



Full Commission Special Meeting Agenda

Thursday, April 11, 2024
5:00 PM

Location: Hybrid

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

Please click this URL to join. <https://us02web.zoom.us/j/85007463070>

Or One tap mobile:

+16694449171,88174029615# US

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Or join by phone:

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US: +1 669 444 9171 or +1 669 900 9128 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860
888 475 4499 (Toll-Free) or 877 853 5257 (Toll-Free)

Webinar ID 850 0746 3070

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<u>Name</u>	<u>Absent</u>
Mayor Tyrone Garner	☐
Commissioner At-Large Dist. 1 – Melissa Bynum	☐
Commissioner At-Large Dist. 2 – Tom Burroughs	☐
Commissioner Gayle E. Townsend	☐
Commissioner Bill Burns	☐
Commissioner Christian Ramirez	☐
Commissioner Dr. Evelyn Hill	☐
Commissioner Mike Kane	☐
Commissioner Phil Lopez	☐
Commissioner Chuck Stites	☐
Commissioner Andrew Davis	☐

1. Call to Order
2. Roll Call
3. Reading of the Call
4. Revisions to the Agenda
5. Commission Agenda

Item No. 1 - RESOLUTION: APPROVING LANIER UNITED LLC DEVELOPMENT AGREEMENT

Synopsis: A Resolution requesting approval of a Development Agreement for a project located at 500 Minnesota Avenue with Lanier United LLC as requested by the members of the Board of Commissioners requesting the special meeting.

Approve agreement

Tracking #: 2149

Item No. 2 - PUBLIC HEARING AND RESOLUTION/ORDINANCE: TWG VICTORY HILLS LLP INDUSTRIAL REVENUE BONDS

Synopsis: The requested actions of the Commission are:

1. Public Hearing regarding issuance of Industrial Revenue Bonds for TWG Victory Hills, LLP for the project located at 745 N. 78th Street for an amount not to exceed \$43,000,000;
2. Adoption of a resolution of intent to issue Industrial Revenue Bonds for the project;
3. Approval of an ordinance authorizing the issuance of Industrial Revenue Bonds for the project

as requested by the members of the Board of Commissioners requesting the special meeting.

Conduct public hearing; approve resolution and adopt ordinance

Tracking #: 2150

6. Adjourn



Unified Government Clerk's Office

Monica L. Sparks
Unified Government Interim Clerk

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

Phone: 913-573-5260

Fax: 913-573-5299

<http://www.wycokck.org>

NOTICE OF SPECIAL MEETING

To the Members of the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas:

You are hereby notified that a Special Meeting of the Unified Government of Wyandotte County/Kansas City, Kansas pursuant to Rules of Procedure 601 et seq, is to be conducted in a hybrid format in the Commission Chambers, Lobby Level of the Municipal Office Building, 701 N 7th Street, Kansas City, Kansas on Thursday, April 11, 2024, at 5:00 PM, regarding Lanier United LLC and Victory Hills Industrial Revenue Bonds.

The public will be able to observe or listen to the special session live on YouTube or UGTV, or through ZOOM; information is below. The public may also view the special meeting from the Commission Chambers of the Municipal Office Building.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85007463070>

Webinar ID 850 0746 3070

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Webinar ID: 812 0514 4274

International numbers available: <https://us02web.zoom.us/j/85007463070>

Dated this 9th day of April 2024

ATTESTED

s/Monica L. Sparks
Interim UG Clerk

s/Gayle E. Townsend
Gayle E. Townsend
Commissioner, District 1

s/Christian Ramirez
Christian Ramirez
Commissioner, District 3

s/Mike Kane
Mike Kane
Commissioner, District 5

s/Chuck Stites
Chuck Stites
Commissioner, District 7

s/Andrew Davis
Andrew Davis
Commissioner, District 8



Board of Commissioners

701 N. 7th Street, Room 979
Kansas City, Kansas 66101
Phone: (913) 573-5040
Fax: (913) 573-5050

March 6, 2024

Dear Mayor, Commissioners, and Staff,

We the undersigned Commissioners are calling a special meeting on Thursday, April 11, 2024, at 5:00 p.m. in the Commission Chambers to take action on the following items:

1. Lanier United, LLC Development Agreement
2. Resolution/Ordinance: Victory Hills (78th Street) Industrial Revenue Bonds

Thank you,

Mike Kane
Commissioner Kane

CE Stites
Commissioner Stites

Andrew Davis
Commissioner Davis

Jeffery Townsend
Commissioner Townsend

Ch Ramirez
Commissioner Ramirez



Report to **APR 11 2024**
Full Commission

COMMISSIONER'S AGENDA ITEM NO. 1

MEETING DATE	PRESENTER	DEPARTMENT
APR 11 2024		Economic Development
AGENDA ITEM #IV.1.		
RESOLUTION: APPROVING LANIER UNITED LLC DEVELOPMENT AGREEMENT		
BACKGROUND		
A Resolution requesting approval of a Development Agreement for a project located at 500 Minnesota Avenue with Lanier United LLC as requested by the members of the Board of Commissioners requesting the special meeting.		
RECOMMENDATION		
Approve		
Approve agreement		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
n/a		
PROCUREMENT CONSIDERATIONS		
n/a		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution Authorizing 2024 DA, [Modified Document] Lanier Downtown Campus Development Agreement (002), 4_5_24 Lanier DA Executive Summary (2024), PR2023-039_PLAT2023-041(ReardonCenter).FINAL.2		

Approved by Mayor and/or Chair and Administrator to add to agenda.

Approved by Mayor and Administrator
4/9/2024

**4/5/24 EXECUTIVE SUMMARY OF NEW PROPOSED LANIER
DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT**

1. **Parties.** The UG and Lanier United, LLC, a Kansas limited liability company ("Developer").
2. **The Project Site.** The Project Site includes the Reardon Center and adjacent property to the east of Reardon Center (510 and 520 Minnesota Avenue) (the "Reardon Center Site"). The Reardon Center Site is already in a community improvement district ("CID") that imposed a 2% sales tax (the "CID Sales Tax") beginning October 1, 2013 in order to pay for or reimburse the costs of improvements to the Reardon Center, the Hilton Garden Inn adjacent to the Reardon Center, and an adjacent parking garage.
3. **Nature of Amended and Restated Agreement.** The original Downtown Campus Development Agreement (the "Original Development Agreement") was amended four times before the project stalled in early 2022. The UG approved an Amended and Restated Downtown Campus Development Agreement dated as of April 27, 2023 (the "Amended and Restated Agreement"), which was automatically terminated on January 23, 2024 for failure to satisfy conditions. This would be a new agreement between the parties with terms very similar to those in the Amended and Restated Agreement.
 4. **The Project.** The Project is to be designed, constructed and developed as a first-class mixed use development consisting of approximately 90,000-110,000 s.f. of residential housing, commercial and service-based amenities, and upgraded conference facilities consisting of the following improvements on the Reardon Center Site:
 - (a) a 4-5 story mixed-use retail and residential building with approximately 7,000 s.f. of first-floor retail and commercial space (the "Commercial Space") and 85-100 market-rate apartment units, including 5 units reserved for "workforce" housing tenants who earn less than 70% of the Kansas City, Kansas household median income, above the Retail Space (the "Multi-Family Space"); and
 - (b) no less than 7,500 s.f. feet of first-class multi-purpose meeting space with capacity to seat 325 people for community events and programs (the "Reardon Center").
5. **Transfer of Project Site to Developer.** The UG owns the Project Site and will convey title to the portion of the Reardon Center Site needed for construction of the Multi-Family Space and Commercial Site Space (the "Multi-Family Site") to Developer. The UG will ground lease (i) the portion of the Reardon Center Site needed for construction of the Reardon Center to Developer for 50 years (the "Reardon Center Ground Lease"). The Reardon Center Ground Lease will provide for UG access to the Reardon Center for at least 10 events per year, and scheduling for additional UG events at 50% of standard rental fees. The Ground Lease will be cross-defaulted with the Development Agreement. In exchange for the UG's use of the Reardon Center, the Agreement will provide for a one-time contribution of \$1,000,000 from the Reardon Center Maintenance Fund to pay for hard construction costs for the Reardon Center (the "UG Contribution").
6. **Timing.** Depending on when the UG might approve a new Development Agreement, Developer would have a 365-day contingency period. If Developer failed to obtain private financing, satisfy or waive its other conditions and close within this period, the Development

Agreement would automatically terminate. Developer is required to close and commence construction on each component of the Project sixty (60) days after closing on acquisition of the Multi-Family Site and the execution and delivery of the Reardon Center Ground Lease. Developer will complete the Project eighteen (18) months after the commencement of construction. If Developer fails to timely commence and complete the Multi-Family Space and Commercial Space, the UG will have a reversionary interest in the Multi-Family Site.

7. **Incentive Financing Provided.** In addition to contributing the Multi-Family Site and Reardon Center Ground Lease, the UG is offering the following incentives to stimulate the development of the Project:

(a) **CID Sales Tax.** The Agreement will provide that the proceeds from the CID Sales Tax may be used for pay-as-you-go financing (no bonds) to Developer following reimbursement of all of the Public Infrastructure Costs to the UG. The CID financing is only for use on demolition and site improvement and hard construction costs within the CID. The CID would be limited in the following ways:

(i) the maximum amount of CID reimbursements to Developer would be capped at \$3,337,000 (the "CID Cap");

(ii) the CID collection period ends on the earlier of the date that Developer has been reimbursed for all CID eligible expenses in an amount equal to the CID Cap or September 30, 2035; and

(iii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the UG will not have paid more CID proceeds to Developer than the amount of project costs paid by private funds.

(b) **Tax Increment Financing ("TIF") District.** The Agreement will provide for formation of a TIF District that encompasses all of the Project Site, as well as the BPU parking garage. Following reimbursement to the UG for all of the Public Infrastructure Costs, Developer will be reimbursed on a pay-as-you-go basis (no bonds) with (x) 85% of the incremental real property taxes from the TIF District for the 20-year life of the TIF, and (y) incremental sales taxes from within the TIF District. The TIF financing is only for use on demolition and site improvement and hard construction costs within the TIF District. TIF financing would also be limited in the following ways:

(i) the maximum amount of TIF reimbursements to Developer is capped at \$4,250,000 (the "TIF Cap"); and

(ii) the TIF collection period ends on the earlier of the date that Developer has been reimbursed for all TIF eligible expenses in an amount equal to the TIF Cap or 20 years from the date that the Commission approves the TIF project plan; and

(iii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the UG will not have paid more TIF proceeds to Developer than the amount of project costs paid by private funds.

(c) Transient Guest Tax ("TGT Grant"). The Agreement will provide for the UG to use its home rule authority to grant \$1,000,000 of the UG's transient guest taxes generated within the CID to be used to reimburse Developer on a pay-as-you-go basis for demolition and site improvement and hard construction costs for the Reardon Center.

(d) Industrial Revenue Bonds ("IRBs"). The Agreement will provide for IRB financing for Developer to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project, but not for abatement of ad valorem property taxes.

8. Pursuit Costs. Developer has previously invested \$884,207 in "Pursuit Costs" to design, pre-develop and structure financing for this project before it stalled. In the new Agreement, the UG reimburse would Developer for (i) 37% of his Pursuit Costs (\$325,000) after all of the conditions are satisfied and he closes on the Reardon Center Site, (ii) an additional 37% of his Pursuit Costs (\$325,000) after he gets 4 months into his construction cycle for the Project, and (iii) the balance (\$234,207 – the remaining 26%) after he gets 8 months into his construction cycle. All of these reimbursements would (a) come from existing CID proceeds that we have previously collected and are currently holding, and (b) be included in (and "count against") the CID Cap described above. The UG may reimburse itself for its legal fees from the CID, but only after Developer has been paid all of the Pursuit Costs and \$200,000 of the Developer's predevelopment expenses. ***Note:** The UG has been paying all of its own legal fees and expenses related to this Project since sometime prior to the negotiation of the Amended and Restated Agreement. This draft proposes that the UG may reimburse itself for these legal fees from the CID before the Developer gets its Pursuit Costs and \$200,000 of predevelopment costs.*

9. Term/Use and Operation. The term of this Agreement runs for the entire life of the CID and the TIF District. During the term, Developer has agreed to all of the UG's standard use and operation requirements in Article 7, including restrictions on uses (7.2(c)), compliance with law (7.5), payment of taxes (7.6), insurance (7.10), and indemnification (7.12). The Reardon Center Ground Lease, and therefore the provisions for the UG's use of the Reardon Center, has a term of 50 years and thus survives the term of the Agreement.

10. MBE/WBE/LBE. Developer has agreed to the following participation goals for construction of the Project:

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

If, upon completion of Project, Developer shall have failed to use best efforts to meet the LBE/MBE/WBE goals, then the UG shall have the right to reduce the CID Cap and TIF Cap by 2.5% for each of Construction and Professional Services.

11. Assignment/Transfer. In general, Section 7.13 provides that Developer cannot sell, mortgage or transfer the site or the Project without UG approval, which approval would be at the UG's reasonable discretion. However, the UG does agree that Developer may make leases to

tenants in the Multi-Family Space and Commercial Space. Developer may also make assignments to affiliates. The parties also agree that Developer will enter into a management agreement with an entity to be approved by the UG for management of the Reardon Center.

12. **Default.** The default provisions are generally consistent with other development agreements.

RESOLUTION NO. R-____-24

A RESOLUTION ADOPTING THE DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT.

WHEREAS, Lanier United, LLC, a Kansas limited liability company ("Developer"), desires to design, develop and construct approximately 90,000 square feet of residential housing, commercial and service-based amenities, and upgraded conference facilities (collectively, the "Project") on approximately 1.56 acres of real property located at 510 and 520 Minnesota Avenue, Kansas City, Kansas (the "Project Site"), which Project Site is owned by the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"); and

WHEREAS, the Project Site is currently included within the Downtown Hotel Community Improvement District (the "CID") created by the UG by passage of Ordinance No. O-37-13 on June 6, 2013, pursuant to the CID Act (K.S.A. 6a-26 *et seq.*); and

WHEREAS, the UG and Developer previously entered into that certain Downtown Campus Development Agreement dated as of March 26, 2020, as amended by that certain First Amendment to Downtown Campus Development Agreement dated as of July 30, 2020, that certain Second Amendment to Downtown Campus Development Agreement dated as of December 30, 2020, that certain Third Amendment to Downtown Campus Development Agreement dated as of May 13, 2021, and that certain Fourth Amendment to Downtown Campus Development Agreement dated as of July 31, 2021 (collectively, as amended, the "Original Agreement"); and

WHEREAS, in connection with the Original Agreement, the UG created a tax increment financing district (the "Original TIF District") comprising the Project Site and certain other real property, by passage of Ordinance No. O-16-20 on March 26, 2020, and adopted a Redevelopment Project Plan (the "Original Project Plan") for the Original TIF District by passage of Ordinance No. O-46-20 on July 30, 2020, all pursuant to the TIF Act (K.S.A. 12-1770 *et seq.*); and

WHEREAS, Developer thereafter asserted that the Original Project Plan was abandoned because the development projects contemplated thereunder were no longer desired or feasible; and

WHEREAS, on April 27, 2023, the UG and Developer entered into that certain Amended and Restated Downtown Campus Development Agreement (the "Amended and Restated Agreement") to address changes from the Original Agreement and set forth certain additional modifications, including among other things, an extension of the deadline to satisfy conditions and close on transfer of the Project Site by January 22, 2023, but providing that the Amended and Restated Agreement would automatically terminate as of the day after January 22, 2023 if the conditions were not timely satisfied; and

WHEREAS, on October 26, 2023, the UG passed Ordinance No. O-131-23 to remove certain real property from the Original TIF District (as amended, the "TIF District"), terminate the Original Project Plan, and approve the revised Redevelopment Project Plan proposed by Developer for the Project (the "2023 Project Plan"), all pursuant to the TIF Act; and

WHEREAS, the UG determined that Developer did not fully satisfy all conditions under the Amended and Restated Agreement by the January 22, 2024 deadline, and on January 25, 2024,

the UG provided notice to Developer confirming the automatic termination of the Amended and Restated Agreement; and

WHEREAS, the parties now wish to enter into a new agreement to allow Developer another opportunity to design, develop, and construct the Project and to provide the necessary financing for the Project, which the parties agree is not financially feasible without a public-private partnership; and

WHEREAS, development of the Project should attract new residents to the community and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Wyandotte County; and

WHEREAS, the UG's Governing Body has determined that it is advisable to enter into a new Downtown Campus Development Agreement, attached hereto as **Exhibit A** (the "Development Agreement") with Developer.

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

Section 1. The Governing Body hereby approves the Development Agreement in substantially the form attached hereto.

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

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

[Balance of page intentionally left blank]

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON
_____, 2024.**

Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Interim Clerk

Approved as to form:

Unified Government Interim Chief Counsel

EXHIBIT A
Development Agreement

[Attached on following pages.]

LANIER DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT

THIS LANIER DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT (this "Agreement") is made as of _____, 2024 (the "Effective Date") by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and LANIER UNITED, LLC, a Kansas limited liability company ("Developer").

RECITALS

A. Developer wishes to design, develop, construct and complete approximately 90,000 square feet of residential housing, commercial and service-based amenities, and upgraded conference facilities consisting of the following improvements: (i) a four (4) to five (5) story mixed-use retail and residential building with first-floor retail and commercial space (the "Commercial Space"), and 85 to 100 apartment units above the Commercial Space with associated amenities (the "Multi-Family Space"), as more particularly described in Section 2.2(a)-(b) below; and (ii) approximately 7,500 square feet of first-class multi-purpose meeting space, as more particularly described in Section 2.2(c) below (the "Reardon Center"), on approximately 1.56 acres of real property located at 510 and 520 Minnesota Avenue in Kansas City, Kansas (the "Reardon Center Site," and together with the Commercial Space and Multi-Family Space, the "Project Site"). The Commercial Space and updated Reardon Center will serve as an anchor for the downtown Kansas City, Kansas central business district by providing a variety of commercial and service-based amenities to Kansas City, Kansas residents, employees and visitors, as well as complementing the adjacent Hilton Garden Inn. The Project Site is legally described on Exhibit A-1 and generally depicted on Exhibit A-2 attached hereto.

B. Developer does not yet own the Project Site. The UG owns the Project Site and will convey fee title to a portion of the Project Site to Developer, and ground lease other portions of the Project Site to Developer, all as more particularly set forth in Section 2.3 below, subject to certain terms and conditions more fully set forth therein.

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

D. The Reardon Center Site is currently included within the Downtown Hotel Community Improvement District (the "CID") created by the UG by Ordinance No. O-37-13 on June 6, 2013 (the "CID Ordinance"), pursuant to the CID Act. A copy of the CID Ordinance is attached hereto as Exhibit B. Pursuant to the CID Ordinance, the UG authorized the imposition of a two percent (2%) sales tax (the "CID Sales Tax") on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID, commencing on October 1, 2013, in order to pay for or reimburse the costs of improvements to the Reardon Center, the Hilton Garden Inn adjacent to the Reardon Center, and an adjacent parking garage. Developer has requested that revenues from the CID Sales Tax be disbursed first to the UG to pay for infrastructure expenses as described herein and thereafter to Developer on a pay-as-you-go basis to reimburse the costs of certain site improvements and hard construction costs for the portions of the Project (as defined in Section 2.2) located within the CID and eligible for reimbursement pursuant to the CID Act and the CID Ordinance.

E. In addition to the CID financing described above, the UG also has the authority to create a tax increment financing ("TIF") district pursuant to K.S.A. 12-1770 *et seq.*, as amended from time to time (the "TIF Act"), for the purpose of financing certain economic development projects. On March 26, 2020, the UG approved the creation of a TIF district pursuant to the TIF Act (the "Original TIF District") through the adoption of Ordinance No. O-16-20 (the "Original TIF District Ordinance"). The Original TIF District Ordinance is attached hereto as **Exhibit C**.

F. On July 30, 2020, the UG held a public hearing in connection with Developer's proposed Redevelopment Project Plan for the TIF District (the "Original Project Plan"), pursuant to the TIF Act. At the conclusion of the public hearing, the UG, pursuant to Ordinance No. O-46-20, approved the Original Project Plan, which provides, among other things, for the collection of Incremental Sales Tax (as defined in Section 4.3(a)(i)) and Incremental Real Property Taxes (as defined in Section 4.3(a)(ii)) within the TIF District to be disbursed to and used by Developer and the UG on a pay-as-you-go basis to reimburse certain TIF Eligible Expenses (as defined in Section 4.3).

G. Thereafter, Developer asserted that the Original Project Plan was abandoned because the development projects contemplated thereunder were no longer desired or feasible, and Developer requested termination of the Original Project Plan. Developer submitted a revised Redevelopment Project Plan (the "2023 Project Plan"), which proposed the Project as described in Recital A above and more particularly set forth in Section 2.2 below, and the removal of certain property from the Original TIF District. On October 26, 2023, the UG held a public hearing in connection with the 2023 Project Plan, pursuant to the TIF Act. At the conclusion of the public hearing, the UG passed Ordinance No. O-131-23 (the "TIF Project Ordinance") to remove certain real property from the Original TIF District, terminate the Original Project Plan, and approve the 2023 Project Plan. A legal description of the boundaries of the TIF District, as amended, is attached hereto as **Exhibit D-1**, and a map generally depicting the boundaries of the TIF District is attached hereto as **Exhibit D-2**. A copy of the TIF Project Ordinance is attached hereto as **Exhibit E**.

H. In addition to the CID financing and TIF financing described above, the UG also agrees to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to grant \$1,000,000 of the UG's transient guest taxes (the "TGT Grant", as defined in Section 4.4(b)), subject to adjustment by the UG as necessary to satisfy the provisions of Section 3.1(a) below to be disbursed to and used by Developer on a pay-as-you-go basis to reimburse certain Reardon Center Costs (as defined in Section 4.4(a)).

I. In connection with the Project, Developer has also requested industrial revenue bond ("IRB") financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et seq.* Pursuant to the terms and conditions set forth in Section 4.11 below, the parties hereby agree that Developer may use IRB financing for the limited purpose of obtaining an exemption on sales taxes for construction materials, equipment and furnishings for the portions of the Project located within the Project Site, and not for abatement of ad valorem property taxes on the Project Site.

J. Development of the Project should attract new residents to the community and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Wyandotte County.

K. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the UG and Developer have previously entered into that certain Downtown Campus Development Agreement dated March 26, 2020 for Developer to design, develop, and construct the Project, which agreement has subsequently been amended by that certain First Amendment to Downtown Campus Development Agreement dated as of July 30, 2020 (the "First Amendment"), and further amended by that certain Second Amendment to Downtown Campus

Development Agreement dated as of December 30, 2020 (the "Second Amendment"), and further amended by that certain Third Amendment to Downtown Campus Development Agreement dated as of May 13, 2021 (the "Third Amendment"), and further amended by that certain Fourth Amendment to Downtown Campus Development Agreement dated as of July 31, 2021 (the "Fourth Amendment"), which agreement, collectively as amended, may be referred to herein as the "Original Agreement."

L. On April 27, 2023, the UG and Developer entered into that certain Amended and Restated Downtown Campus Development Agreement (the "Amended and Restated Agreement") to incorporate all of the changes from the Original Agreement and set forth certain additional modifications to the transaction between the Parties, including among other things, an extension of the deadline to satisfy conditions and close on the Project Site by January 22, 2023, but providing that the Amended and Restated Agreement would automatically terminate as of the day after January 22, 2023 if the conditions were not timely satisfied. The UG determined that the Developer did not fully satisfy all of the conditions under the Amended and Restated Agreement by January 22, 2023 and the UG provided a notice to Developer on January 25, 2024 confirming the automatic termination of the Amended and Restated Agreement.

M. The parties now wish to enter into this new Agreement to allow Developer another opportunity to design, develop, and construct the Project to provide the necessary financing for the Project, all as more particularly set forth herein.

AGREEMENT

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

ARTICLE 1. DEFINITIONS AND INTERPRETATION; NATURE OF THE AGREEMENT

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

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

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;
- (f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;

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

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

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

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

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

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

ARTICLE 2. THE PROJECT

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

2.2 Development of the Project Site. Prior to Closing on the conveyance of the Project Site to Developer and execution of the Reardon Center Ground Lease, as set forth in Sections 2.3 and 5.1, the UG and Developer hereby agree that Developer shall have the right but not the obligation to develop the Project as described below. If and to the extent that Developer closes on the Project Site and executes and delivers the Reardon Center Ground Lease (as defined below), then Developer shall then be contractually obligated in this Agreement to demolish the existing buildings on the Project Site, and to construct and complete all of the components of the Project on the Project Site. Developer hereby contemplates that all of the infrastructure, buildings, parking facilities and other improvements constituting the Project, as described in this Section 2.2 and as generally depicted on Exhibit F attached hereto (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approvals as may be granted by the UG's Planning Commission or other relevant bodies if any (the "Development Plan"). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree that the "Project" shall include the following:

(a) Commercial Space: Approximately 7,000 square feet retail and/or office uses.

(b) Multi-Family Space: 85 to 100 apartment units, including studio, one (1) and two (2) bedroom apartment units ranging from 550 to 1,050 square feet each, along with associated amenities to include solid surface countertops, stainless steel appliances, a home automation

program with enhanced Wi-Fi and cable television, and a clubhouse to include a commercial grade kitchen, television area and outdoor recreation area. The Multi-Family Space shall be market rate, except for five (5) units which shall be reserved as "workforce" housing for tenants who earn less than 70% of the Kansas City, Kansas median household income (the "Income Threshold"), and base rent for which shall not exceed 30% of the Income Threshold; provided that the workforce housing units shall be of the same character and quality as the other market-rate units in the Multi-Family Space;

(c) Reardon Center: No less than 7,500 square feet of first-class multi-purpose banquet/meeting space with capacity to seat 325 people for community events and programs, including youth education and healthy living programs and Science, Technology, Engineering and Math ("STEM") awareness classes. The Reardon Center shall be operated under the name "Reardon Center" or "Jack Reardon Center" by an experienced meeting space operator ("Manager") who will be selected by Developer and approved by the UG as set forth in Section 7.13(d) below, pursuant to a separate agreement between Developer and Manager in accordance with the terms and conditions of Section 7.13(d) below (the "Reardon Center Management Agreement");

(d) Infrastructure: Infrastructure improvements, which may include, without limitation, site work, lighting, sewer, stormwater and water main improvements, and irrigation systems, necessary to support the Improvements in the Project ("Private Infrastructure") other than the Public Infrastructure (as defined in Section 2.5);

(e) Parking Improvements: Surface parking improvements containing the number of spaces required by the Applicable Laws and Requirements for each of the Improvements (the "Parking Improvements");

(f) Signage: Signage which shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG's Commission. Developer may develop sign criteria for the entire Project Site;

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

(h) The Project described in this Section 2.2 shall not be amended or modified without the prior written consent of the UG, which consent shall not be unreasonably withheld, and shall be granted or denied in accordance with all Applicable Laws and Requirements.

2.3 Transfer of Reardon Center Site to Developer. The UG owns the real property that comprises the Reardon Center Site. Subject to the terms and conditions hereof and satisfaction of the conditions set forth in Section 3.1 below, Developer shall (i) close on the acquisition of fee title for the portion of the Reardon Center Site needed for construction of the Multi-Family Space and Commercial Space (the "Multi-Family Site"); and (ii) execute and deliver a ground lease on the portion of the Reardon Center Site which is needed for construction of the Reardon Center, pursuant to which the UG will ground lease certain real property (and the Improvements thereon) to Developer, subject to the terms and conditions more fully described in Section 2.3(c)(i) below (the "Reardon Center Ground Lease"). At Closing (as defined in Section 5.1), the UG shall convey the Multi-Family Site to Developer pursuant to a quitclaim deed (the "Deed"), subject only to the provisions set forth in this Section 2.3 and in the balance of this Agreement and subject to the Permitted Encumbrances (as defined in Annex 1). In consideration for the Deed, Developer shall pay to the UG an amount equal to One Hundred Dollars (\$100) (the "Purchase Price") at Closing. The parties hereby further agree as follows:

(a) Developer's Investigations. For a period of one hundred twenty (120) days after the Effective Date (the "Due Diligence Period"), the UG shall allow Developer access to the Project Site for purposes of inspecting the Project Site, including the right to testing of same (the "Investigations"); provided, however, that: (i) Developer must schedule such Investigations with the UG; (ii) Developer shall provide the UG with a copy of any written reports resulting from the Investigations within thirty (30) days of completion of the Investigations; (iii) Developer and the UG (subject always to the Kansas Open Records Act, K.S.A. 45-215 *et seq.*; Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*; and rules of discovery) will maintain the results of any such Investigations confidential, except to such third-party consultants, lenders, investors or attorneys as reasonably necessary to advise Developer with regard to the Investigations; (iv) Developer shall repair any and all damage caused by the Investigations, and shall restore the Project Site to the condition it was in prior to such Investigations, except for such portions that shall be demolished in accordance with this Agreement; and (v) Developer agrees to indemnify and hold the UG and its agents, officers, contractors and employees (the "UG Parties") harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs actually incurred, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against the UG (and/or the UG Parties) which result from or arise out of any Investigations by Developer or its authorized representatives pursuant to this Section 2.3(a). Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the Closing. The UG shall pay the costs of any environmental assessment of the Project Site completed by Developer during its Investigations. If any such environmental assessment discloses the existence of an environmental condition, the UG may, in its sole discretion, but is not obligated to, complete remediation at the UG's cost. The UG shall notify Developer in writing of its election prior to expiration of the Due Diligence Period. If Developer is not satisfied in all respects as to the condition of the Project Site either before or after any remediation undertaken by the UG in its sole discretion, then Developer shall have the right, exercisable by written notice given to the UG on or before the expiration of the Due Diligence Period, except to the extent that any remediation of the Project Site by the UG extends beyond the Due Diligence Period, then, in such case, ten (10) days after the completion of any such remediation by the UG (the "Remediation Extension"), to terminate this Agreement. In the event that Developer shall elect not to exercise its right to terminate this Agreement pursuant to this Section 2.3(a) before expiration of the Due Diligence Period and any Remediation Extension, then Developer shall be deemed to have waived this condition and accepted the Project Site "as is, where is," without representations or warranties from the UG of any kind whatsoever. Developer hereby agrees that it is relying solely on its own Investigations of the Project Site and not on any information provided or to be provided by the UG, its officers, or agents, and that if Developer does not exercise its right to cancel and terminate under this Section 2.3(a), or the other conditions set forth in Section 3.1 below, then Developer understands and agrees that Developer shall be deemed and considered to be fully and completely satisfied with the Project Site and all parts and aspects thereof.

(b) Right of Reversion. Developer hereby agrees that the Multi-Family Site shall be subject to a right of reversion in favor of the UG (the "Reversionary Interest") in the event that, subject to Force Majeure (as defined in Section 10.2) or any extension granted by the UG in writing: (i) commencement of construction of the Multi-Family Space and Commercial Space has not occurred on or before the Commencement Date set forth in Section 6.10 below; and/or (ii) construction of the Multi-Family Space and Commercial Space timely commenced, but completion of construction of these Improvements has not occurred on or before the Completion Date set forth in Section 6.10 below. In order to exercise the Reversionary Interest, the UG shall first give to Developer a written notice of default and an additional sixty (60) days to cure (the "Reversionary Interest Notice") which shall specifically state that the UG is invoking the Reversionary Interest remedy, and in that case, if Developer fails to remedy the default in question

within the additional sixty (60) days, the UG shall have the right, in its discretion, to exercise its Reversionary Interest as to the Multi-Family Site. The UG shall not reimburse Developer for any losses or costs associated with the UG's exercise of its Reversionary Interest. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Reversionary Interest shall automatically be released for the Multi-Family Site upon Substantial Completion (as defined in Annex 1) of the Multi-Family Space and Commercial Space Improvements, and the UG shall execute and deliver to Developer a quitclaim deed or such other documents as may be necessary to evidence the release of the Reversionary Interest promptly thereafter. For purposes of this Agreement, the words "commence construction" and "commencement of construction" shall mean the issuance of appropriate permits, which shall not be unreasonably delayed by the UG, for demolition of existing buildings on the Project Site and construction of the Improvements, and Developer's undertaking of a continuous program of construction for the Improvements.

(c) Ground Lease. The parties hereby agree that at Closing, the UG and Developer shall enter into ground lease referenced below for portions of the Reardon Center Site as more particularly described below:

(i) Reardon Center Ground Lease. At Closing, the UG and Developer will execute and deliver the Reardon Center Ground Lease, which shall be a triple net ground lease on the portion of the Reardon Center Site which is needed for construction of the Reardon Center, pursuant to which the UG will ground lease such real property (and the Improvements thereon) to Developer for a period of fifty (50) years. The Reardon Center Ground Lease shall include, among other things, the following terms and conditions:

A. The UG shall have access to the Reardon Center for no less than ten (10) civic-related events per calendar year with no room rental charges therefor for the entire term of the Reardon Center Ground Lease, provided each such event shall not last longer than twenty-four (24) hours;

B. Beyond the ten (10) events described above, the UG may schedule additional events at the Reardon Center at a price which is subject to negotiation between the parties, but in no event shall the UG ever be required to pay more than fifty percent (50%) of the standard room rental fee;

C. Associated event services for the UG's events (such as food, drinks and linen) may be charged to the UG at Reardon Center's most competitive rates therefor;

D. Subject to space availability at the time of any requests therefor, the UG may schedule an unlimited number of events in meeting and small break-out spaces, provided that the UG shall schedule such events at least fourteen (14) days prior to such event (and the UG will be responsible for setting up and breaking down all non-catered events in meeting and small break-out spaces);

E. The parties hereby agree to meet at least once per year, no later than October 1st, to discuss dates that the UG needs to book for the following calendar year; and

F. The Reardon Center Ground Lease shall be cross-defaulted with this Agreement.

2.4 Developer's Obligations to Construct and Complete the Project. If and to the extent that Developer closes on the Multi-Family Site and executes and delivers the Reardon Center Ground Lease, then subject to the terms and conditions of this Agreement and except as otherwise provided herein, Developer hereby covenants and contractually agrees to fully construct and complete the Improvements as described herein. Except as otherwise provided herein, Developer hereby agrees to complete the Improvements on or before the Completion Date set forth in Section 6.10 below.

2.5 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents (as defined in Annex 1). The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3. CONDITIONS

3.1 Closing Conditions. Closing of this Agreement shall be subject to the satisfaction of the following conditions precedent (the "Closing Conditions"):

(a) Financing Plan. Developer shall secure and provide evidence of immediately available private funds which, when added to the CID Proceeds (as defined in Section 4.2(b)), TIF Proceeds (as defined in Section 4.3), and TGT Grant (as defined in Section 4.4(b)) are sufficient to complete the Improvements. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his or her sole discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are approved by the UG. The UG will also, at no cost to the UG, support and cooperate with Developer on any applications, designations and approvals for new market tax credits, opportunity zone incentives, favorable private financing, allocation of Community Reinvestment Act funds, community development block grants, green incentives, and grants from the State of Kansas;

(b) TGT Grant. The UG shall have approved an ordinance for the TGT Grant described in Recital H and Section 4.4 below, or Developer shall have waived this requirement in writing;

(c) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(d) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Improvements as required by all Applicable Laws and Requirements;

(e) Ground Lease. The UG and Developer shall have agreed upon the form of the Reardon Center Ground Lease.

(f) Reardon Center Management Agreement. Developer shall have entered into the Reardon Center Management Agreement with Manager with the UG's prior written approval of both the Manager and the Reardon Center Management Agreement, as further described in Section 7.13(d) below; and

(g) Parking. Developer shall have secured 90 exclusive parking spaces to support the Commercial Space and Multi-Family Space and 200 nonexclusive spaces to support the Reardon Center.

Where approval of the UG is required for the various conditions set forth in this Section 3.1, such approval shall be granted or withheld by the County Administrator in his sole, but reasonable discretion.

3.2 Termination. In the event that the Closing Conditions set forth in Section 3.1 above are not met or waived on or prior to **three hundred sixty-five (365) days from the Effective Date (the "Drop Dead Date")**, unless the Parties mutually agree to an amendment to this Agreement to extend the Drop Dead Date, then this Agreement shall automatically terminate as of the day after the Drop Dead Date. Upon any such termination of this Agreement, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of August 26, 2019, as amended, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE 4. FINANCING — SOURCE OF FUNDS

4.1 Public Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as **Exhibit H**, and by this reference made a part hereof. The costs of the Project (the "Project Costs") will be funded in part by public incentives, including the CID Proceeds, TIF Proceeds, IRBs, and the TGT Grant, as well as private equity and debt. Developer, using private equity and debt (the "Private Funds"), will initially advance all of the costs for the design, development and construction of the Project, except for certain costs in the amount of Eight Hundred Eighty Four Thousand Two Hundred Seven Dollars (\$884,207) that have been incurred by the Developer prior the Effective Date and that relate to the Project (the "Developer Pursuit Costs") and for which the UG shall have approved Certificate(s) of Expenditures properly submitted by Developer. The UG, subject to the foregoing, shall utilize CID Proceeds to pay or reimburse the Developer for the Developer Pursuit Costs as follows: (a) thirty-seven percent (37%) of such Developer Pursuit Costs, to the extent such Developer Pursuit Costs that are to be reimbursed with CID Proceeds are CID Eligible Expenses, on the Closing Date, (b) an additional thirty-seven percent (37%) of such Developer Pursuit Costs within ten (10) days after the fourth (4th) full calendar month following the date that Developer shall Commence Construction on the Project (assuming a continuous program of construction thereafter), and (c) the balance of such Developer Pursuit Costs within ten (10) days after the eight (8th) full calendar month following the date that Developer shall Commence Construction on the Project (assuming a continuous program of construction thereafter). Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain CID Eligible Expenses (as defined below in Section 4.2) and TIF Eligible Expenses from and to the extent of the CID Proceeds and TIF Proceeds collected during the Term. Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain Reardon Center Costs from and to the extent of the TGT Grant.

4.2 CID. It is contemplated by the parties that the Reardon Center shall be funded by CID Proceeds. Developer has identified certain Project Costs for the Reardon Center which may be reimbursed with CID Proceeds if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs, located within the CID, identified on **Exhibit H** attached hereto, and eligible for payment or reimbursement pursuant to the CID Act (the "CID Eligible Expenses"). In connection with the CID, the parties hereby agree as follows:

(a) CID Sales Tax. Following reimbursement to the UG of all of the Public Infrastructure Costs (to the extent the same are eligible for payment or reimbursement pursuant to the CID Act), and subject to the terms and conditions of this Agreement and the CID Ordinance, the UG hereby agrees that the CID Eligible Expenses may be reimbursed with Pay-Go CID Financing (defined below in Section 4.2(d)) from the imposition of the CID Sales Tax in the amount of two percent (2%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) from only those revenues received from within the CID. Developer agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants, licensees, vendors and concessionaires within the CID within the timeframes required by the DOR, so that the DOR can notify tenants within the CID of their requirement to collect the CID Sales Tax. At the time the list of tenants, licensees, vendors and concessionaires is provided to the DOR, Developer shall also provide a copy to the UG.

(b) CID Proceeds. The revenues received from the imposition of the CID Sales Tax, less the CID Administrative Fee (as defined in Section 4.2(f)), constitute the "CID Proceeds" and shall be collected and deposited into the CID Fund (as defined in Section 4.2(c)). The CID Proceeds shall be disbursed as follows:

(i) first, the UG may reimburse itself for any of its legal fees incurred in connection with this Agreement (and not previously paid or reimbursed pursuant to the Funding Agreement) from the CID Proceeds; and

(ii) the next \$884,207 of CID Proceeds will be used to pay or reimburse Developer for Developer's Pursuit Costs (to the extent that the same have been approved by the UG pursuant to properly submitted Certificate(s) of Expenditure), and subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but the CID Eligible Expenses identified on Exhibit H attached hereto, without the prior approval of the UG in its sole discretion; and

(iii) the next \$200,000 of CID Proceeds shall be used to pay or reimburse CID Eligible Expenses incurred prior to Closing ("Predevelopment Costs"), to the extent that the same have been approved by the UG pursuant to properly submitted Certificate(s) of Expenditure, and subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but the CID Eligible Expenses identified on Exhibit H attached hereto, without the prior approval of the UG in its sole discretion; and

(iv) thereafter, to pay or reimburse Developer for the remaining CID Eligible Expenses, subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but the CID Eligible Expenses identified on Exhibit H attached hereto, without the prior approval of the UG in its sole discretion.

(c) CID Fund. During the existence of the CID, all CID Proceeds generated within the CID shall be deposited into a separate fund (the "CID Fund"), established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(d) Pay-Go CID Financing. Except for the earlier payment of the Developer Pursuit Costs and the Predevelopment Costs as described in Section 4.1(b) above, the parties hereby agree that the CID Proceeds shall be disbursed by the UG to Developer quarterly from the CID Fund on

a pay-as-you-go basis ("Pay-Go CID Financing") to reimburse Developer for the CID Eligible Expenses, if and only to the extent that: (1) there are sufficient CID Proceeds in the CID Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7, (3) Developer has not already been reimbursed for CID Eligible Expenses in an amount equal to the CID Cap (as defined in Section 4.2(d)(ii)), and (4) the Term has not yet expired. The parties further agree as follows:

(i) CID Collection Period. The CID Sales Tax shall be collected within the CID for a period that commenced on October 1, 2013, which is the date that the CID Sales Tax was first imposed within the CID, up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all CID Eligible Expenses by Pay-Go CID Financing in an amount equal to the CID Cap, or (b) September 30, 2035 (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the CID shall thereafter terminate, the CID Sales Tax shall terminate and no longer be levied or collected within the CID, and the UG shall promptly take any action required to so terminate the CID and the CID Sales Tax.

(ii) CID Cap. The CID Proceeds shall be available to Developer for reimbursement of CID Eligible Expenses through Pay-Go CID Financing, and the CID Proceeds available to Developer pursuant to subsections 4.2(b)(ii) through (iv) shall in no event exceed Three Million Three Hundred Thirty-Seven Thousand Dollars (\$3,337,000) (the "CID Cap"). Developer understands and agrees that the Developer's Pursuit Costs and Predevelopment Costs shall be included within, and count against, the CID Cap. The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Proceeds for reimbursement to Developer of any of Developer's CID Eligible Expenses. Once Developer has received an amount equal to the CID Cap in reimbursements of CID Eligible Expenses through Pay-Go CID Financing, the parties understand and agree that Developer's access to the Pay-Go CID Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go CID Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go CID Financing as provided in this Agreement.

(e) No CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go CID Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the CID Eligible Expenses or any other Project Costs.

(f) CID Administrative Fee. A portion of the CID Proceeds from the CID shall be used to pay an administrative fee in an amount equal to one percent (1%) of the CID Proceeds actually received by the UG from the DOR (the "CID Administrative Fee"), and Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Proceeds into the CID Fund. As and when there are sufficient CID Proceeds from the CID to pay the CID Administrative Fee, such CID Administrative Fee shall have first priority to available CID Proceeds.

4.3 TIF District. It is contemplated by the parties that the Public Infrastructure Costs and Project Costs shall be funded in part by Sales Tax TIF Proceeds and Property Tax TIF Proceeds (collectively, the "TIF Proceeds"). Developer has identified certain Project Costs which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs, located within the TIF District, identified on Exhibit H attached hereto, and

eligible for payment or reimbursement pursuant to the TIF Act (the "TIF Eligible Expenses"). In connection with the TIF District, the parties hereby agree as follows:

(a) Collection of TIF Revenues. For a period of twenty (20) years from the approval of the 2023 Project Plan the UG shall collect Incremental Sales Tax and Incremental Real Property Taxes as set forth below, unless the TIF District shall be earlier terminated pursuant to the express terms of this Agreement.

(i) Incremental Sales Tax. Subject to the terms and conditions of this Agreement and the TIF District Ordinance, the UG hereby agrees that the TIF Eligible Expenses, and the Public Infrastructure, may be financed and reimbursed with Pay-Go TIF Financing (defined below in Section 4.3(b)) from the Incremental Sales Tax collected within the TIF District. The "Incremental Sales Tax" includes all incremental sales and use taxes, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, which annually exceed the Base Year Revenues received by the UG from the TIF District. For purposes hereof, the term "Base Year Revenues" means the aggregate amount of the sales and use taxes described above for the twelve (12) month period preceding publication of the TIF District Ordinance.

(ii) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the 2023 Project Plan as approved by the TIF Project Ordinance, the UG hereby agrees that the TIF Eligible Expenses, and the Public Infrastructure, may be financed and reimbursed with Pay-Go TIF Financing from the Incremental Real Property Taxes collected within the TIF District. Pursuant to the provisions of the 2023 Project Plan and the TIF Act, including, but not limited to, Section 12-1775(a) of the TIF Act, all real property located within the TIF District is subject to assessment for annual Real Property Taxes (as defined in Annex 1). Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the TIF District. The "Incremental Real Property Taxes" means that amount of Real Property Taxes collected from within the TIF District that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District. For purposes hereof, the term "Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on the date of publication of the TIF Ordinance. The Base Year Assessed Valuation of the real property within the TIF District is Zero Dollars (\$0).

(iii) TIF Fund. During the existence of the TIF District, all Incremental Sales Tax generated within the TIF District and all Incremental Real Property Taxes generated within the TIF District shall be deposited into a separate fund (the "TIF Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(iv) Sales Tax TIF Proceeds. The revenues received from the Incremental Sales Tax, less the TIF Administrative Fee (as defined in Section 4.3(d)), constitute the "Sales Tax TIF Proceeds". The Sales Tax TIF Proceeds shall be used first to pay or reimburse the UG for the Public Infrastructure Costs and then to pay or reimburse Developer for the TIF Eligible Expenses, subject to the limitations in the TIF Act and provided that none of the Sales Tax TIF Proceeds shall be used to pay for anything but site work and other hard construction costs for the Improvements within the TIF District without the prior approval of the UG, in its sole discretion.

(v) Property Tax TIF Proceeds. The revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee (defined below in Section 4.3(d)), constitute the "Property Tax TIF Proceeds". The Property Tax TIF Proceeds shall be used first to pay or reimburse the UG for the Public Infrastructure Costs and then to pay or reimburse Developer for the TIF Eligible Expenses, subject to the limitations in the TIF Act and provided that none of the Property Tax TIF Proceeds shall be used to pay for anything but site work and other hard construction costs for the Improvements within the TIF District without the prior approval of the UG, in its sole discretion. The parties understand and agree that during the TIF Collection Period, an amount equal to eighty-five percent (85%) of the Property Tax TIF Proceeds shall be available to Developer to reimburse TIF Eligible Expenses.

(b) Pay-Go TIF Financing. Subject to the terms and conditions of this Agreement, the parties hereby agree that the TIF Proceeds shall be disbursed by the UG to Developer from the TIF Fund on a pay-as-you-go basis ("Pay-Go TIF Financing") to reimburse Developer for TIF Eligible Expenses, if and to the extent that: (1) there are sufficient TIF Proceeds in the TIF Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7, (3) Developer has not already been reimbursed for TIF Eligible Expenses in an amount equal to the TIF Cap (as defined in Section 4.3(b)(ii)), and (4) the Term has not yet expired. The parties further agree as follows:

(i) TIF Collection Period. The Incremental Sales Tax and Incremental Real Property Taxes shall be collected within the TIF District for a period that commences on the date that the 2023 Project Plan is approved by the UG's Commission up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all TIF Eligible Expenses by Pay-Go TIF Financing in an amount equal to the TIF Cap, or (b) twenty (20) years from the date that the 2023 Project Plan was approved (the "TIF Collection Period"). At the end of the TIF Collection Period, the parties understand and agree that the TIF District shall thereafter terminate, the UG shall no longer deposit Incremental Sales Tax and Incremental Real Property Taxes into the TIF Fund, and Developer shall have no further access to such Incremental Sales Tax and Incremental Real Property Taxes to reimburse or pay for TIF Eligible Expenses.

(ii) TIF Cap. After the UG has been paid in full for the Public Infrastructure Costs, thereafter the TIF Proceeds shall be available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing, and the TIF Proceeds available to Developer shall in no event exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), as the same may be increased by the UG in order to satisfy the provisions of Section 3.1(a) (the "TIF Cap"). The TIF Cap shall, for all purposes set forth herein, operate as a cap on the use of TIF Proceeds for reimbursement to Developer of any of Developer's TIF Eligible Expenses. Once Developer has received an amount equal to the TIF Cap in reimbursements of TIF Eligible Expenses through Pay-Go TIF Financing, the parties

understand and agree that Developer's access to the Pay-Go TIF Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go TIF Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go TIF Financing as provided in this Agreement.

(c) No TIF Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go TIF Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the TIF Eligible Expenses or any other Project Costs.

(d) TIF Administrative Fee. A portion of the Incremental Real Property Taxes and Incremental Sales Taxes shall be used to pay an administrative fee in an amount equal to one percent (1%) of such Incremental Real Property Taxes and Incremental Sales Taxes (the "TIF Administrative Fee"). The TIF Administrative Fee shall be due and payable on the date the Incremental Real Property Taxes and Incremental Sales Taxes are received by the UG. Developer hereby understands and agrees that such TIF Administrative Fee shall be withheld by the UG prior to depositing the TIF Proceeds into the TIF Fund. As and when there are sufficient TIF Proceeds to pay the TIF Administrative Fee, the TIF Administrative Fee shall have first priority to available Incremental Real Property Taxes and Incremental Sales Taxes.

4.4 TGT Grant. The UG hereby agrees to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to grant up to One Million Dollars (\$1,000,000), as the same may be increased by the UG in order to satisfy the provisions of Section 3.1(a), of the UG's transient guest taxes for pay-as-you-go reimbursement to Developer for the Reardon Center Costs (the "TGT Grant"). For purposes hereof, transient guest taxes means the local transient guest taxes received by the UG, which are imposed pursuant to K.S.A. 12-1693 *et seq.* and Charter Ordinance No. CO-01-18, as amended from time to time.

(a) Reardon Center Costs. It is contemplated by the parties that certain Project Costs shall be funded in part by the TGT Grant if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs for the Reardon Center, identified on Exhibit H attached hereto and eligible for payment or reimbursement pursuant to Applicable Laws and Requirements, including K.S.A. 12-1693 *et seq.* and the UG's charter ordinances (the "Reardon Center Costs").

(b) TGT Fund. The TGT Grant shall be deposited into a separate fund (the "TGT Fund"), which shall be established and administered by the UG in compliance with all Applicable Laws and Requirements and this Agreement.

(c) Conditions for Reimbursement. Developer shall not receive any reimbursements from the TGT Grant unless and until the conditions precedent set forth below have been satisfied as determined by the UG in its sole discretion:

- i. the UG has approved Certificate(s) of Expenditure for the Reardon Center Costs which are to be reimbursed with the TGT Grant; and
- ii. Developer shall be in full compliance with the terms and conditions of this Agreement and Developer shall not be in default hereunder, nor shall there be conditions,

actions or omissions of Developer which will, with the passage of time become occurrences of default hereunder.

4.5 50/50 Limitation. Except for and excluding the earlier payment of the Developer's Pursuit Costs and the Predevelopment Costs, the parties agree that the TGT Grant, along with the CID Proceeds and TIF Proceeds available to Developer for reimbursement of CID Eligible Expenses and TIF Eligible Expenses at any given time shall be limited to an amount which is equal to one half (1/2) of the amount of Project Costs which have been paid by Private Funds. In other words, the TGT Grant, plus the reimbursement of CID Eligible Expenses from Pay-Go CID Financing and the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing are to be paid, collectively, on a 50/50 basis between Private Funds and TGT Grant, the CID Proceeds and TIF Proceeds available to Developer, and there shall not at any time during the Term be more Project Costs paid with the TGT Grant, CID Proceeds and TIF Proceeds than the amount of Project Costs paid by Private Funds (the "50/50 Limitation"). However, the parties understand and agree that for purposes of this provision, the portion of Private Funds which are spent on legal fees, developer fees, contingency and construction period interest shall not be included in the calculation of Private Funds for purposes of calculating the 50/50 Limitation. By way of illustrative example of the 50/50 Limitation, if at a given point in time, Developer has incurred Project Costs (including any CID Eligible Expenses and TIF Eligible Expenses) equal to \$200 (none of which has been reimbursed with TGT Grant moneys, CID Proceeds and/or TIF Proceeds), then Developer's maximum reimbursement for CID Eligible Expenses and/or TIF Eligible Expenses from Pay-Go CID Financing and/or Pay-Go TIF Financing is \$100. However, the parties further understand and agree that if at a given point in time, Developer has incurred \$225 of Project Costs, of which \$125 are CID Eligible Expenses and/or TIF Eligible Expenses and \$100 are not CID Eligible Expenses or TIF Eligible Expenses (and are not land acquisition, legal fees, and/or construction period interest), then: (i) at that particular time, no more than \$100 of CID Eligible Expenses and/or TIF Eligible Expenses may be reimbursed with TGT Grant funds, CID Proceeds and/or TIF Proceeds, but (ii) if Developer later incurs an additional \$25 of Project Costs which are paid with Private Funds, then the remaining \$25 of CID Eligible Expenses and/or TIF Eligible Expenses may be reimbursed with TGT Grant funds, CID Proceeds and/or TIF Proceeds. Payment of Project Costs from Private Funds shall be evidenced to the UG as set forth in Section 4.8 below.

4.6 Percentage Limitation. In addition to the CID Cap, TIF Cap and the 50/50 Limitation set forth above, the parties hereby agree that upon completion of the Improvements and submittal of the final Certificates of Expenditure by Developer pursuant to Section 4.8 below, the CID Cap and TIF Cap shall be reduced if and to the extent that the CID Eligible Expenses and TIF Eligible Expenses shall be more than 31% of the total Project Costs (including the Private Funds therefor). In other words, if and to the extent that the CID Eligible Expenses and TIF Eligible Expenses shall collectively be more than 31% of the total Project Costs, then Developer hereby agrees that the CID Cap and TIF Cap shall be proportionately reduced so that the CID Eligible Expenses and TIF Eligible Expenses shall not be more than 31% of the total Project Costs.

4.7 Conditions Precedent to Reimbursements. Developer hereby understands and agrees that even when CID Proceeds and TIF Proceeds have begun to be collected by the UG, the UG will hold and not disburse to Developer any reimbursements for CID Eligible Expenses from Pay-Go CID Financing and/or any reimbursements for TIF Eligible Expenses from Pay-Go TIF Financing, unless and until the conditions precedent set forth below have been fully satisfied as determined by UG in its sole reasonable discretion:

- (a) The UG has approved Certificate(s) of Expenditures for such CID Eligible Expenses and/or TIF Eligible Expenses;

(b) Developer shall have achieved Substantial Completion of the Commercial Space, Multi-Family Space and Reardon Center; provided, however, that the parties hereby specifically agree that Substantial Completion shall not be required for the disbursement of the Developer's Pursuit Costs or the Predevelopment Costs from CID Proceeds, or the TGT Grant or the UG Contribution to Developer as described in Sections 4.2(b)(ii) through (iv), 4.4 or 7.13(e); and

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

4.8 Certificate(s) of Expenditures for Reimbursement from CID Proceeds, TIF Proceeds, TGT Grant and UG Contribution. The parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Project Costs from Pay-Go CID Financing, Pay-Go TIF Financing, TGT Grant and/or the UG Contribution (as defined in Section 7.13(d)(ii)), Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit I** (each, a "Certificate of Expenditures") attesting to the expenditure of Project Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditures each month, but no more than one time per month, for each of the CID Fund, the TIF Fund, the TGT Fund and the UG Contribution. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures to the UG, except through Developer or except as otherwise approved by the UG and Developer.

(b) Procedures for Certification of Expenditures. The UG or a representative of the UG shall review the Certificate(s) of Expenditures to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the UG a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of public financing proceeds (CID Fund, TIF Fund, TGT Fund and/or UG Contribution) for payment of such Project Costs. Developer shall certify to the UG that it shall only use the CID Proceeds, TIF Proceeds, TGT Grant and/or UG Contribution for the designated Project Costs described in the Certificate of Expenditures and that such proceeds shall not be commingled with other sources or uses. Developer shall further certify to the UG that it will only use: (i) the CID Proceeds for CID Eligible Expenses, (ii) the TIF Proceeds for TIF Eligible Expenses, and (iii) the TGT Grant and the UG Contribution for Reardon Center Costs.

(ii) Each Certificate of Expenditures shall be accompanied by an accounting of the Private Funds paid to date, along with supporting documentation therefor.

(iii) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the UG shall reasonably require to document appropriate payment.

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

(v) The UG reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set

forth in Section 4.8(b)(iii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute CID Eligible Expenses, TIF Eligible Expenses, and/or Reardon Center Costs (as the case may be).

(vi) The UG shall have forty-five (45) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to the Developer. If the UG disapproves of the Certificate of Expenditures, the UG shall notify the Developer in writing of the reason for such disapproval within such forty-five (45) day period, in which event the Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(vii) Notwithstanding anything in this Agreement to the contrary, the UG agrees that for the payment of Developer's Pursuit Costs and Predevelopment Costs from the CID Proceeds (as described in Section 4.2(b)(ii) and 4.2(b)(iii) above), the TGT Grant and the UG Contribution, the Developer may direct the UG either (A) to directly pay its General Contractor for costs related to construction services that are directly or indirectly managed by its General Contractor or (B) to directly pay the Developer for professional services procured by the Developer and for which the Developer has paid or is obligated to pay, by providing written notice to the UG with each of the Certificate of Expenditures for the same. In such instance, the UG shall not require the Developer to produce lien waivers or other evidence of payment of Project Costs identified in the Certificate of Expenditure that are to be paid directly to the Developer's General Contractor or the Developer, as the case may be. Any portion of the CID Proceeds, and/or the TGT Grant and/or the UG Contribution which is paid directly to the General Contractor, pursuant to this provision shall be have paid for the benefit of Developer as though those funds had been received directly by Developer; in no event shall the UG be required to duplicate (by making an additional payment to the Developer) any disbursement of the of the CID Proceeds, the TGT Grant and/or the UG Contribution which is paid by the UG directly to the General Contractor.

(c) Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the CID Proceeds, TIF Proceeds, TGT Grant and UG Contribution is important to the UG and the Developer for various reasons. Accordingly, the parties hereby understand and agree that the UG may retain outside third party representatives to manage and/or provide oversight to this process and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's costs for retaining such third parties.

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

(a) First, to the UG, to the extent permitted by Applicable Laws and Requirements, as payments by the Developer for any amounts due and owing to the UG; provided, however, the UG shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by the Developer to the UG under this Agreement, under any other agreement between Developer and the

UG, or under any Applicable Laws and Requirements; (ii) all actual out of pocket costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate (as defined in Annex 1)); (iii) indemnification of the UG for any indemnity obligation owed by Developer (or any Affiliate) to the UG, and any interest or penalty thereon; and (iv) any reimbursement due to the UG on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; and

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

4.10 Line Items. The parties hereby agree that increases or decreases in line item amounts in the columns labeled "CID Eligible Expenses", "TIF Eligible Expenses" or "Reardon Center Costs" in the Total Project Budget as set forth on **Exhibit H** may be made by Developer as long as: (a) no such increase represents more than a fifteen percent (15%) change per line item, unless otherwise approved by the County Administrator or his or her designee, and (b) prior to requesting reimbursement for any such line item change(s), Developer provides the County Administrator's office with a modified Total Project Budget reflecting such change(s).

4.11 IRBs. Developer has requested IRB financing in order to pay certain Project Costs pursuant to K.S.A. 12-1741 *et seq.* Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem taxes for the Project or the Project Site. Developer agrees to pay all costs and expenses related to the issuance of the IRBs, including without limitation the UG's IRB issuance fees.

ARTICLE 5. CLOSING

5.1 Closing. The terms "Closing" and "Closing Date" as used in this Agreement shall be deemed to mean the date on which Developer shall close on the acquisition of the Multi-Family Site and the execution and delivery of the Reardon Center Ground Lease. After satisfaction of the Closing Conditions set forth in Section 3.1 above, Developer shall provide written notice to the UG setting forth the proposed Closing Date and use commercially reasonable efforts to do so at least thirty (30) days in advance thereof. Upon receipt of Developer's written notice, the UG shall initiate the procedures necessary to cause the transfer of the Multi-Family Site. Notwithstanding anything herein to the contrary, the Closing Date must occur on or before the Drop Dead Date, or either party shall have the right to terminate this Agreement.

ARTICLE 6. CONSTRUCTION OF IMPROVEMENTS

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

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the 2023 Project Plan and all Applicable Laws and Requirements. Developer

recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities (as defined in Annex 1) in accordance with Applicable Laws and Requirements. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes (as defined in Annex 1) to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the 2023 Project Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to Developer; and (c) guaranteed Substantial Completion not later than the Completion Date. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other changes or amendments to the Construction Documents that constitute a Material Change. Developer agrees with the UG that it will: (a) perform its duties and obligations under the Construction Documents in all material respects and (b) exert commercially reasonable efforts to enforce the obligations of all other parties thereunder.

6.5 Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior approval of the UG in accordance with Applicable Laws and Requirements. The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine the requirements of this Agreement have been met. Developer shall obtain the UG's approval of all change orders relating to the Improvements that result in a Material Change.

6.6 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the 2023 Project Plan, have the sole right, and the responsibility, to design, manage, construct and operate the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.7 Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, the General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer, Developer's lender, and the UG.

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

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

monthly, to review and discuss the design, development and construction of the Improvements and the Project as well as monthly reports on leasing prospects for the Commercial Space.

6.10 Commencement Date and Completion Date. Developer hereby agrees that, subject only to Force Majeure, Developer shall "commence construction" on (a) the Commercial Space, Multi-Family Space and Reardon Center on or before that date which is sixty (60) calendar days after the Closing Date (the "Commencement Date"). Developer further agrees that, subject only to Force Majeure, Developer shall achieve Substantial Completion on or before eighteen (18) months after the Commencement Date (the "Completion Date").

ARTICLE 7. USE AND OPERATION

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

7.2 Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only as follows: (i) use of the Commercial Space as first-class commercial space consisting of national chain retail restaurants and stores and/or high-quality, locally-owned restaurants, entertainment and shopping; (ii) use of the Multi-Family Space as described in Section 2.2(b) above; and (iii) use of the Reardon Center as an education and conference center as described in Section 2.2(c) above.

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

(c) Additionally, Developer hereby understands and agrees that the nature of the retail uses within the CID and TIF District were critical to the UG's creation of same. Accordingly, the parties hereby agree that the following uses shall be prohibited within the CID and TIF District, except as otherwise provided herein or with the prior written approval of the UG:

(i) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project, as determined by the UG and Developer in their reasonable discretion.

(ii) A car wash facility.

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal.

(iv) A facility for the assembling, manufacturing, refining, or smelting, drilling, mining, exploring or the producing of oil, gases or other minerals.

(v) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry, except for pets permitted in accordance with Developer's leasing policy for the Multi-Family Space.

(vi) Salvage or reclamation yards and the storage of inoperative vehicles.

(vii) Any pawn shop or "second hand" store; provided, however, that the foregoing restriction shall not in any way prohibit the operation of high quality antique or so-called vintage stores.

(viii) Any retail "dollar store" or similar concept store exclusively selling a variety of goods at specific price points which is a few dollars or less.

(ix) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, and participants of the Project.

(x) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near the rear of any building within the CID and/or TIF District, or elsewhere within the CID and/or TIF District subject to the approved final Development Plan, the 2023 Project Plan, and in compliance with all Applicable Laws and Requirements.

(xi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion within the CID and/or TIF District to determine its own selling prices nor shall it preclude second-hand sales or the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).

(xii) Any central laundry, or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility, or a central laundry or laundromat that complies with Environmental Regulations (as defined in Annex 1) and other Applicable Laws and Requirements.

(xiii) Any automobile, truck or equipment dealerships of any kind, including without limitation, facilities with permanent sales, leasing or displays of any automobile, truck, trailer or recreational vehicle, except for in conjunction with promotions, displays, and other marketing activities (subject to Applicable Laws and Requirements).

(xiv) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, unless ancillary to new vehicle sales (if such new vehicle sales are entirely interior or are approved by the UG under subparagraph (xii) above).

(xv) Any mortuary or funeral home.

(xvi) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; except that this provision shall not be deemed to preclude the operation within the CID and/or TIF District of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvii) A nightclub, which shall be deemed to mean any bar, restaurant, club or other establishment that derives seventy percent (70%) or more of its gross receipts from the sale of alcoholic beverages.

(xviii) Any store selling tobacco products, CBD products, electronic or vapor smoking devices or paraphernalia; provided that this restriction is not intended to prohibit a grocery store, drug store, high-quality and reputable gas station or convenience store, or other businesses where such products are sold but are not relevant to the business's primary source of revenue.

(xix) Any hookah bars or other establishment with a primary focus on smoking.

(xx) Pay-day or title loan facilities.

(xxi) Any seasonal tax preparation facilities; provided, however, for purposes of clarity, nothing herein is intended to prohibit independent certified public accountants with office space in the Project.

(xxii) Any store or business that uses "street marketing" of any kind, including without limitation, inflatable signs or characters, people dressed in costume, holding signs or wearing sandwich-boards or otherwise advertising directly to pedestrians or vehicular traffic.

(xxiii) Any precious metals facilities, except for and excluding high quality jewelry stores that purchase precious metals as an ancillary part of their business operations.

(xxiv) A flea market.

(xxv) Any use not permitted by the applicable zoning ordinance of the UG.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the UG's Code of Ordinances. The UG's Commission may grant variances to the restrictions set forth in this Section 7.2(c) from time to time in its sole and absolute discretion. At Closing, or within thirty (30) days thereafter, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 7.2(c) and record the same against the real property within the CID and/or TIF District, which restrictions shall be effective and run with the land for the Term of this Agreement. The UG shall consent to additional reasonable development, use and maintenance covenants for the Project Site to ensure the ongoing, high-quality use of the Project.

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

7.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similarly situated first-class mixed-use convention center, commercial, retail, and/or residential space (as the case may be) in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make

additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Development Plan, and the 2023 Project Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

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

7.6 Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer or each relevant successor parcel owner. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the IRB financing and disbursements from the CID Fund, TIF Fund, TGT Fund and UG Contribution for the Project shall be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

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

7.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage (as defined in Annex 1), Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 7.2 of this Agreement.

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

7.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operates covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit J**, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars (\$500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee (as defined in Annex 1).

7.11 Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty (as defined in Annex 1) during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

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

(d) In the event of a Casualty that occurs on or after the date that is ten (10) years after the date of Substantial Completion of the Project, and if (i) the Damaged Facilities consist of the Commercial Space, and/or Multi-Family Space only (not including the Reardon Center), and (ii) insurance proceeds are not available or sufficient to rebuild such Damaged Facilities, then Developer may terminate this Agreement by notice to the UG, in which case (x) Developer's access to the Pay-Go TIF Financing, Pay-Go CID Financing, and any IRB financing shall be immediately terminated, and (y) Developer shall demolish such Damaged Facilities, and return the portions of the Project Site upon which the Damaged Facilities are demolished, with all rubble and debris

removed and such property shall thereafter be landscaped, seeded and maintained as green space until the same is redeveloped. The parties hereby specifically agree that nothing herein shall be deemed to allow Developer to terminate and fail to repair, restore and replace the Reardon Center or any Private Infrastructure (to the extent the same is owned or maintained by Developer), Parking Improvements or other Improvements related thereto during the Term.

7.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the UG at the Project Site which are within or under the control of Developer or pursued for the exclusive benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the 2023 Project Plan, the CID, the TIF District, the formation of the CID and imposition of the CID Sales Tax and the terms thereof, the formation of the TIF District and collection of the Incremental Sales Tax and Incremental Real Property Taxes and the terms thereof, and of the public financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 7.12 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement.

7.13 Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage, which are hereby permitted without any further approval of the UG, and except as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the UG: (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree as follows:

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

(b) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without any further approval of the UG, make leases of portions of the Commercial Space to reputable retail tenants (the foregoing shall not include long-term ground leases, which shall require UG approval);

(c) Without any further approval of the UG, Developer may transfer all or a portion of the Multi-Family Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity provided that the Controlling Person or Entity of such transferee entity is also the Controlling Person or Entity of the Developer, and provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project or this Agreement so transferred to such transferee entity, and (ii) remains liable jointly and severally with Developer therefor (an "Affiliate Transfer"). Developer shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days following such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement;

(d) The parties acknowledge and agree that it is Developer's intent to enter into the Reardon Center Management Agreement to provide for the operation of the Reardon Center by Manager for an initial term of three (3) years. The parties further agree as follows:

(i) The Reardon Center Management Agreement shall provide for the UG's use of the Reardon Center for UG events as set forth in Section 2.3(c)(i). The obligations set forth in the Reardon Center Management Agreement may not be assigned or transferred without the prior written approval of the UG, and upon such UG approval, the obligations pertaining to the UG's use of the Reardon Center shall apply to any such transferee or assignee. The UG shall have the right to review and approve (in writing) the Reardon Center Management Agreement.

(ii) The UG will provide a one-time contribution of One Million Dollars (\$1,000,000) from the Reardon Center Maintenance Fund to pay for the Reardon Center Costs (the "UG Contribution"). In exchange for the UG Contribution, Developer agrees to provide the UG with use of and access to the Reardon Center as generally described in Section 2.3(c)(i). If the UG's use of the Reardon Center is interrupted or denied, the UG may refuse to approve any further Certificate(s) of Expenditures or make any further reimbursements of CID Eligible Expenses, TIF Eligible Expenses and/or Reardon Center Costs until the UG's use of the Reardon Center is restored. The UG Contribution will be reimbursed to Developer as set forth in Section 4.8 of this Agreement, provided that the UG shall not disburse to Developer any reimbursements for the UG Contribution unless and until the conditions precedent set forth below have been satisfied as determined by the UG in its sole discretion:

a. the UG has approved Certificate(s) of Expenditure for the Reardon Center Costs which are to be reimbursed with the UG Contribution; and

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

(e) In the event that Developer desires to replace the Manager, any such change shall be approved in writing by the UG's County Administrator, which approval shall not be unreasonably withheld, conditioned or delayed. Further, the parties acknowledge and agree that Developer may enter into management agreements for other components of the Project, including without limitation the Multi-Family Space and the Commercial Space, with experienced management companies selected by Developer and approved in writing by the UG's County Administrator (including any changes to or replacements of such managers), which approval shall not be unreasonably withheld, conditioned or delayed.

7.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, procure any and all permits, licenses or authorizations necessary in connection therewith.

7.15 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the construction and operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.15 shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.16 Environmental Matters. Developer hereby agrees that by Closing on the acquisition of any portion of the Project Site, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon such portion of the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance (as defined in Annex 1) in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. The foregoing covenants contained in this Section 7.16 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Any amounts covered by

the foregoing indemnification shall bear interest from the date incurred at the Prime Rate (as defined in Annex 1) plus two percent (2%), or, if less, the maximum rate permitted by law, and shall be payable on demand.

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

ARTICLE 8. SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

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

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

(c) Developer shall not change the name of the Reardon Center without the prior written consent of the UG. In addition, the UG shall have the right to review and approve any sponsor of the Reardon Center with naming rights prior to the execution of any such naming rights agreement with such sponsor; provided, however, such approval shall not be unreasonably withheld, delayed or conditioned.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its Best Efforts to comply with the goals set forth in **Exhibit K** (as the term "Best Efforts" is defined therein), attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

ARTICLE 9. DEFAULT AND REMEDIES

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

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

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

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

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days following Developer's receipt of written notice from the UG specifying such breach;

(e) Developer breaches any of the terms of the Reardon Center Ground Lease and fails to cure or correct the same within thirty (30) days following Developer's receipt of written notice from the UG specifying such breach.

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

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 9.1 above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of CID Eligible Expenses, TIF Eligible Expenses and/or Reardon Center Costs unless and until such default is cured by Developer; (ii) refuse to approve any further IRB financing; (iii) terminate Developer's access to the Pay-Go CID Financing; (iv) terminate Developer's access to the Pay-Go TIF Financing; (v) terminate Developer's access to the TGT Grant; (vi) withhold the UG Contribution unless and until such default is cured by Developer; (vii) terminate this Agreement, and/or (viii) use any remedies provided to the UG under the Transaction Documents. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

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

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to

indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

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

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity.

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

ARTICLE 10. MISCELLANEOUS

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

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

10.3 Covenants of Parties.

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

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

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

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

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

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

(b) Representations and Warranties of the UG.

(i) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

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

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

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

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

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

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

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

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

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

10.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action

concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

10.11 **Notices.** All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

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

with a copy to:

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

And a copy to:

David Johnston
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 945
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: djohnston@wycokck.org

And a copy to:

Todd A. LaSala and
Anna M. Krstulic
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com
anna.krstulic@stinson.com

and to Developer at:

Lanier United, LLC
11817 Brookwood Street
Leawood, Kansas 66211

Attn: Willie Lanier, Jr.
Telephone: (816) 665-4712
e-mail: wlanier@lanierunited.com

with a copy to:

Wesley O. Fields
Bryan Cave Leighton Paisner LLP
1200 Main Street, Suite 3800
Kansas City, Missouri 64105
Telephone: (816) 374-3200
Email: wofields@bclplaw.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

10.12 Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the UG; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the UG or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 10.12 shall survive the Closing or any termination of this Agreement.

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

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

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

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

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

UG:

**THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____
Tyrone A. Garner, Mayor

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2024, by Tyrone A. Garner as Mayor of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

My commission expires

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

DEVELOPER:

LANIER UNITED, LLC, a Kansas limited liability company

By: _____
Willie Lanier, Jr., Manager

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024 by Willie Lanier, Jr., as Manager of Lanier United, LLC, a Kansas limited liability company.

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

My commission expires

ANNEX 1
DEFINITIONS

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term "Affiliate" shall not include passive investors or capital partners without day to day operational control of the Project.

"Affiliate Transfer" means a transfer by Developer of all or a portion of the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of the Developer, as described in Section 7.13(c).

"Agreement" means this Downtown Campus Development Agreement by and between the UG and Developer.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the 2023 Project Plan, the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and Budget Law (K.S.A. 79-2925 *et seq.*).

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

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment, as described in Section 7.13.

"Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on the date of publication of the TIF Ordinance, as described in Section 4.3(a)(ii).

"Base Year Revenues" means the aggregate amount of sales and use taxes imposed pursuant to K.S.A. 12-187 *et seq.*, limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, for the twelve (12) month period preceding the date of publication of the TIF Ordinance, as described in Section 4.3(a)(i).

"BPU" means the Kansas City Board of Public Utilities.

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer, as described in Section 7.11(a).

"Certificate of Expenditures" means those certain certificates submitted by Developer in accordance with Section 4.8 and on the form set forth in **Exhibit I**.

"CID" means the community improvement district encompassing the Reardon Center Site and other property outside of the Reardon Center Site, as described in Recital D, and legally described and generally depicted in the CID Ordinance attached hereto as **Exhibit B**.

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

"CID Administrative Fee" means the annual administrative fee for the CID Fund, as described in Section 4.2(f).

"CID Cap" means the limitation on CID Proceeds available to Developer for reimbursement of CID Eligible Expenses through Pay-Go CID Financing, as described in Section 4.2(d)(ii).

"CID Collection Period" means the period that commenced on October 1, 2013 when the CID Sales Tax was first imposed within the CID up to and concluding upon that date which is the earlier of (i) the date that Developer has been reimbursed for all CID Eligible Expenses by Pay-Go CID Financing in an amount equal to the CID Cap, or (ii) September 30, 2035, as described in Section 4.2(d)(i).

"CID Eligible Expenses" means those certain Project Costs identified by Developer which may be reimbursed with CID Proceeds if and to the extent that such Project Costs are related to demolition and hard site improvement and construction costs, located within the CID, agreed upon by the parties and identified on **Exhibit H** attached hereto, and eligible for payment or reimbursement pursuant to the CID Act, as described in Section 4.2.

"CID Fund" means the separate fund and account established by the UG for collection of the CID Proceeds collected within the CID, as described in Section 4.2(c).

"CID Ordinance" means Ordinance No. O-37-13 passed by the UG pursuant to the CID Act on June 6, 2013 to approve the CID, as described in Recital D and a copy of which is attached hereto as **Exhibit B**.

"CID Proceeds" means the revenues received from imposition of the CID Sales Tax, less the CID Administrative Fee, as described in Section 4.2(b).

"CID Sales Tax" means the sales tax of two percent (2%) imposed within the CID on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable, as described in Recital D and Section 4.2(a).

"Closing" and "Closing Date" means the date on which Developer shall close on the acquisition of the Multi-Family Site and the execution and delivery of the Reardon Center Ground Lease, as set forth in Section 5.1.

"Closing Conditions" means the conditions precedent to Closing, as set forth in Section 3.1.

"Commence Construction" and "Commencement of Construction" means the issuance of the appropriate permits for demolition of existing buildings on the Project Site and construction of the Improvements and Developer's undertaking of a continuous program of construction for the Improvements, as described in Section 2.3(b).

"Commencement Date" means the date by which Developer shall "commence construction" of the Commercial Space, Multi-Family Space and Reardon Center, as described in Section 6.10.

"Commercial Space" means approximately 7,500 square feet of commercial for neighborhood retail, restaurant, entertainment and/or office uses as described in Recital A and Section 2.2(a).

"Completion Date" means the date by which Developer shall achieve Substantial Completion of the Commercial Space, Multi-Family Space and Reardon Center, as described in Section 6.10.

"Construction Documents" means the Developer's construction documents relative to the Improvements, as described in Section 6.3.

"Controlling Person or Entity" means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 7.13(c).

"Damaged Facilities" means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty, as described in Section 7.11(b).

"Deed" means the quitclaim deed by which the UG conveys the Multi-Family Site to Developer, as described in Section 2.3.

"Developer" means Lanier United, LLC, a Kansas limited liability company.

"Development Plan" means the final site plan approvals for the Improvements (or portion(s) thereof), as described in Section 2.2.

"DOR" means the Kansas Department of Revenue.

"Drop Dead Date" means the date certain by which all Closing Conditions must be met or waived and Closing must occur, as set forth in Section 3.2.

"Due Diligence Period" means the period of one hundred twenty (120) days after the Effective Date in which Developer shall complete its Investigations, as described in Section 2.3(a).

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

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

"50/50 Limitation" means the limitation on the reimbursement to Developer of CID Eligible Expenses from Pay-Go CID Financing and the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing, as described in Section 4.5.

"Force Majeure" is defined in Section 10.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the general contractor selected by Developer for the Improvements, as described in Section 6.3.

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

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

"Improvements" means those certain improvements that are contemplated to be constructed in the Project, as described in Section 2.2 and generally depicted in **Exhibit F**.

"Incremental Real Property Taxes" means that amount of Real Property Taxes collected from the real property within the TIF District that is in excess of the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District, as described in Section 4.3(a)(ii).

"Incremental Sales Tax" means that amount of sales and use taxes received by the UG from the TIF District, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, which exceeds the Base Year Revenues, as described in Section 4.3(a)(i).

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

"Investigations" means the Developer's inspections of the Project Site, including the right to non-invasive testing of same, as described in Section 2.3(a).

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

"Manager" means the experienced meeting space operator approved by the UG, as described in Section 2.2(c).

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

"Multi-Family Site" means the portion of the Reardon Center Site needed for construction of the Multi-Family Space and Commercial Space, as described in Section 2.3.

"Multi-Family Space" means 85 to 100 apartment units and associated amenities, as described in Recital A and Section 2.2(b).

"Original Project Plan" means the Redevelopment Project Plan for the TIF District approved and adopted by the UG pursuant to Ordinance No. O-46-20, as described in Recital F.

"Original TIF District " means the TIF District established by the UG pursuant to the TIF Act and the Original TIF District Ordinance, as described in Recital E.

"Original TIF District Ordinance" means Ordinance No. O-16-20 passed by the UG pursuant to the TIF Act on or about March 26, 2020 to approve the TIF District, as described in Recital E and a copy of which is attached hereto as **Exhibit C**.

"Parking Improvements" means any parking improvements provided for in Section 2.2(e).

"Pay-Go CID Financing" means a method of financing pursuant to which certain CID Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as CID Proceeds are deposited in the CID Fund, as described in Section 4.2(d).

"Pay-Go TIF Financing" means a method of financing pursuant to which certain TIF Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as Sales Tax TIF Proceeds and/or Property Tax TIF Proceeds are deposited into the TIF Fund, as described in Section 4.3(b).

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Project Site, which are acceptable to Developer in its sole discretion.

"Permitted Mortgage" means any mortgage placed on, or other security interest granted in, the Project Site or any part thereof in connection with any construction or permanent financing of the Project.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Uses" means (i) use of the Commercial Space as first-class commercial space consisting of national chain retail restaurants and stores and/or high-quality, locally-owned restaurants, entertainment and shopping; (ii) use of the Multi-Family Space as described in Section 2.2(b); and (iii) use of the Reardon Center as an education and conference center as described in Section 2.2(d); all as described in Section 7.2(a).

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

"Plans and Specifications" means the plans and specifications for the Improvements, as described in Section 6.2.

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

"Private Funds" means the Developer's private equity and debt used to pay the costs for the design, development and construction of the Project, as described in Section 4.1.

"Private Infrastructure" means all of the infrastructure improvements, which may include, without limitation, site work, lighting, sewer, stormwater and water main improvements, and irrigation systems, necessary to support the Improvements in the Project other than the Public Infrastructure, as described in Section 2.2(d).

"Project" means the design, development, and construction of the Improvements on the Project Site, as described in Section 2.2.

"Project Costs" means the costs of acquiring, designing, developing, constructing and completing the Project, as described in Section 4.1 and **Exhibit H**.

"Project Site" means Reardon Center Site and the Multi-Family Space and Commercial Space, collectively, as described in Recital A, legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**.

"Property Tax TIF Proceeds" means the revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee, as described in Section 4.3(a)(v).

"Purchase Price" means the One Hundred Dollars (\$100.00) to be paid by Developer to the UG at Closing for the Multi-Family Site, as described in Section 2.3.

"Real Property Taxes" means all taxes levied on an ad valorem basis upon land and Improvements within the TIF District, as described in Section 4.3(a)(ii).

"Reardon Center" means approximately 7,500 square feet of first-class multi-purpose banquet/meeting space with capacity to seat 325 people for community events and programs, as described in Recital A and Section 2.2(c).

"Reardon Center Costs" means those certain Project Costs related to demolition and site improvement and hard construction costs for the Reardon Center, identified on **Exhibit H** attached hereto and eligible for payment or reimbursement pursuant to Applicable Laws and Requirements, including K.S.A. 12-1693 *et seq.* and the UG's charter ordinances, as described in Section 4.4.

"Reardon Center Ground Lease" means the ground lease on the portion of the Reardon Center Site which is needed for construction of the Reardon Center, pursuant to which the UG will ground lease certain real property (and the Improvements thereon) to Developer, as described in Section 2.3(c).

"Reardon Center Management Agreement" means the separate agreement between Developer and Manager providing for management and operation of the Reardon Center to be approved by the UG, as described in Section 2.2(c) and Section 7.13(d).

"Reardon Center Site" means approximately 1.56 acres of real property located at 510 and 520 Minnesota Avenue in Kansas City, Kansas, as described in Recital A.

"Remediation Extension" means the extension of Developer's right to terminate this Agreement beyond expiration of the Due Diligence Period in the event that any environmental remediation of the Project Site undertaken by the UG (in the UG's sole discretion) extends beyond the Due Diligence Period, in which event Developer's right to terminate will expire ten (10) days after the completion of any such remediation by the UG, as described in Section 2.3(a).

"Resolution of Intent" means that certain master resolution of intent indicating the UG's intention to grant to Developer the IRB financing, as described in Sections 3.1(d) and 4.10.

"Reversionary Interest" means the right of reversion in favor of the UG pertaining to the Multi-Family Site in the event that Developer fails to meet certain conditions, as described in Section 2.3(b).

"Reversionary Interest Notice" means the written notice of default provided by the UG to Developer in order to exercise the Reversionary Interest, as described in Section 2.3(b).

"Sales Tax TIF Proceeds" means the revenues received from the Incremental Sales Tax, less the TIF Administrative Fee, as described in Section 4.3(a)(iv).

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt of a temporary certificate of occupancy for the Improvements).

"Term" means the term of this Agreement, as described in Section 7.1.

"TGT Fund" means the separate fund and account established by the UG for collection of the TGT Grant collected within the CID, as described in Section 4.4(c).

"TGT Grant" means the UG's agreement to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to pledge up to One Million Dollars (\$1,000,000) of the UG's transient guest taxes generated within the CID during the Term of this Agreement for reimbursement to Developer for the Reardon Center Costs outside of the CID Act and structure, as described in Section 4.4(b).

"TIF" means tax increment financing.

"TIF Act" means K.S.A. 12-1770 *et seq.*, as amended.

"TIF Administrative Fee" means the annual administrative fee for the TIF Fund, as described in Section 4.3(d).

"TIF Cap" means the limitation on TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing, as described in Section 4.3(b)(ii).

"TIF Collection Period" means the period that commences on the date that the 2023 Project Plan was approved by the UG's Commission up to and concluding upon that date which is twenty (20) years from the date that the 2023 Project Plan was approved, as described in Section 4.3(b)(i).

"TIF District" means the TIF District established by the UG pursuant to the TIF Act and the Original TIF District Ordinance, as amended by the TIF Project Ordinance, as described in Recitals E and G, legally described in **Exhibit D-1**, and generally depicted in **Exhibit D-2**.

"TIF Eligible Expenses" means those certain Project Costs identified by Developer which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are related to demolition and site improvement and hard construction costs, located within the TIF District, agreed upon by the parties and identified on **Exhibit H** attached hereto, and eligible for payment or reimbursement pursuant to the TIF Act, as described in Section 4.3.

"TIF Proceeds" means the Sales Tax TIF Proceeds and the Property Tax TIF Proceeds, as described in Section 4.3.

"TIF Project Ordinance" means the ordinance passed by the UG pursuant to the TIF Act to approve the 2023 Project Plan, as described in Recital G and a copy of which will be attached hereto as **Exhibit E**.

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

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

"2023 Project Plan" means the Redevelopment Project Plan for the TIF District approved by the UG pursuant to Ordinance No. O-131-23, as described in Recital G, and a copy of which is attached hereto as **Exhibit D**.

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

"UG Contribution" means the payment by the UG to Developer for the UG's use of the Reardon Center, as described in Section 7.13(d)(ii).

"UG Parties" means the UG and its agents, officers, contractors and employees, as described in Section 2.3(a).

INDEX OF EXHIBITS

Exhibit A-1	The Project Site – Legal Description
Exhibit A-2	The Project Site – Map
Exhibit B	CID Ordinance
Exhibit C	Original TIF District Ordinance
Exhibit D-1	TIF District – Legal Description
Exhibit D-2	TIF District – Map
Exhibit E	TIF Project Ordinance
Exhibit F	Improvements – Depiction
Exhibit G	<i>Reserved</i>
Exhibit H	Total Project Budget
Exhibit I	Form of Certificate of Expenditures
Exhibit J	Insurance Specifications
Exhibit K	LBE/MBE/WBE Goals and Requirements

EXHIBIT A-1

PROJECT SITE – LEGAL DESCRIPTION

All of Lot 9, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, recorded in the Wyandotte County Register of Deeds Office in Book 33, Page 56, identified as Parcel #216205 and more commonly known as 600 State Avenue; and

All of Lot 4, Replat of Parcel 3, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, recorded in the Wyandotte County Register of Deeds Office as Document #2016R-01402 in Book 45, Page 5, identified as Parcel #412303 and more commonly known as 500 Minnesota Avenue.

EXHIBIT A-2

PROJECT SITE – MAP

Reardon Center – 500 Minnesota Ave. (Parcel ID # 412303)



EXHIBIT B
CID ORDINANCE



8 0 6 6 7 5 7
Tx:4041041

2013R-09481
NANCY BURNS
REGISTER OF DEEDS
WYANDOTTE COUNTY, KS
RECORDED ON
07/02/2013 08:42:00 AM
REC FEE: 14.00
TECHNOLOGY FEE: 10.00
PAGES: 5

(Published in The Wyandotte Echo on June 13, 2013)

ORDINANCE NO. 0-37-13

AN ORDINANCE AUTHORIZING THE CREATION OF THE DOWNTOWN HOTEL COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF KANSAS CITY, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 2.0% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

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 a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the Unified Government Clerk on April 5, 2013, proposing the creation of the Downtown Hotel Community Improvement District (the "CID") under the Act, the imposition of a community improvement district sales tax in order to pay the costs of projects as described in the Petition (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 create the CID and to levy a community improvement district sales tax in an amount equal to 2.0% as requested in the Petition (the "CID Sales Tax"); and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official Unified Government newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

WHEREAS, the Governing Body adopted Resolution No. R-37-13 on May 2, 2013 (the "Resolution") directing that a public hearing on the proposed CID within the Unified Government be held on June 6, 2013, declaring its intent to impose a community improvement district sales tax, and requiring that the Unified Government Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the Resolution was mailed (by certified mail) to all property owners within the proposed CID on May 14, 2013, and published once each week for two (2) consecutive weeks in *The Wyandotte Echo*, the official Unified Government newspaper, on May 9, 2013 and May 16, 2013; and

WHEREAS, on June 6, 2013, the governing body of the Unified Government conducted a public hearing on the advisability of the proposed CID; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the Downtown Hotel Community Improvement District and set forth the boundaries thereof, authorize community improvement district projects relating thereto, approve the estimated costs of such community improvement district projects and approve the method of financing the same, all in accordance with the provisions of the Act.

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

SECTION 1. Creation of Community Improvement District; Boundaries. That the Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the Downtown Hotel Community Improvement District within the Unified Government to be referred to as the Downtown Hotel Community Improvement District. A legal description of the boundaries of the proposed Downtown Hotel Community Improvement District is set forth on Exhibit A, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed Downtown Hotel Community Improvement District is attached as Exhibit B, attached hereto and incorporated by reference herein.

SECTION 2. Authorization of Community Improvement District Projects and Estimated Costs.

(a) The general nature of the CID Project is the improvement of the hotel, parking garage and convention center located between 5th and 6th Street and between Minnesota Avenue and State Avenue, including, but not limited to, the acquisition, improvement, construction, renovation, rehabilitation, maintenance, restoration, replacement, renewal, repair and installation, of buildings, structures, parking garages, personal property and fixtures, utility systems and communication systems and infrastructure and on-going maintenance and repair within the boundaries of the CID in accordance with the Act.

(b) The total estimated cost of the Projects to be funded by the CID is \$3,2231,000, plus associated financing costs, such as interest, reserves, and any costs associated with the issuance of bonds.

SECTION 3. Method of Financing.

(a) In order to provide funds to finance the costs of the Project, it is advisable to impose, in accordance with the provisions of the Act, a community improvement district sales tax within the Downtown Hotel Community Improvement District in an amount of **2.0%** on the selling of tangible personal property at retail or rendering or furnishing services within the Downtown Hotel Community Improvement District (the "CID Sales Tax"). The Unified Government shall receive its administrative service fee of CID Sales Tax to reimburse the Unified Government for administrative costs in connection with the CID and the CID Sales Tax.

(b) There will be no special assessments in connection with the CID.

(c) The estimated cost of the proposed Projects, plus financing costs such as interest, reserves, and any costs associated with the issuance of bonds will be financed by through a combination of general obligation bonds, special obligation revenue bonds and pay-as-you-go financing, as defined in the Act.

SECTION 4. Imposition of Community Improvement District Sales Tax. In order to provide for the payment of the Projects, the Governing Body of the Unified Government hereby imposes the CID

Sales Tax within the CID in an amount of **2.0%** on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the CID with such CID Sales Tax to commence on July 1, 2013 or such other date as shall be approved by ordinance of the Unified Government.

SECTION 5. Segregation of Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the Unified Government to be designated as the Downtown Hotel Community Improvement District Sales Tax Revenue Fund (the "Revenue Fund"). Such revenues shall be used to pay the costs of the Projects and the Unified Government's administrative fee.

SECTION 6. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official Unified Government newspaper.

PASSED by the governing body of the Unified Government on June 6, 2013 and **APPROVED AND SIGNED** by the Mayor/CEO.



Mayor/CEO

[SEAL]

ATTEST:



Unified Government Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF THE DOWNTOWN HOTEL
COMMUNITY IMPROVEMENT DISTRICT**

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

Beginning at the point of intersection of the North right-of-way line of Minnesota Avenue and the West right-of-way line of 5th Street as they now exist;

thence North along the West right-of-way line of 5th Street to the intersection of the South right-of-way line of State Ave and the West right-of-way line of 5th Street;

thence West along said South right-of-way line of State Ave, a distance of 600.30 feet more or less to the Northwest corner of Parcel 3, CENTER CITY, a subdivision in Kansas City, Wyandotte County, Kansas;

thence South 02 degrees 11 minutes 43 seconds East a distance of 123.22 feet more or less;

thence North 87 degrees 47 minutes 43 seconds East a distance of 20.00 feet more or less;

thence South to a point on the North face of the building located at the Southwest corner of Parcel 3, CENTER CITY;

thence East along said building face to the Northeast corner of said building;

thence South along the East face of said building to a point on the North right-of-way line of Minnesota Avenue;

thence East along said North right-of-way of Minnesota Avenue to the Point of Beginning.

EXHIBIT B
MAP OF DOWNTOWN HOTEL COMMUNITY IMPROVEMENT DISTRICT

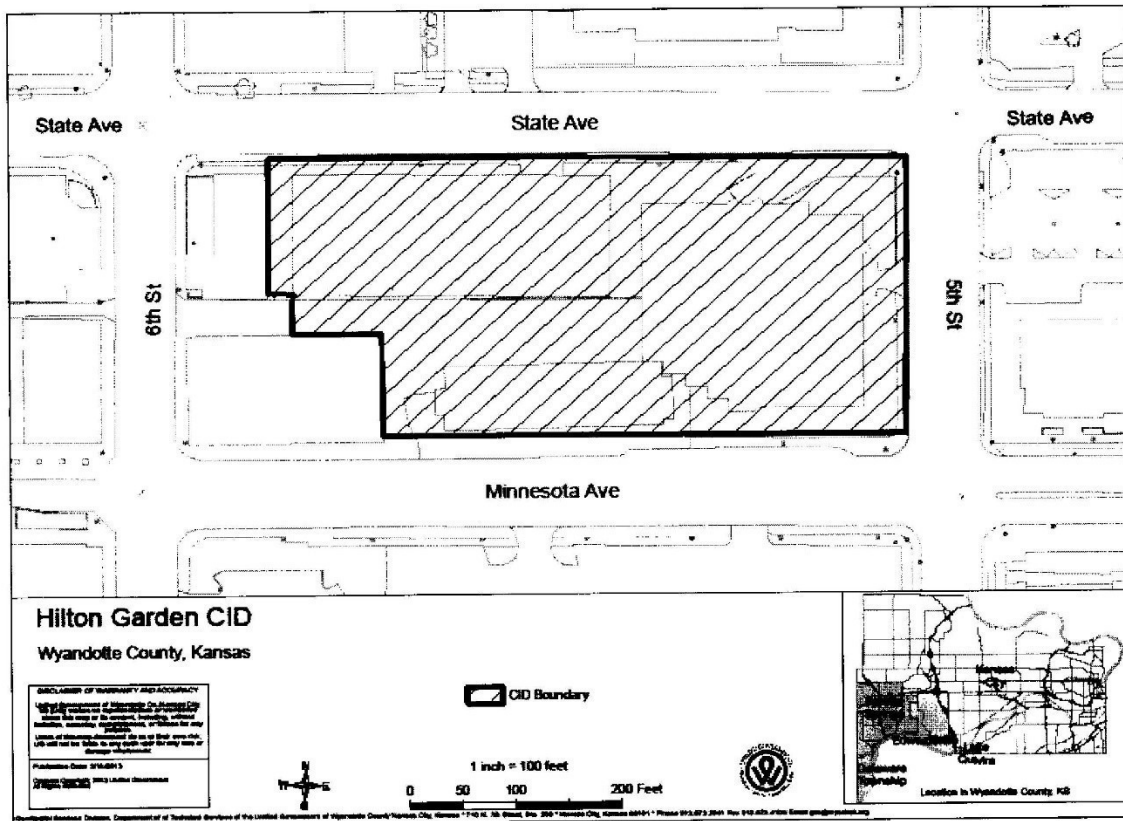


EXHIBIT C

ORIGINAL TIF DISTRICT ORDINANCE

(Published in *The Wyandotte Echo* on April 2, 2020)

ORDINANCE NO. O-16-20

AN ORDINANCE MAKING FINDINGS AND ESTABLISHING A REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") is authorized to establish redevelopment districts within a defined area of the Unified Government which is an area within the Unified Government that was designated as an enterprise zone prior to July 1, 1992, and is therefore an "eligible area" as said term is defined in the Act; and

WHEREAS, the Board of Commissioners of the Unified Government (the "Governing Body") adopted Resolution No. R-5-20 on February 13, 2020, calling for a public hearing considering the establishment of a redevelopment district to be held by the Governing Body on March 26, 2020; and

WHEREAS, notice of the public hearing was given as required by the Act; and

WHEREAS, the public hearing was held on March 26, 2020 and closed on the same day.

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

SECTION 1. The Governing Body hereby finds that the real property described in **Exhibits A and B** (the "Redevelopment District") attached hereto is an eligible area for being designated as a redevelopment district pursuant to the Act because the real property is an area within the Unified Government that was designated as an enterprise zone prior to July 1, 1992.

SECTION 2. The Governing Body hereby finds that the real property described in **Exhibits A and B** includes only areas designated in the notice of public hearing given as required by the Act and Resolution No. R-5-20, and that all required notices under the Act were properly and timely given.

SECTION 3. The Governing Body hereby finds that the conservation, development or redevelopment of the Redevelopment District is necessary to promote the general and economic welfare of the Unified Government.

SECTION 4. The Governing Body hereby establishes the Redevelopment District, which shall consist of a single project area depicted on the map attached hereto as **Exhibit A**. The district plan is hereby approved, and consists of buildings and facilities to be constructed within the Redevelopment District generally described as follows, without limitation:

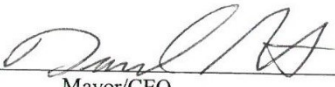
Commercial uses, mixed use commercial retail, multifamily residential uses, recreational uses, a multi-purpose banquet/meeting space, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), other associated and appurtenant structures and facilities, and any other items allowable under the Act.

CORE/0501343.0168/158395993.1

SECTION 5. The Mayor/CEO, County Administrator, and other officers, agents and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Ordinance.

SECTION 6. This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**PASSED BY THE UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS THIS 26TH DAY OF MARCH, 2020.**



Mayor/CEO

(SEAL)



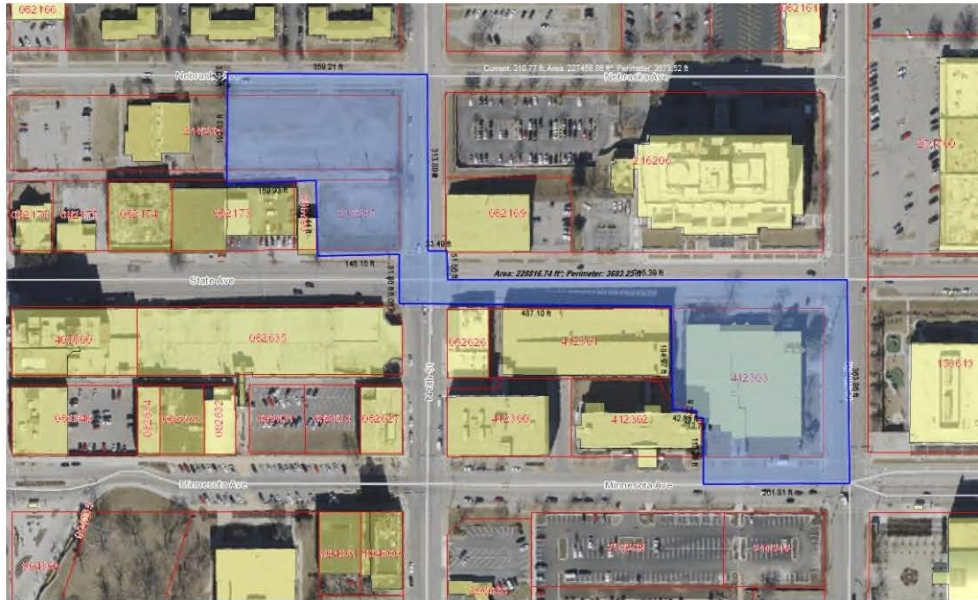
Unified Government Clerk

TIF District Ordinance (Downtown Campus)

CORE/0501343.0168/158395993.1

EXHIBIT A

**MAP OF PROPOSED REDEVELOPMENT DISTRICT
AND PROPOSED PROJECT AREA**



CORE/0501343.0168/158395993.1

A-1

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT

All that part of Parcels 3 and 8 and all of Parcel 9, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, together with the West ½ of North 6th Street from the South right-of-way line of State Avenue to the South right-of-way line of Nebraska Avenue, as both streets are now established, and together with the South ½ of Nebraska Avenue from the center line of North 6th Street, West 422.00 feet more or less to the East wall line of a building to the South and together with the East ½ of said North 6th Street from the North right-of-way line of State Avenue, as now established to the South right-of-way line of said State Avenue and together with the South ½ of said State Avenue from the East right-of-way line of said North 6th Street to the center line of North 5th Street, and together with the West ½ of North 5th Street from the South right-of-way line of said State Avenue to the center line of Minnesota Avenue, as both streets are now established, together with the North ½ of Minnesota Avenue from the West right-of-way line of Minnesota Avenue, West 260.00 feet, more or less, to the East wall line of a building to the North, described as follows:

BEGINNING at the intersection of the center line of said North 5th Street and the center line of said Minnesota Avenue;

thence South 87 degrees 48 minutes 09 seconds West, on the center line of said Minnesota Avenue, a distance of 260.24 feet, to a point being on the Southerly prolongation of the East wall line of an existing building;

thence North 02 degrees 11 minutes 51 seconds West, on said prolongation and the East wall of said existing building, a distance of 117.37 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 8.58 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, on the East face of said existing building, a distance of 12.99 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 49.69 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, departing the North face of said existing building, a distance of 184.14 feet, to a point on the South right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said South right-of-way line, a distance of 476.74 feet, to a point being the intersection of said South right-of-way line and the West right-of-way line of said North 6th Street, as now established;

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thence North 02 degrees 11 minutes 51 seconds West, departing said South right-of-way line and on said West right-of-way line, a distance of 100.00 feet, to a point being the intersection of said West right-of-way line and the North right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said North right-of-way line, a distance of 150.04 feet, to the Southwest corner of said Parcel 9 and the Southeast corner of Lot 50, Block 109, Wyandotte City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof;

thence North 02 degrees 11 minutes 27 seconds West, departing said North right-of-way line and on the West line of said Parcel 9 and the East line of said Lot 50, a distance of 122.88 feet, to the Northeast corner of said Lot 50 and the South line of a vacated alley 18.00 feet in width as shown on the plat of said Wyandotte City;

thence South 87 degrees 47 minutes 34 seconds West, on the South line of said Alley and the North line of Lots 50, 49, 48, 47, 46, 45, 44, 43 and 42, a distance of 225.09 feet, to the Northwest corner of said Lot 42;

thence North 02 degrees 11 minutes 27 seconds West, departing said South line, a distance of 190.88 feet, to a point on the center line of said Nebraska Avenue;

thence North 87 degrees 47 minutes 59 seconds East, on the center line of said Nebraska Avenue, a distance of 415.11 feet, to a point being the intersection of the center line of said Nebraska Avenue and the center line of said North 6th Street;

thence South 02 degrees 11 minutes 43 seconds East, departing the center line of said Nebraska Avenue and on the center line of said North 6th Street, a distance of 313.69 feet, to a point being on the Westerly prolongation of the North right-of-way line of said State Avenue, as now established;

thence North 87 degrees 47 minutes 14 seconds East, departing the center line of said North 6th Street, a distance of 40.00 feet, to a point being the intersection of said North right-of-way line and the East right-of-way line of said North 6th Street, as now established;

thence South 02 degrees 11 minutes 43 seconds East, departing said North right-of-way line, a distance of 40.00 feet, to a point being on the center line of said State Avenue;

thence North 87 degrees 47 minutes 14 seconds East, on the center line of said State Avenue, a distance of 715.37 feet, to a point being the intersection of the center line of said State Avenue and the center line of said North 5th Street;

thence South 02 degrees 10 minutes 50 seconds East, departing the center line of said State Avenue and on the center line of said North 5th Street, a distance of 364.59 feet, to the POINT OF BEGINNING, containing 5.70 acres, more or less.

B-1

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EXHIBIT D-1

TIF DISTRICT – LEGAL DESCRIPTION

All of Lot 4, Replat of Parcel 3, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, recorded in the Wyandotte County Register of Deeds Office as Document #2016R-01402 in Book 45, Page 5, identified as Parcel #412303 and more commonly known as 500 Minnesota Avenue.

EXHIBIT D-2
TIF DISTRICT – MAP



EXHIBIT E

TIF PROJECT ORDINANCE

(Published in *The Wyandotte Echo* on November 9, 2023)

ORDINANCE NO. O- 131-23

AN ORDINANCE OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS REMOVING AREA FROM A REDEVELOPMENT DISTRICT, TERMINATING A REDEVELOPMENT PROJECT PLAN, AND ADOPTING A REDEVELOPMENT PROJECT PLAN PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO, FOR THE PROJECT AREA WITHIN THE DOWNTOWN CAMPUS REDEVELOPMENT DISTRICT.

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the “Act”), the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) is authorized to adopt redevelopment project plans within established redevelopment districts, as said terms are defined in the Act, and to finance all or a portion of redevelopment project costs from tax increment revenues and various fees collected within such redevelopment district, revenues derived from redevelopment projects, revenues derived from local sales taxes, other revenues described in the Act, or a combination thereof or from the proceeds of full faith and credit tax increment bonds of the Unified Government or special obligation tax increment bonds of the Unified Government payable from such described revenues; and

WHEREAS, the Board of Commissioners of the Unified Government (the “Governing Body”) on March 26, 2020, passed Ordinance No. O-16-20, which created the Downtown Campus Redevelopment District within Kansas City, Kansas, the boundaries of which were defined in said Ordinance (the “Existing Redevelopment District”) and containing one redevelopment project area the (“Existing Project Area”); and

WHEREAS, a Redevelopment Project Plan for the Redevelopment District dated April 6, 2020 (the “Existing Redevelopment Project Plan”) was adopted pursuant to Ordinance No. O-46-20, passed by the Governing Body on July 30, 2020; and

WHEREAS, Lanier United, LLC (the “Developer”) has asserted that the Existing Redevelopment Project Plan has been abandoned because the development projects contemplated thereunder are no longer desired or feasible, and the Developer has requested termination of the Existing Redevelopment Project Plan; and

WHEREAS, Developer has submitted a Redevelopment Project Plan – Downtown Campus Redevelopment District (the “2023 Redevelopment Project Plan”) that proposes a revised project and removal of certain property from the Existing Redevelopment District and the Existing Project Area; and

WHEREAS, on September 11, 2023, the Planning Commission of the Unified Government made a finding that the 2023 Redevelopment Project Plan was consistent with the intent of the Unified Government’s comprehensive plan for the development; and

WHEREAS, a copy of the 2023 Redevelopment Project Plan was delivered by the Unified Government to the Board of Education of Unified School District No. 500; and

WHEREAS, the Governing Body adopted Resolution No. R-56-23 on September 14, 2023,

calling for a public hearing considering the adoption of the 2023 Redevelopment Project Plan to be held by the Governing Body on October 26, 2023; and

WHEREAS, notice of the public hearing was given as required by the Act, and the public hearing was held and closed on this date.

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

Section 1. Removal of Real Property.

(a) Pursuant to K.S.A. 12-1771(g), the Unified Government hereby removes from the Existing Redevelopment District and the Existing Project Area the real property depicted in **Exhibit A** hereto and legally described in **Exhibit B** hereto (referred to herein as the “Removed Property”). The revised redevelopment district and revised redevelopment project area (following removal of the Removed Property) are depicted on **Exhibit C** hereto and legally described on **Exhibit D** hereto and are referred to herein, respectively, as the “Revised Redevelopment District” and the “Revised Redevelopment Project Area.”

(b) The Governing Body hereby finds that (a) the Removed Property constitutes more than a de minimis amount of real property (as defined in the Act) within the Existing Redevelopment District, and (b) removing the Removed Property from the Redevelopment District is not a “substantial change” to the district plan adopted for the Existing Redevelopment District pursuant to Ordinance No. O-16-20.

Section 2. Termination of Existing Redevelopment Project Plan. The Governing Body hereby finds that the Act does not address termination of a redevelopment project plan, and that termination of a redevelopment project plan does not conflict with any provisions of the Act. The Governing Body further finds that the Existing Redevelopment Project Plan has been abandoned by the Developer and is no longer desired or feasible, and that the 2023 Redevelopment Project Plan proposes a new redevelopment project consisting of new revenue sources in comparison to the Existing Redevelopment Project Plan. The Governing Body, pursuant to its home rule powers under Article 12, Section 5 of the Constitution of the State of Kansas, hereby terminates the Existing Redevelopment Project Plan and repeals Ordinance No. O-46-20.

Section 3. Approval of 2023 Redevelopment Project Plan. The Governing Body finds and determines that all required notice of the public hearing and the 2023 Redevelopment Project Plan were properly given in accordance with the Act. The Governing Body hereby adopts the 2023 Redevelopment Project Plan pursuant to the Act for the Revised Redevelopment Project Area, which is depicted on **Exhibit C** and legally described on **Exhibit D** attached hereto.

Section 4. Relocation Assistance Plan. The Governing Body finds and determines that the 2023 Redevelopment Project Plan does not require a relocation assistance plan under the Act.

Section 5. Transmittal of 2023 Redevelopment Project Plan. Copies of the 2023 Redevelopment Project Plan and this Ordinance shall be filed with the Clerk and also transmitted by the Clerk to the County Appraiser, County Treasurer, and the governing boards of the County and the school district in which the Revised Redevelopment District is located.

Section 6. Further Action. The Mayor/CEO, County Manager, Unified Government Clerk

and other officials and employees of the Unified Government, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This ordinance shall be in full force and take effect from and after its passage by 2/3 vote of the Governing Body and publication once in *The Wyandotte Echo*.

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PASSED BY NO LESS THAN TWO-THIRDS OF THE COMMISSION OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 26TH
DAY OF OCTOBER, 2023.

[SEAL]


Tyrone Garner, Mayor/CEO

Attest:


Unified Government Clerk

Approved as to form:


Office of Chief Counsel

EXHIBIT A
MAP OF REMOVED PROPERTY



A-1

EXHIBIT B

LEGAL DESCRIPTION OF REMOVED PROPERTY

All that part of Parcels 3 and 8 and all of Parcel 9, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, together with the West ½ of North 6th Street from the South right-of-way line of State Avenue to the South right-of-way line of Nebraska Avenue, as both streets are now established, and together with the South ½ of Nebraska Avenue from the center line of North 6th Street, West 422.00 feet more or less to the East wall line of a building to the South and together with the East ½ of said North 6th Street from the North right-of-way line of State Avenue, as now established to the South right-of-way line of said State Avenue and together with the South ½ of said State Avenue from the East right-of-way line of said North 6th Street to the center line of North 5th Street, and together with the West ½ of North 5th Street from the South right-of-way line of said State Avenue to the center line of Minnesota Avenue, as both streets are now established, together with the North ½ of Minnesota Avenue from the West right-of-way line of Minnesota Avenue, West 260.00 feet, more or less, to the East wall line of a building to the North, described as follows:

BEGINNING at the intersection of the center line of said North 5th Street and the center line of said Minnesota Avenue;

thence South 87 degrees 48 minutes 09 seconds West, on the center line of said Minnesota Avenue, a distance of 260.24 feet, to a point being on the Southerly prolongation of the East wall line of an existing building;

thence North 02 degrees 11 minutes 51 seconds West, on said prolongation and the East wall of said existing building, a distance of 117.37 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 8.58 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, on the East face of said existing building, a distance of 12.99 feet, to a point;

thence South 87 degrees 48 minutes 09 seconds West, on the North face of said existing building, a distance of 49.69 feet, to a point;

thence North 02 degrees 11 minutes 51 seconds West, departing the North face of said existing building, a distance of 184.14 feet, to a point on the South right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said South right-of-way line, a distance of 476.74 feet, to a point being the intersection of said South right-of-way line and the West right-of-way line of said North 6th Street, as now established;

thence North 02 degrees 11 minutes 51 seconds West, departing said South right-of-way line and on said West right-of-way line, a distance of 100.00 feet, to a point being the intersection of said West right-of-way line and the North right-of-way line of said State Avenue, as now established;

thence South 87 degrees 47 minutes 14 seconds West, on said North right-of-way line, a distance of 150.04 feet, to the Southwest corner of said Parcel 9 and the Southeast corner of Lot 50, Block 109, Wyandotte City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof;

thence North 02 degrees 11 minutes 27 seconds West, departing said North right-of-way line and on the West line of said Parcel 9 and the East line of said Lot 50, a distance of 122.88 feet, to the Northeast corner of said Lot 50 and the South line of a vacated alley 18.00 feet in width as shown on the plat of said Wyandotte City;

thence South 87 degrees 47 minutes 34 seconds West, on the South line of said Alley and the North line of Lots 50, 49, 48, 47, 46, 45, 44, 43 and 42, a distance of 225.09 feet, to the Northwest corner of said Lot 42;

thence North 02 degrees 11 minutes 27 seconds West, departing said South line, a distance of 190.88 feet, to a point on the center line of said Nebraska Avenue;

thence North 87 degrees 47 minutes 59 seconds East, on the center line of said Nebraska Avenue, a distance of 415.11 feet, to a point being the intersection of the center line of said Nebraska Avenue and the center line of said North 6th Street;

thence South 02 degrees 11 minutes 43 seconds East, departing the center line of said Nebraska Avenue and on the center line of said North 6th Street, a distance of 313.69 feet, to a point being on the Westerly prolongation of the North right-of-way line of said State Avenue, as now established;

thence North 87 degrees 47 minutes 14 seconds East, departing the center line of said North 6th Street, a distance of 40.00 feet, to a point being the intersection of said North right-of-way line and the East right-of-way line of said North 6th Street, as now established;

thence South 02 degrees 11 minutes 43 seconds East, departing said North right-of-way line, a distance of 40.00 feet, to a point being on the center line of said State Avenue;

thence North 87 degrees 47 minutes 14 seconds East, on the center line of said State Avenue, a distance of 715.37 feet, to a point being the intersection of the center line of said State Avenue and the center line of said North 5th Street;

thence South 02 degrees 10 minutes 50 seconds East, departing the center line of said State Avenue and on the center line of said North 5th Street, a distance of 364.59 feet, to the POINT OF BEGINNING, containing 5.70 acres, more or less;

EXCEPT:

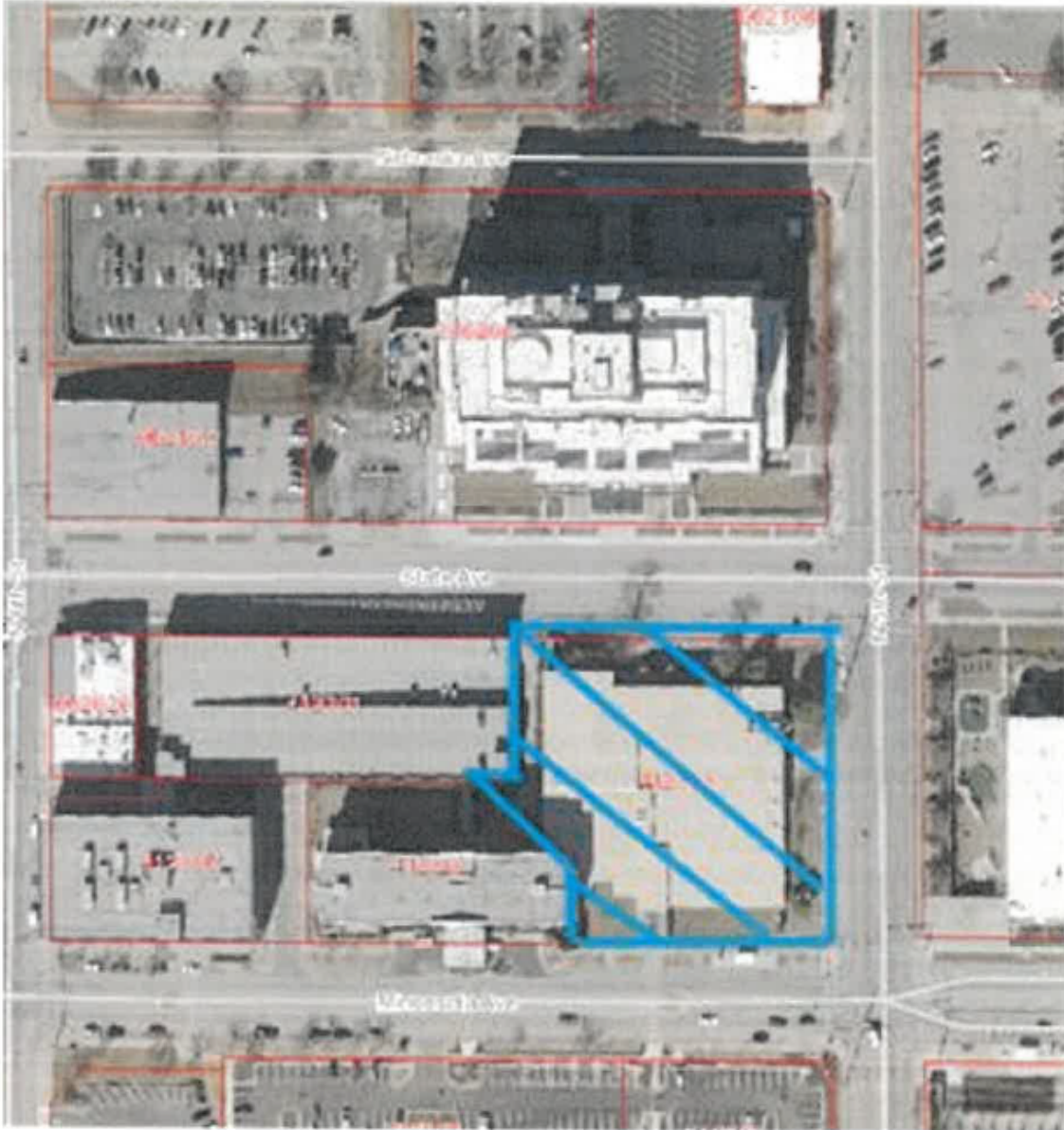
All of Lot 4, Replat of Parcel 3, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, recorded in the Wyandotte County Register of Deeds Office as Document #2016R-01402 in Book 45, Page 5, identified as Parcel #412303 and more commonly known as 500 Minnesota Avenue.

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EXHIBIT C

MAP OF REVISED REDEVELOPMENT DISTRICT AND REVISED REDEVELOPMENT PROJECT AREA

Revised Redevelopment District and Revised Redevelopment Project Area indicated by hashed area within map below and generally located at the southwest corner of State Avenue and N. 5th Street.



C-1

EXHIBIT D

**LEGAL DESCRIPTION OF REVISED REDEVELOPMENT DISTRICT AND
REVISED REDEVELOPMENT PROJECT AREA**

All of Lot 4, Replat of Parcel 3, Center City, a subdivision in the City of Kansas City, Wyandotte County, Kansas, recorded in the Wyandotte County Register of Deeds Office as Document #2016R-01402 in Book 45, Page 5, identified as Parcel #412303 and more commonly known as 500 Minnesota Avenue.

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EXHIBIT F
IMPROVEMENTS – DEPICTION



EXHIBIT G

Reserved

EXHIBIT H

TOTAL PROJECT BUDGET

Lanier United KCK Development

Downtown Campus

As of: 3/29/2023

Estimated Project Costs

Description	Total Costs	TIF Eligible	CID Eligible	TGT Eligible	UG Grant (from Reardon Center Maint. Fund)
PROPERTY ACQUISITION					
Acquisition/ Relocation/Lease Buyout	\$10	\$10	\$10		
Title issues, right of way easement, traffic signalization easement	\$25,000	\$25,000	\$25,000		
	\$25,010	\$25,010	\$25,010		
SITE COSTS					
Clearing & Grubbing	\$250,000	250,000	250,000		
Excavation and Demo	\$1,000,000	\$1,000,000	\$1,000,000		
Embankment		\$0	\$0		
Fine Grading	\$100,000	\$100,000	\$100,000		
Regular Duty Pavement	\$50,000	\$50,000	\$50,000		
Heavy Duty Asphalt Pavement		\$0	\$0		
Heavy Duty Concrete	\$50,000	\$50,000	\$50,000		
Curb & Gutter	\$50,000	\$50,000	\$50,000		
Storm Sewer	\$150,000	\$150,000	\$150,000		
Inlets / Junction Boxes		\$0	\$0		
Water Main	\$250,000	\$250,000	\$250,000		
Fire Hydrants	\$10,000	\$10,000	\$10,000		
Sanitary Sewer	\$120,000	\$120,000	\$120,000		
Sanitary Sewer Manholes	\$24,000	\$24,000	\$24,000		
Site Lighting	\$50,000	\$50,000	\$50,000		
Landscaping	\$250,000	\$250,000	\$250,000		
Utility Easement Relocation	\$50,000	\$50,000	\$50,000		
Erosion Control	\$5,000	\$5,000	\$5,000		
Irrigation	\$5,000	\$5,000	\$5,000		
Site Survey	\$15,000		\$15,000		
Site Engineering	\$50,000		\$50,000		
Geotechnical Engineering	\$20,000		\$20,000		
Site Construction Testing	\$40,000		\$40,000		
Contingency	\$507,800		\$507,800		
Total On-Site Costs	\$3,046,800	\$2,414,000	\$3,046,800		
BUILDING AND PARKING CONSTRUCTION COSTS					
Apartment	\$17,380,000	\$14,549,000	\$17,380,000		
Reardon Center	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Structured Parking (60 spaces for Apts.)	\$0	\$0	\$0	\$0	\$0
FF&E	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Contingency	\$999,000	\$999,000	\$999,000		
Total Building Construction	\$20,979,000	\$18,148,000	\$20,979,000	\$2,600,000	\$2,600,000
Costs					
PROFESSIONAL SERVICES AND SOFT COSTS					
Architectural Services & Design Costs	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000
Legal Services	\$225,000	\$225,000	\$225,000		
Permits	\$50,000	\$50,000	\$50,000		
Engineering Services	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000
Total Professional and Soft Costs	\$1,085,000	\$1,085,000	\$1,085,000	\$1,085,000	\$1,085,000
TOTAL ESTIMATED PROJECT COSTS¹	\$25,135,810	\$21,672,010	\$25,135,810	\$4,495,000**	\$4,495,000**
		Caps	\$4,250,000	\$3,337,002	\$1,000,000
CID and TIF Percentages and Cap		Cap ---31%	16.91%	13.28%	
TOTAL PUBLIC/PRIVATE RATIO		Public -- 38%			
(incl. TGT and UG Contribution)		Private -- 62%			

¹ The foregoing does not include any Costs of Financing, City Expenses or any Cost of Additional Required Improvements, all of which shall be reimbursable to the Developer in accordance with the TIF Plan.

**** Only Services and Soft Costs attributable to the Reardon Center portion of the Project are eligible.**

EXHIBIT I

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

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

Attention: County Administrator

Re: DOWNTOWN CAMPUS

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Lanier Downtown Campus Development Agreement dated as of _____, 2024 (the "Agreement") between the Unified Government and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that, to the best of its actual knowledge:

1. Each item listed on *Schedule 1* hereto is a Project Cost and was incurred in connection with the construction of the Project.
2. These Project Costs have been paid by the Developer, successors, assigns, tenants, or transferees and are reimbursable under the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Fund, the TIF Fund, the TGT Fund, or the UG Contribution, and no part thereof has been included in any other certificate previously filed with the Unified Government.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a default under the Agreement.
8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20 ____.

LANIER UNITED, LLC, a Kansas limited liability
company

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____:

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____

Title: _____

SCHEDULE I
TO
CERTIFICATE OF EXPENDITURES

Description of <u>Project Costs</u>	<u>Cost</u>	<u>Payee</u>	Designate as Redevelopment Project <u>Costs</u>
--	-------------	--------------	---

Total Costs:

EXHIBIT J

INSURANCE SPECIFICATIONS

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Developer's lender for the Project.

EXHIBIT K

LBE/MBE/WBE GOALS AND REQUIREMENTS

This Exhibit sets forth the guidelines for the utilization of local business, minority, and women enterprises and local resident, minority, and women participation and equal employment opportunity referenced in **Section 8.2** of the Downtown Campus Development Agreement (the "Agreement") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Lanier United, LLC, a Kansas limited liability company (the "Developer"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the Construction of, and the Professional Services for (as such terms are defined hereof) the Project, including but not limited to all aspects of the construction of the Improvements and all related facilities, including labor, materials and supplies, and construction-related services, but not including: (i) Specialized Services; or (ii) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement (as defined in the Agreement), which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction and Professional Services goals set forth herein have been met.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Agreement and made a part thereof, or as otherwise set forth herein.

A. "Best Efforts" has the meaning set forth in Section III.C.3.b. herein.

B. "Construction" means all aspects of the construction of the Improvements, all related facilities, and the Project, including labor, materials and supplies, and construction-related services, whether performed or contracted for by or on behalf of Developer; provided, however, "Construction" shall not include: (i) services performed or associated with tenant improvements or any services requested by tenants of the Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; or (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

C. "Contractor" means the Proposer selected by Developer for the design, development, or construction of the Project.

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

E. "Local Resident" means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County.

F. "Minority Business Enterprise or MBE" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is

under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

G. "Professional Services" means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development, and construction of the Project but specifically excluding: (i) professional services that have historically been sourced and performed at the holding company level by Developer (such as legal and accounting services, for example); (ii) Specialized Services; (iii) Construction; and (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

H. "Proposer" means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or construction of the Project, or with respect to ongoing maintenance and operations of the Project.

I. "Specialized Services" means expertise, services, or products, the application of which are unique to the construction of the Project and which are only available through sole or limited source providers or national vendors. Specialized Services shall also include the services provided by the Contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

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

III. DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION.

1. Project Design, Development, and Construction Goals.

Developer will use its Best Efforts to meet the following goals based upon the total cost of Construction of, and Professional Services for, the Project and all related facilities undertaken by Developer, but not including Specialized Services. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. In the event Developer obtains bids for any aspect of the Project for which a bid by a Proposer qualifying as an LBE, MBE, or WBE is not the lowest or best bid, Developer shall not be required to meet the LBE/MBE/WBE participation percentage goals for that aspect of the Project. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not to act as quotas or set asides.

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award

of an individual contract are equal, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. The Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the Project as a whole, excluding Specialized Services, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer, when proposed by the Developer, relating to the Construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan (as described herein).

3. Eligibility for Credit.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation, City of Kansas City, Missouri, MidAmerica Minority Business Development Council, Women's Business Enterprise National Council, or any other public or private entity reasonably acceptable to the UG and the Developer (each an "approved" business), may be counted towards the participation goals in Section III.A.1. above.

b. In the event that a contract has been awarded on the Project to an approved LBE/MBE/WBE business, and such LBE/MBE/WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall nonetheless receive credit towards the goal for that the entire portion of work performed or services provided up to the point such business becomes unapproved.

4. Construction Workforce.

a. **Recruitment and outreach.** Developer will use its Best Efforts to employ and to ensure its Contractors employ Local Residents, minorities, and women in all aspects of the Construction of, and Professional Services for, the Project except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the bidding process.

b. Employment Procedures. Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. DEVELOPMENT AND PROJECT UTILIZATION PLANS.

1. Submissions, Content, and Fulfillment of Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as Attachment A or on another form provided or approved by the UG. This Project Utilization Plan shall set forth, to the best of Developer's knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction and Professional Services providers necessary for the construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the design, development, and construction of the Project, laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Project Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Project Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG. The Project Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.1 may be met by the expenditure of dollars with approved LBE/MBE/WBE prime Contractors, material suppliers (either by Developer or a prime Contractor), subcontractors (either by Developer or a prime Contractor), or through joint ventures with approved LBEs, MBEs or WBEs.

i. Certified MBE and WBE prime Contractor Proposers may count their own participation toward a goal for which they qualify, and may divide their own participation between two goals, but their participation may not be double-counted. These prime Contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified LBE/MBE/WBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE/MBE/WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE/MBE/WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE/MBE/WBE must be responsible

for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals. A qualified LBE that is certified as MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE/MBE/WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

a. The UG will review Developer's Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute Best Efforts, as set forth in Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE/MBE/WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Project Utilization Plan after its initial submission to the UG shall be reviewed and approved or rejected by the UG within thirty (30) days following submission of the same by Developer, and such changes shall be deemed to be approved by the UG if not rejected within such thirty (30) day period.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. Solicitation Documents.

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE/MBE/WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state

the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contracts resulting from the solicitation. In addition, with respect to any LBE/MBE/WBE goal established in the Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all Best Efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Project Utilization Plan or if not, whether Developer has established Best Efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific Best Efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE/MBE/WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used "**Best Efforts**" to meet the Project Utilization Plan goals for construction and Professional Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities and informational meetings to approved LBEs, MBEs, and WBEs;

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

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

vi. Developer is providing or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work histories;

viii. If applicable, Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit, or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers, or any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts.

4. Signed Contracts.

Within twenty-one (21) working days of provision of the UG's evaluation of the Report to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG.

D. SUBCONTRACTOR RELATIONS.

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

2. Documentation of Schedules.

a. For Construction contracts, the Contractor must present a work schedule that includes when the LBE/MBE/WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the Project Manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE/MBE/WBE consultants will be working on the Project. This written schedule shall be provided to the UG prior to the Closing (as defined in the Agreement).

3. Substitutions, Additions, or Deletions.

Where a substitution for a LBE/MBE/WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE/MBE/WBE should be counted toward achievement of the goals of Section III.A.1.

IV. UG'S ASSISTANCE TO DEVELOPER

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its Best Efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to the Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

- A.** providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;
- B.** developing and maintaining a registry of approved LBE/MBE/WBE businesses;
- C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;
- D.** updating Developer and its agents on current or proposed affirmative action legislation that may affect the Project;
- E.** recommending contract specific goals, as appropriate;
- F.** providing assistance in pre-award activities, such as provision of model or example Project Utilization Plans and work segmentation;
- G.** reviewing Developer, Contractor, and subcontractor performance and LBE/MBE/WBE participation on the Project;
- H.** providing advice relative to utilization and compliance matters;
- I.** conducting compliance reviews and audits of LBE/MBE/WBE participation;
- J.** evaluating requests for substitutions, additions, and deletions;
- K.** assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;
- L.** reviewing payments to subcontractors, as documented by monthly reports submitted by Developer;
- M.** reviewing complaints from LBEs, MBEs WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;
- N.** assisting in Developer's development of forms to document compliance with these procedures; and
- O.** reviewing and approving utilization plans and contract award submittals.

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS.

Developer shall maintain those records as may reasonably be required to demonstrate compliance with (and/or its Best Efforts to comply with) the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. DEVELOPMENT AND PROJECT UTILIZATION PLAN REPORTS.

Developer shall update the Project Utilization Plan quarterly on the forms attached hereto as Attachments B and C or another form provided or approved by the UG and shall include information requested thereon. In addition, each quarterly report shall include the following for each LBE, MBE or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE and WBE and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

C. REMEDIES.

If Developer should fail to provide a Report required by this Exhibit, and fail to cure such failure within thirty (30) days after receipt of written notice from the UG specifying such failure, then such failure to cure shall constitute an event of default and the UG shall have those remedies set forth in Section 9.2 of the Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after reviewing Developer's Reports, the UG believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If, within thirty (30) days following its receipt of said written determination from the UG, Developer fails to demonstrate to the UG's reasonable satisfaction that either: (i) the goals contained in this Exhibit have been met; or (ii) the goals contained in this Exhibit may not have been met but the Best Efforts described herein have been met, then the UG shall have the right to reduce the CID Cap and TIF Cap by an amount equal to two and one-half percent (2.5%) (applied separately to Construction and Professional Services) as the UG's sole and exclusive remedy for such failure. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

LANIER UNITED, LLC

By: _____
Tyrone Garner
Mayor/CEO
Date: _____, 2024

By: _____
Name: _____
Title: _____
Date: _____, 2024

Attachment A

Unified Government

Date: _____

Project Utilization Plan

Project Name: _____

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %

DIVERSITY TOTAL	0			0	#DIV/0!	0	#REF!		

Attachment B

LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT											Month, Year
CONSTRUCTION											
APPLICABLE TRADES					Total by Classification		Goal	Actual			
							0.00%	LBE	0.00%		
							0.00%	MBE	0.00%		
							0.00%	WBE	0.00%		
Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIIP)	\$	%	\$	%	\$	%	Certifying Agency or Local Zip Code
Bid Package #1											
Bid Package #2											
Bid Package #3											
Bid Package #4											
Bid Package #5											
Total Applicable Contract Volume Awarded To Date					\$	%	\$	%	\$	%	
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE		

Attachment C

LBE/MBE/WBE COMPLIANCE

SUMMARY REPORT

EXPENDITURES FOR REPORTING PERIOD

GOODS SUPPLIES and OTHER SERVICES	Total	Class	Percent	Comments
Total \$ Awarded				
Total \$ Expended				
Total \$ MBE		% MBE		
Total \$ WBE		%WBE		
Total \$ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

--	--	--	--	--	--



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: City Planning Commission

From: Planning and Urban Design Staff

Date: February 12, 2024

Re: **Petition PLAT2023-041 (Replat of Lot 2 and 4, Replat of Parcel 3, City Center Final Plat) and Petition PR2023-039**

GENERAL INFORMATION

Applicant:

Willie Lanier, Jr.

Status of Applicant:

Lanier United
12120 State Line Road, Suite 334
Leawood, KS 66209

Requested Action:

Approval of a Final Plat and Preliminary and Final Development Plan.

Date of Application:

November 27, 2023

Purpose:

To build 100 market-rate apartments, with 7,000 square feet of ground-floor retail, and 7,500 square foot event center (Reardon Civic Center) and replat two (2) lots.

Property Location:

500 Minnesota Avenue
Kansas City, KS 66101



Commission Districts:	Commissioner At-Large, District #2: Tom Burroughs District #2 Commissioner: Bill Burns
Existing Zoning:	C-D Central Business District
Adjacent Zoning:	North: C-D Central Business District South: C-D Central Business District East: C-D Central Business District West: C-D Central Business District
Adjacent Uses:	North: Federal Courthouse (across from the Reardon Center on State Avenue) South: Merc Co+op grocery store (across from the Reardon Center on Minnesota Avenue) East: Children’s Campus of Kansas City (across the Reardon Center on 5 th Street) West: Hilton Garden Inn and BPU Administration building (adjacent to the Reardon Center)
Total Tract Size:	1.56 Acres
Master Plan Area:	Downtown Area Plan
Master Plan Designation:	The Downtown Area Plan designates this property as Downtown Mixed Use, which allows mixed-use multi-story parking structures, pedestrian amenities and spaces – plazas, mid-block walkways, enhanced crosswalk, streetscape furnishings, outdoor café and display area to allow periodic extension of business activity outdoors, multi-story mixed-use buildings, alley access for limited surface parking, services and equipment, transit – local and regional availability.
Major Street Plan:	The Major Street Plan classifies 5 th Street, Minnesota Avenue and State Avenue as Class B Thoroughfares.
Required Parking:	Uses in this district need not provide off-street parking, except that residential occupancies shall provide not less than one off-street parking space for each dwelling unit. Therefore, 100 parking spaces are required. The applicant is providing 100 off-street parking spaces allocated within the BPU parking garage to the west.
Advertisement:	Property Owner Letters – Plan Review: December 15, 2023; Final Plat: December 15, 2023 and January 11, 2024 <u>Wyandotte Echo</u> – None Required
Public Hearing:	February 12, 2024

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Willie Lanier Jr. with Lanier United, is requesting to redevelop the Reardon Center by reducing its size to 7,500 square feet (previously approved 15,016 square feet) and moving its location, and constructing 100 market-rate apartments split between two (2) buildings with 7,000 square feet ground floor commercial in the first building (Phase 1) at 500 Minnesota Avenue.

City Ordinance Requirements: Article VII Sections 27-245 – 27-339 and Article VIII Sections 27-340 – 27-765

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. None

Building, Zoning, or Code Enforcement Complaints:

1. CMP22-0643 – No violations found; case closed – April 28, 2023.

Outstanding or Related Permits and Cases:

1. The City Planning Commission approved the Final Development Plan (PR-2020-018) on September 14, 2020.
2. The Unified Government Board of Commissioners approved the Preliminary Development Plan and Master Plan Amendment (PR2023-015 and MP-2020-2) on May 28, 2020.

FACTORS TO BE CONSIDERED

1. Neighborhood character.

This is the gateway to downtown KCK. The area is bounded on the south by the Strawberry Hill neighborhood, but this intersection is dominated by the Children's Campus, KU Health System and the Merc Co+op grocery store.

- ### ***2. The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems. Streets are designed so as to provide a safe, convenient, and functional system for vehicular traffic, and having such width, gradient, location, and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.***

The street network in the area is more than capable of accommodating the increase in daily traffic. 100 parking spaces are being provided in the BPU parking garage and on-street parking along 5th Street will be reconfigured.

3. *The degree of conformance of the proposed use to the Master Plan.*

The proposed use complies with the Downtown Area Plan designation of Downtown Mixed Use, which allows mixed-use multi-story parking structures, pedestrian amenities and spaces – plazas, mid-block walkways, enhanced crosswalk, streetscape furnishings, outdoor café and display area to allow periodic extension of business activity outdoors, multi-story mixed-use buildings, alley access for limited surface parking, services and equipment, transit – local and regional availability.

4. *The capability of the proposed use to meet applicable ordinance and other requirements.*

With revisions to the site plan and landscape plan, the proposed use is capable of meeting applicable ordinance and other requirements.

5. *Development of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise, or other adversity.*

The proposed plat has various easements – access, utility, sanitary and storm sewers and dedication of right-of-way along 5th Street. Development will be of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.

6. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. *Water service*

Water service is provided by BPU.

b. *Sanitary sewer service*

Sanitary sewer service is provided by the UG.

c. *Storm water control*

To be designed to meet City Code

d. *Police*

Police service provided by East Patrol, District #111.

e. Fire

Fire service provided by Station #1, located at North 6th Street and Armstrong Avenue.

f. Transit

Transit stops are located in front of the Reardon Civic Center on Minnesota Avenue for Route 101 and adjacent to the property across 5th Street for Route 101. The 7th & Minnesota Avenue Transit Center is less than two (2) blocks away, which serves Routes 101, 102, 103, 104, 106, 107 and 402.

g. Schools

Public education is provided by Kansas City Kansas USD 500.

7. Assurance that buildings, lots, blocks, parcels, and streets are so arranged as to afford adequate light, open space, or air, to facilitate fire protection, and to provide for long-term sustained real estate values.

The subject property is being subdivided into two (2) distinct lots, so the Reardon Center will be on a separate lot as will the mixed-use, multi-family building.

The C-D zoning district does not require setbacks from property lines, as the mixed-use, multi-family building will be on the northwest corner of the 5th & Minnesota Avenue intersection. The buildings will be so arranged as to afford adequate light, open space, or air to facilitate fire protection. This development will allow for long-term sustained real estate values not only for the proposed plat, but for the other properties on the same street block and outside of the proposed plat.

8. Development patterns are designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced.

The site is being redeveloped by demolishing the Reardon Center, reducing its footprint and recessing the building further into the site away from Minnesota Avenue and a side yard entrance into the building. The Reardon Center will be on State Avenue. There are internal courtyards with sidewalks linking the BPU garage, Reardon Center and the mixed-use building that are not visible from the periphery.

There are no natural features of the land, but additional landscape and street trees along Minnesota Avenue, 5th Street and State Avenue will be installed.

- 9. Adequate sites are provided for schools, parks, playgrounds, and other community services so that residents of all neighborhoods shall have convenient access to such facilities.**

The mixed-use, multi-family building will have amenities solely for the residents; however, the Reardon Center will be a multi-purpose event space that can host large events, but also sports competitions with a hardwood basketball court installed in the building.

PREVIOUS ACTIONS

1. The City Planning Commission approved the Final Development Plan (PR-2020-018) on September 14, 2020.
2. The Unified Government Board of Commissioners approved the Preliminary Development Plan and Master Plan Amendment (PR2023-015 and MP-2020-2) on May 28, 2020.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting via Microsoft Teams on December 26, 2023. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Mixed Use Design Guidelines
Parking
Privately-owned public space

STAFF COMMENTS AND SUGGESTIONS

Planning and Urban Design Comments:

General Planning:

1. Please review Appendix A in the Downtown Area Plan as building design, streetscape design and open space design are discussed at length. Incorporate these elements into the development plan.

https://www.wycokck.org/files/assets/public/v/1/planning-amp-urban-design/documents/downtown_master_plan.pdf.

Applicant Response: The project team has reviewed Appendix A and the Downtown Area Plan. Some incorporated elements are listed below:

Streetscape Design:

- *Space for rideshare pickup / drop-off is provided on the western edge of Minnesota Avenue. The existing bus stop remains. Back-in angled parking is provided on North 5th Street and parallel parking is provided on State Avenue. This along with multiple curb bulb-outs shelter pedestrian traffic from the street traffic.*
- *All destinations on and surrounding the site are interconnected via multiple entries, paths, and crosswalks.*
- *The Heritage Trail system runs along the east side of the site with a 10-foot-wide walkway, with landscaping, and benches, and places for the installation art to enhance the public realm.*

Site and Open Space Design:

- *Civic / quasi-civic space: The Event Center entrance path allows for gathering before and after events (without causing congestion) with plaza features such as tiered seating and quality landscaping.*
- *Site utility and service areas are appropriately screened and located away from high traffic areas.*
- *Attractive pedestrian lighting will be provided throughout the site.*
- *Most parking occurs in the BPU parking garage maximizing use of the site.*

Building Design:

- *Buildings have multiple orientations towards the streets and the internal central green.*
- *Zero lot line facades anchor the street with single-story storefronts and entrances.*
- *Facades include differentiated base, middle, and top via variations in materials. More public uses like the commercial spaces and Event Center have more glazing for transparency, while private residences feature smaller glazing reflecting a true-mixed use design.*
- *All facades and storefronts are broken up to favor vertical proportions.*
- *The taller height of the mixed-use buildings match the surrounding central business district and increase residences built.*

Open Space Design:

- *The open spaces in the site will contain aspects of pedestrian passages, plazas, and greens.*

2. Keep the old Reardon Civic Center plaque and relocate it in a permanent location.

Applicant Response: The Reardon Civic Center plaque will be preserved and permanently relocated.

3. What programming will be in the open space between the mixed-use building, BPU parking garage and the Reardon Civic Center?

Applicant Response: The open space between the Phase II mixed-use building and the event center will be programed to accompany events held in the Event Center. The space between the BPU parking garage, Event Center and Mixed-Use Phase I apartment building will have space for seating, green space, and Phase II amenities.

4. Will there be art installations on the northwest corner of 5th and Minnesota Avenue?

Applicant Response: Project team will provide several locations for public art including at the entrance to the pedestrian pass-thru off Minnesota Avenue, the entrance path to the Event Center off of State Avenue, as well as along the Heritage Trail.

5. Provide updated parking agreements with BPU that are recorded with the Register of Deeds.

Applicant Response: The recorded parking agreement with BPU will be provided to the Register of Deeds.

6. Bulb out the westernmost pedestrian crossing across Minnesota Avenue, approximately where the pass-thru is into the internal courtyard on the Minnesota Avenue sidewalk matching what was installed on State Avenue to protect pedestrians and bus traffic.

Applicant Response: Bulb out was not included at this location to provide space for rideshare traffic. Sign placard will be posted to demark this location.

7. Extend the curb of angled parking to minimize the dead space along 5th Street.

Applicant Response: Curb of angled parking will be extended to minimize dead space along 5th Street.

8. There appears to not be an ADA ramp for access from the egress door/stairwell onto 5th Street.
 - Is this emergency access on the east elevation and need to be ADA compliant, or,
 - Is the residential door on the east side entrance/exit – just fire exit only?

Applicant Response: This eastern stair is an egress stair. Emergency access on the east side of the Phase I mixed-use apartment building occurs at the main apartment entrance just to the south in close proximity to the fire command center.

9. Record public access agreement to create privately-owned public space in the interior courtyard.
 - No gate cutting off public pass-thru access from Minnesota Avenue to State Avenue.

Applicant Response: The public access agreement for the privately held public space in the center green will be recorded. The pedestrian passage in the Phase 1 mixed-use apartment building will remain gate free to allow public pass-thru access from Minnesota Avenue to State Avenue.

10. What amenities are being provided in the first phase for the multi-family residents?

Applicant Response: Phase I residents are provided the following amenities:

- *Access to the viewing terrace on the 8th floor.*
- *Access to a fitness center in commercial suite 3, which will also be available to the public for a membership fee.*
- *Access to the Event Center.*
- *Every residential unit has a balcony for private outdoor space access.*

11. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly.

Applicant Response: Acknowledged.

12. All existing and future driveways must feature curb cuts that are constructed to UG standards.

Applicant Response: Acknowledged.

13. A Right-of-Way Permit is Required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly.

Applicant Response: Acknowledged.

14. A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review Committee (DRC) Permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks, or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting.

Applicant Response: Acknowledged.

15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable.

Applicant Response: Acknowledged.

16. Sec. 27-211(j) In the event the a plan or section thereof is given final approval and thereafter the landowner shall abandon said plan or a section thereof and shall so notify the Unified Government in writing, or in the event the landowner shall fail to commence, as evidenced by receipt of building permits and start of construction, the planned development within 18 months after final approval has been granted or in the case of subsequent phases each shall be initiated within 24 months of the issuance of a certificate of occupancy on the entire preceding phase or the plan will be considered abandoned, then in either event such final approval shall terminate and shall be deemed null and void unless such time period is extended by the Planning Commission upon written application by the landowner. Whenever a final plan or section thereof has been abandoned as provided in this section, no development shall take place on the property until a new development plan has been approved.

Applicant Response: Acknowledged.

Building Architecture:

1. Please re-review Appendix A in the Downtown Master Plan as building design, streetscape design and open space design are discussed at length. Incorporate these elements into the development plan.

https://www.wycokck.org/files/assets/public/v/1/planning-amp-urban-design/documents/downtown_master_plan.pdf.

Applicant Response: Please see comment response for General Comment #1 for incorporated elements of Appendix A.

2. Downspouts shall be internalized.

Applicant Response: All downspouts shall be internalized. Drawings will be updated.

Landscaping and Screening:

1. Plant street trees along North 5th Street.

Applicant Response: The abundance of existing utilities (including major overhead power lines) limits the space available for additional street trees along 5th Street. The design team has added a landscape bed in the “dead space” on the north end of the on-street parking (as per General Planning Comment #7) and one (1) tree to the design.

2. Plant additional street trees along State Avenue in tree wells adjacent to the parallel parking in front of the Reardon Center and reduce the sidewalk to five (5) feet.

Applicant Response: The sidewalk has been reduced to five (5) feet and street trees added along State Avenue.

3. Per Section 27-699(a), the following landscaping requirements shall be met:
 - a. The area between the curb of a public street and the property line shall be brought to finish grade and planted in grass. In no case may this area be paved or covered with materials other than grass or an appropriate ground cover, except at approved driveways that shall be paved. Approved street trees may also be planted.
 - b. All areas not covered by buildings, paved area, or other acceptably improved areas shall be landscaped with such landscaping continuously maintained.
 - c. No landscaping in street rights-of-way or in the required sight distance triangles on corner lots, as provided in Section 27-637, shall be allowed to exceed 24 inches in height, except for approved street trees.
 - d. At least one-half of the trees planted to fulfill the tree planting requirements shall be shade trees.

Applicant Response: Acknowledged.

4. Per Section 27-699(b), the following screening requirements shall be met:
 - a. Screening shall not extend into the sight distance triangle or beyond the required parking or paving setback where side or rear lot lines approach a street right-of-way.
 - b. Where the required screening is made ineffective by topographic or other uncontrollable conditions or where the screening would tend to obscure another commercial or industrial use, buffer plantings and/or shade trees may be substituted.
 - c. Mechanical equipment or other utility hardware whether on the ground or on a building shall be screened from public view. Such screening shall be harmonious with building design and materials.
 - d. Any lighting used to illuminate an off-street parking area, sign or other structure shall be arranged to deflect light away from any adjoining residentially zoned property or from public streets. Direct or sky-reflected glare, from floodlights or commercial operations, shall not be directed into any adjoining property. The source of lights shall be hooded or controlled. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights that cast light on adjacent residentially zoned property shall not exceed one foot candle as measured from said property line.

Applicant Response: Acknowledged.

5. Per Section 27-702(1)(a-d), all shade trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground.

Applicant Response: Acknowledged.

6. Per Sections 27-699(b)(3), -699(b)(4), -700(b)(1), and -703, all landscaping must be completed in satisfaction of all landscaping requirements as part of the proposed site development, no landscaping may be delayed due to the zoning district or vacancy status of adjacent properties, and additional landscaping must be installed if current landscaping dies or adjacent development requires the subject property to add additional landscaping or screening.

Applicant Response: Acknowledged.

7. The Department of Planning + Urban Design shall not give approval for any temporary certificate of occupancy (TCO) or final certificate of occupancy (CO) before the completion of all required work. For any project that requires a certificate of occupancy, prior to requesting for any certificate, the applicant, permit holder, and/or property owner shall complete all items required by: Approved Plans, Codes, Ordinances, Zoning District Regulations, Planned 19. District Requirements, Comprehensive Plan Requirements, all Design Guideline Requirements, Overlay District Requirements, and Requirements approved by the City Planning Commission and/or the UG Board of Commissioners. It is the collective responsibility of the applicant, permit holder, and property owner to ensure that any and all permits, land entitlements, deviations, or variances are obtained in advance of the beginning of any work. Planning Department standards require that all required work be complete prior to requesting a TCO. The only item that is allowed to be incomplete is landscaping, which shall be complete before requesting a CO. A bonded CO may be allowed in case of adverse weather conditions; however, all requirements must be completed for all items not secured by the bond.

Applicant Response: Acknowledged. Project team will schedule a meeting via EDR e-mail to confirm all CO and TCO requirements with all relevant departments.

8. Only decorative lighting can be used on the exterior of the building(s). No pack lights or flood lights are allowed.

Applicant Response: Acknowledged.

9. Sec. 27-575(g)(3) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six (6) feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. At all times, screening materials shall be well maintained.

Applicant Response: Acknowledged.

10. All roof mounted units (mechanical equipment, elevator equipment, etc.) must be screened by the parapet of the building. Perforated metal screen will not effectively shield the equipment from public view.

Applicant Response: Acknowledged. All equipment screens shall comply.

11. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building.

Applicant Response: Acknowledged.

12. Regarding BPU transformer screening, the following applies:

- a. Gate doors are required for all types of screening that are placed in front of the transformers.
- b. Fences shall be installed two (2) feet off the ground and have adequate clearance to open gate doors at 180° and have 10 feet clearance from pad when gate doors open.
- c. Posts for gate doors must be installed a minimum distance of 10 feet apart in the front.
- d. For slat fences, customer shall install a minimum four (4) inch slats and have four (4) inches of space between each slat.
- e. Customer must take account of the maturity size of the evergreen tree when planting saplings so that the trees can grow outside of the required clearance for evergreen trees, customer shall plant each tree so that there is two (2) feet or more of space from edge to edge between each tree at maturity. (e.g., blue arrow juniper grows up to two (2) feet wide, so there shall be four (4) feet of spacing between each tree taking account the growth of saplings).
- f. Pad must have a minimum clearance of six (6) feet on each side, six (6) feet on the back and five (5) feet on the front allowing for 10 feet on the front when gate doors open.

Applicant Response: The BPU transformer will be screened on the south by the building and the retaining wall and on the east by a gate. Upright evergreens have been added on the west and north sides of the transformer outside the clearance zone.

Signage:

1. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process.

Applicant Response: All signage will comply with the Section 27-723(a).

Planning Engineering Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None
- B) Items that are conditions of approval:
 - 1) Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF RECOMMENDATION

Staff recommends that the City Planning Commission make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and **APPROVE** Petitions **PR2023-039** and **PLAT2023-041 (Replat of Lot 2 and 4, Reparat of Parcel 3, City Center Final Plat)** subject to all comments and suggestions outlined in this staff report summarized by the following conditions:

1. **Keep the old Reardon Civic Center plaque and relocate it in a permanent location;**
2. **Obtain the necessary permits for art installation on the northwest corner of 5th Street and Minnesota Avenue;**
3. **Provide updated parking agreements with BPU that are recorded with the Register of Deeds;**
4. **Bulb out the westernmost pedestrian crossing across Minnesota Avenue, approximately where the pass-thru is into the internal courtyard on the Minnesota Avenue sidewalk matching what was installed on State Avenue to protect pedestrians and bus traffic;**
5. **Extend the curb of angled parking to minimize the dead space along 5th Street;**
6. **Record public access agreement to create privately-owned public space in the interior courtyard.**
 - a. **No gate cutting off public pass-thru access from Minnesota Avenue to State Avenue;**
8. **All amenities shall be constructed in Phase I and available to all residents at the time a Temporary Certificate of Occupancy is issued;**
9. **Downspouts shall be internalized;**
10. **Plant one (1) additional street tree along North 5th Street, specifically in the "dead space" north of the northern most on-street parking stall;**
11. **Plant additional street trees along State Avenue in tree wells adjacent to the parallel parking in front of the Reardon Center and reduce the sidewalk to five (5) feet;**
12. **Per Section 27-699(a), the following landscaping requirements shall be met:**
 - a. **The area between the curb of a public street and the property line shall be brought to finish grade and planted in grass. In no case may this area be paved or covered with materials other than grass or an**

- appropriate ground cover, except at approved driveways that shall be paved. Approved street trees may also be planted;
- b. All areas not covered by buildings, paved area, or other acceptably improved areas shall be landscaped with such landscaping continuously maintained;
 - c. No landscaping in street rights-of-way or in the required sight distance triangles on corner lots, as provided in Section 27-637, shall be allowed to exceed 24 inches in height, except for approved street trees;
 - d. At least one-half of the trees planted to fulfill the tree planting requirements shall be shade trees;
13. Per Section 27-702(1)(a-d), all shade trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground;
14. Per Sections 27-699(b)(3), -699(b)(4), -700(b)(1), and -703, all landscaping must be completed in satisfaction of all landscaping requirements as part of the proposed site development, no landscaping may be delayed due to the zoning district or vacancy status of adjacent properties, and additional landscaping must be installed if current landscaping dies or adjacent development requires the subject property to add additional landscaping or screening;
15. Only decorative lighting can be used on the exterior of the building(s). No pack lights or flood lights are allowed;
16. Sec. 27-575(g)(3) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six (6) feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. At all times, screening materials shall be well maintained;
17. All roof mounted units (mechanical equipment, elevator equipment, etc.) must be screened by the parapet of the building. Perforated metal screen will not effectively shield the equipment from public view;
18. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building;
19. Regarding BPU transformer screening, the following applies:
- a. Gate doors are required for all types of screening that are placed in front of the transformers;
 - b. Fences shall be installed two (2) feet off the ground and have adequate clearance to open gate doors at 180° and have 10 feet clearance from pad when gate doors open;
 - c. Posts for gate doors must be installed a minimum distance of 10 feet apart in the front;
 - d. For slat fences, customer shall install a minimum four (4) inch slats and have four (4) inches of space between each slat;
 - e. Customer must take account of the maturity size of the evergreen tree when planting saplings so that the trees can grow outside of the required clearance for evergreen trees, customer shall plant each tree so that there is two (2) feet or more of space from edge to edge between each tree at maturity. (e.g., blue arrow juniper grows

- up to two (2) feet wide, so there shall be four (4) feet of spacing between each tree taking account the growth of saplings);
- f. Pad must have a minimum clearance of six (6) feet on each side, six (6) feet on the back and five (5) feet on the front allowing for 10 feet on the front when gate doors open;
20. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
21. All existing and future driveways must feature curb cuts that are constructed to UG standards;
22. A Right-of-Way Permit is Required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
23. A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review Committee (DRC) Permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks, or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting;
24. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
25. The Department of Planning + Urban Design shall not give approval for any temporary certificate of occupancy (TCO) or final certificate of occupancy (CO) before the completion of all required work. For any project that requires a certificate of occupancy, prior to requesting for any certificate, the applicant, permit holder, and/or property owner shall complete all items required by: Approved Plans, Codes, Ordinances, Zoning District Regulations, Planned 19. District Requirements, Comprehensive Plan Requirements, all Design Guideline Requirements, Overlay District Requirements, and Requirements approved by the City Planning Commission and/or the UG Board of Commissioners. It is the collective responsibility of the applicant, permit holder, and property owner to ensure that any and all permits, land entitlements, deviations, or variances are obtained in advance of the beginning of any work. Planning Department standards require that all required work be complete prior to requesting a TCO. The only item that is allowed to be incomplete is landscaping, which shall be complete before requesting a CO. A bonded CO may be allowed in case of adverse weather conditions; however, all requirements must be completed for all items not secured by the bond; and,
26. Sec. 27-211(j) In the event the a plan or section thereof is given final approval and thereafter the landowner shall abandon said plan or a section thereof and shall so notify the Unified Government in writing, or in the

event the landowner shall fail to commence, as evidenced by receipt of building permits and start of construction, the planned development within 18 months after final approval has been granted or in the case of subsequent phases each shall be initiated within 24 months of the issuance of a certificate of occupancy on the entire preceding phase or the plan will be considered abandoned, then in either event such final approval shall terminate and shall be deemed null and void unless such time period is extended by the Planning Commission upon written application by the landowner. Whenever a final plan or section thereof has been abandoned as provided in this section, no development shall take place on the property until a new development plan has been approved.

ATTACHMENTS

Aerial Map
Zoning Map
Land Use Designation Map
GeoSpatial Services Comment Letter
Final Plat
Applicant Response Letter
Neighborhood Meeting Minutes
Site Plan
Grading Plan
Landscape Plan
Building Elevations
Site Photographs taken by Planning Staff on December 13, 2023.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>City Planning Commission</u>	<u>Unified Government Board of Commissioners</u>
Public Hearing		
Preliminary and		
Final Plan	February 12, 2024	February 29, 2024
Final Plat	February 12, 2024	TBD

STAFF CONTACT: **Byron Toy, AICP**
 btoy@wycokck.org

MOTIONS

PLAT

I move the Kansas City, Kansas City Planning Commission **APPROVE PLAT2023-041 (Replat of Lot 2 and 4, Replat of Parcel 3, City Center Final Plat)** as meeting all the requirements of the City code and being in the interest of the public health, safety, and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements of the Kansas City, Kansas City Planning Commission:

PLAT2023-041 (Replat of Lot 2 and 4, Replat of Parcel 3, City Center Final Plat) and PR2023-039

17

1. _____;
2. _____; And
3. _____.

OR

I move the Kansas City, Kansas City Planning Commission **DENY PLAT2023-041 (Replat of Lot 2 and 4, Replat of Parcel 3, City Center Final Plat)**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

PLAN REVIEW

I move the Kansas City, Kansas City Planning Commission **RECOMMEND APPROVAL** of Petition **PR2023-039**, to the Unified Government Board of Commissioners as meeting all the requirements of the City code and being in the interest of the public health, safety, and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements of the Kansas City, Kansas City Planning Commission:

1. _____;
2. _____; And
3. _____.

OR

I move the Kansas City, Kansas City Planning Commission **RECOMMEND DENIAL** of Petition **PR2023-039**, to the Unified Government Board of Commissioners as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

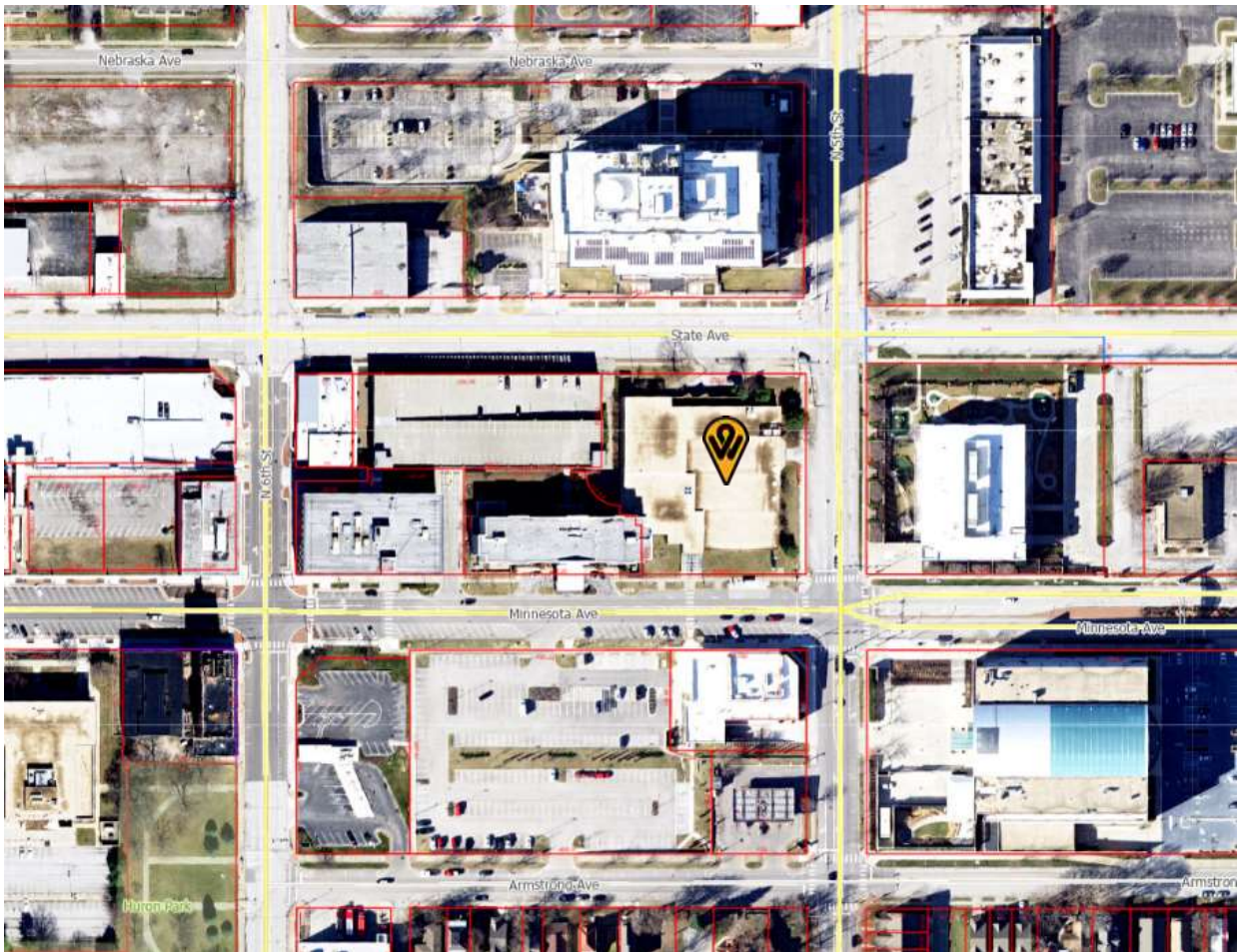


Figure 1. Aerial Map of 500 Minnesota Avenue (provided by UG Maps).

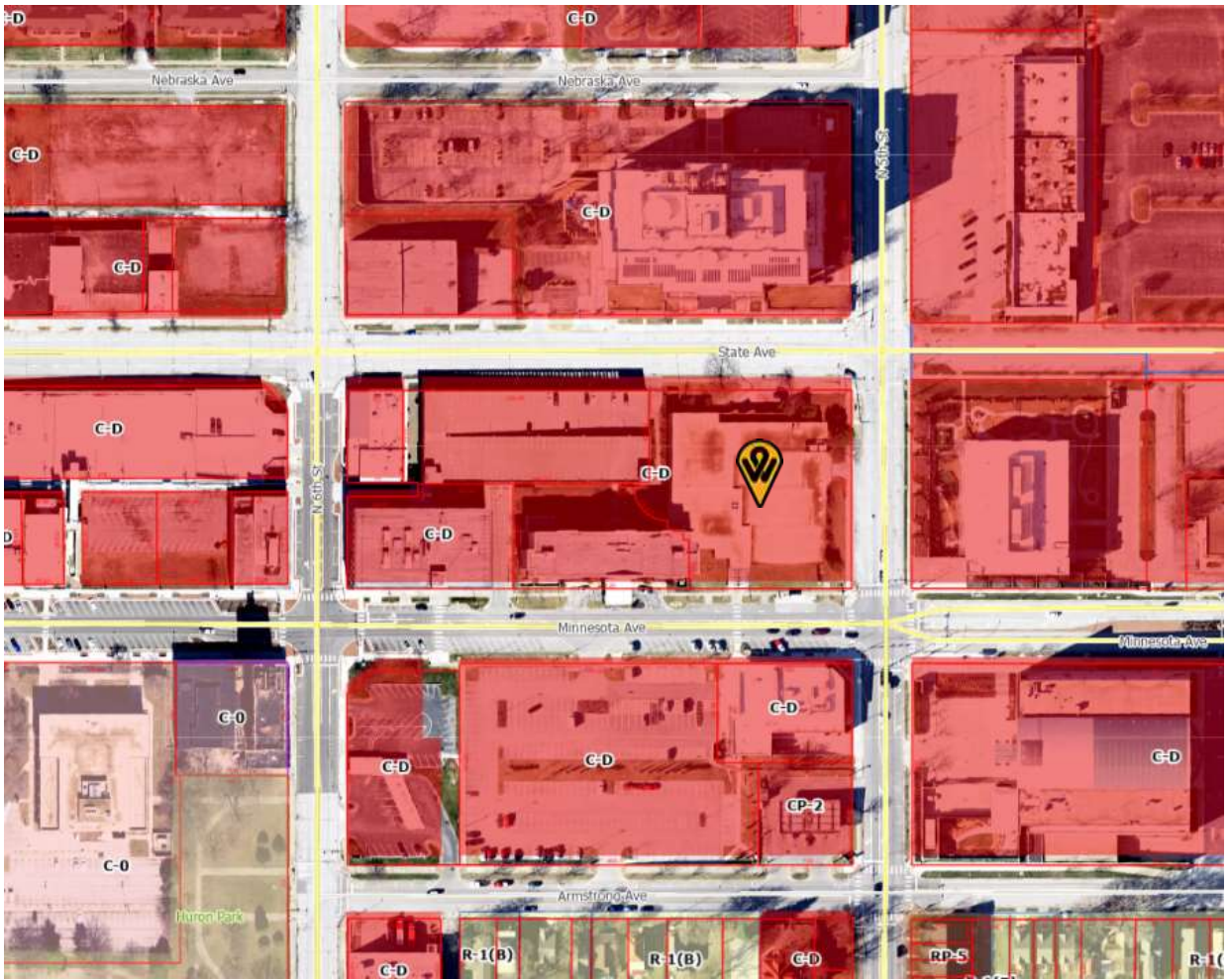


Figure 2. Zoning Map of 500 Minnesota Avenue (provided by UG Maps).

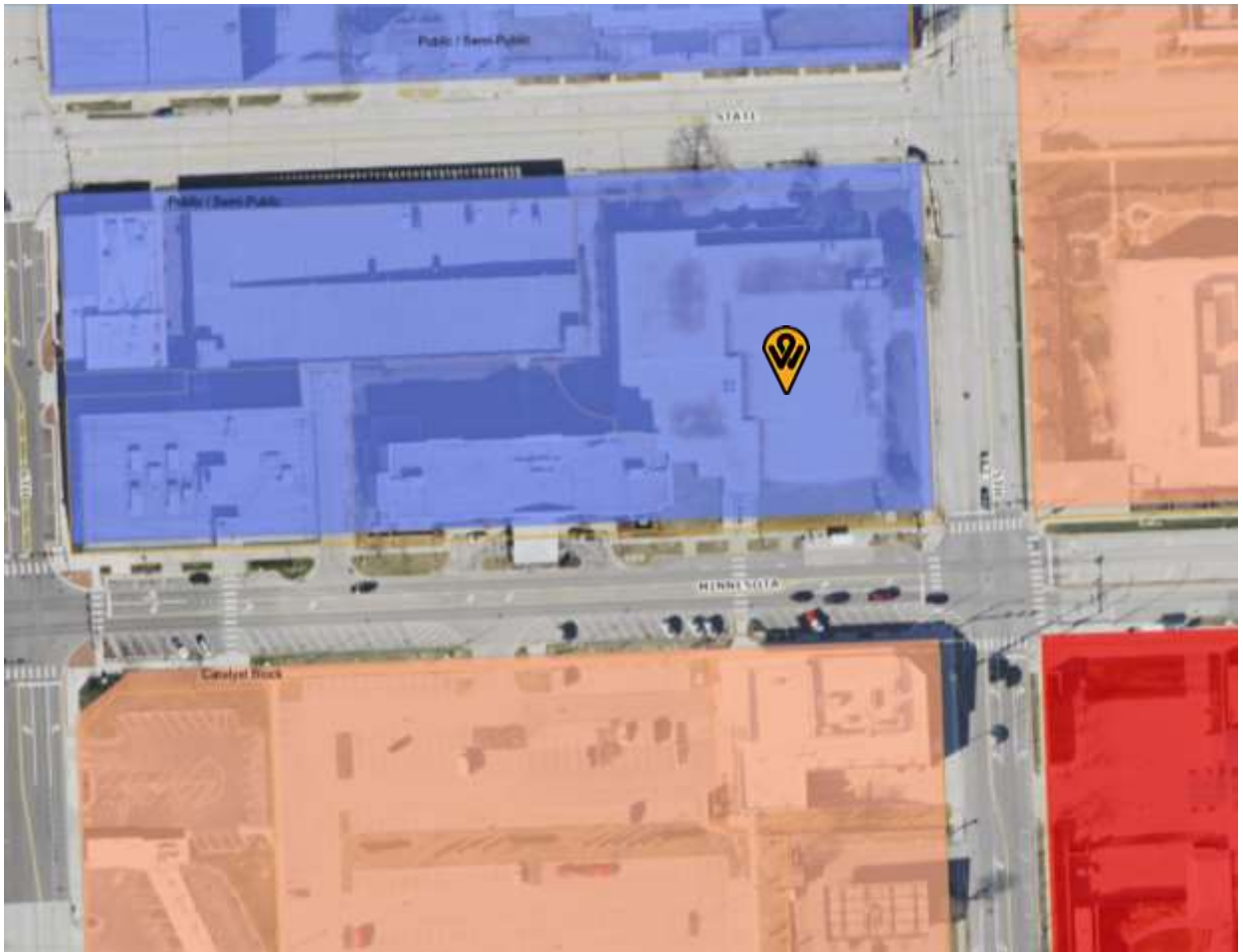


Figure 3. Downtown Area Plan Land Use Designation Map – MP-2020-2 was approved to Downtown Mixed Use by the Board of Commissioners on May 28, 2020 (provided by ArcGIS Pro).



GeoSpatial Services
Division

710 North 7th Street Suite 200
Kansas City, Kansas 66101

Phone: (913) 573-2941
Fax: (913) 573-4106

To: Gunnar Hand, Planning and Urban Design
Janet Parker, Planning and Urban Design
From: Robert Ringel, GIS Analyst, Unified Government GSS
Date: December 7, 2023
RE: **REPLAT OF LOT 2 & 4, REPLAT OF PARCEL 3, CENTER CITY**

We have researched the official county records for the above plat as submitted to Planning and Urban Design by:

Taliaferro & Browne, Inc.

And we have determined the following:

Takes all of CIC-TAS Parcels:

412301 & 412303

Owner-of-Record:

UG

Jurat Signature:

Mayor - UG

We find that the plat is: **Presently unacceptable for posting.**

Please note the following comments.

1) Legal Description

Add a boundary legal description.

2) Name

Revise various name formats in Easements and Approvals to "Unified Government of Wyandotte County/Kansas City, Kansas."

3) Approvals

Update the mayor, chairman, Register of Deeds, UG Clerk, and year.

4) Corner Ties

I don't find any ties to corners found.

5) Easement Release

Revise note about easement to "Access Esmt. released by this plat."

6) TIF

Does there need to be change in the TIF boundary for these two lots?

DOWNTOWN MIXED-USE

Use Definition:

Multi-story buildings with commercial/retail uses at street level preferred, with office uses and some residential uses above. Office uses may be allowed on first floor but should not dominate any block face. Similarly, access to residential uses is allowed at street level but residential units themselves are not. Live/work units with commercial/retail on the first floor and residential above are allowed if the work units on the first floor contribute to the commercial/ retail nature of the block.



Character:

- Mixed-use multi-story parking structures
- Pedestrian amenities and spaces – plazas, mid-block walkways, enhanced crosswalk, streetscape furnishings
- Outdoor café and display area to allow periodic extension of business activity outdoors
- Multi-story, mixed-use buildings
- Alley access for limited surface parking, services and equipment
- Transit – local and regional availability
- Maximized on-street parking
- Zero building set-back, except to allow entry, plaza, small park or outdoor use spaces



I-9

DOWNTOWN MASTER PLAN

DRAFT – 04.07

The Mobility Framework is comprised of five elements including streets, pedestrian connections, streetscape, transit and parking. All five elements work together to create the Mobility Framework that accommodates all modes of transportation to and within Downtown.

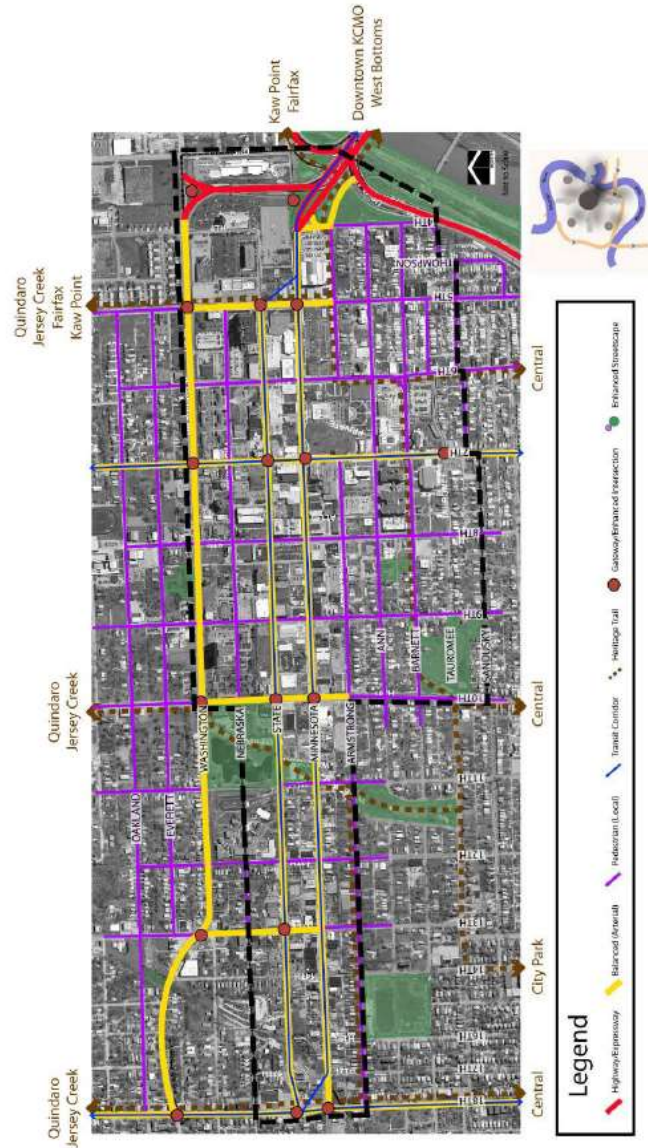
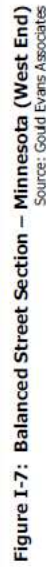


Figure I-4: Mobility Framework Map
Source: Gould Evans Associates

- Two to four lane section, wide sidewalk, on-street parking, left turn lanes at key intersections or continuous in some locations
- Pedestrian and vehicular amenities are encouraged, such as planters, trees, separation from traffic, transit shelters, area banners, parking signage, etc.
- Crosswalks at all intersections, enhanced materials, signaled at key intersections with other balanced streets
- Primary transit routes with stops at intersections with other balanced and pedestrian streets (*See Transit section below for accommodations*)



Pedestrian Streets – This category provides enhanced pedestrian routes and primarily supports mobility within Downtown (Figure I-9). These streets exist in a 64 foot right-of-way and are considered secondary vehicular traffic movers in Downtown. Transit facilities and routes would not typically be located on these streets. A pedestrian street would have many of the following characteristics:

- 2 lane section, wide sidewalks desirable, on-street parking required
- Enhanced pedestrian amenities – pedestrian lighting, signage, banners, benches, planters and trees, and trash receptacles
- Crosswalks – may incorporate crossing table, different paving material, signaled, etc.

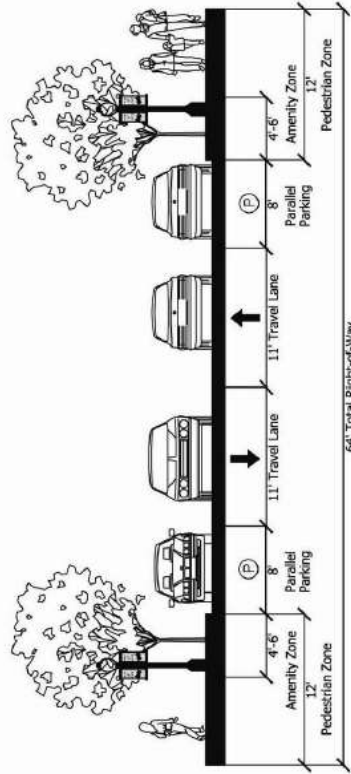


Figure I-9: Pedestrian Street Section (Typical)

Source: Gould Evans Associates

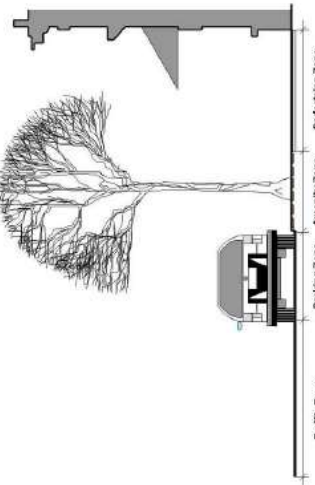


Figure I-10: Streetscape Zones

Source: Gould Evans Associates

b. Streetscape, Enhanced Intersections and Gateways

The term streetscape generally refers to elements and items located in the public domain of a right-of-way such as streets, trees, sidewalks, plantings, pedestrian amenities and on-street parking. In general the streetscape is divided into four zones (Figure I-10):

Traffic zone – Allows the movement of traffic to and through the area, should be unobstructed to vehicular traffic except at intersections. May also accommodate transit and bicycle functions.

Parking zone – Provides on-street, in-front parking opportunities and provides a buffer between pedestrians and moving cars. May be periodically intersected for transit, turning and other functions.

Amenity zone – Provides an additional buffer to the street with pedestrian oriented amenities such as street trees, lighting, benches, trash receptacles, kiosks, newspaper stands, public art and additional landscaping.

Pedestrian zone - Facilitates the movement of pedestrians and provides access to buildings. Should remain relatively clear of obstructions. In some instances seasonal amenities such as outdoor cafes, sidewalk sales and street vendors are allowed provided pedestrian movement is not compromised.

The elements and items in the streetscape for Downtown Kansas City, Kansas assist in defining its character. To further delineate a distinct, identifiable image and character for the Downtown, the plan proposes a hierarchy of streetscape related to the street designation and the intensity of the public right-of-way activity. The streetscape sections, previously shown in the plan, provide an idea of what a typical streetscape for each type of street might look like. Design details, element placements and specific themes or furnishings or plantings will need to be addressed at the next level of streetscape planning and design.

In relation to the streetscape as a defining element, specific intersections should be identifiable pieces of Downtown. Several key intersections are identified as gateways or enhanced intersections:

- Washington at 18th, 13th, 10th, 7th, 5th and at the curve to I-70.
- State at 18th, 13th, 10th, 7th, and 5th
- Minnesota at 10th, 7th, 5th, and I-70
- Tauromee at 7th

These intersections should be enhanced through physical design. In general, enhanced intersections should include:

- Enhanced crosswalks with different paving treatment and signalization to increase pedestrian comfort and use

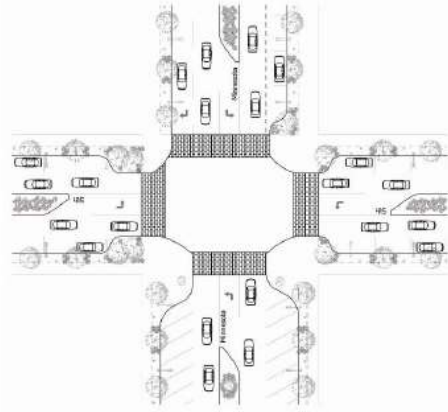


Figure I-11: 5th and Minnesota Intersection
Source: Gould Evans Associates

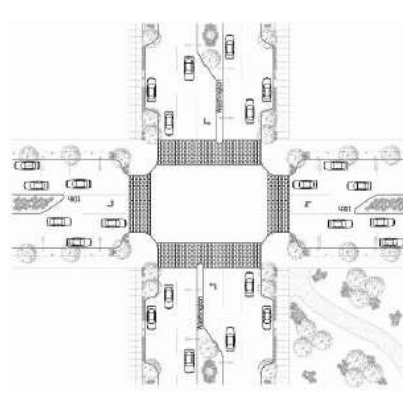


Figure I-12: 10th and Washington Intersection
Source: Gould Evans Associates

- Pedestrian amenities including benches, trash receptacles, lighting and planters or street trees
- Public art amenities and wayfinding elements or features
- Downtown, district and/or neighborhood gateway, entry or welcome monument signage feature where appropriate
- Transit accommodations where appropriate

Figures I-11 and I-12 provide examples of two typical enhanced intersection locations.

c. Pedestrian Connections

Another element of mobility consists of dedicated pedestrian connections. Often times these connections link places or destinations that people frequent within an area. Connections of these types are often themed and can tell a story as pedestrians walk along them. In this case the extension of the Riverfront Heritage Trail network provides an opportunity to develop both on-street and off-street pedestrian linkages (**Figure I-13 & I-14**) to a variety of Downtown and community destinations.

Riverfront Heritage Trail – provides a pedestrian connection between open space and points of interest in Downtown and the surrounding neighborhood and community sites. Currently, the Riverfront Heritage Trail traverses the West Bottoms and the Kansas River as it makes its way from Downtown Kansas City, Missouri to Downtown Kansas City, Kansas. The trail terminates at 6th and Armstrong. Extensions of this trail are proposed to connect Downtown with Kaw Point, Jersey Creek, Quindaro

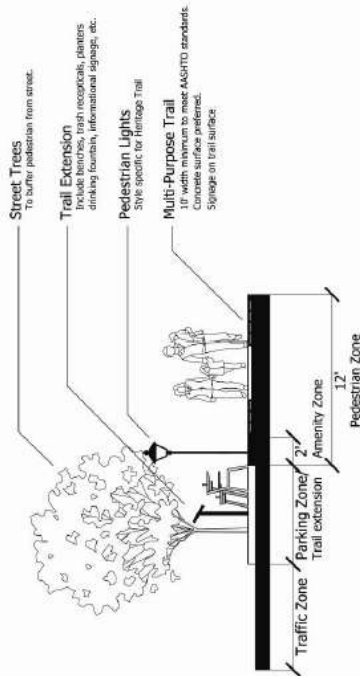


Figure I-13: Trail Section – On-street

Source: Gould Evans Associates

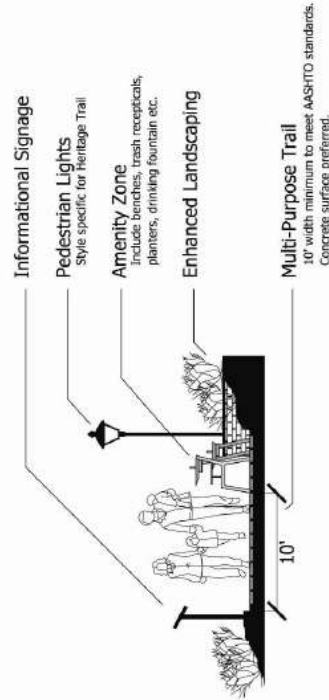


Figure I-14: Trail Section – Off-street

Source: Gould Evans Associates

Boulevard, Fairfax District, Central Avenue and City Park. The trail should have the following characteristics:

- Minimum 10' multi-use trail, off-road, where feasible
- Directional signage and pedestrian lighting.
- If themed, artistic monuments/markers portraying theme specifics or reflecting local heritage, historical or cultural events/sites/people
- Meet ADA, AASHTO standards for trail design

d. Transit

Transit creates important connections to and within Downtown. Transit is most effective when a critical mass of development is achieved and transit serves to connect people to jobs or commerce or other destinations of community importance. In Downtown Kansas City, Kansas transit has the opportunity to do all of this. The future location of transit services and facilities needs to be flexible and accommodate different transit technologies as they change from bus, to bus rapid transit, to light rail, to other technologies and methods.

Transit, based on the land use patterns and street network proposed, should operate on the balanced streets within Downtown. The balanced streets provide an opportunity to capture both commercial and employment traffic. These streets are also major connectors to other parts of the community. The accommodation of transit technologies such as light rail will require the reconfiguration of the balanced street sections. Changes may include removal of the median or a parking lane to accommodate transit and associated

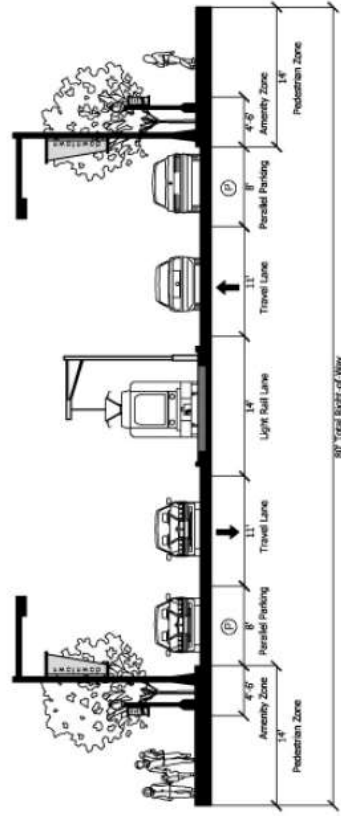


Figure I-15: Light Rail Street Section Concept – State Avenue
Source: Gould Evans Associates

a. Building Envelope

The building envelope is the area in which structures can be built. In a Downtown or an urban setting, the building envelope is best defined by parameters related to setbacks and height. The character of an attractive and inviting Downtown is significantly shaped through the use of proper and consistent setback and height requirements.

Setback – defines the buildable area on the site using the front, rear and side setbacks and should encourage a continuous street front of buildings, except for plaza, courtyard, entry or other desired areas.

Height – defines the buildable volume on the site through a maximum or minimum number of stories or feet that is consistent with the surrounding development context. It should encourage full utilization of land by establishing minimum building heights.

b. Street Level Design

The character of a place is impacted by how structures and spaces are perceived and function in relationship to the street. Most people experience the place from the street; their perceptions and experiences are formed by what they see and experience while walking and driving in the place. Useable and welcoming outdoor spaces, pedestrian friendly façade qualities and well designed parking facilities promote comfort and safety within a successful urban place.

Outdoor Spaces – define outdoor activity spaces for residents and patrons by encouraging well designed:

- Public gathering places including plazas or courtyards
- Building entries
- Outdoor business activity areas including dining areas and outdoor cafes
- Use of public areas including parks, open space and rights-of-way

Façade Qualities – define the character of the primary and secondary frontage (i.e. corner buildings) of a building to reinforce a pleasant experience along public pathways (i.e. streets, alleys, sidewalks, trails, etc.). Features that influence this experience include:



- Windows that provide transparency to buildings
- Design details such as moldings and accents that provide articulation in the building form
- Façade widths that break up block lengths
- Awnings and canopies that can bring the scale of the building to street levels
 - Architectural embellishments that add design character to the building



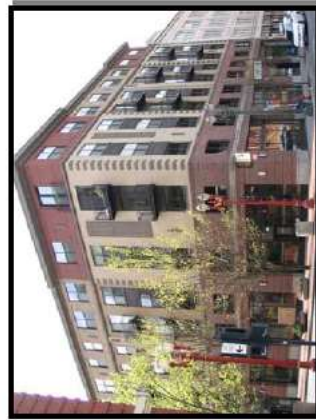
Parking Facilities – define functional and design characteristics that interface with the street level experience. Both surface and structured parking facilities should be integrated into the urban context.

Surface lots should be designed to encourage appropriate:

- Edge treatments – screening/buffering/landscaping or building façade continuation
- Surface treatment – appropriate surface materials and maintenance for the area
- Ingress/egress locations – in light of automobiles impact on pedestrian and traffic flow at the sidewalk and street
- Internal layout – addressing automobile and pedestrian flow as well as landscaping/softening within the parking area

Structured parking should be designed in an integrated manner with other structures to encourage a continuous street-front of active uses:

- Façade treatment – to blend visually with other buildings and structures
- Mixed-use structures - other uses on the ground level along public streets to minimize dead space along the street
- Function – providing a mixture of uses as part of the garage structure including retail, office or residential
- Building materials – in context with surrounding structures
- Ingress/egress locations – in light of automobile impact on pedestrian and traffic flow



Existing parking facilities that effectively provide parking within downtown should be redesigned/redeveloped to incorporate these design elements.

c. Character

Other functional elements associated with public and private projects impact the character of a place and the perception people have of that place. The type and amount of various building materials and signage impacts the feeling of quality (i.e. historic, contemporary, eclectic, etc.) and long-term viability of a place. Service area and equipment placement and screening are associated with the cleanliness of a place. The quality of streetscape and public spaces also contribute to the sense of comfort and safety within a place.

Building Material - provides definition and identity to the Downtown, districts and uses by addressing primary and secondary facades, and all visible areas in a manner that reflects long-term investment and stability. Masonry materials (i.e. brick and stone) should be dominant materials along with the use of glazing (i.e. glass) and metal in traditional urban/Downtown forms.

Signage – should encourage creativity and should provide identification and direction through cohesive design standards that address size and scale, type and location within the context of the area. Signage should be oriented to pedestrians through smaller wall, projecting or window signs.

Service Area and Equipment – should integrate service areas and equipment into site design by addressing location, screening and operations. The intent is to encourage hiding such functions and equipment. Screening of these areas should be consistent with adjacent building design

Streetscape – encourages pedestrian movement, separation from traffic, and softening of hard edges of the urban environment through furnishings (i.e. benches, light fixtures/methods, bike racks, transit shelters, etc.), landscaping, public art and pedestrian amenities (i.e. crosswalk design, pavement types and designs, etc.)



KEY ISSUES

Mixed Use Design Guidelines
Parking
Privately-owned public space

Response: Acknowledged.

STAFF COMMENTS AND SUGGESTIONS

Planning and Urban Design Comments:

General Planning:

1. Please review Appendix A in the Downtown Master Plan as building design, streetscape design and open space design are discussed at length. Incorporate these elements into the development plan.

https://www.wycokck.Org/files/assets/public/v/1 /planning-amp-urban-design/documents/downtown_master_plan.pdf

Response: The project team has reviewed Appendix A and the Downtown Master plan. Some incorporated elements are listed below:

Streetscape Design:

- Space for rideshare pickup / drop-off is provided on the western edge of Minnesota Ave. The existing bus stop remains. Back-in angled parking is provided on N 5th St. and parallel parking is provided on State Ave. This along with multiple curb bulb-outs shelter pedestrian traffic from the street traffic.
- All destinations on and surrounding the site are interconnected via multiple entries, paths, and crosswalks.
- The Heritage Trail system runs along the east side of the site with a 10' wide walkway, with landscaping, and benches, and places for the installation art to enhance the public realm.

Site and Open Space Design:

- Civic / quasi-civic space: The Event Center entrance path allows for gathering before and after events (without causing congestion) with plaza features such as tiered seating and quality landscaping.
- Site utility and service areas are appropriately screened and located away from high traffic areas.

- Attractive pedestrian lighting will be provided throughout the site.
- Most parking occurs in the BPU parking garage maximizing use of the site.

Building Design:

- Buildings have multiple orientations towards the streets and the internal central green.
- Zero lot line facades anchor the street with single-story storefronts and entrances.
- Facades include differentiated base, middle, and top via variations in materials. More public uses like the commercial spaces and Event Center have more glazing for transparency, while private residences feature smaller glazing reflecting a true-mixed use design.
- All facades and storefronts are broken up to favor vertical proportions.
- The taller height of the mixed-use buildings match the surrounding central business district and increase residences built.

Open Space Design:

- The open spaces in the site will contain aspects of pedestrian passages, plazas, and greens.

2. Keep the old Reardon Civic Center plaque and relocate it in a permanent location.

Response: Reardon Civic Center plaque will be preserved and permanently relocated.

3. What programming will be in the open space between the mixed-use building, BPU parking garage and the Reardon Civic Center?

Response: The open space between the phase II mixed-use building and the event center will be programed to accompany events held in the Event Center. The space between the BPU parking garage, Event Center and Mixed Use Phase I Apartment Building will have space for seating, green space, and phase II amenities.

4. Will there be art installations on the northwest corner of 5th and Minnesota.

Response: Project team will provide several locations for public art including at the entrance to the pedestrian pass-thru off Minnesota, the entrance path to the Event Center off of State Ave, as well as along the Heritage Trail.

5. Provide updated parking agreements with BPU that are recorded with the Register of Deeds.

Response: The recorded parking agreement with BPU will be provided to Register of Deeds.

6. Bulb out the westernmost pedestrian crossing across Minnesota Avenue, approximately where the pass-thru is into the internal courtyard on the Minnesota Avenue sidewalk matching what was installed on State Avenue to protect pedestrians and bus traffic.

Response: Bulb out was not included at this location to provide space for ride share traffic. Sign placard will be posted to demark this location.

7. Extend the curb of angled parking to minimize the dead space along 5th Street.

Response: Curb of angled parking will be extended to minimize dead space along 5th St.

8. There appears to not be an ADA ramp for access from the egress door/stairwell onto 5th Street.
 - a. Is this emergency access on the east elevation and need to be ADA compliant, or,
 - b. Is the residential door on the east side entrance/exit - just fire exit only?

Response: This eastern stair is an egress stair. Emergency access on the east side of the phase I mixed use apartment building occurs at the main apartment entrance just to the south in close proximity to the fire command center.

9. Record public access agreement to create privately-owned public space in the interior courtyard.

Response: The public access agreement for the privately held public space in the central green will be recorded.

- a. No gate cutting off public pass-thru access from Minnesota Avenue to State Avenue.

Response: The pedestrian passage in the phase I mixed use apartment building will remain gate free to allow public pass-thru access from Minnesota Ave to State Ave.

10. What amenities are being provided in the first phase for the multi-family residents?

Response: Phase I residents are provided the following amenities:

- Access to the viewing terrace on the 8th floor.
- Access to a fitness center in commercial suite 3 which will also be available to the public for a membership fee.
- Access to the Event Center.
- Every residential unit has a balcony for private outdoor space access.

11. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly.

Response: Acknowledged.

12. All existing and future driveways must feature curb cuts that are constructed to UG standards.

Response: Acknowledged.

13. A Right-of-Way Permit is Required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly.

Response: Acknowledged.

14. A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review Committee (DRC) Permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks, or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting.

Response: Acknowledged.

15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable.

Response: Acknowledged.

16. All conditions of approval herein must be constructed, executed, implemented, or otherwise completed within six (6) months of approval unless otherwise determined by the Director of Planning or their designee.

Response: Per conversation with Mr Byron Toy at the PR2023-039/PLAT2023-041 Staff Report Comments meeting at 10am on December the 20th this will be revised to read "... completed within eighteen (18) months of approval..."

Building Architecture:

1. Please review Appendix A in the Downtown Master Plan as building design, streetscape design and open space design are discussed at length. Incorporate these elements into the development plan.

https://www.wycokck.Org/files/assets/public/v/1 /planning-amp-urban-design/documents/downtown_master_plan.pdf

Response: Please see comment response for General Comment #1 for incorporated elements of Appendix A.

2. Downspouts shall be internalized.

Response: All downspouts shall be internalized. Drawings will be updated.

Landscaping and Screening:

1. Plant street trees along North 5th Street.

Response: The abundance of existing utilities (including major overhead power lines) limits the space available for additional street trees along 5th street. The design team has added a landscape bed in the "dead space" on the north end of the on-street parking (as per General Planning Comment #7) and one tree to the design.

2. Plant additional street trees along State Avenue in tree wells adjacent to the parallel parking in front of the Reardon Center and reduce the sidewalk to five (5) feet.

Response: The sidewalk has been reduced to 5ft and street trees added along State Avenue.

3. Per Section 27-699(a), the following landscaping requirements shall be met:
 - a. The area between the curb of a public street and the property line shall be brought to finish grade and planted in grass. In no case may this area be paved

or covered with materials other than grass or an appropriate ground cover, except at approved driveways that shall be paved. Approved street trees may also be planted.

Response: Acknowledged.

- b. All areas not covered by buildings, paved area, or other acceptably improved areas shall be landscaped with such landscaping continuously maintained.

Response: Acknowledged.

- c. No landscaping in street rights-of-way or in the required sight distance triangles on corner lots, as provided in Section 27-637, shall be allowed to exceed 24 inches in height, except for approved street trees.

Response: Acknowledged.

- d. At least one-half of the trees planted to fulfill the tree planting requirements shall be shade trees.

Response: Acknowledged.

- 4. Per Section 27-699(b), the following screening requirements shall be met:
 - a. Screening shall not extend into the sight distance triangle or beyond the required parking or paving setback where side or rear lot lines approach a street right-of-way.

Response: Acknowledged.

- b. Where the required screening is made ineffective by topographic or other uncontrollable conditions or where the screening would tend to obscure another commercial or industrial use, buffer plantings and/or shade trees may be substituted.

Response: Acknowledged.

- c. Mechanical equipment or other utility hardware whether on the ground or on a building shall be screened from public view. Such screening shall be harmonious with building design and materials.

Response: Acknowledged.

- d. Any lighting used to illuminate an off-street parking area, sign or other structure shall be arranged as to deflect light away from any adjoining residentially zoned

property or from public streets. Direct or sky-reflected glare, from floodlights or commercial operations, shall not be directed into any adjoining property. The source of lights shall be hooded or controlled. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights that cast light on adjacent residentially zoned property shall not exceed one foot candle as measured from said property line.

Response: Acknowledged.

5. Per Section 27-702(1)(a-d), all shade trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground.

Response: Acknowledged.

6. Per Sections 27-699(b)(3), -699(b)(4), -700(b)(1), and -703, all landscaping must be completed in satisfaction of all landscaping requirements as part of the proposed site development, no landscaping may be delayed due to the zoning district or vacancy status of adjacent properties, and additional landscaping must be installed if current landscaping dies or adjacent development requires the subject property to add additional landscaping or screening.

Response: Acknowledged.

7. The Department of Planning + Urban Design shall not give approval for any temporary certificate of occupancy (TCO) or final certificate of occupancy (CO) before the completion of all required work. For any project that requires a certificate of occupancy, prior to requesting for any certificate, the applicant, permit holder, and/or property owner shall complete all items required by: Approved Plans, Codes, Ordinances, Zoning District Regulations, Planned 19. District Requirements, Comprehensive Plan Requirements, all Design Guideline Requirements, Overlay District Requirements, and Requirements approved by the City Planning Commission and/or the UG Board of Commissioners. It is the collective responsibility of the applicant, permit holder, and property owner to ensure that any and all permits, land entitlements, deviations, or variances are obtained in advance of the beginning of any work. Planning Department standards require that all required work be complete prior to requesting a TCO. The only item that is allowed to be incomplete is landscaping, which shall be complete before requesting a CO. A bonded CO may be allowed in case of adverse weather conditions; however, all requirements must be completed for all items not secured by the bond.

Response: Acknowledged. Project team will schedule a meeting via EDR email to confirm all CO and TCO requirements with all relevant departments.

8. Only decorative lighting can be used on the exterior of the building(s). No pack lights or flood lights are allowed.

Response: Acknowledged.

9. Sec. 27-575(g)(3) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six (6) feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. At all times, screening materials shall be well maintained.

Response: Acknowledged.

10. All roof mounted units (mechanical equipment, elevator equipment, etc.) must be screened by the parapet of the building. Perforated metal screen will not effectively shield the equipment from public view.

Response: Acknowledged. All equipment screens shall comply.

11. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building.

Response: Acknowledged.

12. Regarding BPU transformer screening, the following applies:

- a. Gate doors are required for all types of screening that are placed in front of the transformers.
- b. Fences shall be installed two (2) feet off the ground and have adequate clearance to open gate doors at 180° and have 10 feet clearance from pad when gate doors open.
- c. Posts for gate doors must be installed a minimum distance of 10 feet apart in the front.
- d. For slat fences, customer shall install a minimum four (4) inch slats and have four (4) inches of space between each slat.
- e. Customer must take account of the maturity size of the evergreen tree when planting saplings so that the trees can grow outside of the required clearance for evergreen trees, customer shall plant each tree so that there is two (2) feet or more of space from edge to edge between each tree at maturity, (e.g., blue arrow juniper grows up to two (2) feet wide, so there shall be four (4) feet of spacing between each tree taking account the growth of saplings).

- f. Pad must have a minimum clearance of six (6) feet on each side, six (6) feet on the back and five (5) feet on the front allowing for 10 feet on the front when gate doors open.

Response: The BPU transformer will be screened on the south by the building and retaining wall, and on the east by a gate. Upright evergreens have been added on the west and north sides of the transformer outside of the clearance zone.

Signage:

- a. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process.

Response: All signage will comply with the section 27-723(a).

Planning and Engineering Comments:

- A. Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) None
- B. Items that are conditions of approval:
 - 1) Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.
 - 2) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

Response: Engineering review and approval occurs under a separate application. Please see memorandums and responses regarding erosion control, general engineering, retaining walls, sanitary sewer, storm drainage and street review.



Meeting Minutes:

Application Number: PR2023-039, PR2023-039.PLAT2023-041

500 Minnesota Avenue

Date and Location: 12/26/2023 via Teams

Meeting called to order at: 6:05 pm

Names of people in attendance provided by teams:

Willie Lanier, Jr. - Lanier United LLC,
Dan Musser - Newmark Zimmer,
Dan Wehmueller – Newmark Zimmer,
Rich Kniss – NSPJ,
Katie Martinovic – NSPJ,
Stephanie Stone – NSPJ,
Hans Carttar – Community Mercantile
Deon Whitten – Community Mercantile
Laura Marsh – Community Mercantile

The following is a summary of the presentation by Rich Kniss of NSPJ:

The Reardon Center was described including its Site, Commercial, Apartment, and Event Center components. The development team from Lanier United, Newmark Zimmer, NSPJ and Taliaferro and Browne introduced. Reference neighborhood context map and existing Jack Reardon Center Convention Center were presented. Rendered site plan was presented including all buildings, parking, bus stop and pedestrian paths. Building plans and program for the mixed use building were presented next. Programmatic elements were highlighted including the planned fitness center on the first floor, example typical floor plans including efficiency, 1 and 2 bedroom units and accompanying balconies. Balconies activate the street side and the interior central green. The amenity terrace on the 8th floor will have room for 50 people with fire pit and grilling stations and great views of downtown. Facades treated with variation in color and materials to give interest to the building. The commercial spaces have brick, signage, and increased glazing. Color

3515 W. 75TH STREET, SUITE 201, PRAIRIE VILLAGE, KS 66208

P. 913.831.1415 | F. 913.831.1563 | NSPJARCH.COM



proportion and attention to scale wrap the entire building. Next the Event Center can accommodate 300 people including event space with warming kitchen, bathrooms etc. Event Center is more opaque on the side facing the parking garage. The facade facing the mid-block walkway and the façade facing State Ave are more transparent.

Presentation ended with time for questions.

Willie Lanier: This is the same project as presented in 2020. We are updating the planning and zoning application so, needed to have a neighborhood meeting. We are happy to answer any questions.

Hans Carttar: Have the plans changed at all from 2020?

Willie Lanier: Changes in build costs meant adding a phase 2 mixed use building. Taller buildings and shorter [length] buildings give us [room for] phase 2, Event Center is same place as before.

Deon Whitten: What's the timeline for construction and completion?

Willie Lanier: Start of construction will be April 1st. It will be 16-18 months to complete project from a construction standpoint.

Deon Whitten: Being on the board at the Merc. I can see obvious benefits. Have you thought about minimization of disruptions? So, construction doesn't negatively affect operations?

Willie Lanier: Lanier United has good connection with the Merc and ongoing discussion with leadership. The project will increase foot and vehicular traffic. The net benefit would be positive. We will make sure we have a respectable corridor to benefit the Merc or anyone else passing through.

Deon Whitten: My concern was during site construction.

Willie Lanier: Construction parking is needed. Construction workers will not be parking on Minnesota Ave. There will be some impacts during street repair like any other project. Most of the Merc's customers prefer to park on



the street for ease of access. We see that and are aware of that and do not intend to provide any extra disruption during day-to-day processes.

Hans Carttar: What's your vision for occupancies?

Willie Lanier: Preleasing will start a little past mid-point of project with 4-6 month for pre-lease. We believe we will have a relatively quick lease up. We are confident based on similar projects.

Hans Carttar: What are anticipated demographics? Income levels?

Willie Lanier: Per the development agreement – Units are 100% geared to market rate housing. Per the agreement 5% of those units will be geared to 70% of income level of 50,000. So, 35,000-70,000 dollar range yearly income. We believe that most tenants would need to have an income that exceeds approximately 50,000 dollars.

Hans Carttar – I saw 95 units. Is that on phase 1 or spread across both phases?

Willie Lanier: The design has 100 units. We are planning a project that has 85 to 100 units with additional units in phase 2.

Hans Carttar – I am also on the merc board.

Willie Lanier: Goal is to get this project off the ground. I'd like to see prepared food on a daily basis at the Merc. We need foot traffic for that. A lot of good things happen with additional foot traffic impacting stores and operations.

Deon Whitten: Are there any other community benefits?

Willie Lanier: Commissioner Davis presented some community benefits recently. There aren't any other community benefits as part of the contract. There are some women owned and minority business requirements. These are not requirements of the contract. These are community benefits I am doing on my own as a developer. I also have plans that have not been disclosed to market yet.

Deon Whitten: What did Commissioner Davis present?

Willie Lanier: A unified government program created in development with Commissioner Davis and outgoing Commissioner Johnson. Fees go to certain community benefits. Go read it so I don't do it a disservice. As far as community benefits, I am building where other people aren't building. Mr. Lanier asks for consideration in that he's a single developer and has to maintain the same responsibilities as anyone else carrying the developer title.

Deon Whitten: I am asking questions that the community has asked of me. I understand that you operate as a business. I want you to know where I come from. I appreciate the project and the fact that you are continuing despite the apprehensions that you have had. I want to represent this project to my community.

Willie Lanier: This discussion is prudent. We can't do everything on the first job. But this can be a catalyst for future development downtown.

Deon Whitten: I don't want to dominate the conversation as I see 10 people in this meeting. You have the full support of me on this project. It's something I'm looking forward to seeing. What has been the reception of UG? How confident are you of the process?

Willie Lanier: I recommend you and all your friends attend the public meeting. It's always positive to see true participation. We are very confident of the process.

Deon Whitten: The next [meeting] is on the 8th correct?

Willie Lanier: That's correct. It's not about me. Any meeting that is happening downtown your people need to be present.

Deon Whitten: We have our board meeting that night. We are going to spread the word. It's a community effort.



Willie Lanier: We appreciate you taking the time over the holidays. The next meeting is on January 8th. We are excited. We have a great team that we have assembled.

Rich Kniss: If you have any questions feel free to reach out to myself or anyone on the team.

Deon Whitten: What's your position Rich?

Rich Kniss: I am a senior project manager.

Deon Whitten: Can you post your contact information Rich?

Rich Kniss: I can post in the chat. You can send any questions you may have to myself or Stephanie Stone who a project manager on this project is also.

Meeting adjourned at: 6:45pm

No questions or comments were received outside the meeting.

Please see attached address labels of whom was contacted regarding the neighborhood meeting.

Copies To

Willie Lanier, Jr. - Lanier United LLC,
Dan Musser - Newmark Zimmer,
Dan Wehmuller – Newmark Zimmer,
Tim Homburg - NSPJ,
Rich Kniss – NSPJ,
Katie Martinovic – NSPJ
Brad Hus – NSPJ
Patty Yang - Taliaferro and Browne,
The Community Mercantile

Meeting Minutes By
Stephanie Stone, NSPJ

Date
December 26, 2023

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Virginia)
COUNTY OF Alexandria) SS:

Comes now Willie Lanier, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition #PR2023-039.PLAT2023-041-500 Minnesota Avenue
2. That I conducted a neighborhood meeting on December 26, 2023.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Willie Lanier
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 27 day of December, 2023.

My commission expires 31 of August, 2027.

BRIANNA SHANICE BROWN
NOTARY PUBLIC
Commonwealth of Virginia
Registration No. 8094340
My Commission Expires August 31, 2027

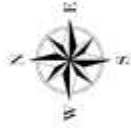
Brianna Shanice Brown
Notary Public

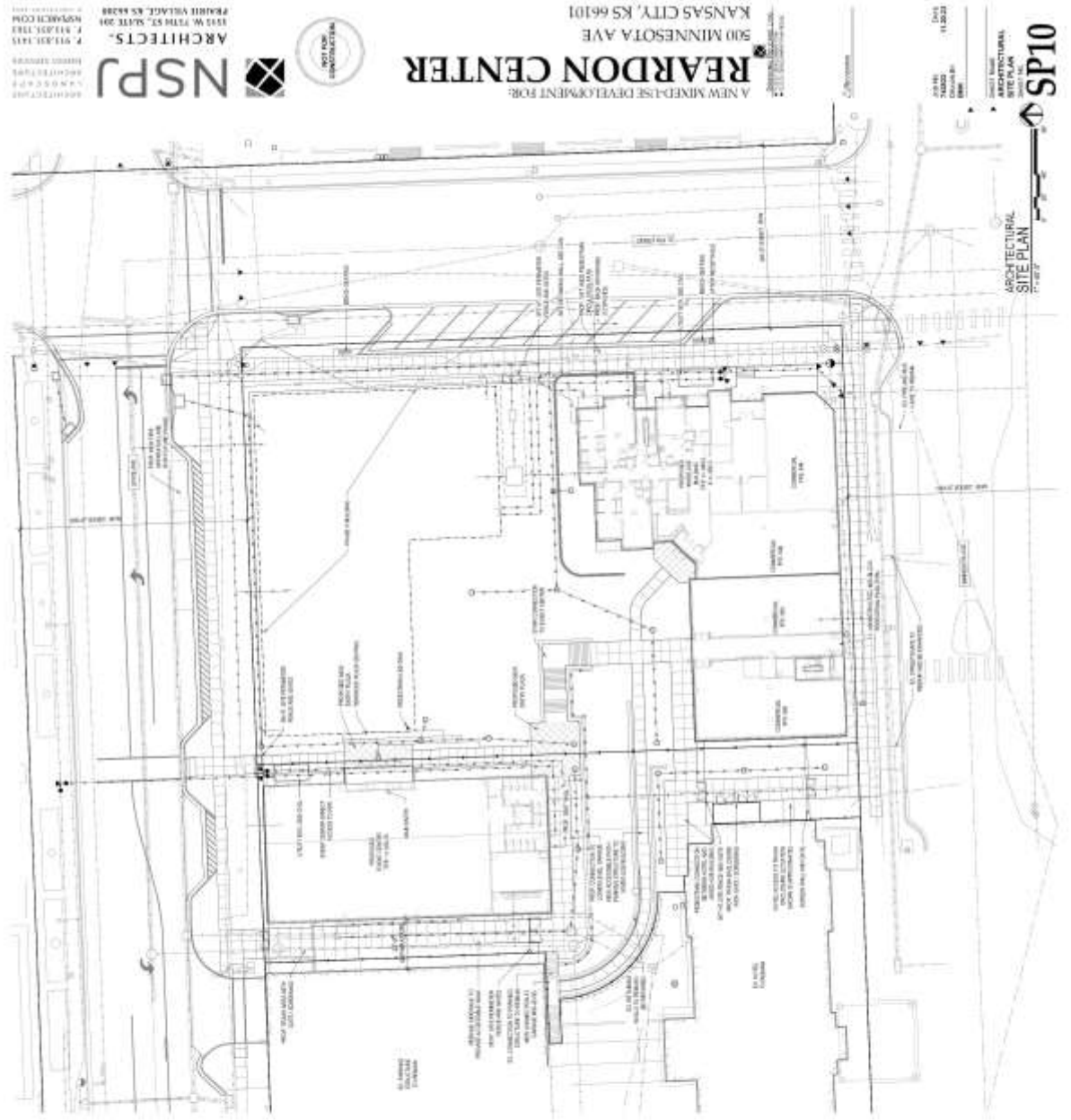
Time (Days)	Number of Fish
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2	40
4	60
6	80
8	90
10	100

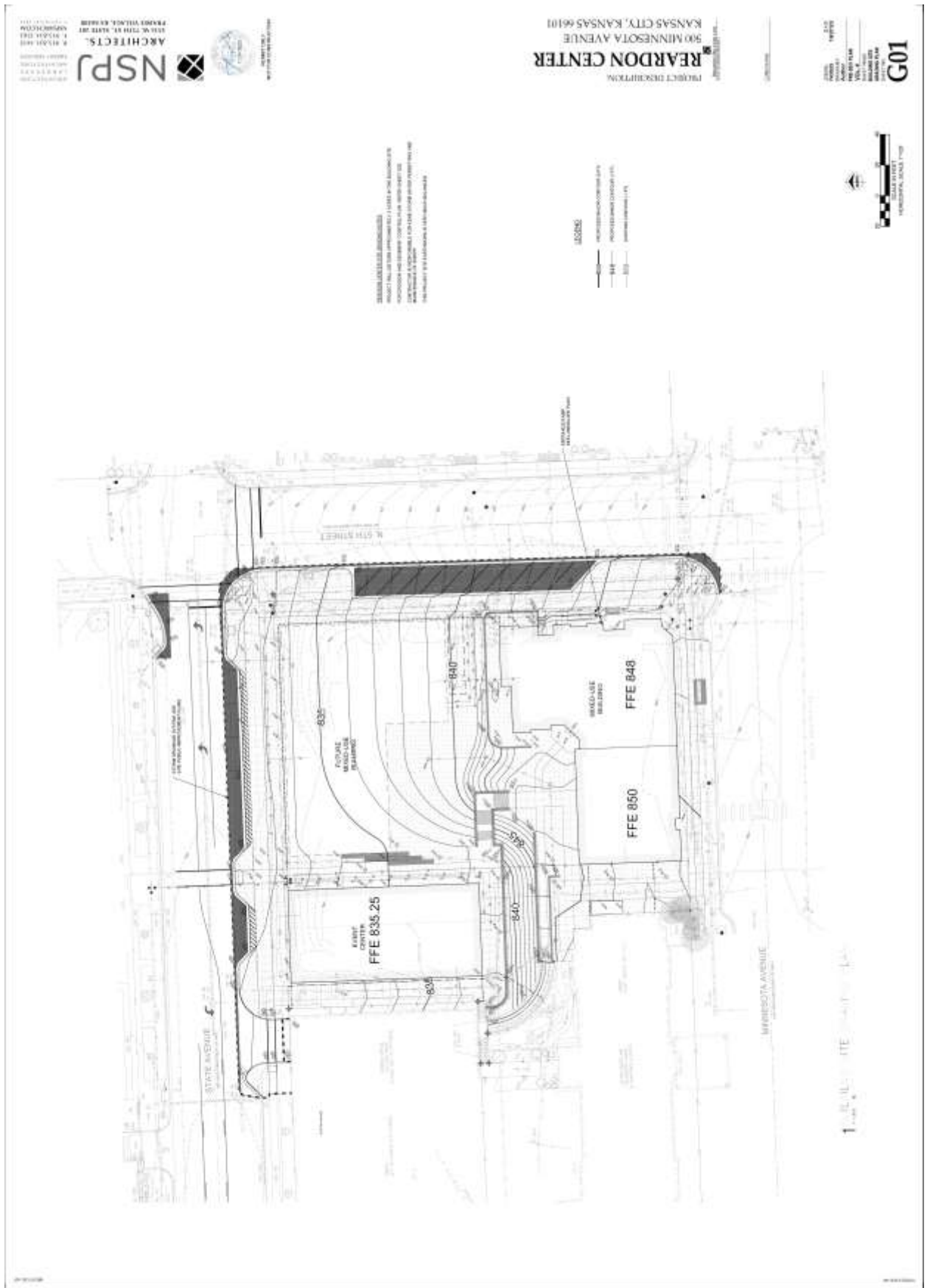
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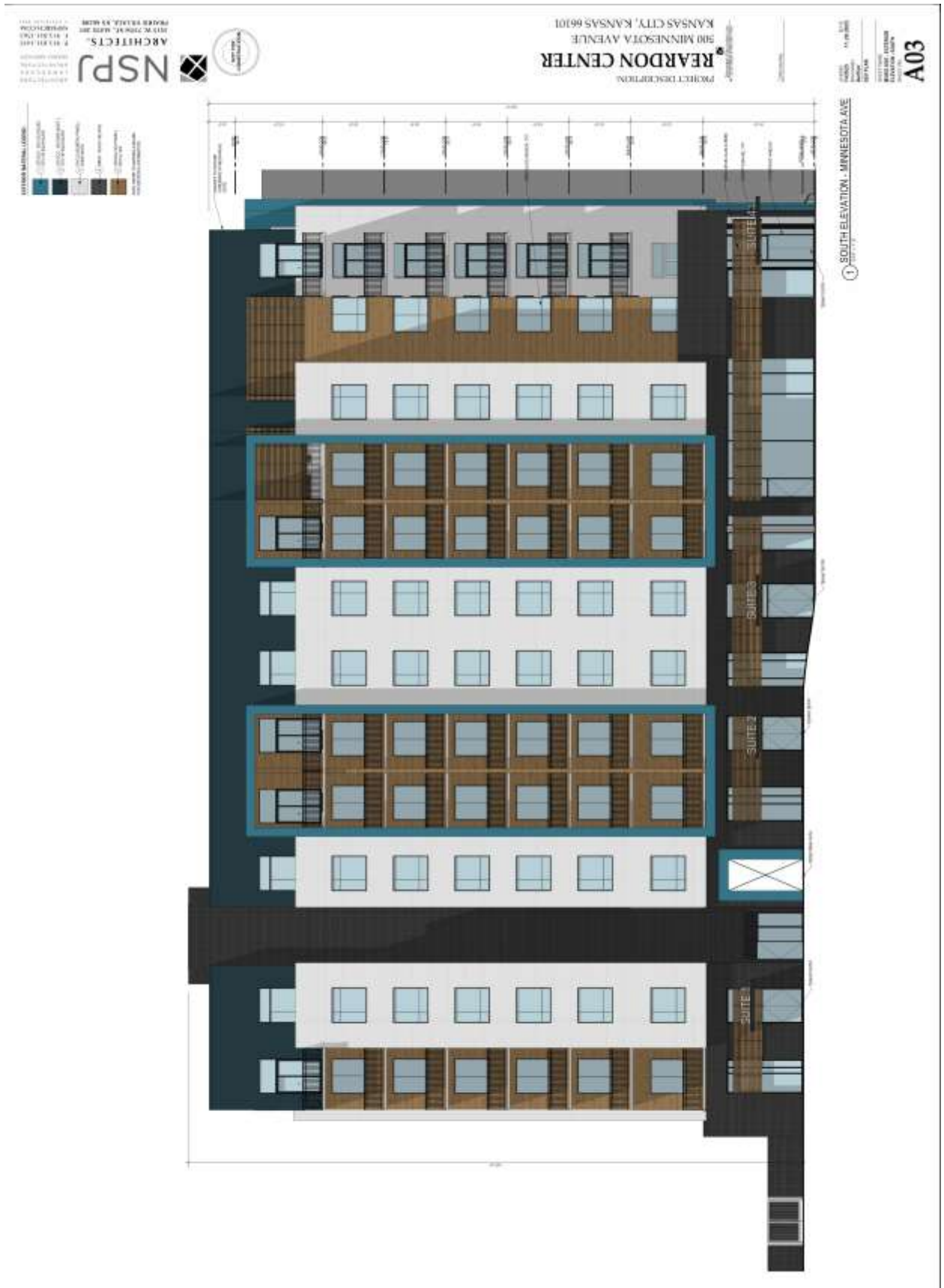
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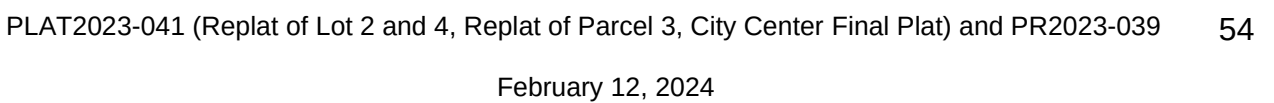
SHEET 2 OF 2

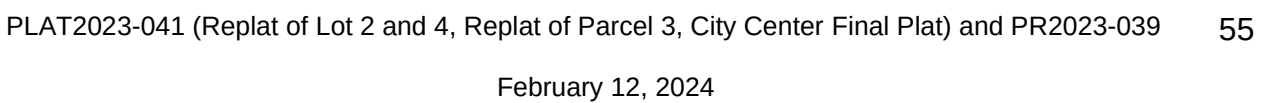
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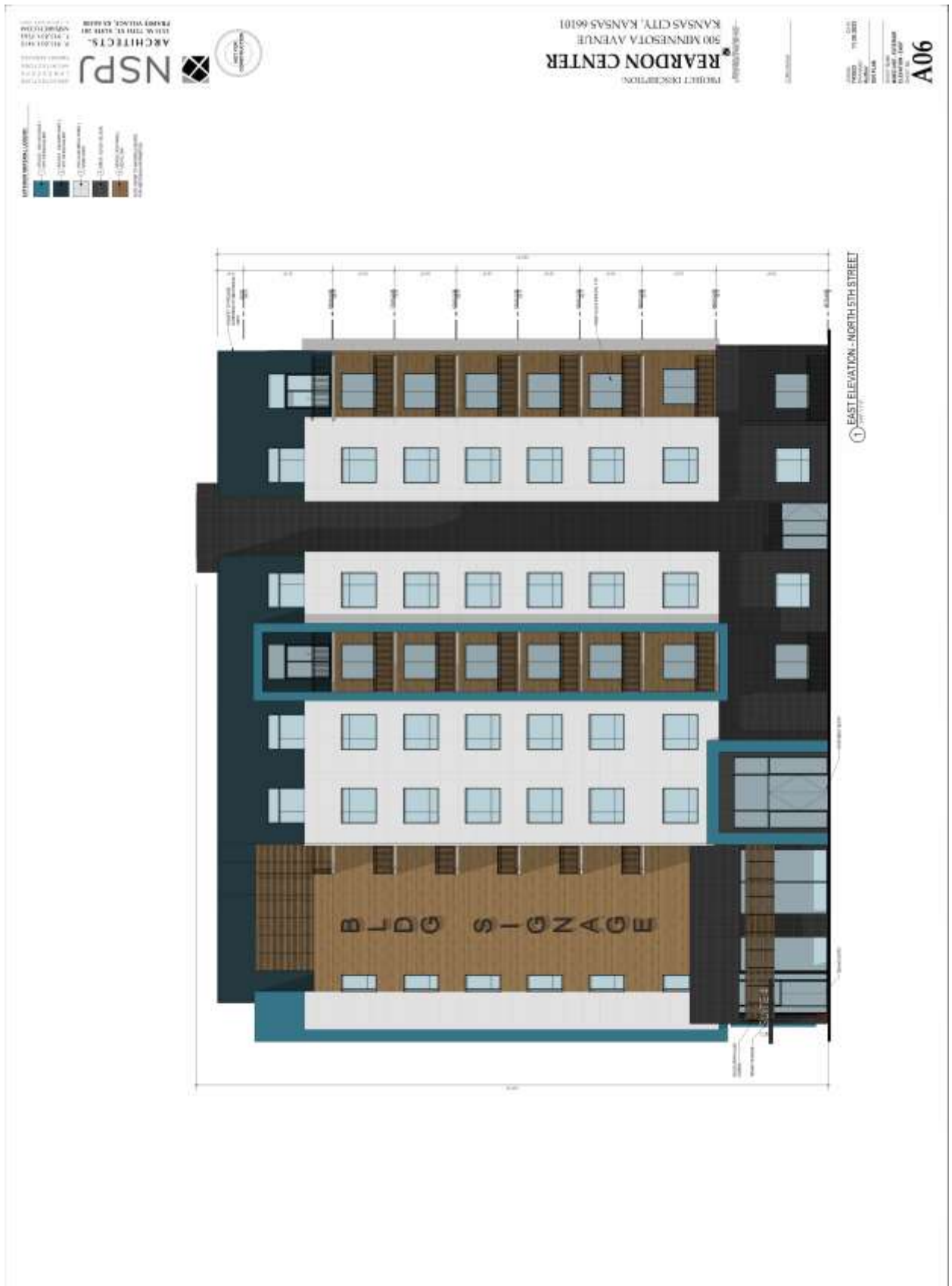












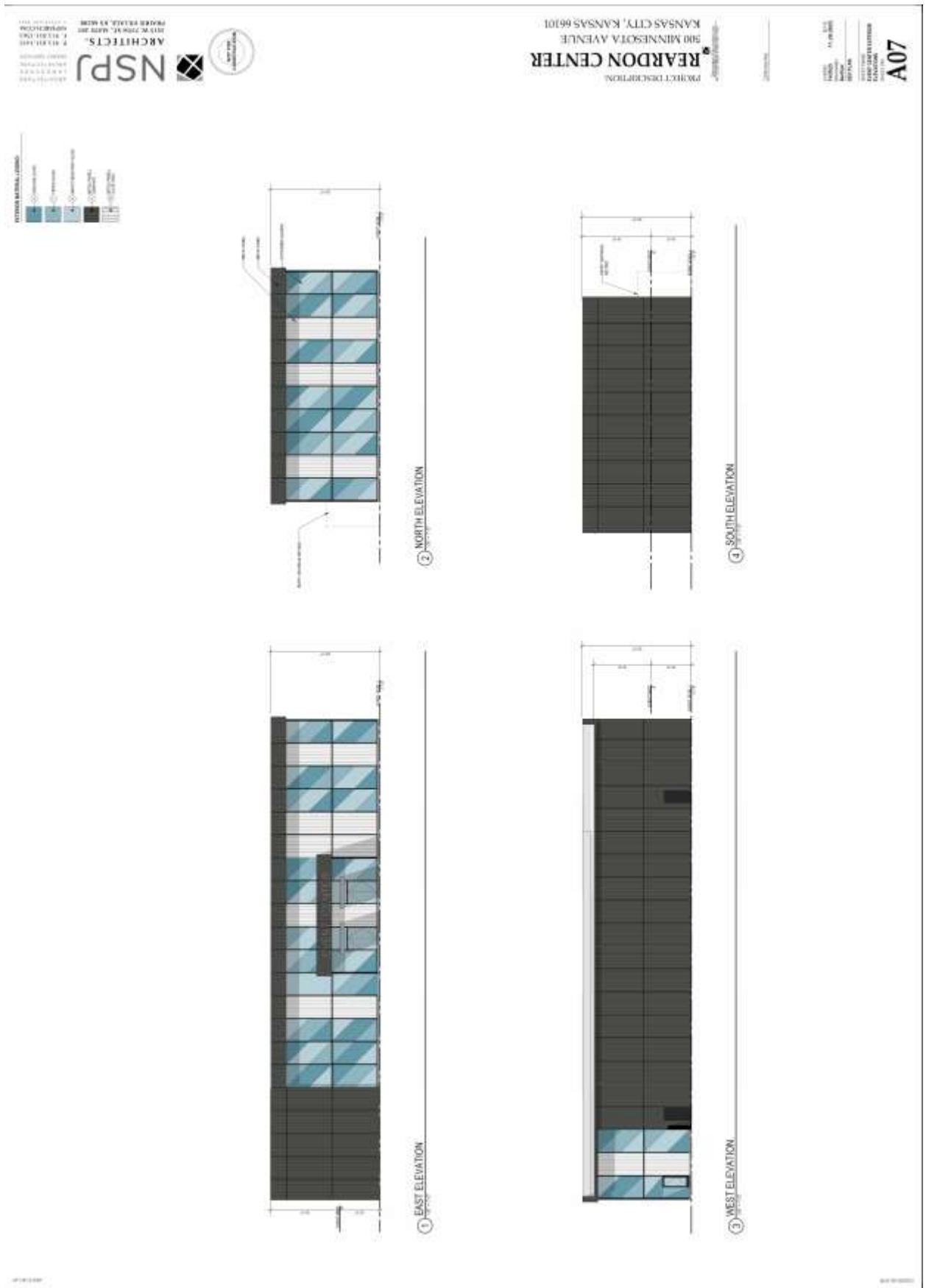




Figure 4. Site Photograph of the Reardon Civic Center from North 5th Street looking northwest (provided by Planning Staff).



Figure 5. Site Photograph of the Reardon Civic Center from Minnesota Avenue looking northeast (provided by Planning Staff).



Figure 6. Site Photograph of the Reardon Civic Center from State Avenue looking south (provided by Planning Staff).



Figure 7. Site Photograph of the Reardon Civic Center from State Avenue looking southwest (provided by Planning Staff).



Report to Full Commission

COMMISSIONER'S AGENDA ITEM NO.

2

MEETING DATE	PRESENTER	DEPARTMENT
APR 11 2024		Economic Development
AGENDA ITEM #IV.2.		
PUBLIC HEARING AND RESOLUTION/ORDINANCE: TWG VICTORY HILLS LLP INDUSTRIAL REVENUE BONDS		
BACKGROUND		
The requested actions of the Commission are: 1. Public Hearing regarding issuance of Industrial Revenue Bonds for TWG Victory Hills, LLP for the project located at 745 N. 78th Street for an amount not to exceed \$43,000,000; 2. Adoption of a resolution of intent to issue Industrial Revenue Bonds for the project; 3. Approval of an ordinance authorizing the issuance of Industrial Revenue Bonds for the project as requested by the members of the Board of Commissioners requesting the special meeting.		
RECOMMENDATION		
Approve		
Conduct public hearing; approve resolution and adopt ordinance		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
n/a		
PROCUREMENT CONSIDERATIONS		
n/a		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Intent Resolution (Victory Hills 2024), Ordinance (Victory Hills 2024), Notice of Public Hearing (Victory Hills 2024), Performance Agreement (Victory Hills 2024), CBA_Victory Hills_11132023_with_LMW, CBA_Victory Hills_11132023_without_LMW, IRB Presentation to UG Commission (April 11, 2024) (94343189v1)-c, Slides - April 11 Commission - Victory Hills IRBs (UG)		

Approved by Mayor and/or Chair and Administrator to add to agenda.

[Signature] 4/9/2024

(Published in *The Wyandotte Echo* on March 28, 2024)

NOTICE OF PUBLIC HEARING ON ISSUANCE OF INDUSTRIAL REVENUE BONDS

Public notice is hereby given that the Commission of the Unified Government of Wyandotte County/Kansas City, Kansas (the "**Unified Government**") will conduct a public hearing on Thursday, April 11, 2024 at 5:00 p.m., or as soon thereafter as may be heard, at City Hall, 701 North 7th Street, Kansas City, Kansas, in regard to (1) the proposed issuance by the Unified Government of one or more series of its Multifamily Housing Revenue Bonds (Residences at Victory Hills), in the aggregate principal amount not to exceed \$43,000,000, for the purpose of acquiring, purchasing, constructing, installing and equipping of an approximately 152-unit qualified residential rental project under Section 142 of the Internal Revenue Code, to be located at or about 745 North 78th Street in the City of Kansas City, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment, the principal user of which will be TWG Victory Hills, LP, an Indiana limited partnership ("**TWG Victory Hills**"); and (2) in regard to an exemption from *ad valorem* taxation for property constructed or purchased with the proceeds of such bonds.

The public hearing will be held at City Hall, 701 North 7th Street, Kansas City, Kansas, 66101. Additional public hearing access information is available at www.wycokck.org/Departments/Clerks-Office/Engage-in-Public-Commission-Meeting or by contacting the Clerk's office via phone at (913) 573-5206 or via email at ugclerkrequest@wycokck.org. Public comment may also be submitted in advance of the public hearing by email to ugclerkrequest@wycokck.org, fax to (913) 573-5299, or mail to Unified Government Clerk's Office, 701 North 7th Street, Suite 323, Kansas City, Kansas 66101.

The Unified Government intends to base lease the facilities and further intends to lease the facilities to TWG Victory Hills, or its successors and assigns.

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

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

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

Dated: March 28, 2024

Monica L. Sparks
Interim Unified Government Clerk
701 North 7th Street, Suite 323
Kansas City, Kansas 66101
(913) 573-8039

RESOLUTION NO. R-____-24

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS MULTIFAMILY HOUSING REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$43,000,000 ON BEHALF OF TWG VICTORY HILLS, LP, AN INDIANA LIMITED PARTNERSHIP, TO FINANCE THE COSTS OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A MULTIFAMILY RENTAL HOUSING DEVELOPMENT AND RELATED FACILITIES;

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

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

WHEREAS, TWG Victory Hills, LP, an Indiana limited partnership (the "**Limited Partnership**"), has submitted to the Unified Government an Application for the Issuance of Industrial Revenue Bonds (the "**Application**") requesting that the Unified Government finance the cost of acquiring, constructing, and equipping an approximately 152-unit multifamily rental housing development and related facilities as more fully described in the Application, to be located at or about 745 North 78th Street, in Kansas City, Kansas (the "**Project**") through the issuance of its revenue bonds in one or more series in the aggregate amount of not to exceed \$43,000,000 (collectively, the "**Bonds**"), and to lease the Project to the Limited Partnership or its successors and assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Unified Government and its inhabitants that the Unified Government finance the costs of the Project by the issuance of Bonds in an aggregate principal amount of not to exceed \$43,000,000, said Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Unified Government to the Limited Partnership or its successors and assigns.

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

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

Section 2. Intent to Issue Bonds. The Governing Body of the Unified Government hereby determines and declares the intent of the Unified Government to acquire, construct, improve and equip the Project out of the proceeds of the Bonds in an aggregate principal amount of not to exceed \$43,000,000 to be issued pursuant to the Act.

Section 3. *Ad Valorem Tax Abatement.* In consideration of the Limited Partnership's decision to acquire, construct, improve and equip the Project, the Unified Government hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% *ad valorem* property tax abatement (not including special assessments and taxes that may not be abated by the Unified Government under Kansas law, including the school district's capital outlay levy) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the Unified Government's agreement to request such 100% abatement, the Limited Partnership will agree to make payments in lieu of tax as set forth on **Exhibit A** hereto, and such amounts shall be set forth in the Performance Agreement entered into between the Unified Government and the Limited Partnership (the "**Performance Agreement**") and subject to adjustment as set forth therein. The Project shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds are issued.

Section 4. *Provision for the Bonds.* Subject to the conditions of this Resolution, the Unified Government hereby expresses its intent to (i) issue its Bonds in one or more series to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Unified Government; (ii) provide for the lease (with an option to purchase) of the Project to the Limited Partnership; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 5. *Conditions to Issuance.* The issuance of the Bonds, and the execution and delivery of any documents related to the Bonds, are subject to (i) obtaining any necessary governmental approvals, including passage and publication of an ordinance authorizing the Bonds; (ii) agreement by the Unified Government, the Limited Partnership 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 Limited Partnership's compliance with the Unified Government's policies relating to the issuance of revenue bonds and *ad valorem* tax abatement; (iv) the receipt and approval by the Unified Government of appropriate applications for the issuance of the Bonds; and (v) the Limited Partnership's payment of all the costs of issuance related to the issuance of the Bonds.

Section 6. *Sale of the Bonds.* The sale of the Bonds shall be the responsibility of the Limited Partnership; *provided*, however, arrangements for the sale of the Bonds shall be acceptable to the Unified Government.

Section 7. *Limited Obligations of the Unified Government.* The Bonds and the interest thereon shall be special, limited obligations of the Unified Government payable solely out of the amounts derived by the Unified Government under a Lease Agreement and as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in favor of the owners of the Bonds, as provided in the respective documents relating to the issuance of the Bonds. The Bonds shall not constitute a general obligation of the Unified Government, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Unified Government, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the respective documents relating to the issuance of the Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the

Unified Government, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

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

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

Section 9. Termination. This Resolution shall automatically terminate upon termination of the Performance Agreement for any reason.

Section 10. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Limited Partnership. The Unified Government may, at the request of the Limited Partnership, assign all or a portion of the Limited Partnership's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 11. Further Action. Counsel to the Unified Government, and Gilmore & Bell, P.C., Bond Counsel for the Unified Government, together with the officers and employees of the Unified Government, are hereby authorized to work with the purchaser of the Bonds, the Limited Partnership, their respective counsel and others, to prepare for submission to, and final action by, the Unified Government all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 12. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

[Remainder of page intentionally left blank.]

**ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 11TH DAY OF APRIL, 2024.**

By _____
Tyrone A. Garner, Mayor/CEO

ATTEST:

By _____
Monica L. Sparks, Interim Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

EXHIBIT A

PAYMENT IN LIEU OF TAX SCHEDULE

Payments in lieu of tax ("**PILOTs**") shall be determined on a per-apartment-unit basis as further set forth in the Performance Agreement. Below is an approximate PILOT schedule based on 152 apartment units, which may be adjusted as set forth in the Performance Agreement.

Local, Minority, and Women Business Enterprise (L/M/W) goals are set forth in the Performance Agreement. PILOT payments do not include the school district's capital outlay levy that cannot be abated under Kansas law.

Number of units	152
Year 3 (2027) PILOT	\$117,644
Year 3 PILOT per unit	\$774
Annual Increase (beginning Year 4)	2.00%
Annual Increase if LMW Failure (beginning Year 4)	4.00%

Year^(a)	Annual PILOT^(b)	PILOT per Door^(b)	Annual PILOT if L/M/WBE Failure^(b)	PILOT per Door^(b)
2025	\$47,775	n/a	\$47,775	n/a
2026	102,073	n/a	104,075	n/a
2027	117,644	\$774	122,303	\$805
2028	119,997	789	127,195	837
2029	122,397	805	132,283	870
2030	124,845	821	137,574	905
2031	127,342	838	143,077	941
2032	129,888	855	148,800	979
2033	132,486	872	154,752	1,018
2034	135,136	889	160,942	1,059

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

^(a) "Year" refers to tax year (e.g., Year "2025" tax bill will be received by the Limited Partnership in November 2025).

^(b) Does not include school district capital outlay levy.

ORDINANCE NO. O-__-24

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS (RESIDENCES AT VICTORY HILLS), IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$43,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A MULTIFAMILY RENTAL HOUSING DEVELOPMENT AND RELATED FACILITIES; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "**Issuer**"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "**Act**"), to acquire, purchase, construct, install and equip certain commercial facilities, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Multifamily Housing Revenue Bonds (Residences at Victory Hills) Series 2024A (the "**Series 2024A Bonds**") and its Taxable Multifamily Housing Revenue Bonds (Residences at Victory Hills) Series 2024B (the "**Series 2024B Bonds**," and together with the Series 2024A Bonds, the "**Bonds**"), in an aggregate principal amount not to exceed \$43,000,000, for the purpose of acquiring, constructing, improving and equipping an approximately 152-unit multifamily rental housing development and related facilities, to be located at or about 745 North 78th Street in the City of Kansas City, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "**Project**") for TWG Victory Hills, LP, an Indiana limited partnership (the "**Limited Partnership**"); and

WHEREAS, the respective series of Bonds will be issued under (a) a Bond Financing Agreement, dated as of the date set forth therein (the "**Bond Financing Agreement**"), by and among the Issuer, the Limited Partnership, and Cedar Rapids Bank and Trust Company, as Bondholder (the "**Bondholder**") and (b) a Trust Indenture, dated as of the date set forth therein (the "**Indenture**," and together with the Bond Financing Agreement, the "**Bond Agreements**"), between the Issuer and BOKF, N.A., as Bond Trustee (the "**Bond Trustee**"); and

WHEREAS, the Limited Partnership will lease the Project to the Issuer pursuant to the Base Lease Agreement, dated as of the date set forth therein (the "**Base Lease Agreement**"), between the Limited Partnership and the Issuer; and

WHEREAS, simultaneously with the execution and delivery of the Bond Agreements, the Issuer will enter into a Lease Agreement, dated as of the date set forth therein (the "**Lease Agreement**"), by and between the Issuer, as lessor, and the Limited Partnership, as lessee, pursuant to which the Project will be acquired, constructed, furnished and equipped, and pursuant to which the Issuer will lease the Project to the Limited Partnership, and the Limited Partnership will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

WHEREAS, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing and equipping of the Project, all in the manner and as more particularly described in the Bond Agreements and the Lease Agreement hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The Issuer is hereby authorized to issue and sell the Series 2024A Bonds in a principal amount not to exceed \$38,000,000 and the Series 2024B Bonds in a principal amount not to exceed \$5,000,000 for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Bond Agreements and shall bear such dates, shall mature at such times, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Bond Agreements. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Bondholder and the Bond Trustee, respectively, as security for payment of the Bonds, as provided in the Bond Agreements.

Section 3. Authorization of Documents. The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such material changes therein as shall be approved by the officers of the Issuer executing such documents (the "**Bond Documents**"), such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Bond Financing Agreement among the Issuer, the Limited Partnership and the Bondholder relating to the Series 2024A Bonds;
- (b) Indenture between the Issuer and the Bond Trustee relating to the Series 2024B Bonds;
- (c) Base Lease Agreement between the Limited Partnership and the Issuer;
- (d) Lease Agreement between the Issuer and the Limited Partnership;
- (e) Assignment of Leases from the Issuer for the benefit of the Bondholder;
- (f) Bond Purchase Agreement between the Issuer and the Limited Partnership relating to the Series 2024B Bonds;
- (g) Tax Compliance Agreement between the Issuer and the Limited Partnership relating to the Series 2024A Bonds;

- (h) Land Use Restriction Agreement among the Issuer, the Limited Partnership and the Bondholder relating to the Series 2024A Bonds; and
- (i) Performance Agreement between the Issuer and the Limited Partnership.

Section 4. Execution of Bond and Documents. The Mayor/CEO of the Issuer is hereby authorized and directed to execute the Bonds, and to deliver the Series 2024A Bonds to the Bondholder and the Series 2024B Bonds to the Bond Trustee for authentication for and on behalf of, and as the act and deed of the Issuer in the manner provided in the Bond Agreements. The Mayor/CEO (or, in the Mayor/CEO's absence, the acting Mayor/CEO) of the Issuer is hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

Section 5. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid, or deemed to have been paid, under the Bond Agreements.

Section 6. Public Hearing. Before the adoption of this Ordinance, a public hearing was held regarding the issuance of the Bonds. The issuance of the Bonds is hereby approved in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 7. Further Authority. The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer's Bond Counsel, Gilmore & Bell, P.C., are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the Issuer, with respect to the Bonds and the Bond Documents.

Section 8. Electronic Transactions. The issuance of the Bonds, and the transactions related thereto and described herein, may be conducted and documents may be stored by electronic means. All closing documents, certificates and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9. Effective Date. This Ordinance shall take effect and be in force from and after its passage by the governing body, approval by the Mayor/CEO and publication of the Ordinance or a summary thereof in the official Issuer newspaper.

[Remainder of page intentionally left blank.]

PASSED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas on April 11, 2024 and **APPROVED AND SIGNED** by the Mayor/CEO.

Tyrone A. Garner, Mayor/CEO

ATTEST:

Monica L. Sparks, Interim Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

(Published in *The Wyandotte Echo* on April 18, 2024)

SUMMARY OF ORDINANCE NO. O-__-24

On April 11, 2024, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS (RESIDENCES AT VICTORY HILLS), IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$43,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A MULTIFAMILY RENTAL HOUSING DEVELOPMENT AND RELATED FACILITIES; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$43,000,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing and equipping an approximately 152-unit multifamily rental housing development and related facilities, located at or about 745 North 78th Street in the City of Kansas City, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment for TWG Victory Hills, LP, an Indiana limited partnership, and constitute limited obligations of the Unified Government payable solely from the sources and in the manner as provided in the Bond Agreements, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Pledged Security and Pledged Revenues to the Bondholder, as provided in the Bond Financing Agreement, and to the Bond Trustee, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from *ad valorem* property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7th Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wycokck.org.

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

DATED: April 11, 2024.

Office of Chief Counsel

PERFORMANCE AGREEMENT

Dated as of May 1, 2024

between the

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

and

TWG VICTORY HILLS, LP

Prepared By:

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

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of May 1, 2024 (the "**Agreement**"), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the "**Issuer**"), and **TWG VICTORY HILLS, LP**, an Indiana limited partnership (the "**Limited Partnership**");

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "**Act**"), to (a) acquire real property and to construct, furnish and equip a multifamily rental housing development and related facilities in the City of Kansas City, Kansas, (b) enter into leases and lease-purchase agreements with any person, firm or corporation for said projects and (c) issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has passed and approved an Ordinance authorizing the Issuer to issue one or more series of its Multifamily Housing Revenue Bonds (Residences at Victory Hills) in the principal amount of not to exceed \$43,000,000 (the "**Bonds**") for the purpose of acquiring, constructing, furnishing and equipping an approximately 152-unit multifamily rental housing development and related facilities, to be located at or about 745 North 78th Street, including land, buildings, structures, improvements and fixtures (the "**Project**," which is more fully described in the Application for Issuance of Multifamily Housing Revenue Bonds submitted to the Issuer by the Limited Partnership and attached hereto as **Exhibit A**), and authorizing the Issuer to enter into a Base Lease Agreement with the Limited Partnership (the "**Base Lease**") and lease the Project to the Limited Partnership pursuant to a Lease Agreement (the "**Lease Agreement**") to be entered into by and between the Issuer, as lessor, and the Limited Partnership, as lessee, at the time the Bonds are issued;

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

WHEREAS, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Limited Partnership in consideration of the Limited Partnership's desire to acquire, construct, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement;

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

ARTICLE I
DEFINITIONS

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

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

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

"Agreement" means this Performance Agreement dated as of May 1, 2024, between the Issuer and the Limited Partnership, as from time to time amended and supplemented in accordance with the provisions hereof.

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

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

"Bond Financed Portion of the Project" means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Limited Partnership to the Bondholder or Trustee in accordance with **Section 2.7** hereof.

"Bond Financing Agreement" means the Bond Financing Agreement, dated May __, 2024, among the Issuer, the Limited Partnership and the Bondholder.

"Bondholder" means Cedar Rapids Bank and Trust Company.

"Bonds" means the Issuer's Multifamily Housing Revenue Bonds (Residences at Victory Hills) Series 2024A and its Taxable Multifamily Housing Revenue Bonds (Residences at Victory Hills) Series 2024B, issued in the maximum aggregate principal amount of \$43,000,000.

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

"Exempt Period" means calendar years 2025 through 2034, inclusive.

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

"Force Majeure" means acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the Issuer to timely approve the plans or

construction documents relating to the Project, war, terrorism, pandemic (including a material worsening of the conditions related to COVID-19 existing as of the date hereof) or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

"Future Facility Additions" means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project after completion of construction of the Project. As used herein, **"Future Facility Additions"** shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from *ad valorem* taxes.

"Investor Limited Partner" means RJ MT Residences at Victory Hills L.L.C., a Florida limited liability company, and its permitted successors and assigns, in its capacity as investor limited partner owning a 99.99% interest in the Limited Partnership.

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

"Land Use Restriction Agreement" means means that certain Land Use Restriction Agreement dated as of May 1, 2024 and effective as of the Closing Date, between the Issuer and the Limited Partnership, as supplemented and amended pursuant to the provisions thereof.

"Limited Partnership" means TWG Victory Hills, LP, an Indiana Limited Partnership and its successors and assigns.

"Project" means acquiring, constructing, furnishing and equipping an approximately 152-unit multifamily rental housing development and related facilities, all located within the municipal boundaries of the Issuer to be located at or about 745 North 78th Street in the City of Kansas City, Kansas.

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

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

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

"Tax Payment" means a payment-in-lieu of taxes in amounts set forth in **Section 2.3** and **Exhibit C** hereof.

"Trustee" means BOKF, N.A.

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Exempt Property. During the Exempt Period, and so long as any of the Bonds are outstanding and the Limited Partnership remains in full compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

Section 2.2 Agreement to Make Tax Payments. The Limited Partnership covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Limited Partnership will make a Tax Payment in lieu of *ad valorem* taxes to the County Treasurer.

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

For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of *ad valorem* taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of *ad valorem* taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

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

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

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

Section 2.7. Compliance. Within ten (10) business days following the request of the Issuer, the Limited Partnership shall provide the Issuer with (i) copies of the requisitions submitted by the Limited Partnership to the Bondholder or Trustee in accordance with the Lease Agreement for the preceding calendar

year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

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

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

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

Section 2.11. No Abatement on Appraised Value of Future Facility Additions. In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Limited Partnership hereby agrees that 100% of the amount of such abated *ad valorem* taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to **Section 2.2** hereof. This provision shall not be construed as restricting the Limited Partnership from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

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

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

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

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

ARTICLE III

COVENANTS OF THE LIMITED PARTNERSHIP

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

Section 3.2. Completion Date. Subject only to Force Majeure, the Limited Partnership agrees to commence construction on or before July 31, 2024, and substantially complete construction of the Project on or before December 31, 2026. "**Commence construction**" shall mean that the Limited Partnership has entered into a contract with a licensed contractor for the construction of the Project and the Issuer has issued a building permit therefor. "Substantially complete," for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as a multifamily facility, as evidenced by receipt by the Limited Partnership of a temporary certificate of occupancy for the Project, or any other local equivalent which permits occupancy.

Section 3.3. Development of Project. The Issuer and Limited Partnership hereby agree that the Project shall be as described below. The Limited Partnership covenants that the Project, including all buildings, parking facilities, and other improvements constituting the Project shall be developed, constructed, completed, and operated (or caused to be operated) on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and the final site plan approval from the Issuer's Planning Commission, and this Agreement shall not be construed to waive such Planning Commission's discretion in approving or disapproving the same. On and subject to the terms and provisions set forth in this Agreement, the Limited Partnership shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Project, and shall operate (or cause to be operated) and use the Project in the manner described herein. The parties further agree as follows:

- (a) The Project shall be designed, developed, and constructed as a multifamily rental housing development and related facilities that shall include approximately 152 units, consisting of one-bedroom, two-bedroom, and three-bedroom units

ranging in size from approximately 675 square feet to approximately 1,265 square feet located within approximately five multi-story apartment buildings utilizing masonry exposed brick, fiber cement paneling, and other finish materials to compliment the architecture of the surrounding structures, and approximately 303 surface parking spaces, all as generally depicted in **Exhibit E** attached hereto, though the parties acknowledge the depiction in **Exhibit E** is subject to modification pursuant to the Issuer's planning process. Project amenities shall also include: (i) landscaping, a walking trail, gazebo, and "tot-lots" (outdoor play area for children); (ii) community garden space; (iii) storage space and in-unit washer/dryer; and (iv) a clubhouse that includes an exercise room, computer station, pet washing station, coworking space, and club room.

- (b) The Limited Partnership stipulates and agrees that its signage shall be subject to all applicable laws and requirements of the Issuer and any special use permits granted by the Issuer's governing body.
- (c) The Project shall include parking improvements containing at least the number of spaces required by the Issuer's applicable laws and requirements.
- (d) The Limited Partnership's plans for landscaping on the Project Site shall be considered in accordance with all applicable laws and requirements of the Issuer and the Issuer's approval thereof will not be unreasonably withheld.

Section 3.4. Maintenance and Use. The Limited Partnership shall cause the Project and the Project Site to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similar facilities in the greater metropolitan Kansas City area and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient and advantageous conduct of its business and operations on the Project Site. The Limited Partnership specifically understands and agrees that the Issuer shall not undertake or have any obligation under this Agreement for snow or ice removal on sidewalks located at or adjacent to the Project.

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

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

Section 3.7. Construction. The Project will be constructed, equipped and operated in a manner that is consistent with the description of the Project herein. In the event the Project is constructed or operated in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with

the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.8. Employment Certification. Beginning on May 1, 2024, and on each May 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Limited Partnership shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project (based upon the Limited Partnership's actual knowledge of the full-time employees employed by the subtenants occupying the Project).

Section 3.9. Payment of Fees and Reimbursement or Payment of Costs.

(a) The Limited Partnership agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of multifamily housing revenue bonds. These fees include, but are not limited to, an initial application fee, a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Limited Partnership acknowledges receipt of a fee schedule from the Issuer.

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

Section 3.10. Abatement of Property. The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

The Limited Partnership understands that property will be exempt under the Abatement Statute only if such property is purchased with the proceeds of the Bonds. In order to be purchased with Bond proceeds, the Bondholder or Trustee, as applicable, must receive a requisition request from the Limited Partnership and must make a draw on the Bonds and use the money to either (a) pay or (b) reimburse the Limited Partnership for the payment of, the cost of the property.

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

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

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

The Limited Partnership represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*

Section 3.11. Solid Waste Services. Until termination of this Agreement, the Limited Partnership agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project.

Section 3.12. LBE/MBE/WBE Employment Opportunity Goals. The Limited Partnership agrees to comply with the goals set forth on **Exhibit D** in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. The Limited Partnership hereby understands and agrees that if it shall fail to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** for the Construction (as those terms are defined therein) of the Project, then the Tax Payments shall be increased as set forth in **Exhibit C**. The parties agree that failure to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** shall not cause an Event of Default hereunder, and the Issuer's sole remedy will be increasing the amount of Tax Payments as set forth in **Exhibit C**.

ARTICLE IV

SALE AND ASSIGNMENT

The benefits granted by the Issuer to the Limited Partnership pursuant to this Agreement shall belong solely to the Limited Partnership and such benefits shall not be transferred (other than to an affiliate of the Limited Partnership or pursuant to a Collateral Document as defined in the Bond Financing Agreement), assigned, pledged or in any other manner hypothecated without the express written consent of the Issuer; provided, nothing herein shall preclude the Limited Partnership from pledging its interest in the Project so long as the Limited Partnership continues to occupy the Project and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the parties hereby agree that the Limited Partnership may grant a mortgage, leasehold mortgage, or other security on the Project Site to a lender for the purposes of financing or refinancing the Project, including, but not limited to, a collateral assignment of all or any portion of its rights or obligations under this Agreement, a pledge of the Bonds, or any other documents entered into in connection with the Bonds and that the Limited Partnership's partners may transfer interests in the Limited Partnership among themselves.

ARTICLE V

DEFAULT AND REMEDIES

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

- (a) the Limited Partnership shall fail to perform any of its obligations hereunder;
- (b) the Limited Partnership shall breach any covenant contained herein or any representation of the Limited Partnership contained herein shall prove to be materially false or erroneous; or
- (c) the Limited Partnership shall be in default under the Lease Agreement or the Land Use Restriction Agreement.

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

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Limited Partnership. The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are

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

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

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

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

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

Section 6.6. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the Bondholder, the Trustee, the Investor Limited Partner, the Limited Partnership or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Bond Financing Agreement and the Indenture.

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

Section 6.8. Authority, Etc. Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the

valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

Section 6.9. Electronic Storage and Transactions. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature pages follow.]

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

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

[SEAL]

By _____
Name: Tyrone A. Garner
Title: Mayor/CEO

ATTEST:

By _____
Name: Monica L. Sparks
Title: Interim Unified Government Clerk

APPROVED AS TO FORM:

By _____
Office of Chief Counsel

TWG VICTORY HILLS, LP, an Indiana limited partnership

By: **TWG VICTORY HILLS GP, LLC**, an Indiana limited liability company, its General Partner

By: **TWG GP V, LLC**, an Indiana limited liability company, its Sole Member

By _____

Name: Louis A. Knoble

Title: Manager

EXHIBIT A

**APPLICATION FOR THE ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS**

EXHIBIT B
PROJECT SITE

EXHIBIT C

TAX PAYMENT SCHEDULE

Tax Payments (or "**PILOTS**") shall be determined on a per-apartment-unit basis; provided, if no units exist (*e.g.*, during construction of the Project), the amounts below shall control. Below is an approximate PILOT schedule based on 152 apartment units, and the parties acknowledge that the Tax Payments may be adjusted in accordance with the table below depending on the ultimate number of units constructed.

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

Number of units	152
Year 3 (2027) PILOT	\$117,644
Year 3 PILOT per unit	\$774
Annual Increase (beginning Year 4)	2.00%
Annual Increase if LMW Failure (beginning Year 4)	4.00%

Year^(a)	Annual PILOT^(b)	PILOT per Door^(b)	Annual PILOT if L/M/WBE Failure^(b)	PILOT per Door^(b)
2025	\$47,775	n/a	\$47,775	n/a
2026	102,073	n/a	104,075	n/a
2027	117,644	774	122,303	805
2028	119,997	789	127,195	837
2029	122,397	805	132,283	870
2030	124,845	821	137,574	905
2031	127,342	838	143,077	941
2032	129,888	855	148,800	979
2033	132,486	872	154,752	1,018
2034	135,136	889	160,942	1,059

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

^(a) "Year" refers to tax year (*e.g.*, Year "2025" tax bill will be received by the Limited Partnership in November 2025).

^(b) Does not include school district capital outlay levy.

EXHIBIT D

LBE/MBE/WBE PARTICIPATION AGREEMENT

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the "**Agreement**") by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") and TWG Victory Hills, LP or assigns (the "**Developer**") sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of an approximately 152-unit multifamily project in Kansas City, Kansas (the "**Project**") as defined below.

I. SCOPE.

These procedures are applicable to the Construction (as defined below) of the Project, as further described in that certain Performance Agreement between the UG and the Developer, dated May 1, 2024 (the "**Performance Agreement**"), whether performed by or on behalf of the Developer, including, but not limited to, all aspects of Construction of the Project and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of the Developer, but not including Specialized Services.

II. DEFINITIONS.

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

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

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

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

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

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

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

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

I. "Substantial Local Office" means an office operated and financially supported by a firm that has sufficient space, staff and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County. The term "Substantial Local Office" shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

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

III. GOALS FOR LBE/MBE/WBE PARTICIPATION.

The Developer and its Contractor will use Best Efforts to meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Construction of the Project. In no event shall the Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not quotas or set asides.

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

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

IV. ELIGIBILITY FOR CREDIT.

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

B. In the event that a contract has been awarded on the Project to an approved LBE, MBE or WBE business, and such LBE, MBE or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

V. CONSTRUCTION UTILIZATION.

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

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

C. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE which also certified as an MBE or WBE shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

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

VI. CONTRACT AWARD COMPLIANCE PROCEDURES.

A. *Solicitation Documents.* The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE,

MBE and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations – Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

C. Best Efforts. For each LBE/MBE/WBE participation percentage goal that is not achieved, the Developer shall be deemed to have used "**Best Efforts**" to meet such goal(s) if the Developer shall have taken substantially all of the following actions:

- i. The Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;
- ii. The Developer is advertising or has advertised contract opportunities in local, minority and women media;
- iii. The Developer is providing or has provided reasonable written notice of opportunities and/or informational meetings to approved LBEs, MBEs and WBEs;
- iv. The Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs and WBEs;
- v. The Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE and WBE participation, where feasible;
- vi. The Developer is providing or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines and bidding procedures of the contracts;
- vii. The Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history;
- viii. The Developer is seeking or has sought to educate and assist LBEs, MBEs and WBEs in obtaining bonding, lines of credit or insurance required to perform the contract; and
- ix. The Developer is working or has worked with local, minority and women contracting, professional, civic, and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

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

VII. UG'S ASSISTANCE TO PROJECT.

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

- A.** providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;
- B.** developing and maintaining a registry of approved LBE, MBE and WBE businesses;
- C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;
- D.** updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;
- E.** frequently reviewing the Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;
- F.** providing advice relative to utilization and compliance matters;
- G.** conducting compliance reviews and audits of LBE, MBE, and WBE and participation;
- H.** assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;
- I.** reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with the Developer and its agents; and
- J.** assisting in the Developer's development of forms to document compliance with these procedures.

VIII. DEVELOPER COMPLIANCE; RECORDS AND REPORTS.

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

B. Construction Utilization Plan Reports. The Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on **Exhibit 2**. Such information may include for each LBE, MBE or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE and/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

C. Remedies. If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement for the Construction of the Project have not been met, and that the Best Efforts described herein have not been met, then the UG shall have, as its sole and exclusive remedies: (i) such remedy as set forth in Section 3.12 of the Performance Agreement; and (ii) the UG shall also have the right to renegotiate LBE, MBE and WBE goals for future construction projects undertaken by the Company in the UG.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By _____
David Johnston
County Administrator
Date: _____

TWG VICTORY HILLS, LP, an Indiana limited partnership

By: **TWG VICTORY HILLS GP, LLC**, an Indiana limited liability company, its General Partner

By: **TWG GP V, LLC**, an Indiana limited liability company, its Sole Member

By _____

Name: Louis A. Knoble

Title: Manager

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2
CONSTRUCTION UTILIZATION PLAN

EXHIBIT E
CONCEPTUAL RENDERING

A Tax Abatement Cost-Benefit Analysis of TWG Victory Hills, LP (With L/M/W) for the Unified Government of Kansas City/Wyandotte County

Completed by
Municipal Consulting, LLC

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ABOUT THIS REPORT:

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

DEFINITIONS USED:

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

DISCLAIMER:

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

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Kansas City	1.21	2%
Wyandotte County	1.11	1%
Kansas City USD 500	2.06	11%
KC Community College	1.12	1%
State of Kansas	2.94	19%

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

We used conservative assumptions that the apartments would be 50% leased in Year 2, 75% in Year 3 and 95% in Year 4, and that only 65% of the new residents would come from outside the city.

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

Steve Robb

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

COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		TWG Victory Hills, LP			
DATE:			11/13/2023		(With L/M/W)
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			City of Kansas City		
COUNTY:			Wyandotte County		
SCHOOL DISTRICT:			Kansas City USD 500		
SPECIAL TAXING DISTRICT #1			KC Community College		
STATE:			State of Kansas		
INFLATION RATE:		2.00%	DISCOUNT RATE:		7.50%

This project involves the construction of a 152-unit multi-family apartment complex located at 745 N. 78th Street, Kansas City, Kansas. The project is expected to create four permanent jobs and bring approximately 92 new families to the community. The developer is requesting 100% property tax abatement for 10 years, with a graduated PILOT payment.

TWG Victory Hills, LP

Community Data Inputs:					
	City of Kansas City	Wyandotte County	Kansas City USD 500	KC Community College	State
Mill Levy	38.476593	37.328383	60.829259	27.375176	1.500
Sales Tax	1.625%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	0.00%
Utility Revenue/HsHld	\$0.93	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$512.25	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$70.47	\$71.38	n/a	\$247.57	\$2,462.21
Marg. Cost/Res./Student	\$102.67	\$36.11	\$1,883.04	\$22.86	\$942.66
Other Revenues/Worker	\$66.27	\$67.13	n/a	\$232.83	\$2,086.08
Marginal Cost/New Worker	\$96.56	\$33.96	n/a	\$21.49	\$798.66
State Funding/Pupil	n/a	n/a	\$12,477.80	n/a	\$10,800
Federal Funding/Pupil	n/a	n/a	\$6,352.62	n/a	\$6,197
Visitor Daily Spending	\$50.00	\$50.00		Total Mill Levy	\$75.00
Average Hotel Room Rate	\$125	\$125		165.509411	n/a
Retail Pull Factor	0.94	0.96			n/a
Percent of County Share	90.50%	100.00%			n/a
Ann. Local Per Capita Sales/Use Tax	\$211	\$184			n/a
Ann. State Per Capita Sales/Use Tax	\$983	\$1,075			\$1,779
Annual Per Capita Retail Sales	\$15,117	\$16,535			\$27,367
Average Household Size	2.68	2.67			2.49
Avg. Wage-All Occupations	\$59,721	\$59,721			\$52,850

TWG Victory Hills, LP

Firm Data Inputs:				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Land				\$1,640,000										
Investment in Building				\$29,285,000										
Investment in Furniture, Fixtures & Equip.				\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Contingencies, soft costs				\$12,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000,000
Total Project Investment				\$43,000,000										
City Sales Tax Exemption on Materials & FFE:				\$96,322	County Sales Tax Exemption:		\$59,290	State Sales Tax Exemption:		\$766,090				\$921,702
		Growth Rate	Construction Period	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Taxable Sales		0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxable Purchases		0.00%		\$248,636	\$256,095	\$263,778	\$271,691	\$279,691	\$288,237	\$296,884	\$305,791	\$314,965	\$324,414	\$2,850,182
Net City Util. Revenue		2.00%	\$0	\$0	\$119	\$145	\$167	\$170	\$174	\$177	\$181	\$184	\$188	\$1,505
Franchise Fees		2.00%	\$0	\$0	\$28,041	\$41,505	\$52,865	\$53,922	\$55,001	\$56,101	\$57,223	\$58,367	\$59,535	\$462,559
PILOT- City			\$0	\$27,622	\$28,174	\$28,738	\$29,312	\$29,899	\$30,497	\$31,107	\$31,728	\$32,363	\$33,010	\$302,449
PILOT - County			\$0	\$26,797	\$27,333	\$27,880	\$28,438	\$29,006	\$29,587	\$30,178	\$30,782	\$31,397	\$32,025	\$293,424
PILOT - State			\$0	\$1,077	\$1,098	\$1,120	\$1,143	\$1,166	\$1,189	\$1,213	\$1,237	\$1,262	\$1,287	\$11,791
PILOT - School			\$0	\$37,928	\$38,686	\$39,460	\$40,249	\$41,054	\$41,875	\$42,713	\$43,567	\$44,438	\$45,327	\$415,298
PILOT - Comm. Coll.			\$0	\$19,652	\$20,045	\$20,446	\$20,855	\$21,272	\$21,698	\$22,132	\$22,574	\$23,026	\$23,486	\$215,186
Total PILOT				\$113,076	\$115,337	\$117,644	\$119,997	\$122,397	\$124,845	\$127,342	\$129,888	\$132,486	\$135,136	\$1,238,148
New Resident Households²			0	0	75	37	30	0	0	0	0	0	0	142
Households new to the city			65%	0.0	48.4	24.2	19.4	0.0	0.0	0.0	0.0	0.0	0.0	92.0
Households new to the county			33%	0.0	24.2	12.1	9.7	0.0	0.0	0.0	0.0	0.0	0.0	46.0
Households new to the state			5.0%	0.0	3.7	1.9	1.5	0.0	0.0	0.0	0.0	0.0	0.0	7.1
New students in K-12			50%	0.0	24.2	12.1	9.7	0.0	0.0	0.0	0.0	0.0	0.0	46.5
New Employees				0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0
Average New Household Income				\$59,721	\$60,915	\$62,134	\$63,376	\$64,644	\$65,937	\$67,256	\$68,601	\$69,973	\$71,372	
New employee average salary			3.00%	\$54,221	\$60,925	\$62,752	\$64,635	\$66,574	\$68,571	\$70,628	\$72,747	\$77,177	\$79,493	N/A
Tax Abatement-Land				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg.				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors		0.0%	0	0	298	298	298	298	298	298	298	298	298	2,682
				City	County	State								
Percentage of sales taxable in the				0%	0%	0%								
Percentage of purchases taxable in the				15%	15%	15%								
Assumed Inflation Rate				2.00%										

¹ Fixtures, furniture and equipment costs are exempt from sales taxes, but are included here to reflect the firm's total investments.

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

COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:		TWG Victory Hills, LP			Ratio of			
DATE:		11/13/2023	(With L/M/W)			NPV of Net		
				Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
Entity	Total Benefits	Total Costs & Incentives	Net Benefits					
City of Kansas City	\$7,138,919	\$5,882,928	\$1,255,991	\$816,949	\$3,855,091	0.21	1.21	2%
Wyandotte County	\$6,063,311	\$5,477,862	\$585,450	\$387,354	\$3,705,891	0.10	1.11	1%
Kansas City USD 500	\$17,345,899	\$8,409,118	\$8,936,781	\$5,767,856	\$5,161,230	1.12	2.06	11%
KC Community College	\$4,462,285	\$3,970,237	\$492,048	\$322,956	\$2,674,274	0.12	1.12	1%
State of Kansas	\$4,531,961	\$1,539,044	\$2,992,917	\$1,839,459	\$912,625	2.02	2.94	19%

SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

City of Kansas City

(With L/M/W)

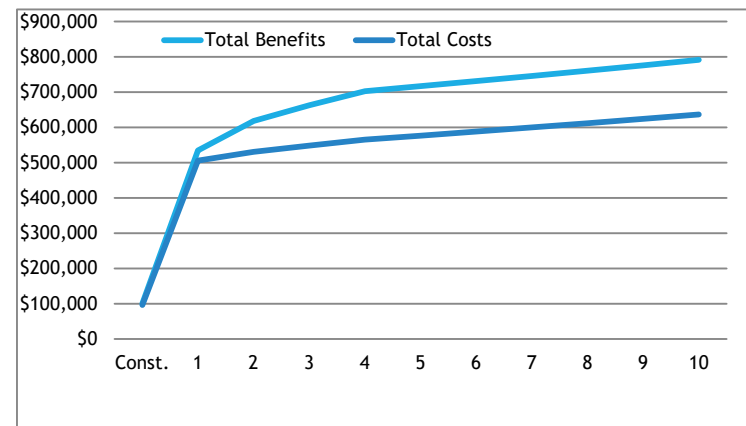
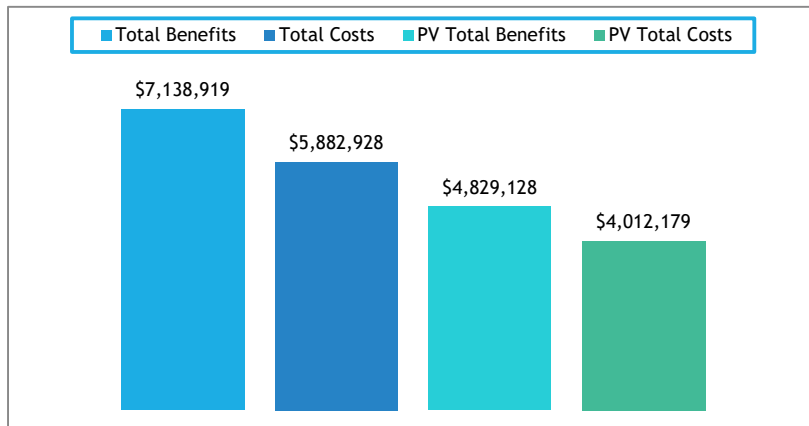
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.21

Ratio of Present Value of Total Benefits to Present Value of Total Costs 1.20

(Typical desired ratio would be 1.3 to 1) Average ROI 2.13%

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$100,649	\$0	\$0	\$0	\$0	\$100,649	\$100,649	\$0	\$96,322	\$96,322	\$96,322	\$4,327	\$4,327	\$4,327	\$96,322
1	\$606	\$506,013	\$0	\$27,622	\$0	\$534,241	\$496,968	\$0	\$506,013	\$506,013	\$470,710	\$28,228	\$32,555	\$26,258	\$470,710
2	\$35,618	\$516,133	\$28,160	\$28,174	\$10,014	\$618,100	\$534,862	\$14,591	\$516,133	\$530,724	\$459,253	\$87,376	\$119,930	\$75,609	\$446,627
3	\$50,890	\$526,456	\$41,650	\$28,738	\$15,067	\$662,801	\$533,529	\$21,953	\$526,456	\$548,409	\$441,448	\$114,392	\$234,322	\$92,081	\$423,776
4	\$63,795	\$536,985	\$53,032	\$29,312	\$19,328	\$702,453	\$525,997	\$28,161	\$536,985	\$565,147	\$423,182	\$137,306	\$371,628	\$102,815	\$402,095
5	\$65,102	\$547,725	\$54,093	\$29,899	\$19,715	\$716,533	\$499,107	\$28,725	\$547,725	\$576,449	\$401,531	\$140,083	\$511,712	\$97,576	\$381,522
6	\$66,437	\$558,679	\$55,174	\$30,497	\$20,109	\$730,896	\$473,593	\$29,299	\$558,679	\$587,978	\$380,987	\$142,918	\$654,630	\$92,605	\$362,003
7	\$67,799	\$569,853	\$56,278	\$31,107	\$20,511	\$745,548	\$449,383	\$29,885	\$569,853	\$599,738	\$361,495	\$145,810	\$800,440	\$87,888	\$343,482
8	\$69,190	\$581,250	\$57,403	\$31,728	\$20,921	\$760,493	\$426,410	\$30,483	\$581,250	\$611,733	\$343,000	\$148,760	\$949,200	\$83,410	\$325,908
9	\$70,696	\$592,875	\$58,551	\$32,363	\$21,340	\$775,825	\$404,658	\$31,092	\$592,875	\$623,967	\$325,451	\$151,858	\$1,101,058	\$79,207	\$309,234
10	\$72,148	\$604,732	\$59,723	\$33,010	\$21,767	\$791,380	\$383,973	\$31,714	\$604,732	\$636,447	\$308,800	\$154,933	\$1,255,991	\$75,172	\$293,413
Total	\$662,931	\$5,540,702	\$464,064	\$302,449	\$168,772	\$7,138,919	\$4,829,128	\$245,904	\$5,637,024	\$5,882,928	\$4,012,179	\$1,255,991	\$1,255,991	\$816,949	\$3,855,091



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

Wyandotte County

(With L/M/W)

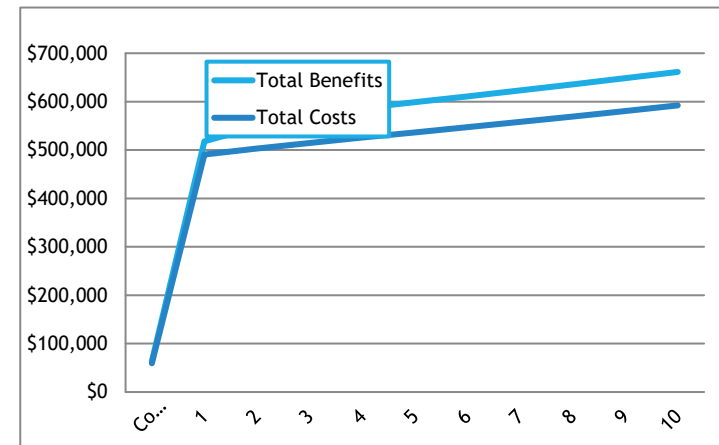
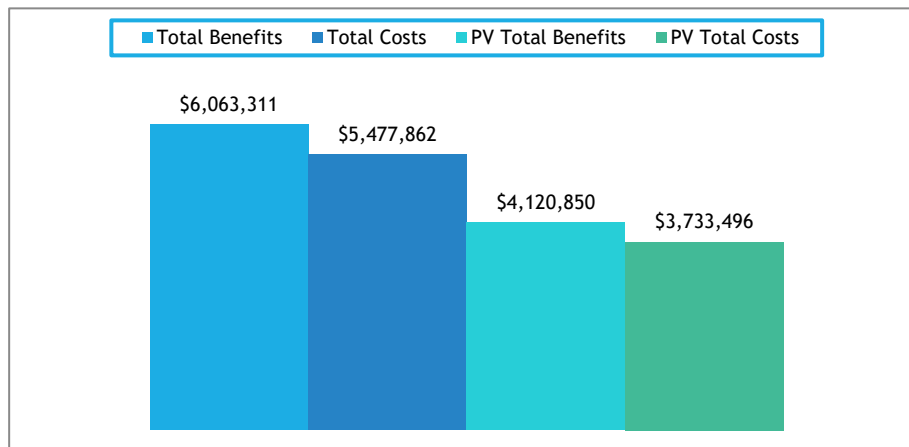
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.11

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.10

Average ROI 1.07%

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$63,256	\$0	\$0	\$0	\$63,256	\$63,256	\$0	\$59,290	\$59,290	\$59,290	\$3,966	\$3,966	\$3,966	\$59,290
1	\$373	\$490,913	\$26,797	\$0	\$518,083	\$481,938	\$0	\$490,913	\$490,913	\$456,663	\$27,170	\$31,136	\$25,275	\$456,663
2	\$15,555	\$500,731	\$27,333	\$4,819	\$548,438	\$474,582	\$2,563	\$500,731	\$503,294	\$435,517	\$45,144	\$76,280	\$39,065	\$433,299
3	\$22,231	\$510,746	\$27,880	\$7,621	\$568,478	\$457,602	\$3,858	\$510,746	\$514,603	\$414,235	\$53,875	\$130,155	\$43,367	\$411,130
4	\$27,875	\$520,961	\$28,438	\$9,779	\$587,052	\$439,585	\$4,949	\$520,961	\$525,910	\$393,801	\$61,143	\$191,298	\$45,784	\$390,096
5	\$28,458	\$531,380	\$29,006	\$9,975	\$598,819	\$417,112	\$5,048	\$531,380	\$536,428	\$373,653	\$62,391	\$253,689	\$43,459	\$370,137
6	\$29,054	\$542,007	\$29,587	\$10,174	\$610,822	\$395,789	\$5,149	\$542,007	\$547,156	\$354,536	\$63,666	\$317,354	\$41,253	\$351,200
7	\$29,663	\$552,847	\$30,178	\$10,378	\$623,066	\$375,556	\$5,252	\$552,847	\$558,100	\$336,397	\$64,967	\$382,321	\$39,159	\$333,232
8	\$30,284	\$563,904	\$30,782	\$10,585	\$635,555	\$356,357	\$5,357	\$563,904	\$569,262	\$319,186	\$66,294	\$448,615	\$37,171	\$316,182
9	\$30,995	\$575,183	\$31,397	\$10,797	\$648,372	\$338,180	\$5,464	\$575,183	\$580,647	\$302,856	\$67,725	\$516,340	\$35,324	\$300,006
10	\$31,645	\$586,686	\$32,025	\$11,013	\$661,370	\$320,893	\$5,574	\$586,686	\$592,260	\$287,361	\$69,110	\$585,450	\$33,532	\$284,657
Total	\$309,389	\$5,375,357	\$293,424	\$85,141	\$6,063,311	\$4,120,850	\$43,214	\$5,434,647	\$5,477,862	\$3,733,496	\$585,450	\$585,450	\$387,354	\$3,705,891



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

Kansas City USD 500

(With L/M/W)

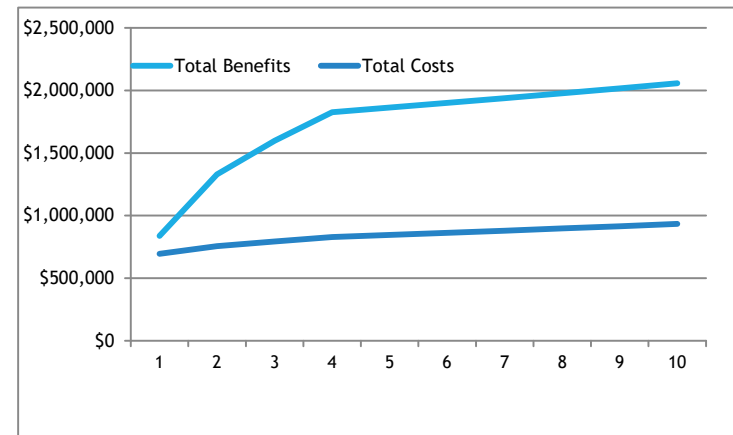
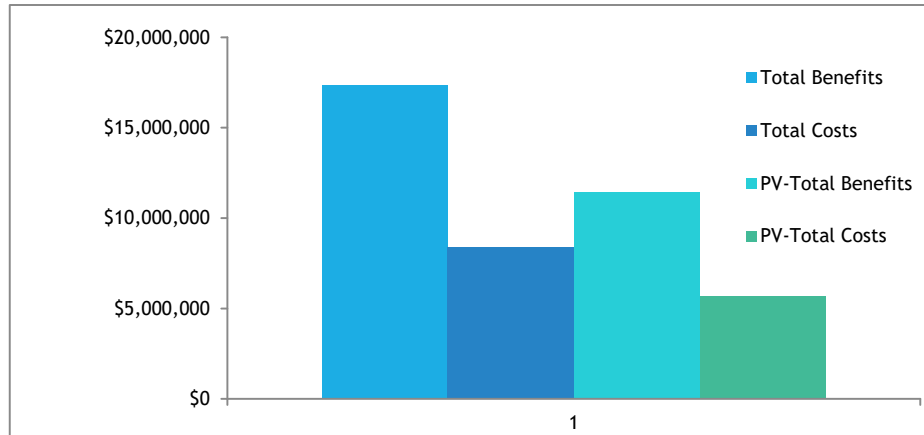
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.06

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.02

(Typical desired ratio would be 1.3 to 1) **Average ROI** 10.63%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$694,815	\$37,928	\$105,162	\$0	\$837,905	\$779,447	\$0	\$694,815	\$694,815	\$646,340	\$143,090	\$143,090	\$133,107	\$646,340
2	\$708,712	\$38,686	\$107,265	\$474,351	\$1,329,014	\$1,150,039	\$46,505	\$708,712	\$755,217	\$653,513	\$573,798	\$716,887	\$496,526	\$613,271
3	\$722,886	\$39,460	\$109,411	\$725,757	\$1,597,513	\$1,285,935	\$71,153	\$722,886	\$794,038	\$639,170	\$803,475	\$1,520,362	\$646,766	\$581,895
4	\$737,343	\$40,249	\$111,599	\$937,678	\$1,826,870	\$1,367,961	\$91,929	\$737,343	\$829,273	\$620,960	\$997,597	\$2,517,959	\$747,001	\$552,123
5	\$752,090	\$41,054	\$113,831	\$956,432	\$1,863,407	\$1,297,972	\$93,768	\$752,090	\$845,858	\$589,190	\$1,017,549	\$3,535,508	\$708,782	\$523,875
6	\$767,132	\$41,875	\$116,107	\$975,560	\$1,900,675	\$1,231,564	\$95,643	\$767,132	\$862,775	\$559,045	\$1,037,900	\$4,573,408	\$672,519	\$497,072
7	\$782,475	\$42,713	\$118,430	\$995,072	\$1,938,689	\$1,168,554	\$97,556	\$782,475	\$880,031	\$530,443	\$1,058,658	\$5,632,066	\$638,111	\$471,641
8	\$798,124	\$43,567	\$120,798	\$1,014,973	\$1,977,462	\$1,108,768	\$99,507	\$798,124	\$897,631	\$503,304	\$1,079,831	\$6,711,897	\$605,464	\$447,510
9	\$814,087	\$44,438	\$123,214	\$1,035,272	\$2,017,012	\$1,052,040	\$101,497	\$814,087	\$915,584	\$477,554	\$1,101,428	\$7,813,324	\$574,486	\$424,614
10	\$830,369	\$45,327	\$125,678	\$1,055,978	\$2,057,352	\$998,215	\$103,527	\$830,369	\$933,896	\$453,121	\$1,123,456	\$8,936,781	\$545,094	\$402,890
Total	\$7,608,033	\$415,298	\$1,151,495	\$8,171,073	\$17,345,899	\$11,440,495	\$801,086	\$7,608,033	\$8,409,118	\$5,672,639	\$8,936,781	\$8,936,781	\$5,767,856	\$5,161,230



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

KC Community College

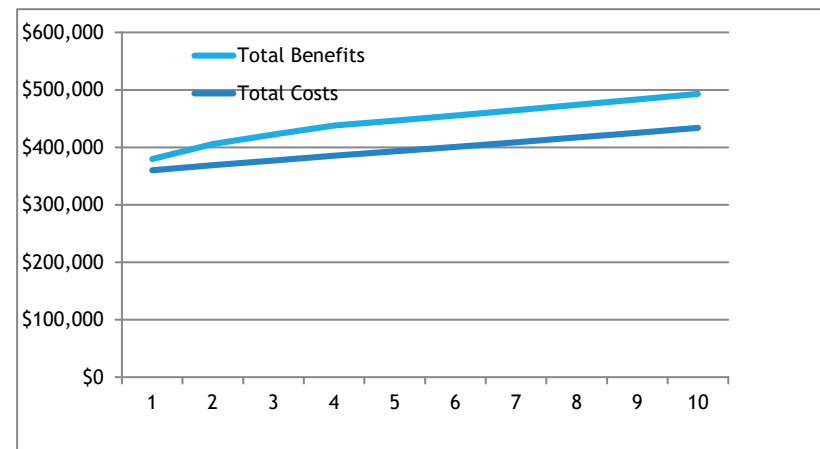
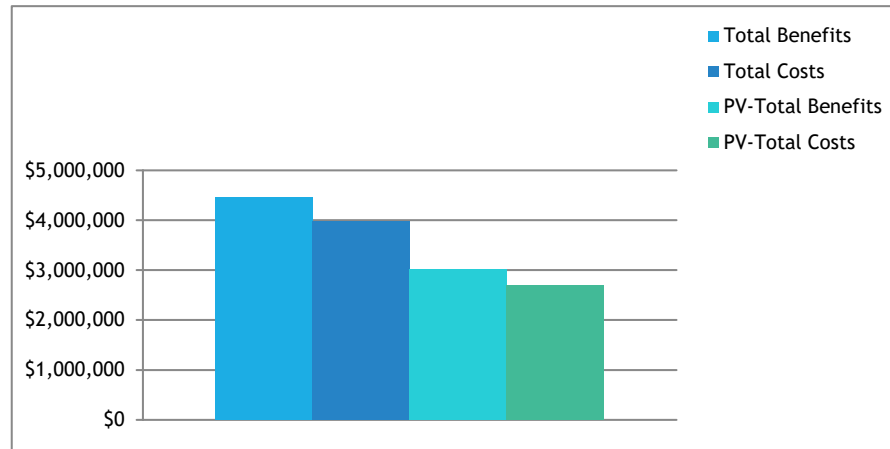
(With L/M/W)

DISCOUNT RATE:

7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.12
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.12
(Typical desired ratio would be 1.3 to 1) **Average ROI** 1.24%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$360,016	\$19,652	\$0	\$379,668	\$353,180	\$0	\$360,016	\$360,016	\$334,899	\$19,652	\$19,652	\$18,281	\$334,899
2	\$367,217	\$20,045	\$18,468	\$405,730	\$351,091	\$1,705	\$367,217	\$368,922	\$319,240	\$36,809	\$56,461	\$31,852	\$317,764
3	\$374,561	\$20,446	\$27,362	\$422,369	\$339,990	\$2,526	\$374,561	\$377,087	\$303,540	\$45,282	\$101,743	\$36,450	\$301,507
4	\$382,052	\$20,855	\$34,864	\$437,772	\$327,804	\$3,219	\$382,052	\$385,271	\$288,491	\$52,501	\$154,243	\$39,313	\$286,081
5	\$389,693	\$21,272	\$35,562	\$446,527	\$311,032	\$3,283	\$389,693	\$392,976	\$273,731	\$53,551	\$207,794	\$37,301	\$271,444
6	\$397,487	\$21,698	\$36,273	\$455,458	\$295,119	\$3,349	\$397,487	\$400,836	\$259,726	\$54,622	\$262,416	\$35,393	\$257,556
7	\$405,437	\$22,132	\$36,998	\$464,567	\$280,020	\$3,416	\$405,437	\$408,852	\$246,438	\$55,714	\$318,130	\$33,582	\$244,379
8	\$413,545	\$22,574	\$37,738	\$473,858	\$265,693	\$3,484	\$413,545	\$417,029	\$233,829	\$56,828	\$374,959	\$31,864	\$231,876
9	\$421,816	\$23,026	\$38,493	\$483,335	\$252,100	\$3,554	\$421,816	\$425,370	\$221,866	\$57,965	\$432,924	\$30,234	\$220,012
10	\$430,253	\$23,486	\$39,263	\$493,002	\$239,202	\$3,625	\$430,253	\$433,877	\$210,515	\$59,124	\$492,048	\$28,687	\$208,756
Total	\$3,942,077	\$215,186	\$305,023	\$4,462,285	\$3,015,231	\$28,160	\$3,942,077	\$3,970,237	\$2,692,275	\$492,048	\$492,048	\$322,956	\$2,674,274



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: #####

State of Kansas

(With L/M/W)

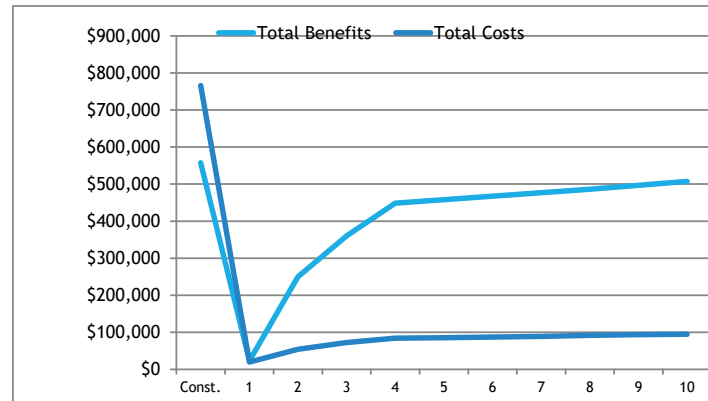
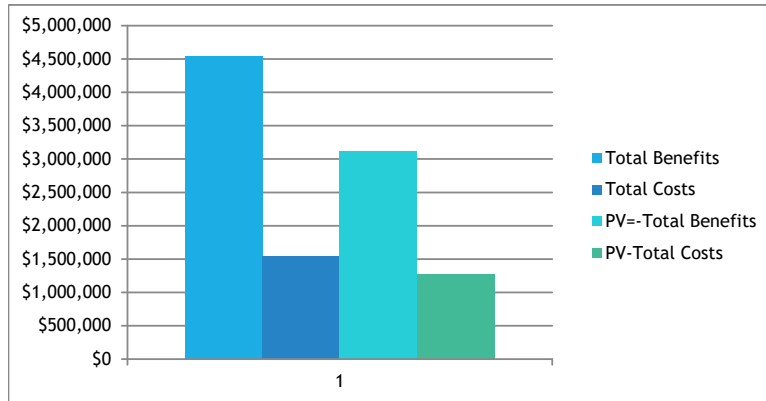
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.94

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.45

(Typical desired ratio would be 1.3 to 1) Average ROI 19.45%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$411,161	\$0	\$146,425	\$0	\$0	\$557,586	\$557,586	\$0	\$0	\$0	\$766,090	\$766,090	\$766,090	-\$208,504	-\$208,504	-\$208,504	\$766,090
1	\$2,424	\$19,727	\$0	\$1,077	\$0	\$23,228	\$21,607	\$0	\$0	\$19,727	\$0	\$19,727	\$18,351	\$3,501	-\$205,003	\$3,257	\$18,351
2	\$150,581	\$20,121	\$67,064	\$1,098	\$11,204	\$250,068	\$216,392	\$9,791	\$24,179	\$20,121	\$0	\$54,091	\$46,807	\$195,977	-\$9,025	\$169,586	\$17,412
3	\$221,392	\$20,524	\$100,049	\$1,120	\$17,142	\$360,227	\$289,969	\$14,980	\$36,994	\$20,524	\$0	\$72,497	\$58,357	\$287,730	\$278,705	\$231,611	\$16,521
4	\$281,174	\$20,934	\$127,883	\$1,143	\$17,484	\$448,618	\$335,925	\$15,279	\$47,796	\$20,934	\$0	\$84,009	\$62,906	\$364,608	\$643,313	\$273,019	\$15,676
5	\$286,939	\$21,353	\$130,494	\$1,166	\$17,834	\$457,786	\$318,875	\$15,585	\$48,752	\$21,353	\$0	\$85,689	\$59,688	\$372,096	\$1,015,410	\$259,187	\$14,874
6	\$292,826	\$21,780	\$133,160	\$1,189	\$18,191	\$467,146	\$302,693	\$15,897	\$49,727	\$21,780	\$0	\$87,403	\$56,634	\$379,743	\$1,395,152	\$246,059	\$14,113
7	\$298,834	\$22,216	\$135,881	\$1,213	\$18,555	\$476,698	\$287,332	\$16,215	\$50,721	\$22,216	\$0	\$89,151	\$53,736	\$387,547	\$1,782,699	\$233,596	\$13,391
8	\$304,967	\$22,660	\$138,658	\$1,237	\$18,926	\$486,447	\$272,752	\$16,539	\$52,770	\$22,660	\$0	\$91,969	\$51,567	\$394,478	\$2,177,177	\$221,185	\$12,705
9	\$311,631	\$23,113	\$141,681	\$1,262	\$19,304	\$496,991	\$259,222	\$16,870	\$53,826	\$23,113	\$0	\$93,808	\$48,929	\$403,183	\$2,580,360	\$210,293	\$12,055
10	\$318,033	\$23,575	\$144,580	\$1,287	\$19,690	\$507,165	\$246,074	\$17,207	\$53,826	\$23,575	\$0	\$94,608	\$45,903	\$412,557	\$2,992,917	\$200,170	\$11,439
Total	\$2,879,962	\$216,003	\$1,265,875	\$11,791	\$158,329	\$4,531,961	\$3,108,427	\$138,362	\$418,589	\$216,003	\$766,090	\$1,539,044	\$1,268,968	\$2,992,917	\$2,992,917	\$1,839,459	\$912,625



TWG Victory Hills, LP

0

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	0	4
Construction jobs created	126	
Number of New Residents in the Community	0	247
Number of Additional Students in the Local School District	0	47
Increase in Local Personal Incomes	\$0	\$53,307,156
Increase in Local Retail Sales	\$12,158,573	\$52,525,485
Increase in the Community's Property Tax Base	\$29,285,000	\$29,285,000
Estimated new annual tax revenues after 10 years:		Property Taxes
	City	\$616,827
	County	\$598,420
	School	\$975,168
	Comm. Coll.	\$438,858
	State	\$24,047
	Totals	\$2,653,319

TWG Victory Hills, LP

0

OVERALL COST-BENEFIT SUMMARY

(With L/M/W)

TAXING ENTITY	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS	INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
	Guest & Sales Taxes	PILOT Payment	New Property Taxes	School Federal & State Funding	Corporate & Personal Income Taxes	City Utilities & Franchise Fees				PROPERTY TAXES ABATED	ALL INDIRECT COSTS		
City of Kansas City	\$662,931	\$302,449	\$5,540,702			\$464,064	\$6,970,147	\$168,772	\$7,138,919	\$5,637,024	\$245,904	\$5,882,928	\$1,255,991
Wyandotte County	\$309,389	\$293,424	\$5,375,357				\$5,978,170	\$85,141	\$6,063,311	\$5,434,647	\$43,214	\$5,477,862	\$585,450
Kansas City USD 500		\$415,298	\$8,759,528	\$8,171,073			\$17,345,899	\$0	\$17,345,899	\$7,608,033	\$801,086	\$8,409,118	\$8,936,781
KC Community College		\$215,186	\$3,942,077				\$4,157,262	\$305,023	\$4,462,285	\$3,942,077	\$138,362	\$4,080,439	\$381,846
State of Kansas	\$2,879,962	\$11,791	\$216,003		\$1,265,875		\$4,373,631	\$158,329	\$4,531,961	\$216,003	\$138,362	\$354,365	\$4,177,596
TOTALS	\$3,852,283	\$1,238,148	\$23,833,667	\$8,171,073	\$1,265,875	\$464,064	\$38,825,110	\$717,265	\$39,542,375	\$22,837,784	\$1,366,928	\$24,204,711	\$15,337,664

A Tax Abatement Cost-Benefit Analysis of TWG Victory Hills, LP (Without L/M/W) for the Unified Government of Kansas City/Wyandotte County

Completed by
Municipal Consulting, LLC

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ABOUT THIS REPORT:

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

DEFINITIONS USED:

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

DISCLAIMER:

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

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Kansas City	1.22	2%
Wyandotte County	1.11	1%
Kansas City USD 500	2.07	11%
KC Community College	1.13	1%
State of Kansas	2.95	19%

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

We used conservative assumptions that the apartments would be 50% leased in Year 2, 75% in Year 3 and 95% in Year 4, and that only 65% of the new residents would come from outside the city.

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

✓ *Steve Robb*

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✗

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COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		TWG Victory Hills, LP			
DATE:			11/13/2023		(Without L/M/W)
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			City of Kansas City		
COUNTY:			Wyandotte County		
SCHOOL DISTRICT:			Kansas City USD 500		
SPECIAL TAXING DISTRICT #1			KC Community College		
STATE:			State of Kansas		
INFLATION RATE:		2.00%	DISCOUNT RATE:		7.50%

This project involves the construction of a 152-unit multi-family apartment complex located at 745 N. 78th Street, Kansas City, Kansas. The project is expected to create four permanent jobs and bring approximately 92 new families to the community. The developer is requesting 100% property tax abatement for 10 years, with a graduated PILOT payment.

TWG Victory Hills, LP

Community Data Inputs:					
	City of Kansas City	Wyandotte County	Kansas City USD 500	KC Community College	State
Mill Levy	38.476593	37.328383	60.829259	27.375176	1.500
Sales Tax	1.625%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	0.00%
Utility Revenue/HsHld	\$0.93	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$512.25	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$70.47	\$71.38	n/a	\$247.57	\$2,462.21
Marg. Cost/Res./Student	\$102.67	\$36.11	\$1,883.04	\$22.86	\$942.66
Other Revenues/Worker	\$66.27	\$67.13	n/a	\$232.83	\$2,086.08
Marginal Cost/New Worker	\$96.56	\$33.96	n/a	\$21.49	\$798.66
State Funding/Pupil	n/a	n/a	\$12,477.80	n/a	\$10,800
Federal Funding/Pupil	n/a	n/a	\$6,352.62	n/a	\$6,197
Visitor Daily Spending	\$50.00	\$50.00		Total Mill Levy	\$75.00
Average Hotel Room Rate	\$125	\$125		165.509411	n/a
Retail Pull Factor	0.94	0.96			n/a
Percent of County Share	90.50%	100.00%			n/a
Ann. Local Per Capita Sales/Use Tax	\$211	\$184			n/a
Ann. State Per Capita Sales/Use Tax	\$983	\$1,075			\$1,779
Annual Per Capita Retail Sales	\$15,117	\$16,535			\$27,367
Average Household Size	2.68	2.67			2.49
Avg. Wage-All Occupations	\$59,721	\$59,721			\$52,850

TWG Victory Hills, LP

Firm Data Inputs:				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Land				\$1,640,000										
Investment in Building				\$29,285,000										
Investment in Furniture, Fixtures & Equip.				\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Contingencies, soft costs				\$12,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000,000
Total Project Investment				\$43,000,000										
City Sales Tax Exemption on Materials & FFE:				\$96,322	County Sales Tax Exemption:		\$59,290	State Sales Tax Exemption:		\$766,090				\$921,702
		Growth Rate	Construction Period	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Taxable Sales		0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxable Purchases		0.00%		\$248,636	\$256,095	\$263,778	\$271,691	\$279,691	\$288,237	\$296,884	\$305,791	\$314,965	\$324,414	\$2,850,182
Net City Util. Revenue		2.00%	\$0	\$0	\$119	\$145	\$167	\$170	\$174	\$177	\$181	\$184	\$188	\$1,505
Franchise Fees		2.00%	\$0	\$0	\$28,041	\$41,505	\$52,865	\$53,922	\$55,001	\$56,101	\$57,223	\$58,367	\$59,535	\$462,559
PILOT- City			\$0	\$27,622	\$28,727	\$29,876	\$31,071	\$32,314	\$33,606	\$34,950	\$36,348	\$37,802	\$39,314	\$331,629
PILOT - County			\$0	\$26,797	\$27,869	\$28,984	\$30,143	\$31,349	\$32,603	\$33,907	\$35,264	\$36,674	\$38,141	\$321,732
PILOT - State			\$0	\$1,077	\$1,120	\$1,165	\$1,211	\$1,260	\$1,310	\$1,363	\$1,417	\$1,474	\$1,533	\$12,928
PILOT - School			\$0	\$37,928	\$39,445	\$41,023	\$42,664	\$44,370	\$46,145	\$47,991	\$49,910	\$51,907	\$53,983	\$455,365
PILOT - Comm. Coll.			\$0	\$19,652	\$20,438	\$21,256	\$22,106	\$22,990	\$23,910	\$24,866	\$25,861	\$26,895	\$27,971	\$235,946
Total PILOT				\$113,076	\$117,599	\$122,303	\$127,195	\$132,283	\$137,574	\$143,077	\$148,800	\$154,752	\$160,942	\$1,357,601
New Resident Households²		0	0	75	37	30	0	0	0	0	0	0	0	142
Households new to the city		65%	0.0	48.4	24.2	19.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	92.0
Households new to the county		33%	0.0	24.2	12.1	9.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.0
Households new to the state		5.0%	0.0	3.7	1.9	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.1
New students in K-12		50%	0.0	24.2	12.1	9.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.5
New Employees			0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0
Average New Household Income			\$59,721	\$60,915	\$62,134	\$63,376	\$64,644	\$65,937	\$67,256	\$68,601	\$69,973	\$71,372		
New employee average salary		3.00%	\$54,221	\$60,925	\$62,752	\$64,635	\$66,574	\$68,571	\$70,628	\$72,747	\$77,177	\$79,493		N/A
Tax Abatement-Land			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg.			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors		0.0%	0	0	298	298	298	298	298	298	298	298	298	2,682
				City	County	State								
Percentage of sales taxable in the				0%	0%	0%								
Percentage of purchases taxable in the				15%	15%	15%								
Assumed Inflation Rate				2.00%										

¹ Fixtures, furniture and equipment costs are exempt from sales taxes, but are included here to reflect the firm's total investments.

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

COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:		TWG Victory Hills, LP			Ratio of			
DATE:		11/13/2023	(Without L/M/W)			NPV of Net		
				Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
Entity	Total Benefits	Total Costs & Incentives	Net Benefits					
City of Kansas City	\$7,168,098	\$5,882,928	\$1,285,170	\$834,159	\$3,855,091	0.22	1.22	2%
Wyandotte County	\$6,091,620	\$5,477,862	\$613,758	\$404,050	\$3,705,891	0.11	1.11	1%
Kansas City USD 500	\$17,385,966	\$8,409,118	\$8,976,847	\$5,791,488	\$5,161,230	1.12	2.07	11%
KC Community College	\$4,483,046	\$3,970,237	\$512,809	\$335,201	\$2,674,274	0.13	1.13	1%
State of Kansas	\$4,533,098	\$1,539,044	\$2,994,055	\$1,840,130	\$912,625	2.02	2.95	19%

SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

City of Kansas City

(Without L/M/W)

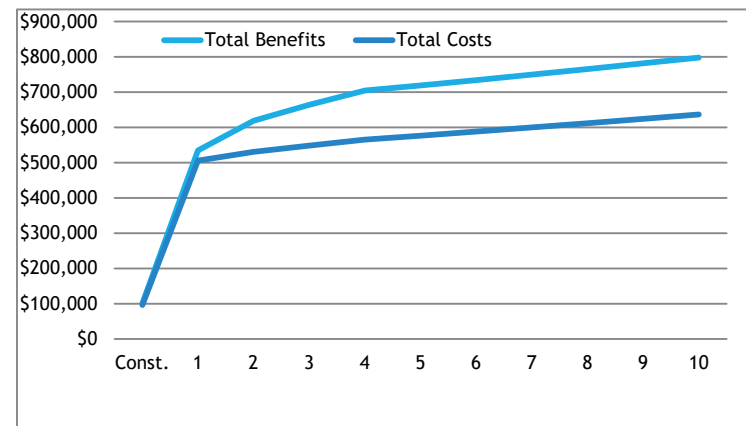
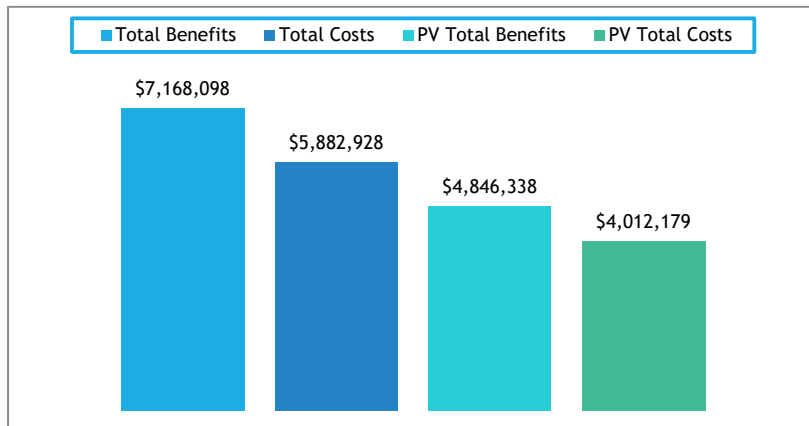
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.22

Ratio of Present Value of Total Benefits to Present Value of Total Costs 1.21

(Typical desired ratio would be 1.3 to 1) Average ROI 2.18%

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$100,649	\$0	\$0	\$0	\$0	\$100,649	\$100,649	\$0	\$96,322	\$96,322	\$96,322	\$4,327	\$4,327	\$4,327	\$96,322
1	\$606	\$506,013	\$0	\$27,622	\$0	\$534,241	\$496,968	\$0	\$506,013	\$506,013	\$470,710	\$28,228	\$32,555	\$26,258	\$470,710
2	\$35,618	\$516,133	\$28,160	\$28,727	\$10,014	\$618,652	\$535,340	\$14,591	\$516,133	\$530,724	\$459,253	\$87,928	\$120,483	\$76,087	\$446,627
3	\$50,890	\$526,456	\$41,650	\$29,876	\$15,067	\$663,939	\$534,445	\$21,953	\$526,456	\$548,409	\$441,448	\$115,530	\$236,013	\$92,997	\$423,776
4	\$63,795	\$536,985	\$53,032	\$31,071	\$19,328	\$704,211	\$527,313	\$28,161	\$536,985	\$565,147	\$423,182	\$139,064	\$375,077	\$104,131	\$402,095
5	\$65,102	\$547,725	\$54,093	\$32,314	\$19,715	\$718,948	\$500,789	\$28,725	\$547,725	\$576,449	\$401,531	\$142,498	\$517,576	\$99,258	\$381,522
6	\$66,437	\$558,679	\$55,174	\$33,606	\$20,109	\$734,006	\$475,608	\$29,299	\$558,679	\$587,978	\$380,987	\$146,027	\$663,603	\$94,620	\$362,003
7	\$67,799	\$569,853	\$56,278	\$34,950	\$20,511	\$749,392	\$451,699	\$29,885	\$569,853	\$599,738	\$361,495	\$149,654	\$813,257	\$90,204	\$343,482
8	\$69,190	\$581,250	\$57,403	\$36,348	\$20,921	\$765,113	\$429,001	\$30,483	\$581,250	\$611,733	\$343,000	\$153,380	\$966,637	\$86,001	\$325,908
9	\$70,696	\$592,875	\$58,551	\$37,802	\$21,340	\$781,265	\$407,495	\$31,092	\$592,875	\$623,967	\$325,451	\$157,297	\$1,123,934	\$82,044	\$309,234
10	\$72,148	\$604,732	\$59,723	\$39,314	\$21,767	\$797,683	\$387,031	\$31,714	\$604,732	\$636,447	\$308,800	\$161,237	\$1,285,170	\$78,231	\$293,413
Total	\$662,931	\$5,540,702	\$464,064	\$331,629	\$168,772	\$7,168,098	\$4,846,338	\$245,904	\$5,637,024	\$5,882,928	\$4,012,179	\$1,285,170	\$1,285,170	\$834,159	\$3,855,091



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

Wyandotte County

(Without L/M/W)

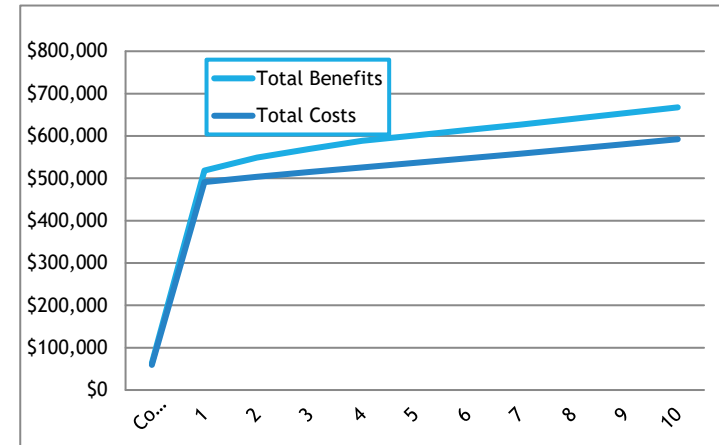
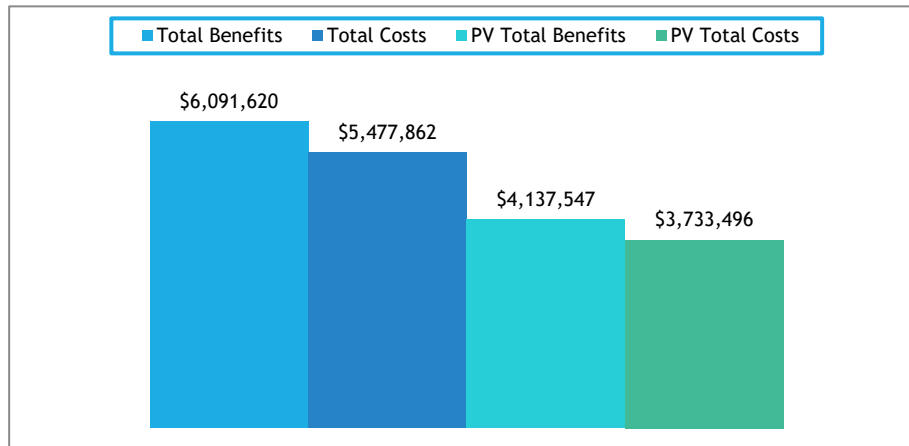
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.11

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.11

Average ROI 1.12%

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$63,256	\$0	\$0	\$0	\$63,256	\$63,256	\$0	\$59,290	\$59,290	\$59,290	\$3,966	\$3,966	\$3,966	\$59,290
1	\$373	\$490,913	\$26,797	\$0	\$518,083	\$481,938	\$0	\$490,913	\$490,913	\$456,663	\$27,170	\$31,136	\$25,275	\$456,663
2	\$15,555	\$500,731	\$27,869	\$4,819	\$548,974	\$475,045	\$2,563	\$500,731	\$503,294	\$435,517	\$45,680	\$76,816	\$39,529	\$433,299
3	\$22,231	\$510,746	\$28,984	\$7,621	\$569,582	\$458,491	\$3,858	\$510,746	\$514,603	\$414,235	\$54,979	\$131,795	\$44,256	\$411,130
4	\$27,875	\$520,961	\$30,143	\$9,779	\$588,758	\$440,862	\$4,949	\$520,961	\$525,910	\$393,801	\$62,848	\$194,644	\$47,061	\$390,096
5	\$28,458	\$531,380	\$31,349	\$9,975	\$601,162	\$418,744	\$5,048	\$531,380	\$536,428	\$373,653	\$64,734	\$259,377	\$45,091	\$370,137
6	\$29,054	\$542,007	\$32,603	\$10,174	\$613,839	\$397,744	\$5,149	\$542,007	\$547,156	\$354,536	\$66,682	\$326,060	\$43,208	\$351,200
7	\$29,663	\$552,847	\$33,907	\$10,378	\$626,795	\$377,804	\$5,252	\$552,847	\$558,100	\$336,397	\$68,696	\$394,755	\$41,407	\$333,232
8	\$30,284	\$563,904	\$35,264	\$10,585	\$640,037	\$358,870	\$5,357	\$563,904	\$569,262	\$319,186	\$70,776	\$465,531	\$39,684	\$316,182
9	\$30,995	\$575,183	\$36,674	\$10,797	\$653,648	\$340,932	\$5,464	\$575,183	\$580,647	\$302,856	\$73,001	\$538,533	\$38,076	\$300,006
10	\$31,645	\$586,686	\$38,141	\$11,013	\$667,485	\$323,860	\$5,574	\$586,686	\$592,260	\$287,361	\$75,226	\$613,758	\$36,499	\$284,657
Total	\$309,389	\$5,375,357	\$321,732	\$85,141	\$6,091,620	\$4,137,547	\$43,214	\$5,434,647	\$5,477,862	\$3,733,496	\$613,758	\$613,758	\$404,050	\$3,705,891



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

Kansas City USD 500

(Without L/M/W)

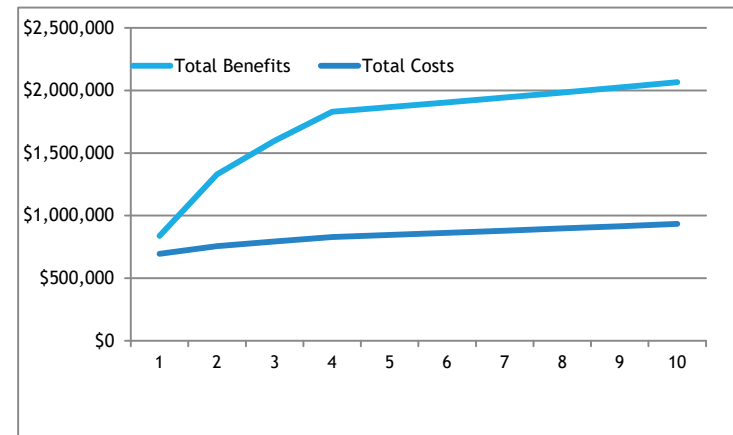
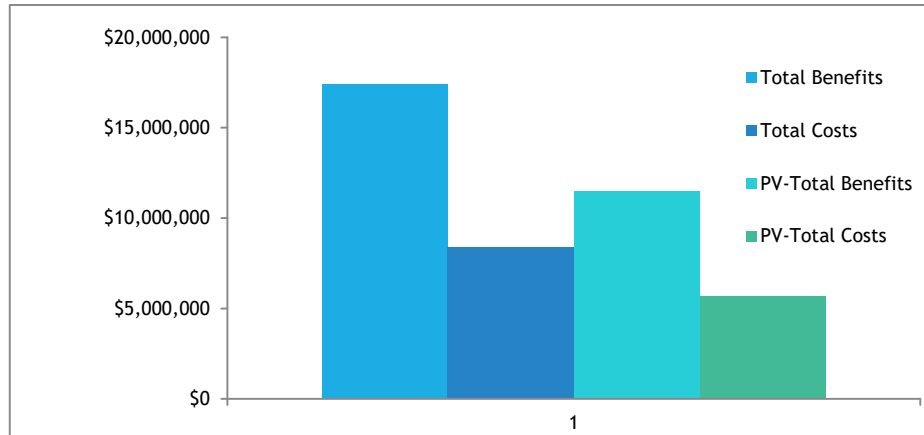
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.07

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.02

(Typical desired ratio would be 1.3 to 1) **Average ROI** 10.68%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$694,815	\$37,928	\$105,162	\$0	\$837,905	\$779,447	\$0	\$694,815	\$694,815	\$646,340	\$143,090	\$143,090	\$133,107	\$646,340
2	\$708,712	\$39,445	\$107,265	\$474,351	\$1,329,773	\$1,150,696	\$46,505	\$708,712	\$755,217	\$653,513	\$574,556	\$717,646	\$497,182	\$613,271
3	\$722,886	\$41,023	\$109,411	\$725,757	\$1,599,076	\$1,287,193	\$71,153	\$722,886	\$794,038	\$639,170	\$805,038	\$1,522,684	\$648,024	\$581,895
4	\$737,343	\$42,664	\$111,599	\$937,678	\$1,829,284	\$1,369,769	\$91,929	\$737,343	\$829,273	\$620,960	\$1,000,011	\$2,522,695	\$748,809	\$552,123
5	\$752,090	\$44,370	\$113,831	\$956,432	\$1,866,723	\$1,300,282	\$93,768	\$752,090	\$845,858	\$589,190	\$1,020,865	\$3,543,560	\$711,092	\$523,875
6	\$767,132	\$46,145	\$116,107	\$975,560	\$1,904,945	\$1,234,331	\$95,643	\$767,132	\$862,775	\$559,045	\$1,042,169	\$4,585,729	\$675,286	\$497,072
7	\$782,475	\$47,991	\$118,430	\$995,072	\$1,943,967	\$1,171,735	\$97,556	\$782,475	\$880,031	\$530,443	\$1,063,936	\$5,649,665	\$641,292	\$471,641
8	\$798,124	\$49,910	\$120,798	\$1,014,973	\$1,983,806	\$1,112,324	\$99,507	\$798,124	\$897,631	\$503,304	\$1,086,174	\$6,735,839	\$609,020	\$447,510
9	\$814,087	\$51,907	\$123,214	\$1,035,272	\$2,024,480	\$1,055,935	\$101,497	\$814,087	\$915,584	\$477,554	\$1,108,896	\$7,844,735	\$578,382	\$424,614
10	\$830,369	\$53,983	\$125,678	\$1,055,978	\$2,066,008	\$1,002,414	\$103,527	\$830,369	\$933,896	\$453,121	\$1,132,112	\$8,976,847	\$549,294	\$402,890
Total	\$7,608,033	\$455,365	\$1,151,495	\$8,171,073	\$17,385,966	\$11,464,127	\$801,086	\$7,608,033	\$8,409,118	\$5,672,639	\$8,976,847	\$8,976,847	\$5,791,488	\$5,161,230



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: 11/13/2023

KC Community College

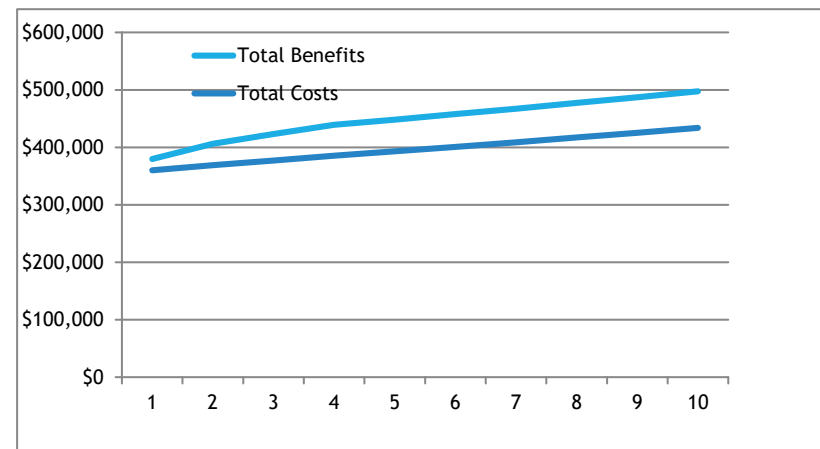
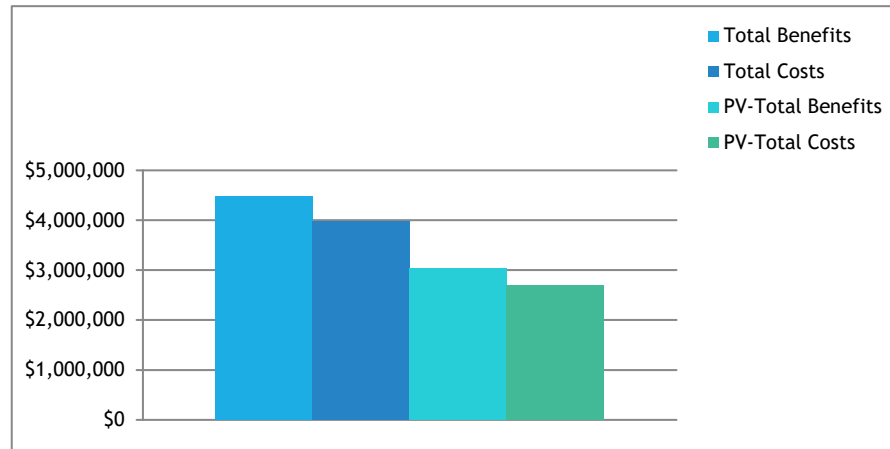
(Without L/M/W)

DISCOUNT RATE:

7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.13
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.12
(Typical desired ratio would be 1.3 to 1) **Average ROI** 1.29%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$360,016	\$19,652	\$0	\$379,668	\$353,180	\$0	\$360,016	\$360,016	\$334,899	\$19,652	\$19,652	\$18,281	\$334,899
2	\$367,217	\$20,438	\$18,468	\$406,123	\$351,432	\$1,705	\$367,217	\$368,922	\$319,240	\$37,202	\$56,854	\$32,192	\$317,764
3	\$374,561	\$21,256	\$27,362	\$423,178	\$340,642	\$2,526	\$374,561	\$377,087	\$303,540	\$46,092	\$102,945	\$37,102	\$301,507
4	\$382,052	\$22,106	\$34,864	\$439,023	\$328,740	\$3,219	\$382,052	\$385,271	\$288,491	\$53,752	\$156,697	\$40,249	\$286,081
5	\$389,693	\$22,990	\$35,562	\$448,245	\$312,229	\$3,283	\$389,693	\$392,976	\$273,731	\$55,269	\$211,966	\$38,498	\$271,444
6	\$397,487	\$23,910	\$36,273	\$457,670	\$296,552	\$3,349	\$397,487	\$400,836	\$259,726	\$56,834	\$268,800	\$36,826	\$257,556
7	\$405,437	\$24,866	\$36,998	\$467,301	\$281,668	\$3,416	\$405,437	\$408,852	\$246,438	\$58,449	\$327,249	\$35,230	\$244,379
8	\$413,545	\$25,861	\$37,738	\$477,145	\$267,536	\$3,484	\$413,545	\$417,029	\$233,829	\$60,115	\$387,365	\$33,707	\$231,876
9	\$421,816	\$26,895	\$38,493	\$487,205	\$254,118	\$3,554	\$421,816	\$425,370	\$221,866	\$61,835	\$449,200	\$32,252	\$220,012
10	\$430,253	\$27,971	\$39,263	\$497,487	\$241,378	\$3,625	\$430,253	\$433,877	\$210,515	\$63,609	\$512,809	\$30,863	\$208,756
Total	\$3,942,077	\$235,946	\$305,023	\$4,483,046	\$3,027,475	\$28,160	\$3,942,077	\$3,970,237	\$2,692,275	\$512,809	\$512,809	\$335,201	\$2,674,274



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: TWG Victory Hills, LP

DATE: #####

State of Kansas

(Without L/M/W)

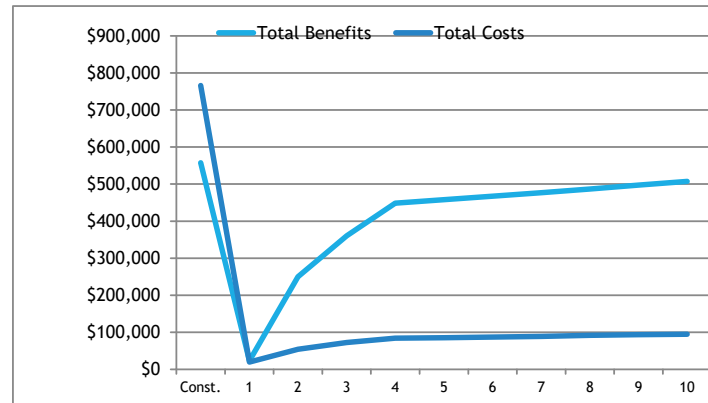
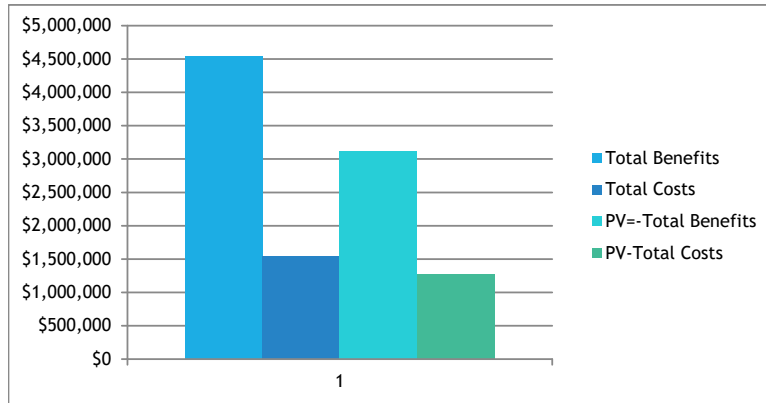
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.95

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.45

(Typical desired ratio would be 1.3 to 1) Average ROI 19.45%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$411,161	\$0	\$146,425	\$0	\$0	\$557,586	\$557,586	\$0	\$0	\$0	\$766,090	\$766,090	\$766,090	-\$208,504	-\$208,504	-\$208,504	\$766,090
1	\$2,424	\$19,727	\$0	\$1,077	\$0	\$23,228	\$21,607	\$0	\$0	\$19,727	\$0	\$19,727	\$18,351	\$3,501	-\$205,003	\$3,257	\$18,351
2	\$150,581	\$20,121	\$67,064	\$1,120	\$11,204	\$250,090	\$216,411	\$9,791	\$24,179	\$20,121	\$0	\$54,091	\$46,807	\$195,999	-\$9,004	\$169,604	\$17,412
3	\$221,392	\$20,524	\$100,049	\$1,165	\$17,142	\$360,272	\$290,004	\$14,980	\$36,994	\$20,524	\$0	\$72,497	\$58,357	\$287,775	\$278,771	\$231,647	\$16,521
4	\$281,174	\$20,934	\$127,883	\$1,211	\$17,484	\$448,686	\$335,977	\$15,279	\$47,796	\$20,934	\$0	\$84,009	\$62,906	\$364,677	\$643,448	\$273,070	\$15,676
5	\$286,939	\$21,353	\$130,494	\$1,260	\$17,834	\$457,880	\$318,940	\$15,585	\$48,752	\$21,353	\$0	\$85,689	\$59,688	\$372,190	\$1,015,638	\$259,252	\$14,874
6	\$292,826	\$21,780	\$133,160	\$1,310	\$18,191	\$467,267	\$302,771	\$15,897	\$49,727	\$21,780	\$0	\$87,403	\$56,634	\$379,864	\$1,395,502	\$246,137	\$14,113
7	\$298,834	\$22,216	\$135,881	\$1,363	\$18,555	\$476,848	\$287,422	\$16,215	\$50,721	\$22,216	\$0	\$89,151	\$53,736	\$387,696	\$1,783,199	\$233,686	\$13,391
8	\$304,967	\$22,660	\$138,658	\$1,417	\$18,926	\$486,627	\$272,853	\$16,539	\$52,770	\$22,660	\$0	\$91,969	\$51,567	\$394,658	\$2,177,857	\$221,286	\$12,705
9	\$311,631	\$23,113	\$141,681	\$1,474	\$19,304	\$497,203	\$259,333	\$16,870	\$53,826	\$23,113	\$0	\$93,808	\$48,929	\$403,395	\$2,581,252	\$210,404	\$12,055
10	\$318,033	\$23,575	\$144,580	\$1,533	\$19,690	\$507,411	\$246,193	\$17,207	\$53,826	\$23,575	\$0	\$94,608	\$45,903	\$412,803	\$2,994,055	\$200,290	\$11,439
Total	\$2,879,962	\$216,003	\$1,265,875	\$12,928	\$158,329	\$4,533,098	\$3,109,098	\$138,362	\$418,589	\$216,003	\$766,090	\$1,539,044	\$1,268,968	\$2,994,055	\$2,994,055	\$1,840,130	\$912,625



TWG Victory Hills, LP

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Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	0	4
Construction jobs created	126	
Number of New Residents in the Community	0	247
Number of Additional Students in the Local School District	0	47
Increase in Local Personal Incomes	\$0	\$53,307,156
Increase in Local Retail Sales	\$12,158,573	\$52,525,485
Increase in the Community's Property Tax Base	\$29,285,000	\$29,285,000
Estimated new annual tax revenues after 10 years:		Property Taxes
	City	\$616,827
	County	\$598,420
	School	\$975,168
	Comm. Coll.	\$438,858
	State	\$24,047
	Totals	\$2,653,319

TWG Victory Hills, LP

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OVERALL COST-BENEFIT SUMMARY

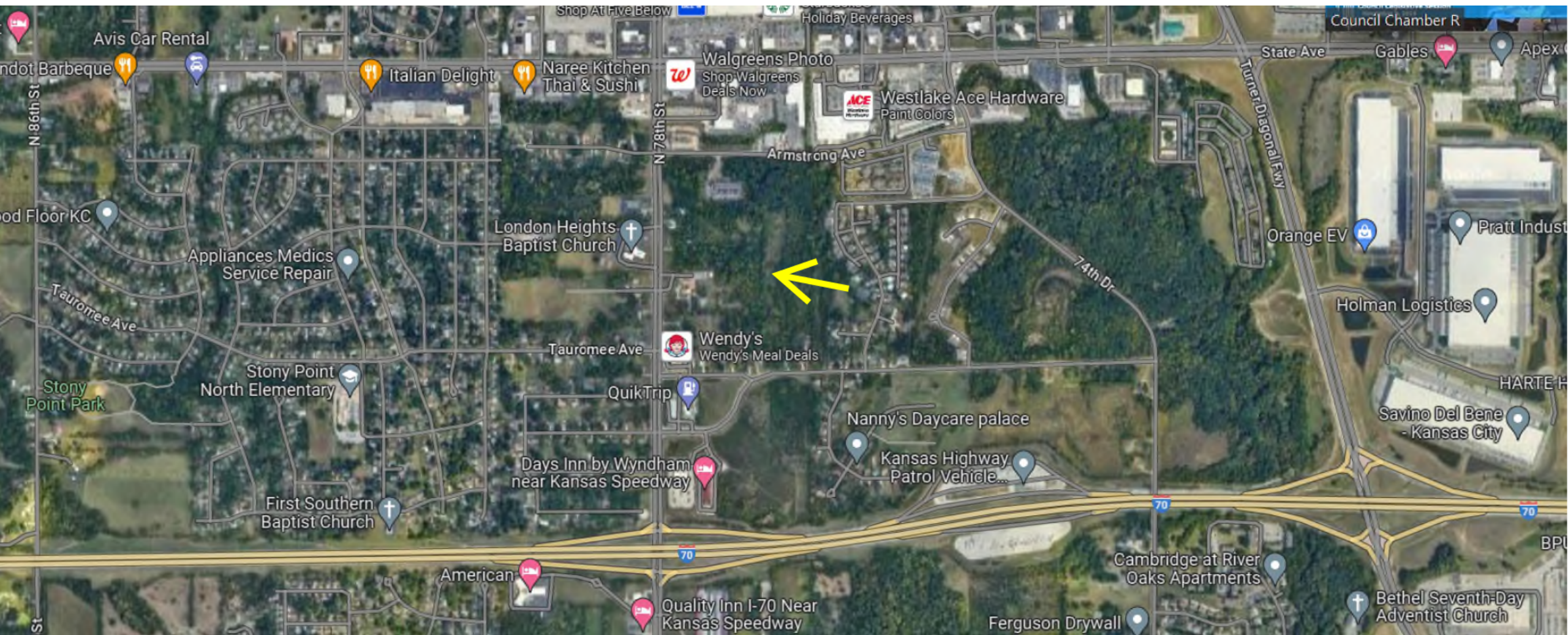
(Without L/M/W)

TAXING ENTITY	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS	INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
	Guest & Sales Taxes	PILOT Payment	New Property Taxes	School Federal & State Funding	Corporate & Personal Income Taxes	City Utilities & Franchise Fees				PROPERTY TAXES ABATED	ALL INDIRECT COSTS		
City of Kansas City	\$662,931	\$331,629	\$5,540,702			\$464,064	\$6,999,326	\$168,772	\$7,168,098	\$5,637,024	\$245,904	\$5,882,928	\$1,285,170
Wyandotte County	\$309,389	\$321,732	\$5,375,357				\$6,006,479	\$85,141	\$6,091,620	\$5,434,647	\$43,214	\$5,477,862	\$613,758
Kansas City USD 500		\$455,365	\$8,759,528	\$8,171,073			\$17,385,966	\$0	\$17,385,966	\$7,608,033	\$801,086	\$8,409,118	\$8,976,847
KC Community College		\$235,946	\$3,942,077				\$4,178,023	\$305,023	\$4,483,046	\$3,942,077	\$138,362	\$4,080,439	\$402,607
State of Kansas	\$2,879,962	\$12,928	\$216,003		\$1,265,875		\$4,374,769	\$158,329	\$4,533,098	\$216,003	\$138,362	\$354,365	\$4,178,734
TOTALS	\$3,852,283	\$1,357,601	\$23,833,667	\$8,171,073	\$1,265,875	\$464,064	\$38,944,563	\$717,265	\$39,661,828	\$22,837,784	\$1,366,928	\$24,204,711	\$15,457,117

Residences at Victory Hills

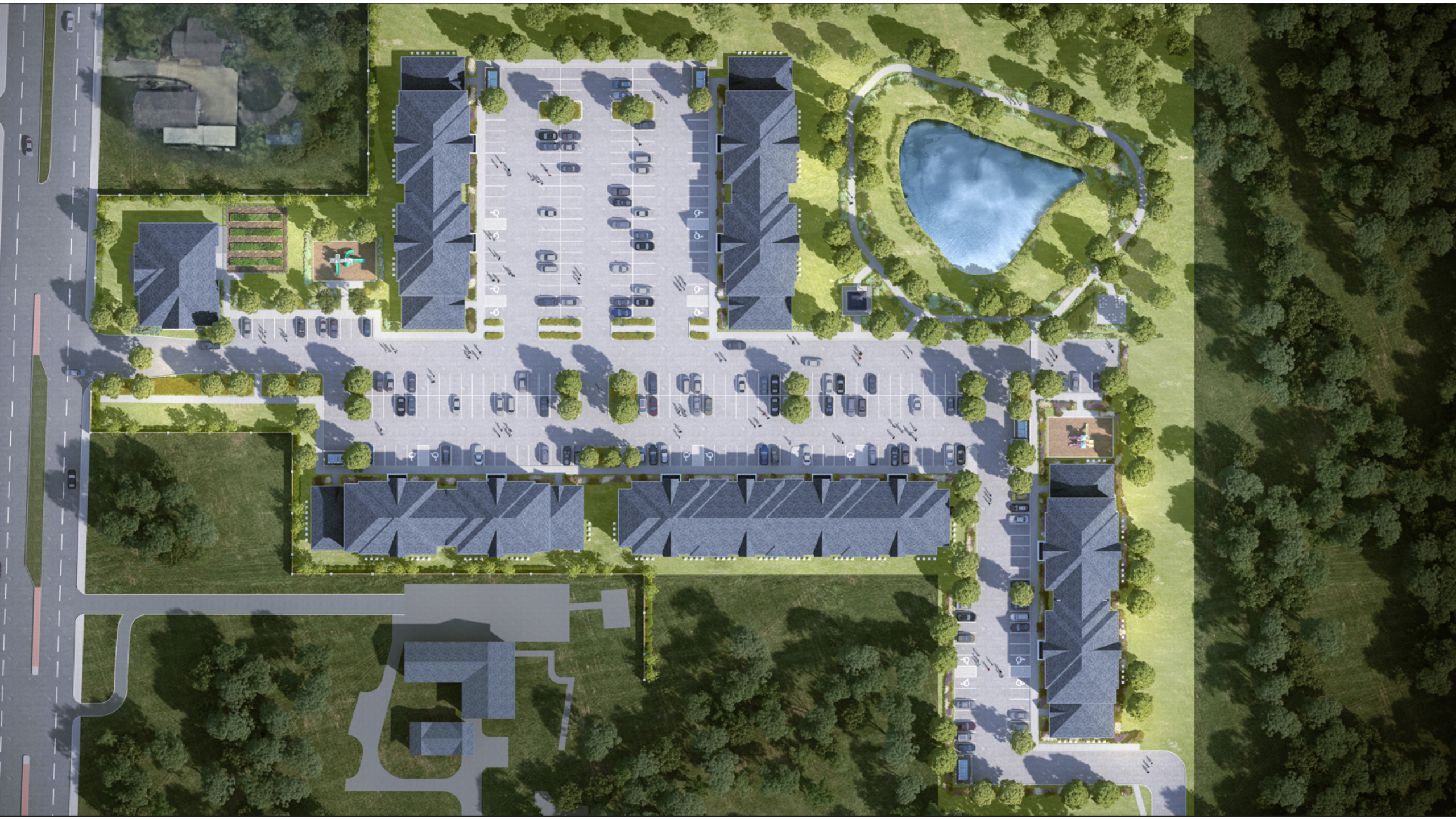
April 11, 2024

Unified Government Board of County
Commissioners



Aerial







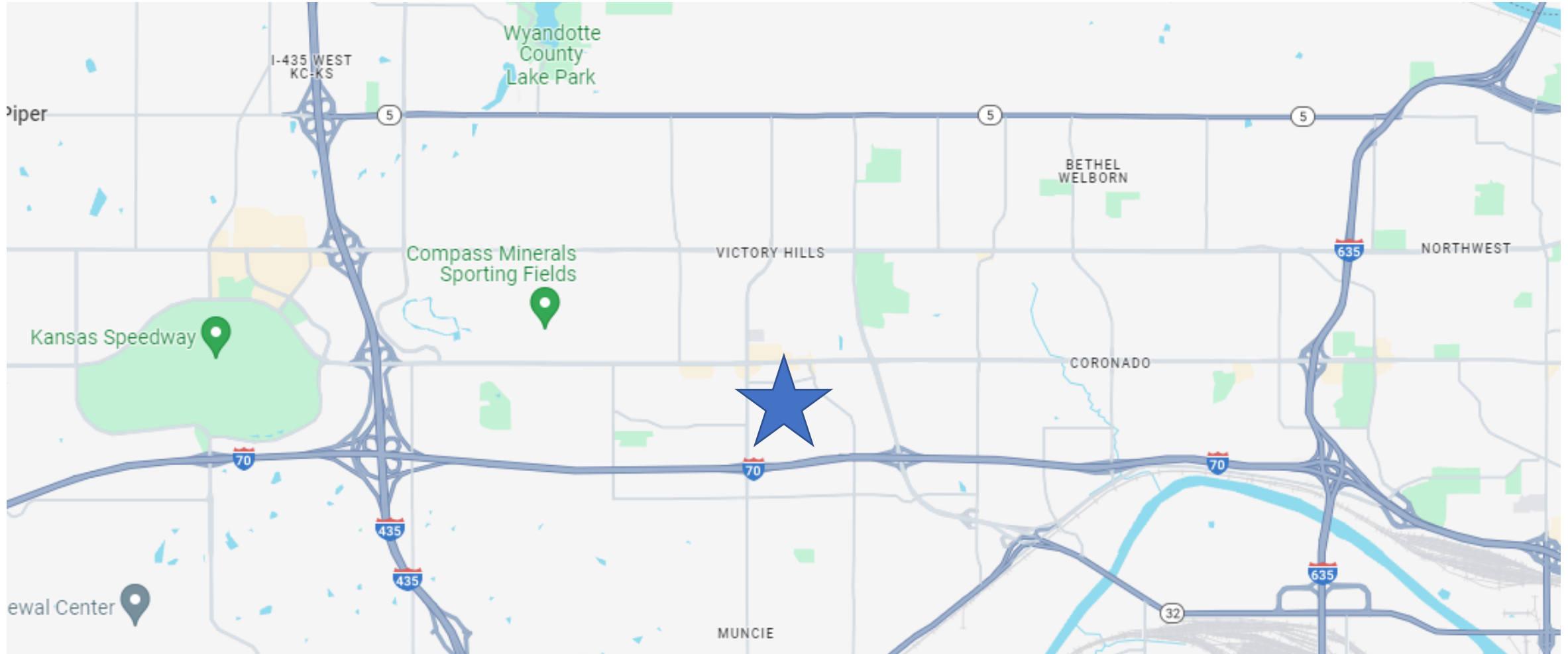
Industrial Revenue Bonds: Residence at Victory Hills

Full Commission – April 11, 2024

Gilmore & Bell, P.C.

Bond Counsel to the Unified Government

Location: NEC N. 78th St. & Tauromee Ave.



Incentive Application: IRBs for Sales/Property Tax Incentives

- Five multifamily buildings and related amenities
 - ~152 units
- \$43M principal amount
 - \$38M Tax-Exempt Series 2024A (purchaser: CRBT)
 - \$5M Taxable Series 2024B (purchaser: applicant)
- Incentives Requested
 - Sales tax exemption
 - 10-year property tax abatement (~50%)

LIHTC & Affordable Housing

- “Qualified” multifamily facilities under tax code
 - 20-50 test or 40-60 test (units-AMI)
 - Affordability restrictions in effect for 15 years
- IRBs utilized in conjunction with LIHTC
 - Requirement: at least 50% of project costs must be financed with tax-exempt bonds (Series 2024A)
 - KDFA often the issuer
- Why two series of IRBs (2024A & 2024B)?
 - Tax-exempt 2024A bonds sized between bank purchaser and developer
 - Taxable 2024B bonds complete capital stack for purposes of granting incentives

Comparison to “Usual” IRBs

- Key Differences
 - Third-party purchaser of Series 2024A
 - IRBs issued “upfront” to provide construction financing
 - Series 2024A remains outstanding longer than 10-year abatement period
- Key Similarities
 - No repayment/credit risk to UG
 - Tax abatement contingent on usual performance covenants, plus preservation of affordability metrics required by tax code

Action Items: Public Hearing, Resolution, Ordinance

Action Items

- Public Hearing regarding proposed tax abatement
- Consideration of Resolution & Ordinance

Schedule

- If approved, close IRBs in several weeks; payments-in-lieu of tax begin 2025.
- At closing, developer pays costs of issuance and UG origination fee.