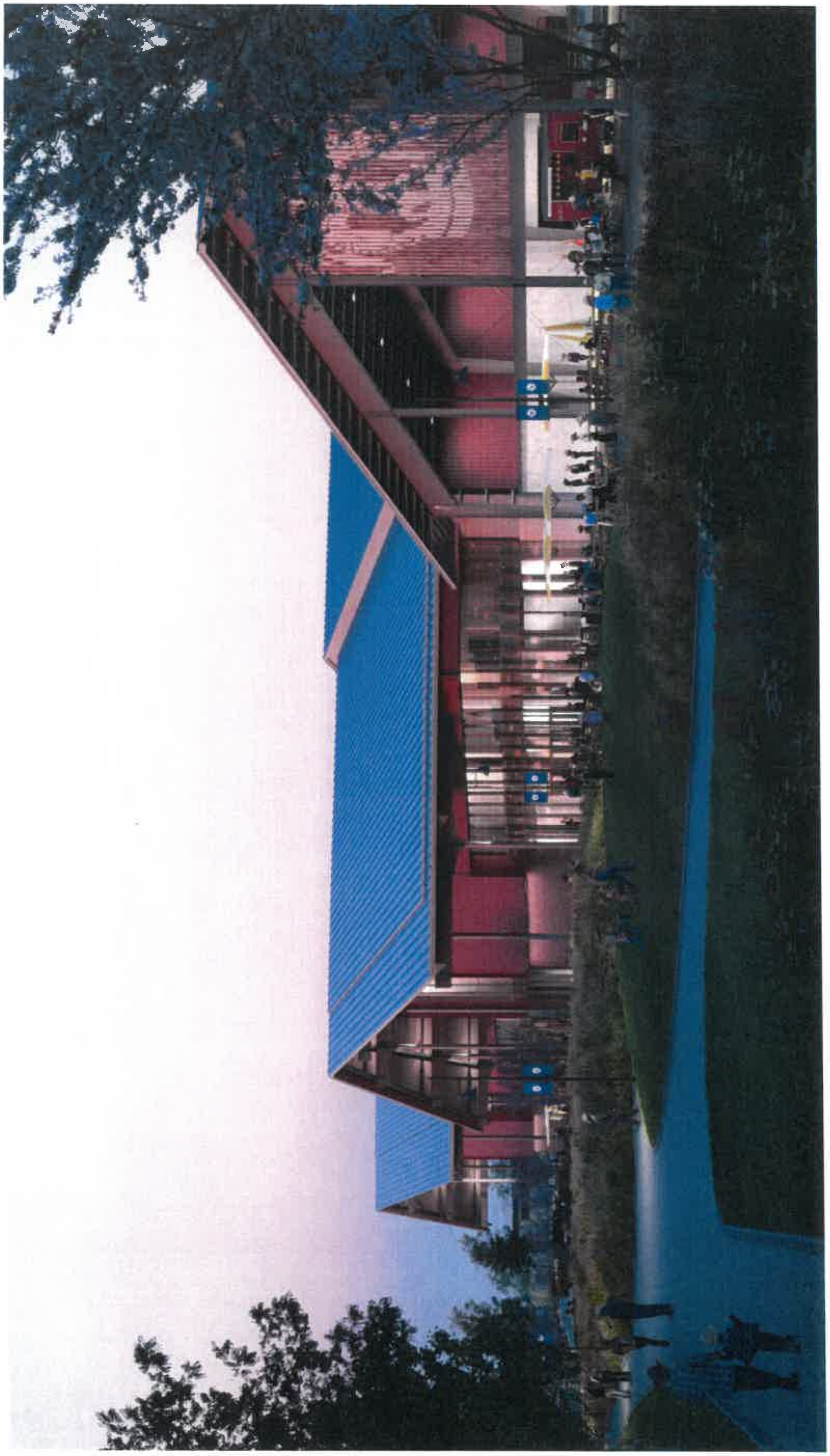
BBQ:
- Collegiate/High School Competition
- Steak Competition
- Culinary Contests

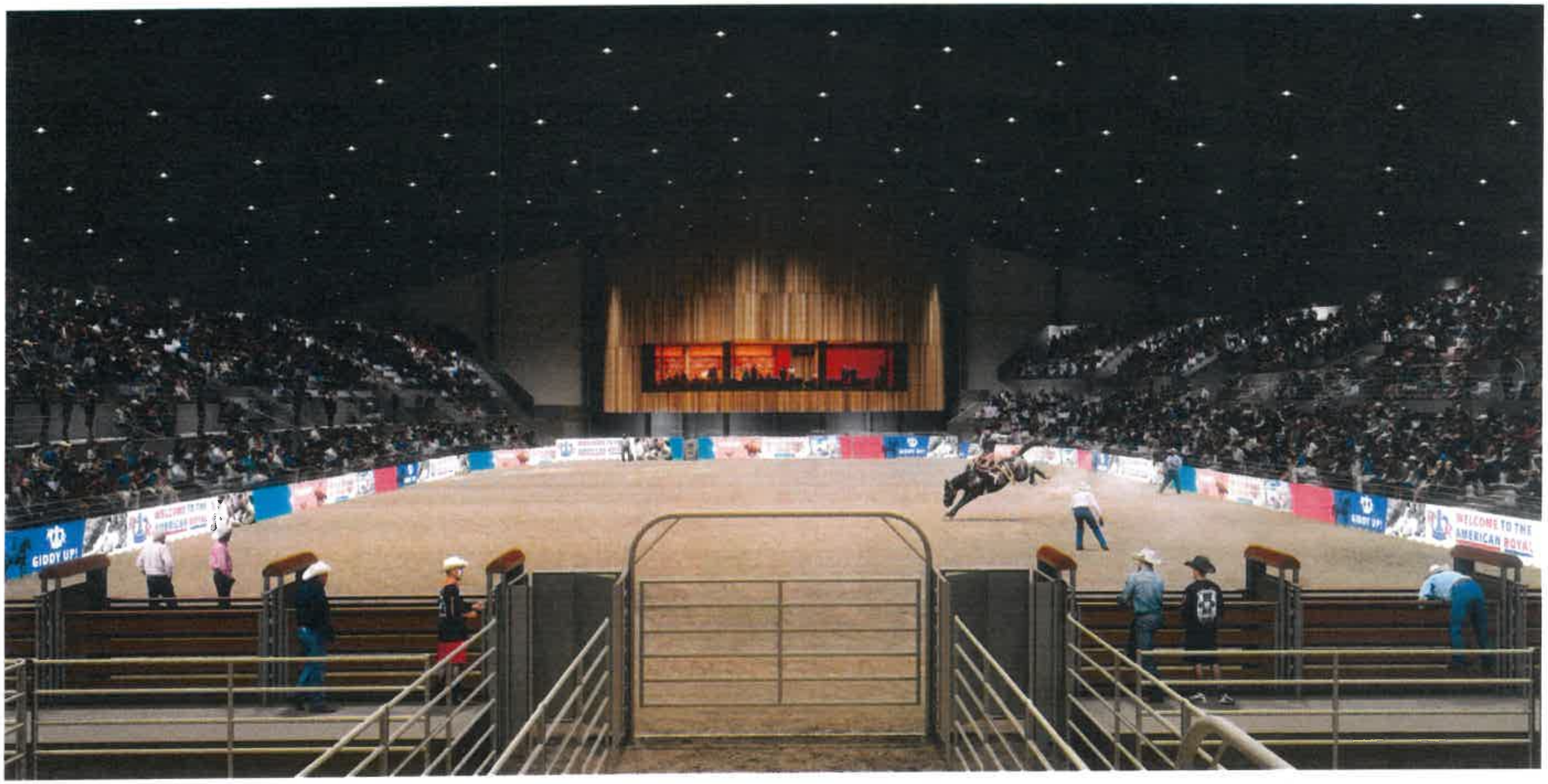
Food:
- Food/Chef Competitions
- American Culinary Experience at The American Royal
- Food Truck Competition
- Celebrity Cook Off
- Beer/Wine/Liquor Events and Tastings

Education:
- Ag Educator Events
- Youth Leadership Training
- Virtual Urban Educator Education
- Consumer Ag/Food Education

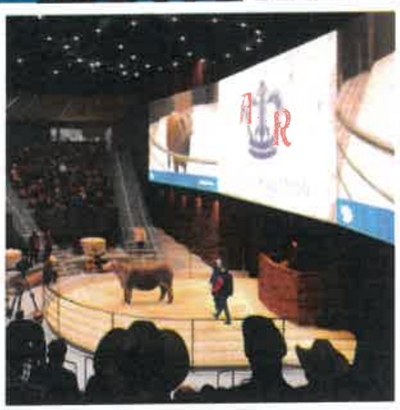
An Events Destination

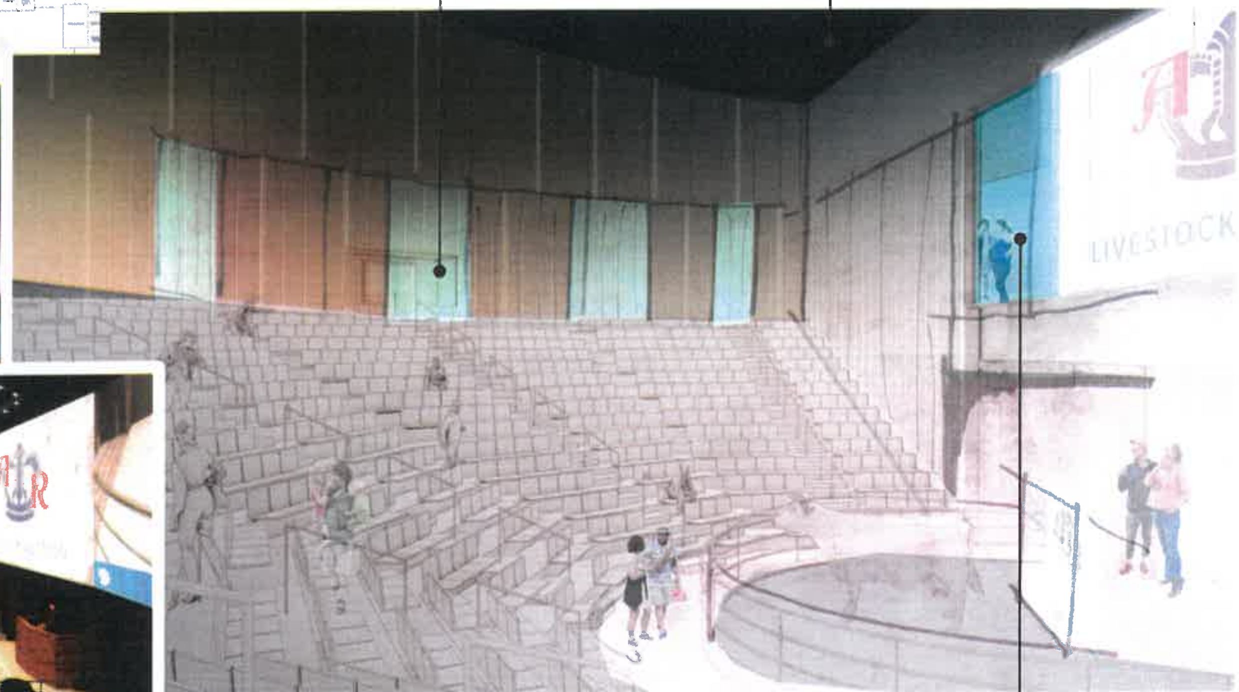
- A facility that will allow us to generate a local, national and global excitement for the American Royal
- Ability and desire to host a variety of events:
  - National and World Championships
  - Junior National Events
  - Consumer Trade Shows
  - Conferences & Symposiums
  - Sporting Events
  - Corporate Events
  - And much more...
- Nearly 100 events have already reached out




GIDDY UP!
WELCOME TO THE AMERICAN ROYAL
GIDDY UP!
WELCOME TO THE AMERICAN ROYAL

Interior Sketch – Auditorium / Wagstaff






AMERICAN ROYAL

THANK
YOU

Staff Request for Commission Action

Tracking No. 212638

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: Yes

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/14/2023	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description:
Adoption of a resolution to set a public hearing on creating the Community Improvement District (CID), levying sales tax, imposing special assessments, and issuing the CID bonds, known as the Homefield Community. The public hearing is set for September 14, 2023, submitted by Jeff Conway, Assistant Counsel.

Action Requested:

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

Attachments List:
Resolution - CID Public Hearing - Homefield (UG), CID Petition - Spring 2023 (89140635v8)-c, Homefield.Waiver of Assessment Proceedings.GM Signature.MC Notary.08072023-c

(Published in ***The Wyandotte Echo*** on August 24 and August 31, 2023)

RESOLUTION NO. R-______-23

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO BE KNOWN AS THE HOMEFIELD COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE UNIFIED GOVERNMENT'S INTENT TO LEVY COMMUNITY IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS AND SALES TAX WITHIN SUCH DISTRICT AND ISSUE SPECIAL OBLIGATION BONDS.

WHEREAS, K.S.A. 12-6a26 *et. seq*. (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy community improvement district special assessments and a sales tax upon property within the district and issue special obligation bonds to finance projects; and

WHEREAS, a petition dated August 7, 2023 (the "Petition") was filed with the Unified Government Clerk proposing the creation of the Homefield Community Improvement District (the "CID") under the Act, the imposition of a 2.0% sales tax (as described herein, the "CID Sales Tax") and certain special assessments (as described herein, the "CID Special Assessments"), and the issuance of special obligation bonds (the "CID Bonds") in order to pay the costs of projects as described herein and in the Petition (collectively, the "Projects"); and

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

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") intends to consider creation of the CID, levying the CID Sales Tax, imposing the CID Special Assessments, and issuing the CID Bonds as requested in the Petition; and

WHEREAS, the Unified Government Board of Commissioners hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects, levying the CID Sales Tax, imposing the CID Special Assessments, and issuing the CID Bonds pursuant to the authority of the Act and further to provide for the giving of notice of said hearing in the manner required by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS, AS FOLLOWS:

SECTION 1. **Petition**. The Board of Commissioners of the Unified Government (the "Governing Body") hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. **Public Hearing**. It is hereby authorized, ordered, and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects set forth in Petition, and whether to levy the CID Sales Tax, impose the CID Special Assessments, and issue the CID Bonds, such public hearing to be held on **September 14, 2023, at 7:00 p.m.**, or as soon therafter as the matter can be heard, in the Commission Chambers, at the lobby level of the Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, under the authority of the Act.

SECTION 3. Proposed Projects. The general nature of 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 Unified Government's 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.

SECTION 4. Estimated Cost. The estimated total costs of the Projects are $344,700,000. The proceeds from the CID Sales Tax and CID Special Assessments available to reimburse costs of the Projects 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 CID Special Assessments for reimbursement of any and all costs of the Projects (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.

SECTION 5. Method of Financing; CID Bonds. It is proposed that the Projects be financed through a combination of private equity, private debt, and CID financing (including the CID Sales Tax and the CID Special Assessments), either as pay-as-you-go financing or through the issuance of special obligation bonds, both as defined in the Act, such CID Bonds to be repaid by a pledge of the revenues received by the Unified Government from the CID Sales Tax and/or the CID Special Assessments.

SECTION 6. Proposed CID Special Assessments. It is proposed that the Projects be financed in part through the levy of the CID Special Assessments on certain property within the boundaries of the CID as set forth below and in **Exhibit C**, 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 escalating at 2.00% annually, not to exceed the CID Cap (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 the CID Cap (plus bond financing costs, bond issuance-related fees, and applicable bond reserves).
- Area E: $0.

SECTION 7. Proposed CID Sales Tax. It is proposed that the Projects be financed in part through the levying of a 2.0% CID 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 Governing Body, and to continue for a maximum term of twenty-two (22) years.

SECTION 8. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

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

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

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS 17TH DAY OF AUGUST, 2023.

(SEAL)

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

Approved as to Form:

____
Unified Government Legal Department

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED
HOMEFIELD COMMUNITY IMPROVEMENT DISTRICT

The following property located in Wyandotte County, Kansas City, Kansas:

<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:

AREA D:

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:

AREA E:

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 B

MAP OF PROPOSED HOMEFIELD COMMUNITY IMPROVEMENT DISTRICT

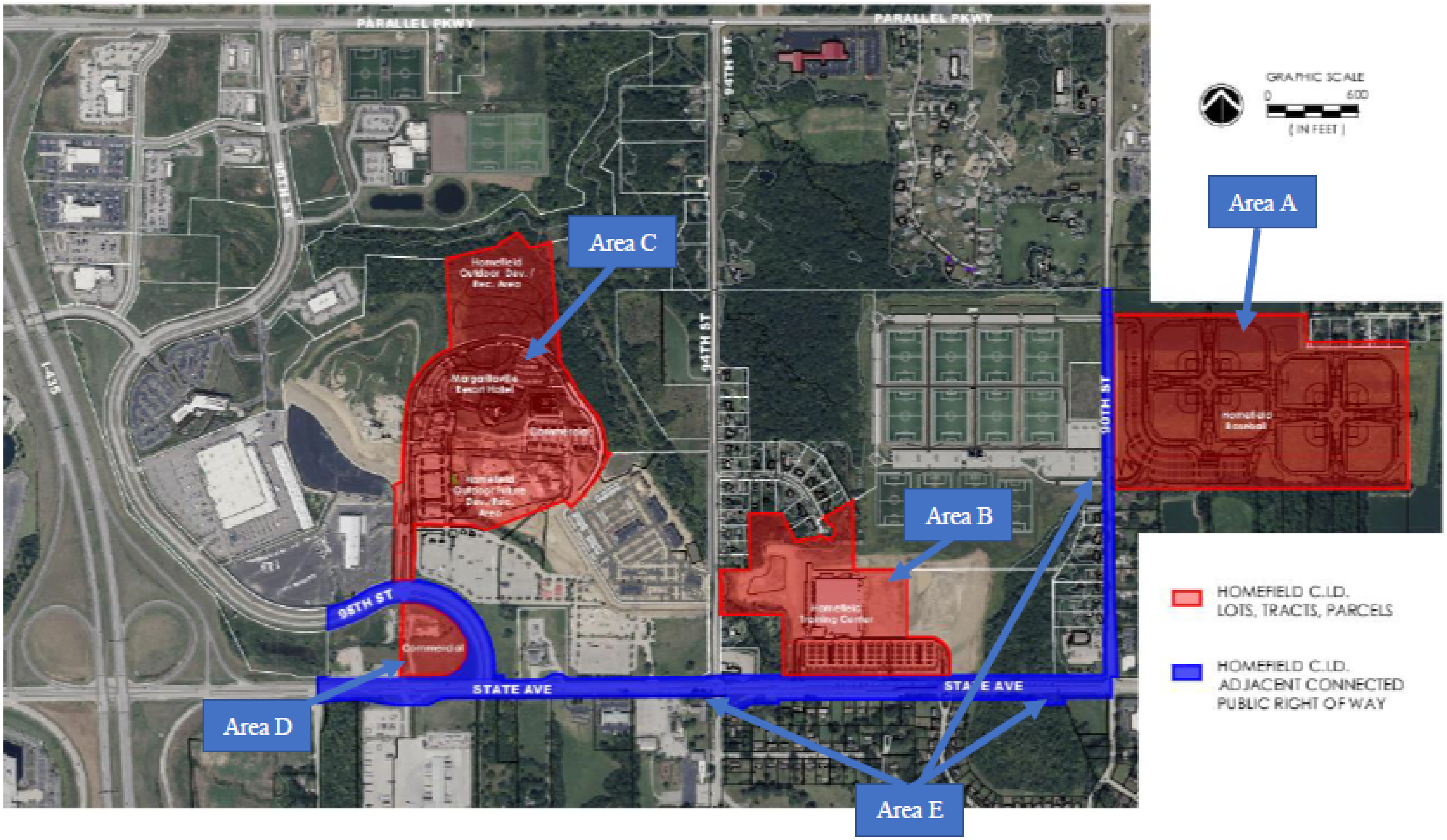


EXHIBIT C
PROPOSED CID SPECIAL ASSESSMENTS

The aggregate amount of CID Special Assessments to be levied against the properties within the CID 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 the CID Cap (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 map and legal descriptions of parcels identified in **Exhibit A** and **B** of this Resolution.

PETITION
FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT

HOMEFIELD

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

August 7, 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 $344,700,000. 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 escalating at 2.00% annually, not to exceed the CID Cap (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 the CID Cap (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 PROJECTS.

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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:

<u>Property owned within District:</u>

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

<u>Maximum Special Assessment Amount:</u> $0

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

<u>Maximum Special Assessment Amount:</u> The sum of $43.70 per occupied hotel room night + $2.91 per arena admission ticket sold, not to exceed the CID Cap (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)

<u>Maximum Special Assessment Amount:</u> $2.91 per museum admission ticket sold, not to exceed the CID Cap (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, Authorized Signatory

<u>ACKNOWLEDGMENT</u>

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 7th day of August, 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 Authorized Signatory 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:

11.14.2024

Melanie C. Cross
Notary Public in and for said County and State
Print Name: Melanie C. Cross

MELANIE C. CROSS
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 16656718
My Commission Expires Nov 14, 2024

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, Authorized Signatory

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 7th day of August, 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 Authorized Signatory 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:
11.14.2024

Melanie C. Cross
Notary Public in and for said County and State
Print Name: Melanie C. Cross

MELANIE C. CROSS
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 16656718
My Commission Expires Nov 14, 2024

EXHIBIT A

MAP OF DISTRICT

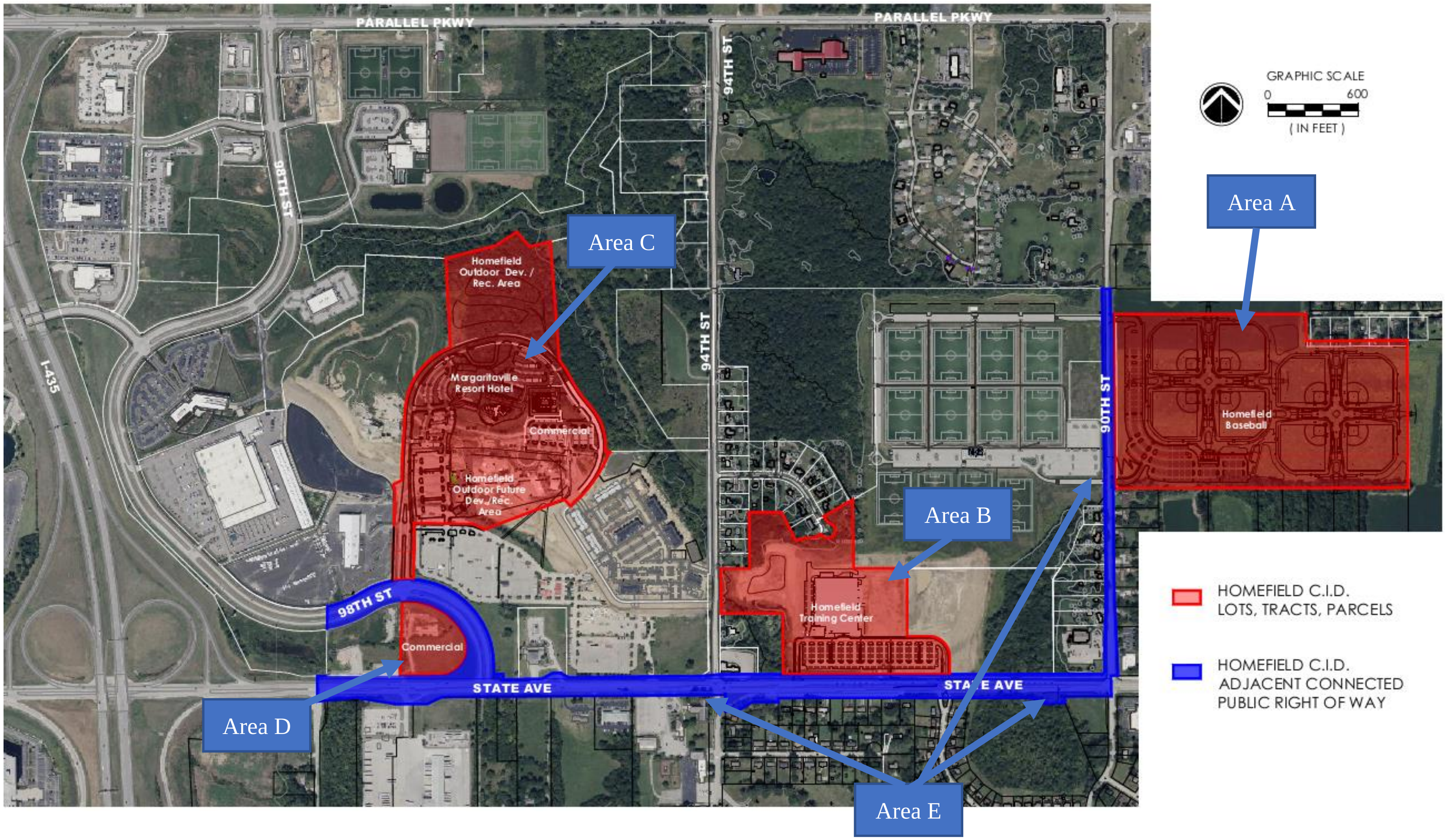

EXHIBIT B

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:

AREA E:

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 the CID Cap (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 dated August 7, 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 $43.70 per occupied hotel room night + $2.91 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: $2.91 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, Authorized Signatory

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 7th day of August, 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 Authorized Signatory 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:
11.14.2024

____
Notary Public in and for said County and State
Print Name: Melanie C. Cross

MELANIE C. CROSS
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 16656718
My Commission Expires Nov 14, 2024

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, Authorized Signatory

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 7th day of August, 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 Authorized Signatory 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.

Melanie C. Cross
Notary Public in and for said County and State
Print Name: Melanie C. Cross

My Commission Expires:

11.14.2024

MELANIE C. CROSS
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 16656718
My Commission Expires Nov 14, 2024

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

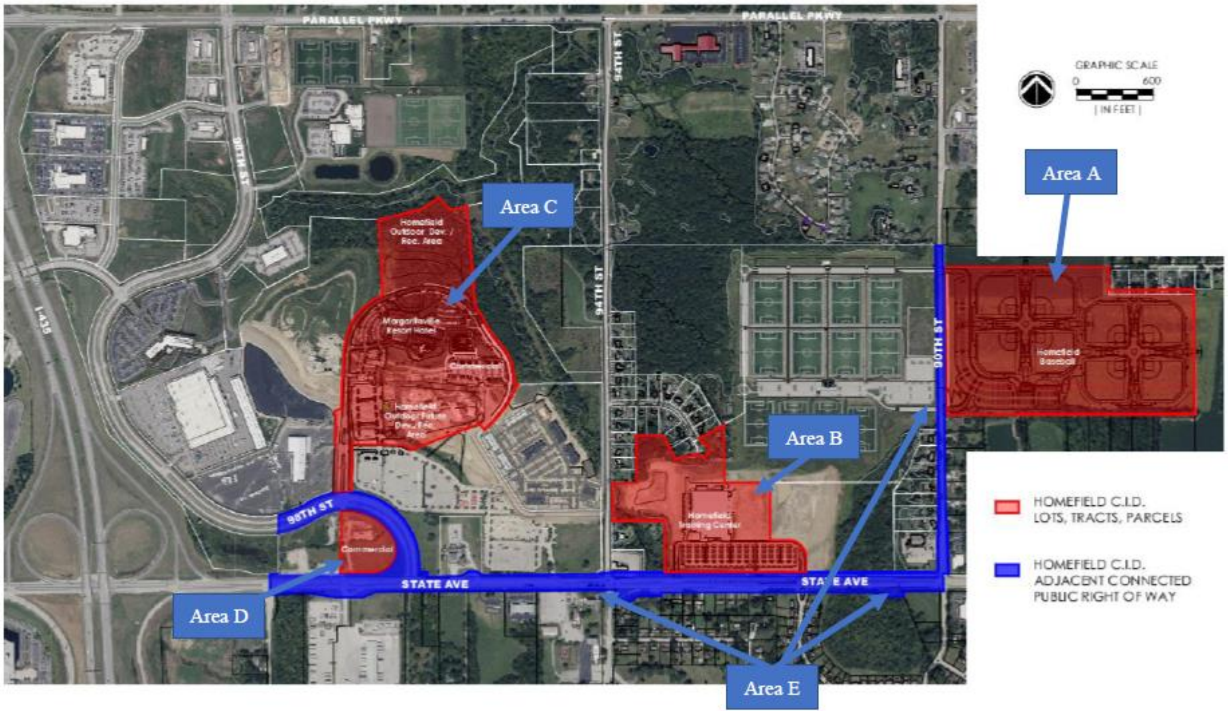

EXHIBIT C
SPECIAL ASSESSMENTS

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. 212637

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
08/14/2023	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description:

The National Association of Clean Water Agencies (NACWA) represents the interests of publicly owned wastewater treatment facilities, collection systems, and stormwater management agencies before the United States Congress, several Federal agencies, and in the courts. Each year, NACWA recognizes the commitment, innovation, and achievements of individuals and public agencies in the clean water community through Annual Award Programs. Proudly, Water Pollution Control was awarded with (4) four awards. Kaw Point & Plant 14, Platinum Awards for 5+ years of compliance, and Plant 3 & Wolcott for Gold Awards for 1-year of compliance, submitted by Jeff Fisher, Public Works Director.

For information only

Action Requested:

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

Attachments List: