



Full Commission Meeting Agenda

Commission Chambers

Thursday, May 2, 2024

7:00 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/89731366937>

Or One tap mobile:

+12532158782,89731366937# US (Tacoma)

+13462487799,89731366937# US (Houston)

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

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

Webinar ID: 897 3136 6937

International numbers available: <https://us02web.zoom.us/j/89731366937>

Name

Absent

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. Invocation given by Chaplain Jared Altic, Wyandotte County Christian Church
4. Pledge of Allegiance
5. Revisions to Agenda
6. Mayor's Agenda

1 **PRESENTATION: STEVIE WAKES BPU BOARD MEMBER**

Synopsis: A presentation to discuss the BPU/UG bill separation and discussion on lowering the PILOT, submitted by Stevie Wakes, BPU Board Member.

For information only

Tracking #: 2197

2 **PROCLAMATION: PROVIDER APPRECIATION DAY**

Synopsis: Proclamation proclaiming May 10, 2024, as Provider Appreciation Day, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 21103

3 **COMMUNITY INPUT AND RECOMMENDATIONS**

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

Tracking #: 211539

7. Consent Agenda

1 **RESOLUTION: AUTHORIZING TRANSFER OF TITLE OF REAL ESTATE TO KANSAS CITY HOUSING AUTHORITY**

Synopsis: A resolution authorizing the transfer to Kansas City Housing Authority the legal title of multiple properties they have been operating and managing for many years, submitted by Wendy Green, Assistant Counsel, Legal.

On April 22, 2024, the Administration and Human Services Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.

Tracking #: 2139

2 **RESOLUTION: CERTIFYING COSTS OF 2024 PRESIDENTIAL PREFERENCE PRIMARY**

Synopsis: A resolution certifying the costs incurred by Wyandotte County in conducting the 2024 presidential preference primary, submitted by Michael Rankin, Assistant Counsel, Legal.

On April 22, 2024, the Administration and Human Services Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.

Tracking #: 2147

3 **NOMINATIONS: BOARDS AND COMMISSIONS**

Synopsis: Economic Redevelopment Advisory Committee:

Appointment of Chief Justice Karen Arnold-Burger-Term 5/2/24 to 12/15/25, submitted by Commissioner Burroughs.

Tracking #: 2198

4 **MINUTES**

Synopsis: Minutes from the Regular Session meeting on March 2, 2023, and from the Special Session meeting on March 28, 2024 and April 4, 2024.

Tracking #: MINUTES

5 **WEEKLY BUSINESS**

Synopsis: Weekly business materials dated March 14 and 18, 2024.

Tracking #: WEEKLY BUSINESS

8. Public Hearing Agenda

9. Standing Committee' Agenda

1 **RESOLUTION: SECOND AMENDMENT TO ASSIGNMENT, ASSUMPTION AND RESTATED DEVELOPMENT AGREEMENT**

Synopsis: Approve a resolution to adopt the Second Amendment to Assignment, Assumption, and Second Amended and Restated Development Agreement (Homefield Project), submitted by Jeff Conway, Senior Counsel.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on April 29, 2024. It was requested and approved to fast-track this item to the May 2, 2024, full commission meeting.*

Tracking #: 2191

2 **ORDINANCE: AUTHORIZING COMMUNITY IMPROVEMENT DISTRICT, SERIES 2024A**

Synopsis: Approve an ordinance authorizing the issuance of tax-exempt Community Improvement District (CID) sales tax revenue bonds, series 2024A, in the maximum principal amount of \$15 million, and approving the Bond Trust Indenture, the Bond Purchase Agreement, the Tax Compliance Agreement, and the Issuer Continuing Disclosure Agreement, submitted by Jeff Conway, Senior Counsel.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on April 29, 2024. It was requested and approved to fast-track this item to the May 2, 2024, full commission meeting.*

Tracking #: 2193

3 **ORDINANCE: AUTHORIZING COMMUNITY IMPROVEMENT DISTRICT, SERIES 2024B**

Synopsis: Approve an ordinance authorizing the issuance of taxable Community Improvement District (CID) sale tax revenue bonds, series 2024B, in the maximum principal amount of \$25 million, and approving the Bond Trust Indenture, the Bond Purchase Agreement, and the Issuer Continuing Disclosure Agreement, submitted by Jeff Conway, Senior Counsel.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on April 29, 2024. It was requested and approved to fast-track this item to the May 2, 2024, full commission meeting.*

Tracking #: 2194

4 **RESOLUTION: ATLAS 9 INDUSTRIAL REVENUE BONDS**

Synopsis: Resolution of intent to issue industrial revenue bonds for the Homefield Atlas 9 "immersive" museum in an amount not to exceed \$30,000,000 (Sales tax exemption only), submitted by Jeff Conway, Senior Counsel.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on April 29, 2024. It was requested and approved to fast-track this item to the May 2, 2024, full commission meeting.*

Tracking #: 2146

10. Administrator's Agenda
11. Commissioners' Agenda
12. Public Announcement
13. Adjourn



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Irene Caudillo, Chief of Staff icaudillo@wycokck.org x5010	Mayor's Office
AGENDA ITEM #6.1.		
PRESENTATION: STEVIE WAKES BPU BOARD MEMBER		
BACKGROUND		
A presentation to discuss the BPU/UG bill separation and discussion on lowering the PILOT, submitted by Stevie Wakes, BPU Board Member.		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
UG Special Session 5-2-24, Letter from Tom Groneman BPU Board President		

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

Kansas City Board of Public Utilities

UG Meeting

May 2nd 2024

(Previously presented to the UG on 7/13/23)

BPU Board of Directors are meeting with the Unified Government Commissioners on July 13th in a Special Session. Both parties have suggested that the following topics be discussed.

➤ BPU Board

- Remove UG charges on the BPU Bill
- Implement PILOT reduction plan
- Discuss BPU Contributions to the Unified Government/Community

➤ UG Commission

- Discuss BPU Proposed Rate Increases
- Effect of proposed BPU rates on the UG revenues via PILOT
- What is BPU level of debt
- How not to disrupt BPU service because of non payment of UG charges
- What are the estimated property tax on BPU facilities if treated as commercial entity
- Discuss comparison of UG paying for BPU services and BPU paying for franchise fees and taxes
- What is the BPU and UG doing to conserve energy
- How does the BPU participate in economic development. What incentives does BPU provide?

Customer Billing Concerns

Concerns expressed by our BPU customers:

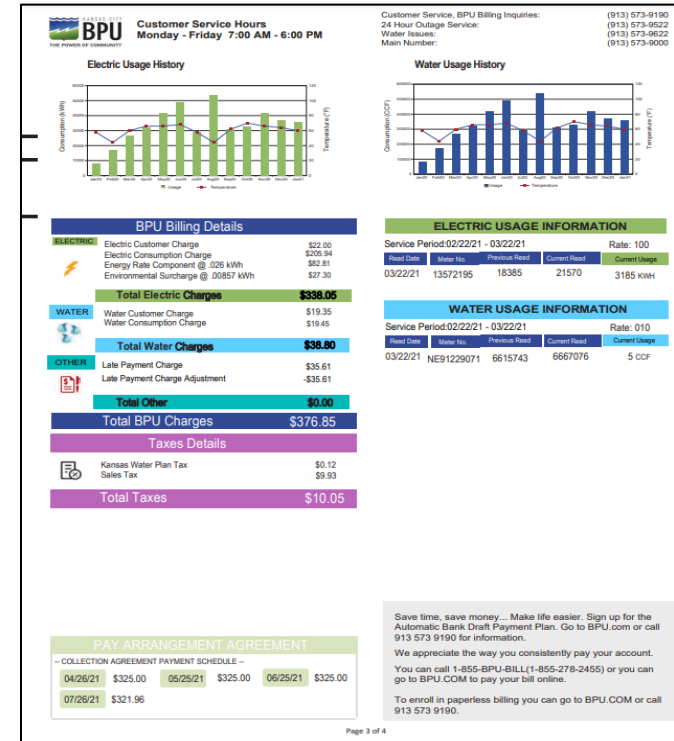
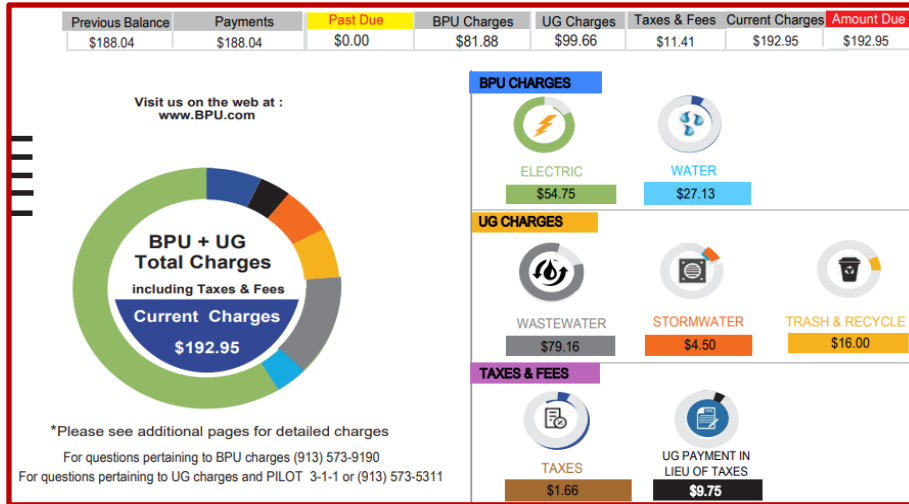
- Why are BPU and UG charges combined on one bill?
- Why can't I only pay for BPU charges and not get shut off?
- My trash is not getting picked up, why am I still getting billed for it.
- How are my UG charges calculated?
- Where does the money for the PILOT go?
- Why are the UG rates going up?

UG Charges on the BPU Bill

Listed below are items that appear on the BPU bill:

- **BPU Electric Charges**
 - **With Riders**
- **BPU Water Charges**
- **UG Waste Water Charges**
- **UG Storm Water Charges**
- **Trash**
- **UG PILOT**
- **Taxes**

BPU Redesigned Bill



BPU Redesigned Bill

Unified Government Billing Details		
WASTEWATER		
	Monthly Base Charge	\$21.32
	Consumption Charge @ average 5 CCF	\$24.10
	Total Wastewater Charges	\$45.42
STORMWATER		
	Monthly Base Charge	\$4.50
	Total Stormwater Charges	\$4.50
TRASH & RECYCLE		
	Monthly Base Charge	\$16.00
	Total Trash & Recycle Charges	\$16.00
	Total UG Charges	\$65.92
UG Payment in Lieu of Taxes		
	Payment in Lieu of Taxes	\$22.93
	UG Payment in Lieu of Taxes	\$22.60

Office Hours: Monday - Friday 8:00 AM - 5:00 PM

Trash & Recycling Service Issues
Wastewater
Storm Water Management
PILOT
Other Questions

(913) 573-5311
(913) 573-1300
(913) 573-5400
(913) 573-5400
(913) 573-5000

Unified Government Billing Details

WASTEWATER

Monthly Base Charge \$21.32
Consumption Charge @ average 5 CCF \$24.10

Total Wastewater Charges \$45.42

STORMWATER

Monthly Base Charge \$4.50

Total Stormwater Charges \$4.50

TRASH & RECYCLE

Monthly Base Charge \$16.00

Total Trash & Recycle Charges \$16.00

Total UG Charges \$65.92

UG Payment in Lieu of Taxes

Payment in Lieu of Taxes \$22.93

UG Payment in Lieu of Taxes \$22.60

This is an area dedicated to allowing UG to put special messages for their customers each month. The text will be entered into the Online Message Manager (OMM) interface on InfoSend's website and set to be presented during specific dates. UG can add whatever messages they like to this area.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS SERVICES

For questions pertaining to the UG charges listed below,
please call the Unified Government's 311 Call Center at 3-1-1 or 913-573-0311

PAYMENT IN LIEU OF TAXES (PILOT) - UG ordinance requires the BPU to pay a percentage of its gross revenues to meet certain UG costs incurred due to BPU operating as a public utility. The PILOT is in lieu of property taxes and franchise fees.

WASTEWATER - Wastewater utility is responsible for a day-to-day and future operations of sewer collection and treatment, which includes routine system maintenance and capital investment to safeguard water quality for our health and environment. The BPU acts as the billing and collection agent for the UG.

WINTER AVERAGE CALCULATION - Residential Wastewater Charges are based upon the average monthly billed water consumption (CCF) for the billing periods from December through March. The average for those months is the basis for the "next" twelve months.

STORMWATER MANAGEMENT - Storm water management utility is responsible for the collection system of storm water runoff from storms or other weather events to prevent standing water and flooding. The utility includes routine system maintenance and capital investment to safeguard water quality for our health and environment. The BPU acts as the billing and collection agent for the UG.

RESIDENTIAL TRASH - Residential trash utility is responsible for the collection of "Regular" (non-industrial) garbage from residential sources, including paper, discarded food items, and other general discards and recyclables. Green waste includes yard clippings, leaves, and trees. The BPU acts as the billing and collection agent for the UG.

Page 4 of 4

Suggestions:

- **Conduct benchmarking survey to see how other cities in Kansas and Missouri are charging residents for similar services**
- **Make use of electronic systems the UG already has in place**
 - Use myWYCO/iKan app that is already in place for real and personal property taxes
 - Consider adding waste water, trash, storm water
- **Consider making use of walk-in UG payment centers**
 - 7th and Ann
 - 82nd and State Ave

Actions Taken to Avoid Rate Increases

- For the past five years, with reducing revenues, the following plans were implemented to reduce costs.
 - Reduced staffing levels by 10%
 - Reduced budgets between 2018 and 2022 by \$42 million
 - Deferred approximately 40% of our capital construction projects
 - Implemented 3 moratoriums - longer than any utility in the region during COVID pandemic (over a span of 18 months)

Contributions to the UG (2024)

BPU contributions to the Unified Government/community - 2024 BPU budget:

- **Direct Payment and Expenses - \$40,345,782**
 - PILOT - \$38,314,998
 - Street Lighting and Signals - \$1,543,866
 - Fire Hydrant Services - \$486,918
- **Other UG Services - \$9,303,453**
 - UG Facility Energy and Water Charges - \$8,278,537
 - Billing Services - \$1,024,918
- **Total Payments and Contributions - \$49,649,235**

2023 Public Power Statistical Report:

- Median PILOT and Free and/or Reduced contributions by public power utilities to cities as percentage of its gross operating revenue, 2020.
 - Median utilities with revenues of \$100 million and higher - 6.9%
 - BPU - 2023 budget - 14.56%
- Median Payment in Lieu of Taxes alone by public power utilities - 6%
- Percentage of all municipal utilities providing free or reduced service - 42%
 - Percentage of municipal utilities providing reduced rates for street lighting - 33.5%
 - Percentage of municipal utilities providing reduced rates for traffic signals - 13.4%

BPU Compared to an IOU

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

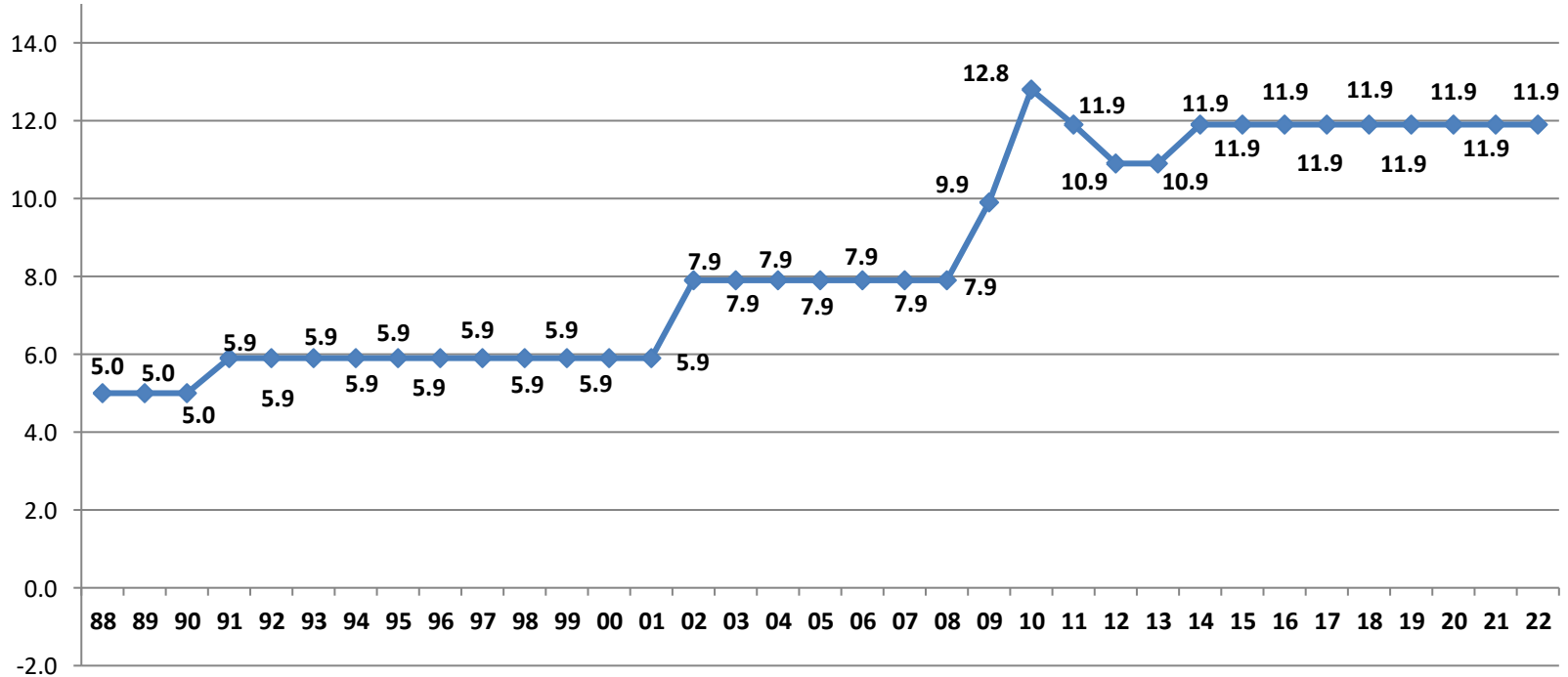
Review of Contributions:

- **Conduct benchmarking survey to see what other KC metropolitan cities are collecting in terms of free or reduced services from their local electric utility. To my knowledge, none of these cities are receiving any.**
 - Bonner Springs
 - Edwardsville
 - Kansas City Missouri
 - Overland Park
 - Independence

Payment in Lieu of Tax

- As part of the Charter Ordinance, the PILOT is assessed against BPU gross revenues.
 - The UG sets the rate for PILOT on BPU customers each year.
 - Payment in Lieu of tax is collected by the BPU and transferred to the Unified Government (UG) each month
 - BPU is exempt from property taxes
- Investor Owned Utilities (IOU) pay a franchise fee to local governments for the use of its right-of-way
- IOUs in Kansas are not required to pay property taxes within communities they are serve

Historical View of PILOT



Comparable PILOT data with other municipal utilities

- Board of Public Utilities, Ks. - 11.9%
- City of Springfield Utilities, Mo. - 3% (electric) / 4% (water)
- Independence Power & Light, Mo. - 9.08% (electric)
- Rochester Public Utilities, Minn. - 5.3% (electric) / 3.1% (water)
- Lansing Water & Light, MI. - 6% (electric) / 6% (water)
- Lincoln Electric, NE. - 5% (electric)

Suggestions:

- If the UG continues to charge a PILOT, then examine how other cities function while receiving less PILOT from their local municipal utilities
- Consider a long term plan for reducing PILOT to the national average of 6%
- Consider lowering the 15% cap on the PILOT to 10%
- Consider forgoing the windfall effect when BPU raises electric and water rates
- If the proposed BPU rate increases would get approved, it would generate the following:
 - UG would gain an additional \$749,700 increase in PILOT payments
- See handout memo....UG committed in 2009 to reduce PILOT from 12.8% to 9.9% after 2 years

BPU Energy Management

- Over the past decade, BPU has managed its own consumption by doing the following:
 - Each BPU facility is assigned a budgetary expense based on its electric and water usage
 - Installed LED lighting and/or sensor controls in a number of locations
 - Upgraded HVAC systems in various locations
- Suggested Actions for UG Energy and Water Usage
 - BPU could provide the UG with greater visibility of all of its electric and water usage
 - The UG would then be in a better position to create energy and water savings

➤ 2023 Summary of BPU Financials

- Value of Assets - \$1,069,848,798 (less depreciation and construction)
 - Electric Utility - \$793,561,935
 - Water utility - \$283,139,964
- Total Debt - \$885,115,696
 - Electric Utility - \$754,160,051
 - Water utility - \$130,955,645
- Combined Revenues - \$335,537,381
 - Electric Utility - \$288,232,658
 - Water utility - \$47,304,723
- Credit Ratings - **Moody's** = A2 and stable / **Fitch** = A and stable / **S&P** = A and stable

Economic Development

- For decades the BPU has partnered with the UG and WYEDC to pursue economic development projects
- The BPU offers a short-term economic development rate when applicable based upon application
- The BPU board has a small economic development fund to assist developers who meet our policy objectives
- By policy, BPU invests millions of dollars to extend infrastructure to accommodate growth

Community Assistance

- As part of the BPU mission statement, the utility assists customers in a number of ways
 - BPU is one of the top 10 organizations in the metro when it comes to employees donating to the United Way
 - BPU offers two utility assistance programs to help customers pay their bills => since 2009, BPU has paid over \$2.3 million in direct support
 - BPU offers the widest range of bill pay options in the area
 - BPU offers the most flexible payment arrangements in the area
 - BPU Golf Tournament has donated over \$740,000 to children's charities

Recommended Next Steps

- The UG and BPU should get back to our Joint Quarterly Meetings
- Both elected bodies should meet at least annually (or semi-annually) to work on a path forward
- Both entities should work toward paying for the services they use
- Continue to work on strategies to improve our communications to those who we serve

Thank you

Thank you



April 16, 2024

Tyrone Garner - Mayor/CEO
Tom Burroughs - Mayor Pro Tem
Wyandotte County / KCK
Kansas City, Kansas 66101

Subject: Update on UG Charges and BPU Utility Bill Separation Initiative

Dear Gentlemen,

I hope this message finds you well. The purpose of this letter is to officially inform you that the BPU Board of Directors would like to schedule another meeting with you and the Wyandotte County Commissioners to discuss BPU/UG bill separation. We would also like to come to a resolution on lowering the PILOT to a more reasonable level and how to address all in-kind services that exist between our two organizations.

This letter is to also provide a brief update on our joint effort to separate the UG charges from BPU's utility charges on customer bills.

As you may recall, the original target completion date was April 1st, which has now passed. This goal was established during discussions between our General Manager, the County Administrator, and yourself from July to October of 2023. At the time, April was deemed a realistic deadline based on the straightforward premise of utilizing one billing system, issuing two bills, and enabling customers to make separate payments through BPU's existing processors. We anticipated minimal adjustments to processes and payments.

From the beginning, we recognized the complexity of the tasks in front of our organizations, and acknowledged implementing these changes would be challenging, and entail some costs to see these plans come to fruition. Our General Manager extended assistance in managing the effort and the BPU Technology Team still stands ready to integrate the necessary systems. Three of our vendors have even assisted in outlining a clear pathway to success. The remittance processing aspect was even streamlined since we are fortunate to share the same bank.

EQUAL OPPORTUNITY EMPLOYER

540 Minnesota Avenue | Kansas City, KS 66101 | 913.573.9000

bpu.com

BPU Form No. 092-0033 (06-13-Word)



Despite these preparations, we have learned a few weeks ago that the UG Staff will convene to finalize a cost and process analysis for acquiring a new billing system. This approach, as estimated by our billing, finance, and technology teams, and our own experience, is projected to extend over a couple of years and incur significantly higher costs compared to leveraging BPU's existing vendors, and potentially amounting to many millions of dollars.

As stakeholders invested in the efficiency and effectiveness of both our operations, we urge careful consideration of the implications of these decisions. We remain committed to collaborating with the UG in finding the most practical and cost-effective solution for all parties involved.

Thank you for your attention to this matter, and I look forward to further discussions on how we can proceed in a manner that aligns with our shared objectives.

Best regards,

A handwritten signature in black ink, appearing to read "Tom Groneman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tom Groneman
Board President
Kansas City Board of Public Utilities

Cc: William A. Johnson



PROCLAMATION

WHEREAS, Childcare Aware® of America and other organizations nationwide are recognizing Childcare Providers on this day; and

WHEREAS, childcare has provided a safe, nurturing place for the enrichment and development of millions of children nationwide and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable childcare providers are for the well-being and economic security of Wyandotte County, Kansas City, Kansas young children, families, and communities; and

WHEREAS, childcare programs, which are mostly small businesses, run and staffed predominantly by women, continue to recover from the health and financial hardships stemming from the pandemic to meet the needs of more families; and

WHEREAS, Wyandotte County, Kansas City, Kansas recognizes that childcare has been and continues to be a lifeline for families, communities, and the economy. As such, it has provided much-needed support to providers to help sustain the viability of childcare by prioritizing childcare as an integral part of our Community Health Improvement Plan (CHIP) and passing a Community Benefits ordinance that utilizes a portion of development fees from new development projects in our community for childcare programs; and

WHEREAS, the future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim May 10, 2024, as:

“Provider Appreciation Day”

in Wyandotte County/Kansas City, Kansas. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Ana Marin, Executive Assistant amarin@wycokck.org x5010	Mayor's Office
AGENDA ITEM #6.3.		
COMMUNITY INPUT AND RECOMMENDATIONS		
BACKGROUND		
Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government's span of interest and control. Participants will be limited to three minutes in duration. Citizens appearing in the Municipal Office Building will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk's Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for the requested participant's guaranteed inclusion to be recognized for comment and participation.		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		

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



Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Wendy Green, Assistant Counsel wmgreen@wycokck.org x5679	Legal
AGENDA ITEM #		
RESOLUTION: AUTHORIZING TRANSFER OF TITLE OF REAL ESTATE TO KANSAS CITY HOUSING AUTHORITY		
BACKGROUND		
RESOLUTION: A RESOLUTION AUTHORIZING THE TRANSFER TO KANSAS CITY AUTHORITY THE LEGAL TITLE OF MULTIPLE PROPERTIES THEY HAVE BEEN OPERATING AND MANAGING FOR MANY YEARS, SUBMITTED BY WENDY GREEN, DEPUTY CHIEF COUNSEL.		
RECOMMENDATION		
Approve		
To adopt the Resolution.		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
n/a		
PROCUREMENT CONSIDERATIONS		
n/a		
LEGAL CONSIDERATIONS		
To adopt the resolution.		
ATTACHMENTS		
Reso for Transfer of Multiple Properties to KCKSHA, UG to HA - KS Warranty Deed - Multiple Properties		

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

Approved. [Signature] 4/4/2024

[Signature] 4/4/2024

RESOLUTION NO. R-_____

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT TO TRANSFER
REAL ESTATE TO THE KANSAS CITY, KANSAS HOUSING AUTHORITY**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) is the legal owner of multiple housing units in Kansas City, Kansas as set out more fully in Exhibit A (collectively referred to as the “Properties”); and

WHEREAS, the Properties were acquired by both purchase and condemnation specifically for the use of the Kansas City Kansas Housing Authority (“KCKHA”); and

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

WHEREAS, KCKHA has been operating these Properties as various public housing developments since they were built; and

WHEREAS, KCKHA is a separate legal entity from the Unified Government and the Properties should have been transferred to its ownership back when the developments were built.

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

Section 1. That the Unified Government Board of Commissioners hereby approves the transfer of the Properties listed in Exhibit A, all in Kansas City, Kansas, to the Kansas City Kansas Housing Authority by way of deed.

Section 2. That the County Administrator and other officials and representatives of the Unified Government are hereby authorized to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, such deeds and any such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

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

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____ 2024.**

Tyrone A. Garner
Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Chief Counsel

Exhibit A

Lots 1 through 24, and the South half of Lot 25, Block 3, ROCK ISLAND PLACE NO. 3, an addition in Kansas City, Wyandotte County, Kansas (Parcel No. 067545)

Lots 28, 29, 30, 31, and 32, Block 4, ROCK ISLAND PLACE NO. 2, an addition in Kansas City, Wyandotte County, Kansas (Parcel No. 067553)

Lots 29, 30 and 31, Block 63, in WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 080182)

Lots 7 to 19, both inclusive, Block 6, SPLITLOG PARK, an addition in Kansas City, Wyandotte County, Kansas (Parcel No. 071389)

Lots 1 to 56, Block 99, and Lots 1 to 28, Block 106, WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 080376)

Lots 6, 7, and 8, Block 102, WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 080785)

Lots 43 and 44, Block 42, in WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 081122)

Lots 19 and 20, Block 55, in WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 081139)

Lots 17 and 18, Block 55 in WYANDOTTE CITY, now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 081388)

Beginning at the Southeast corner of Lot 7 in Block 97 in WYANDOTTE CITY now a part of Kansas City, Wyandotte County, Kansas; thence along the North line of an existing 18 foot wide alley; calling said line due West a distance of 250.00 feet to the Southwest corner of Lot 16 Block 97; thence North 00°00'50" East along the West line of said Lot 16, 103.00 feet; thence East 115.00 feet, to a point 15 feet East of the West line of Lot 12, Block 97 and being 103.00 feet North of the South line of Lot 12; thence South 85°25'33" East a distance of 135.43 feet to a point on the East line of Lot 7 Block 97 and being 92.20 feet North of the Southeast corner of said Lot 7; thence South 00°00'50" West, 92.20 feet to the point of beginning. (Parcel No. 082178)

Beginning at a point on the South line of Lot 37, 9 feet West of the Southeast corner of said Lot 37, Block 97 in Wyandotte City, now Kansas City, Wyandotte County, Kansas; thence along the North line of Nebraska Avenue; calling same due West; a distance of 191.00 feet to the Southwest corner of Lot 30, Block 97; thence North 00°00'50" East along the West line of said Lot 30, 133 feet to the Northwest corner of Lot 30; thence East along the South line of an 18 foot wide alley, 191.00 feet to a point on the North line of Lot 37 and being 9.00 feet West of the Northeast corner of Lot 37; thence South 00°00'50" West and being 9.00 feet West and parallel with the East line of Lot 37; 133.00 feet to the point of beginning. (Parcel No. 082182)

Lots 38, 39, 40, 41 and 42, Block 53, WYANDOTTE CITY, an addition now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 082310)

Lots 1, 2, 3, 4, 5 and 6, in Block 1 in BELMONT, an addition now in and a part of Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof (Parcel No. 090600)

Lots 20, 21, 22, 23, 24, 25 and 26, Block 3, LOWELL SPRINGS, an addition in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 092682)

Lots 11, 12, 13 and 14, and the East 17 feet of Lot 15, GOODMAN'S ADDITION, now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 094113)

Lots 24 to 33, in Block 3, MOUNT PLEASANT, an addition now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 094379)

Lots 21, 22, 23 and 24, in Block 7, EDGERTON PLACE, an addition now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 094626)

Lots 1, 2, 3 and 4, Block 5, EDGERTON PLACE, an addition now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 094704)

Lots 10, 11, 12 and 13, in Block 1, HAFNER'S GROVE, an addition now in and a part of Kansas City, Wyandotte County, Kansas (Parcel No. 109204)

Lots 17, 18, 19 and 20, Block 5, all in GORDON PLACE, an addition in Kansas City, Wyandotte County, Kansas (Parcel No. 111571)

Lots 11, 12, 13 and 14, Block 6, all in GORDON PLACE, an addition in Kansas City, Wyandotte County, Kansas (Parcel No. 111592)

Lots 7 through 11, in JULIN'S ADDITION, now in and a part of Kansas City, Wyandotte County, Kansas, also commencing 40 poles East of the Northwest corner of the Southwest 1/4 of Section 10, Township 11, Range 25, thence South 156 3/4 feet, thence East 276 feet, thence North 239.9 feet, thence West 227 1/2 feet, thence South 83 feet, thence West 48 1/2 feet, less the North 92 feet in ELLIS ADDITION, in Kansas City, Wyandotte County, Kansas (Parcel No. 119204)

The North 1/2 and the South 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 11, Range 25, in Kansas City, Wyandotte County, Kansas, except that part thereof taken or used for public road purposes. (Parcel No. 912221)

KANSAS WARRANTY DEED

On this ____ day of _____, 2024, the City of Kansas City, Kansas now known as the City of Kansas City, Kansas now known as the Unified Government of Wyandotte County/Kansas City, Kansas (“Grantor”) **CONVEY(S) AND WARRANT(S)** to The Housing Authority of Kansas City (“Grantee”) all of the following-described real estate in Wyandotte County, Kansas:

See Attached "Exhibit A"

by way of gift or donation.

SUBJECT TO: easements, restrictions, reservations, and covenants of record, if any.

David Johnston, County Administrator

STATE OF KANSAS)
COUNTY OF WYANDOTTE) ss.

This instrument was acknowledged before me on this ____ day of _____, 2024, by David Johnston, who affirms that he is the County Administrator for the Unified Government of Wyandotte County/Kansas City, Kansas and has authority to execute this Warranty Deed as such.

Notary Public

Pursuant to K.S.A. 79-1437e, a real estate sales validation questionnaire is not required due to Exemption No. 4.

Exhibit A

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Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Rankin, Assistant Counsel mkrankin@wycokck.org x5085	Legal
AGENDA ITEM #		
RESOLUTION: CERTIFYING COSTS OF 2024 PRESIDENTIAL PREFERENCE PRIMARY		
BACKGROUND		
THE RESOLUTION CERTIFIES THE COSTS INCURRED BY WYANDOTTE COUNTY IN CONDUCTING THE 2024 PRESIDENTIAL PREFERENCE PRIMARY SO THE UNIFIED GOVERNMENT CAN SEEK REIMBURSEMENT OF SAID COST FROM THE STATE, SUBMITTED BY MICHAEL RANKIN, ASSISTANT COUNSEL. PURSUANT TO K.S.A 25-4508, THE STATE SHALL REIMBURSE COUNTIES FOR ALL NECESSARY AND DIRECT EXPENSES INCURRED BY THE COUNTY IN CONDUCTING A PRESIDENTIAL PREFERENCE PRIMARY.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
n/a		
PROCUREMENT CONSIDERATIONS		
n/a		
LEGAL CONSIDERATIONS		
To adopt the resolution.		
ATTACHMENTS		
Resolution Approving Election Expenses with Attachment		

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

[Signature] 4/15/2024
[Signature] 4/15/2024

RESOLUTION NO. _____

**A RESOLUTION CERTIFYING ALL NECESSARY DIRECT EXPENSES OF THE
2024 PRESIDENTIAL PREFERENCE PRIMARY ELECTION**

WHEREAS, the State of Kansas elected to utilize a Presidential Preference Primary in lieu of caucuses to aid political parties in selecting candidates for the 2024 Presidential Election; and

WHEREAS, pursuant to K.S.A. 25-4508, the board of county commissioners is required to certify, within sixty days after a Presidential Preference Primary, all necessary direct expenses incurred by the county in conducting such election to the Secretary of State so the costs can be reimbursed by the state; and

WHEREAS, on March 19, 2024, the Wyandotte County Election Office conducted a Presidential Preference Primary pursuant to law; and

WHEREAS, the Wyandotte County Election Office has determined the sum of all necessary direct expenses to conduct the Presidential Preference Primary to be \$164,856.25, as set out in Attachment A; and

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

Section 1. The Unified Government of Wyandotte County/Kansas City, Kansas, certifies the expenses described in Attachment A were the necessary and direct expenses incurred by the county in conducting the 2024 Presidential Preference Primary.

Section 2. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____
DAY OF ____, 2024.**

Tyrone Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Chief Counsel



Wyandotte County Election Office

Michael G. Abbott, Election Commissioner
Zachary L. Hunt, Deputy Election Commissioner

Attachment A

2024 Presidential Preference Primary Election Direct Election Expenses

*In compliance with the provisions of **K.S.A. 25-4508**; "Not later than sixty (60) days following a presidential preference primary election held pursuant to this act, the board of county commissioners of each county shall certify to the secretary of state the amount of all necessary direct expenses incurred by the county in conducting the presidential preference primary election. Payment for such expenses shall be made to the county treasurer of the county upon warrants of the director of accounts and reports pursuant to vouchers approved by the secretary of state. Upon receipt of such payment and reimbursements, the county treasurer shall deposit the entire amount thereof in the county election fund."*

Per K.A.R. 6-1-1, the following direct expenses were associated with the 2024 Presidential Preference Primary Election conducted on March 19th, 2024 in Wyandotte County:

- Election Judges and Clerks \$59,014.47
- Printing of Ballots and Preparation of Voting Machines \$42,191.18
- Notices \$37,702.54
- Transportation of Voting Machines and Supplies \$14,966.27
- Rental of Polling Places \$8,970.00
- Pollbooks \$2,011.79
- Total \$164,856.25

In testimony whereof, I have set my hand and affixed my official seal this 3rd day of April, A.D. 2024.



Michael G. Abbott
Election Commissioner
Wyandotte County





County Administrator's Office
David W. Johnston, County Administrator

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

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

NOTICE OF PENDING APPOINTMENT

DATE: 4/26/24

BOARD POSITION: Economic Redevelopment Advisory Committee

INCUMBENT REPLACED: N/A - Newly created.

ADDRESS: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSIONER: Tom Burroughs

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Chief Justic Karen Arnold-Burger

ADDRESS: _____

EMAIL/PHONE: _____

TERM OF OFFICE: 5/2/24 – 12/15/25

SIGNATURE OF APPOINTING COMMISSION MEMBER

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

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

**PLANNING & ZONING AND
REGULAR SESSION
MARCH 2, 2023**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Regular Session Thursday, March 2, 2023, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. The following officials were also in attendance: Cheryl Harrison-Lee, Interim County Administrator; Misty Brown, Chief Counsel; Angie Lawson, Interim Chief Counsel; Gunnar Hand, Director of Planning and Urban Design; Brett Deichler, UG Clerk; and Brittnie MacDonald, UG Clerk's Office.

Mayor Garner said before I call the meeting to order, I want to announce that some commissioners, staff, and the public are attending remotely via Zoom, by phone, or on-site. All participants joining by phone should mute their phones when not speaking to avoid background noise.

During the meeting, please make sure that you announce yourself by name and title every time you speak so the public that is observing knows exactly who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General's Office.

Mayor Garner said I will now call the meeting to order. Roll call.

Roll call: Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs, Garner.

Mayor Garner said the invocation tonight is going to be given by Police Chaplain Annie Erickson, immediately followed by the Pledge of Allegiance.

Jeff Harrington, Mayor of Bonner Springs, KS, said I just wanted to bring you all farewell and greetings from the southwest portion of Wyandotte County. I'll let you know that this evening I wanted to make mention of our paid professional staffed fire department. We have an emergency services sales tax that supported our fire department very well. We have a ladder truck, several pumpers, a brush truck, and other various equipment that are professionally manned as well as two state-of-the-art paramedic ambulances as well, advanced life support. It's an honor to be there and that's part of the quality of life in Bonner Springs providing these emergency services to our community. They're working through that and growing very well. So, greetings.

Mayor Garner said I'll ask the Clerk if there are any revisions to tonight's agenda. **Mr. Deichler** said no revisions tonight.

Mayor Garner said tonight, we have three distinct parts to our meeting. The Regular Commission portion will be heard first followed by the Planning and Zoning portion, and concluding with the Land Bank Board of Trustees.

MAYOR'S AGENDA

Item No. 1 – 211724...RESOLUTION: APPOINTING COUNTY ADMINISTRATOR

Synopsis: A resolution appointing the County Administrator by Tyrone Garner, Mayor/CEO.

Mayor Garner said the first item is the appointment of a permanent county administrator where I'll be seeking the consent of your Unified Government Commission. I'd just like to announce to the public that it was a long process. I made a commitment to make sure the process was timely, transparent, thorough, and inclusive. It's a process that started back in October and ended with three candidates being brought forward.

The decision wasn't easy as that task force that was tasked with this national search of over 30 candidates and brought forth three candidates, all of which were qualified. The decision came to who was best qualified to meet the needs and the concerns and the challenges that face Wyandotte County today.

I'm proud to announce that appointment recommendation to our full commission is Mr. David Johnston who has been appointed for the position of county administrator. I'll ask the Clerk to read a letter from Mr. Johnston.

Brett Deichler, UG Clerk, read the letter as follows:

Dear Unified Government Commissioners:

I want to thank you for asking me to come and meet with you last week. As I read the charter ordinance, I found a key section that highlights the foundational role of the county administrator:

"The county administrator shall be the chief administrative officer of the unified government and shall be responsible to the commission for administration of all unified government affairs placed in his or her charge by or under the authority of the commission."

As it is clearly stated here, this position is accountable to the entire commission. Thus, it was important for me to meet with you, the entire commission. We discussed my experience and background and, from your questions, the important issues facing Wyandotte County/Kansas City. I appreciated the respectful and comfortable setting which aided the good 2+ hour dialogue we had.

During our meeting, we both agreed that a strong partnership between the commission and the administrator is needed for a successful partnership. One of the primary responsibilities of the county administrator is to assist the commission make the best and most-informed decisions to best serve the citizens. I mentioned that, as a bridge from the commission to the staff, to the community stakeholders, and to the citizens, I would strive to keep all abreast through effective communication to meet this responsibility.

There are great opportunities and challenges facing the Unified Government of Wyandotte County/Kansas City, Kansas. I picked up a "can-do" spirit that exists there. From GovHR's recruiting brochure, from all the people I met during the selection process, and from our discussion last week, I sensed the strong community spirit that will do what is necessary for a sound and bright future. Yet, again, we discussed in our meeting the importance of keeping and earning the public trust in serving the public and meeting its needs, both in the neighborhoods and in larger arenas. I found it refreshing to see this spirit and the commitment to work for success in all fronts of public service.

March 2, 2023

I enjoyed our direct conversation on important issues facing Wyandotte County/Kansas City, Kansas. I shared my experience with economic development/redevelopment, with financial management, with dealing with various social issues facing a community, with capital investment, and with employee morale and development. Additionally, I talked about my success in intergovernmental relations and in relationship building to focused on meeting the needs of the community. From the questions you asked me, I hope you can see that I am more than able to assist you in moving Wyandotte County continually in a positive direction forward.

I left our meeting last week with a stronger desire to serve as the Unified Government's next county administrator. My wife and I are excited to call Wyandotte County our new home. Thank you again for the invitation to meet you, the Unified Government Commission, last week. I hope our discussion gave you confidence that we can work together to meet the needs of all the Wyandotte County citizens.

Respectfully, David W. Johnston.

Mayor Garner said again, it was a long process. It was a thorough process. I know that we've all had time to spend with Mr. David Johnston, and he's excited on the possibility of coming to Wyandotte County. Again, it was a process that involved the selection from the task force that really worked hard over the course of months to get us to where we're at today.

I'd like to thank Mayor Harrington, Bill Johnson, and every member that was appointed by this Commission that was on that task force that really helped guide us to getting us to where we're at today in an appointment recommendation for David Johnston.

At this time, I'll open it up for questions from our Commission.

Commissioner Markley said I just want a little bit of clarification on where we're at as far as the contract and whether the contract is done and whether it's been read by our Legal or whether that's still pending.

Mayor Garner said the information you have is a data sheet on where we're at now. There is no final contract as of today. Legal has been involved in the process. Once the contract is completely reviewed for legality and to form, the Chief Counsel will make sure that it's disseminated to the full Commission.

Commissioner Markley said this may be a question for Legal. Can we make a motion indicating that we approve assuming that if there are variations from this term sheet that it comes back to us for ratification?

Angie Lawson, Interim Chief Counsel, said yes, but that would be difficult because it is a term sheet. With the term sheet, you're going to have differences. You'll have terms that are filled in, so that would almost inevitably necessitate that it come back because there would be additional items that would have to be flushed out from the term sheet.

Commissioner Markley said I guess I'm not so much concerned with the flushing out because, obviously, a term sheet is more of a summary. I'm more concerned about if there are things that are in here now that are substantially different in the final version. I don't know if there's a way we can phrase that to say—if we say the salary is going to be this and it's going to be a hundred thousand more, I'm not saying that would happen, but just as an example. That's a big difference and that would need to come back for our approval. So, I mean, if you can help me with some language that would get us to that point. If it's close to this and we're just filling in the between stuff, I'm good with that. If it's substantively different than this, I think it needs to come back to this Commission.

Ms. Lawson said the grey area would be in the additional terms. That might be more than flushing out.

Commissioner Markley asked, if I made the motion and limited it to conflicting terms, would that be helpful? **Ms. Lawson** said yes. That would be far easier to know when it needed to come back. **Commissioner Markley** said I'll just go ahead and try a motion based on that.

Action: **RESOLUTION NO. R-15-23**, “A resolution authorizing the appointment of David W. Johnston as the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas; and authorizing the negotiation and execution of an employment agreement in connection with the appointment.” **Commissioner Markley made a motion, seconded by Commissioner Davis, to adopt the resolution with the understanding that if the contract results in terms that are in conflict or significantly different than the terms laid out in the term sheet, that it be returned to the Commission for final ratification.** Roll call was taken

and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Mayor Garner said thank you, Commission. Thank you for everybody involved, and congratulations on the appointment, and consent by this full Commission unanimously, to Mr. David Johnston to be the next county administrator, which will be effective, we hope, on March 27th of this month.

Item No. 2 – 212309...APPOINTMENT: MUNICIPAL COURT JUDGE PRO TEMPORE LIST

Synopsis: Approval of a Judge Pro Tempore list to serve in Municipal Court, submitted by Meaghan Shultz, Administrative Judge.

Meaghan Shultz, Administrative Judge, said under Section 23-11, the list for pro tem judges has to be submitted no less than annually. This list that I’m submitting only covers 2023. We will be coming back for 2024.

The process that I engaged in is I contacted the Wyandotte County Bar Association, asked them to send a notice to all of the members soliciting attorneys who were interested to contact me, and this list is based off of the responses that I received. I was surprised that other than Ms. Milor, who’s already on, that no other women requested to be on the list. I was also very surprised that there were no people, black, indigenous people of color that wanted to be on the list, but I went with what I had so this is the list that I have for 2023.

I would envision for 2024 maybe trying to do a different type of outreach, but with our VAWA grant, which provides for the pro tem for the domestic docket, I am concerned about being at all not in compliance with that, so I need this list approved as quickly as possible. Judge Ryan has been filling in on that, but starting March 15th, he has a commitment every Wednesday morning and will not be able to continue to fill in that spot for us. So, I need to be able to get somebody else to handle that for us.

Commissioner Bynum said I read the letter that was submitted in the packet, and we do have the names. The question I had when I read the letter, and I’ll ask you tonight, is twofold. I thought

the outreach was interesting to the Bar Association. Does our judge pro tem need to be a Wyandotte resident? **Judge Shultz** said it is. They are given preference, which is why that's how I did the outreach.

Commissioner Bynum said they need to be an attorney which is why we outreached to the Bar Association. **Judge Shultz** said yes.

Commissioner Bynum said so ultimately, the question that I really have is, I'm fine with the list, but I also am cognizant of the concern that you bring forward, and also our need to stay compliant with our violence against women grants. So, we have a lot of moving parts here. Is it possible for us to approve the list but also open to more outreach for maybe a broader response? Can both things happen is what I'm asking?

Judge Shultz said I believe so. Ms. Lawson, do you agree with that? I think I have to have something approved, but then we can continue to do additional outreach. **Angie Lawson, Interim Chief Counsel**, said and amend it. (inaudible) **Commissioner Bynum** said that would be my recommendation.

Commissioner Davis said Commissioner Bynum actually took my question. That was kind of the main thing. Maybe adding law schools to see if there's folks that are teaching law if they could also be added. I don't know if they were considered outside of the Bar Association or not. Just folks in academia that may live in Wyandotte County.

Judge Shultz said as long as they're licensed, yes. Absolutely. I think I just kind of have that general assumption, that most people do, that if you're an attorney in Wyandotte County, you belong to the Bar; but if you really are not practicing in the county, for example, you teach at UMKC or KU, you may not because there is obviously a cost involved with joining the Bar Association.

Action: **Commissioner Davis made a motion, seconded by Commissioner Ramirez, to approve.**

Commissioner Townsend said I did have a few questions, too. When does the next outreach period begin; you mentioned for next year? **Judge Shultz** said as long as the Legal Department does not have a problem, I would like to start quickly within the next couple of months.

Commissioner Townsend said the reason I asked that, I would be more than happy to share with you, and anyone else who's working on that, contacts to minority and women bar associations, which we contacted when we were looking for the last judicial position. That may be of help, too. I guess it's never too early to start. **Judge Shultz** said I would really appreciate that if you would send me that list. **Commissioner Townsend** said I can give it to you tomorrow.

Commissioner Townsend said with the judge pro tem, this may seem an interesting question to some, but the judge pro tem, need they have been an actual sitting judge before? **Judge Shultz** said no. That is not a requirement. **Commissioner Townsend** said I knew at some time in the past it was not. I didn't know if that needed to be changed. I would be happy to give you that information tomorrow. **Judge Shultz** said they cannot actively be a full-time prosecutor, but they don't have to be a sitting judge. They can be like a part-time like I know Gardner does a part-time prosecutor. Fairway, I think, does a part-time prosecutor. They can have that, but if they're a full-time prosecutor, they cannot.

Roll call was taken on the motion and there were ten "Ayes," Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

REGULAR CONSENT AGENDA

Mayor Garner asked, do any members of the Commission or County Administrator wish to set aside any item on the Regular Consent Agenda? If an item is not set aside, all items on the Regular Consent Agenda will be voted on by one vote.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve as submitted.** Roll call was taken and there were ten "Ayes," Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 1 – 212310...NOMINATIONS: BOARDS AND COMMISSIONS

Synopsis: Nominations for Boards and Commissions:

Jane Philbrook to the Wyandotte County Park Board from 3/2/2023 to 12/31/2023, submitted by Commissioner Markley.

Rosemary Eilts to the Planning & Zoning Commission from 2/23/2023 to 12/31/2023, submitted by Commissioner McKiernan.

Carlen Davis to the Wyandotte/Leavenworth Advisory Council on Aging from 3/2/2023 to 12/31/2025, submitted by Commissioner Burroughs.

Carla Whiteside-Hicks to the Housing Authority from 3/2/2023 to 12/31/2025, submitted by Commissioner Burroughs.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve as submitted.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 2 – MINUTES

Synopsis: Minutes from the Commission meeting on June 9, 2022, the Special Session meeting on February 2, 2023, and the Executive Session meeting on February 16, 2023.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve as submitted.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 3 – WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated February 9 and 16, 2023.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to receive and file.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

PUBLIC HEARING AGENDA

No items

STANDING COMMITTEES' AGENDA

No items

ADMINISTRATOR'S AGENDA

Item No. 1 – 212308...PRESENTATION: STRATEGIC ENGAGEMENT- BUDGET PROCESS

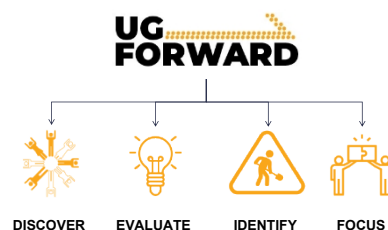
Synopsis: Suggestions for strategic engagement in the budget process and recommendations for continued progress for the Unified Government, submitted by Cheryl Harrison-Lee, Interim County Administrator.



Cheryl Harrison-Lee, Interim County Administrator, said I'm excited to present to you tonight a compilation of considerations and next steps that will be beneficial as you transition and prepare to receive your new permanent administrator and begin developing the 2024 budget.

UG FORWARD **Reimagining the** **Next 25 Years**

- **DISCOVER** new ways to strengthen engagements among residents, local government, and the business community.
- **EVALUATE** the current organization and identify areas for improvement while highlighting and capitalizing on the strengths that will benefit our citizens.
- **IDENTIFY** economic development opportunity that create access, equity and shared prosperity
- **FOCUS** on superior customer service as a daily practice.



March 2, 2023

Since my early days here at the Unified Government, I developed and utilized the DEIF framework. Our focus on engagement, evaluation, economic development, and customer service has helped us to make strides for progress for the Unified Government.

Discover. We've enhanced our engagement efforts with community survey, DOTTE Talk, and other methods for outreach.

Evaluate. We've conducted three high-level assessments, and the recommendation is for completion of additional assessments as you move forward.

Identify. We've started work on an economic development strategic plan that we hope will create opportunities for the Unified Government to generate new revenue as a means to address the structural budget deficit.

Focus. Finally, we've developed programs and systems that will hopefully improve service delivery and customer service internally and externally. These are good steps for us to take in an interim capacity, but there are more opportunities for growth ahead.

UG FORWARD

Challenges and Suggested Areas of Focus for the Future

- Adopt and Align Strategic Priorities
- Address Structurally Imbalanced General Fund
- Prioritize Economic Development and Community Development
 - Leadership and Realignment
- Overhaul CMIP Planning and Execution Processes



**UG
FWD**

We've accomplished many things with the great work of the staff. As with all organizations, there are challenges and areas of focus for the future, which I will detail throughout the rest of this presentation. The first is to align strategic priorities with the fiscal resources and consider methods for addressing the structurally imbalanced General Fund. Prioritizing Economic and Community Development and ensuring that these departments have the appropriate leadership as well as looking into realigning these departments as needed. There's a need to evaluate and overhaul the CMIP, both in planning and execution, with a specific focus on reviewing funding sources for CMIP projects to align with best practices. This was reviewed in our organizational assessment, and it was further evidenced in the review of our biosolids project.

March 2, 2023

UG FORWARD**Challenges and Suggested Areas of Focus for Future Budgets (cont'd)**

- Invest in the Workforce
 - Training (Leadership/Supervisory Skills)
 - Equipment/Technology
 - Compensation/Classification Reviews
 - Fully Implement HR Assessment Recommendations
- Strengthen Internal Structures and Processes
- Fill Key Vacancies

**UG
FWD**

Moving forward, we'll require an investment in the workforce, both through training and compensation, as well as full implementation of the recommendations from the HR assessment. We'll need to strengthen internal functions such as political turbulence and the assessment recommendations of Procurement, Communications, and Human Resource processes with an emphasis on evaluating the implementation of the Workday ERP. The barriers are keeping the Unified Government from becoming a high-performance organization, so a harmonious and productive work environment will reduce liability to focus and have clarity regarding rolls and responsibilities among administration and the legislative branch, as well as deter continued stagnation.

UG FORWARD**Establishing Strategic Priorities and Goals**

- Develop Clear Vision for Future
 - Engage Mayor & Commission
 - Engage Community
 - Engage Workforce
- Set Priorities and Goals
 - Develop Key Performance Indicators
 - Develop Bi-Annual Workplan
- Continue Strategic Visioning and Budget Process Efforts

**UG
FWD**

As you work to establish strategic priorities and goals, it is important that the engagement of the mayor, commission, the community, and the Unified Government staff occur. While setting priorities and goals, there should be consideration for development of key performance indicators and a biannual work plan, along with the goal of continued strategic visioning along with the budget process.



Increasing revenue. In order to increase the revenue, development of a multi-year strategy and plans to grow revenue and build out the city in an equitable way are critical. To do this, a few things would be to organize the Economic Development/Community Development functions around a set of strategies, priorities, standards, and best practices to add transparency, clarity, predictability, and accountability for the budget allocation, development initiatives, and incentive packages. To consciously cultivate consideration and cooperation among and between all the entities, both internal and external, that affect development in the UG.

Recruit, retain trained, talented, experience, highly-effective, outcome-oriented, collaborative, and customer service-oriented economic and community development professionals. Hiring an ACA with expertise and a record of success with planning, economic development, and community development; and to review existing revenue sources for appropriate adjustments as well. All said, you can't cut your way out of this. We have to build your way out. The only way to do that is to develop a targeted focus on economic development.

This month, we launched the RFQ redevelopment process for three UG-owned sites. We hosted an introductory webinar earlier this week and we had almost 80 attendees. The RFQ has been crafted now, and it's expected to be released by the end of the month.

UG FORWARD**Control and Reduce Expenditures**

- Continue Implementing Audit Recommendations
- Conduct Scheduled Business Process Reviews Develop Multi-Year Strategy for Identifying Operational Efficiencies and Aligning Operations with Strategic Priorities
- Implement a Biannual Operating Budget process that incorporates Priority Based Budgeting



In your effort to control and reduce expenditures, the following strategies are suggested. Continue implementing the recommendations of the three performance audits. Also, consider looking into additional audits once some of the short-term and mid-term recommendations have been addressed. Conducting extensive deep dive business process reviews on departments, operations in three categories at least two, maybe annually.

Development programs would include and departments would include Public Works, CMIP projects like biosolids, Planning development review, BPU, public safety. We have the fire assessment that we spoke about previously. We have, also, management systems that we've implemented: Workday, looking at how we can enhance Workday for our HR, Payroll, Procurement, IT, and Communications; as well as our customer-facing systems: 311, permitting, and those items that were identified in the citizen survey and employee survey. Also, developing a multi-year strategy for addressing identified opportunities for operational efficiencies along with strategic priorities and eliminating the deficit in the 2023 budget. Implementing a biannual budget process that incorporates priority-based budgeting.

At this point, it might be advantageous to hit reset on priority-based budgeting just to make sure that we're understanding the core components of priority-based budgeting and inventory what we currently have and what the needs may be. Things like KPI or strategic plan, a performance management system would be beneficial to effectively implement priority-based budgeting. Priority-based budgeting is ideal for dealing with a structural deficit because it guides the decision-making process while evaluating the revenue. It is definitely the right idea. It just needs to be implemented with some of the other components to have the greatest impact.

Finally, priority-based budgeting allows for a long-term viewpoint to prioritize and address issues and implement initiatives.

UG FORWARD
Investments in
Workforce

- Fill Key Vacancies
- Train to Build Capacity
- Employee Rewards and Recognition



UG
FWD

Investment in the workforce should be three-fold: fill in vacancies, training to build capacity, as well as employee rewards and recognition. As we look at filling key vacancies, attracting and retaining high-quality employees, we are currently working to have recruitment firms ready at the disposal of the new permanent county administrator to use at their discretion. Looking at having the RFP issue so that he will have one or more firms to select from to be able to help with the recruitment of key positions.

Under filling key vacancies, also looking at pay equity reviews to address compression, classification, and compensation studies, performance evaluation, and pay for performance. Looking at the benefits package. Looking at effective succession planning and eliminating barriers for people wanting to come to the Unified Government to work.

Under training to build capacity, leadership, customer service, as well as continuous improvement. Finally, looking at employee rewards and recognition programs. People generally don't stay in positions because of compensation, but they stay because of job satisfaction and recognition and rewards. So, taking a look at rewards and recognition would be important.

There's a great sense of Dotte pride throughout this organization, and that contributes to the work ethic that the employees here have. We want to continue to maintain that work ethic.

Thank you.



UG
FORWARD

March 2, 2023

So, in conclusion, I've enjoyed the time I spent with the Unified Government. I want to thank you for the opportunity to serve in this capacity. We've been able to accomplish several things and there's still work to be done. I'm confident that the work we've done in the interim, along with the recommendations presented tonight, will help the governing body and the permanent administrator be well equipped in leading the Unified Government forward.

I want to congratulate Mr. Johnston and congratulate you on your decision for UG Forward, and I wish you well.

Mayor Garner said thank you, Administrator, and thank you for your service and your commitment and the positive contributions that you've provided not just to this Unified Government and this governing body, but to the great people that call Wyandotte County and Kansas City, KS, home. Thank you for your service.

Commissioner Bynum said, Administrator Cheryl Harrison-Lee, I want to also say thank you for the work that you've done with us here and the ways that you've kind of tried to push us forward with UG Forward. It is appreciated.

What I'm wondering is a couple of the bullet points that you've shared with us tonight through the presentation. As much for the public as for us, if you could expand on just a couple of them for me, if you don't mind. Number one, I know that the Commission, during all of our budget work last year and beyond, heard a lot from our professional staff and had a lot of conversations among ourselves about the structurally imbalanced General Fund. I'm wondering if you would discuss that broadly so that the public is able to digest it. I'll get out question number two so you have them both, and I've got them written down here for you.

The second one would be to talk to us more about what it is you are thinking with a biannual work plan. So those are my two discussion points. Again, I'm asking as much for us as I am for the public to have a broader and better understanding. The first issue is quite critical and the second issue probably plays into it.

Ms. Harrison-Lee said when we adopted the budget this year, we adopted that budget with a deficit. Generally what we found was that we were outspending our revenue. So, much like in your home, you have to really spend within the means; spend within what's coming in. At some

point, if you continue to take that revenue from savings or from reserves with the local government, you get to a point where you are no longer able to maintain stability.

So, the recommendation to look at a two-year budget is an opportunity to look a little bit further down the road. An opportunity to look at planning your infrastructure needs a little bit further down the road. It really helps you kind of look beyond just that initial year. When you develop that budget on a two-year basis, you really would adopt the first year with the second year not being adopted, but you've got it set. You can make adjustments to that second year once you get to that second year, but you've at least looked at two years.

Developing a work plan to align with those resources kind of helps keep a focus. When I facilitate, oftentimes I'll ask people when's the last time you went to McDonald's and asked for pizza. You don't do it. They're very focused on their product and they're good at what they do. So when you're focused on priorities and you have a long-term plan, I think it strengthens the organization. It makes the organization be in a better position to be a high-performing organization.

Mayor Garner said she didn't note it but, again, outside of us recognizing Ms. Harrison-Lee for the positive contributions that she's brought during her tenor, this will be her last commission meeting with this body, so I just wanted to make note of that. Thank you, again.

Action: For information only.

COMMISSIONERS' AGENDA

No items

Mayor Garner said that concludes the regular portion of tonight's meeting. We will proceed to the Planning and Zoning portion of tonight's Commission meeting.

PLANNING AND ZONING CONSENT AGENDA

Mayor Garner said I'll ask the Clerk to read the statement required by state law governing the Planning and Zoning portion of our meeting, followed by the items on the Planning and Zoning Consent Agenda.

Brett Deichler, UG Clerk, read the statement, required by state law, governing the Planning and Zoning portion of the meeting.

A valid protest petition was filed in the Clerk's Office protesting SP2022-113 – Lynne Beaver to operate an event space at 2651 S. 24th St. The petition represented 34.76% of the property owners.

Mr. Deichler asked, does any member of the Commission wish to disclose any contact with proponents or opponents on any item on tonight's agenda? **Commissioner Markley** said I've had contact with opponents of the first item on the Non-Consent Agenda, SP2022-113. **Commissioner Bynum** said I've heard from opponents of A1, opponents on the Non-Consent, SP2022-113. **Commissioner Davis** said I've heard from opponents of SP2022-123. **Commissioner Kane** said I've had contact with SP2022-113 and another contact with SP2022-081. **Commissioner Burroughs** said A1 of the Non-Consent Agenda, both proponent and opponents. **Commissioner Stites** said proponents of SP2022-081. **Commissioner McKiernan** said opponents of SP2022-113.

Mr. Deichler said I will now read the Consent Agenda.

Mayor Garner asked, do any members of the Commission, County Administrator, or the public wish to set aside any item on the Planning and Zoning Consent Agenda?

Gunnar Hand, Director of Planning and Urban Design, said staff would like to request that Plan Review PR2022-052 – Eric Gentry with Victory Jeep, be removed from the Consent Agenda.

Mayor Garner said any item that is not set aside—all items on the Planning and Zoning Consent Agenda will be voted on by one vote to follow the recommendations of the Planning Commission. We've already had one set aside by Mr. Hand. I'll ask if anyone in attendance would like to set aside an item.

Mark Wolf, Home Rehab LLC, said regarding 4547 Melody Lane, I'd like to be set aside. **Mr. Hand** said that's Change of Zone COZ2022-052.

Commissioner Davis said just a quick question for Mr. Hand. In the event that some of the stipulations or the conditions for approval, let's say they are violated by an applicant, what are some of the actions that staff can take or we can take?

Mr. Hand said it depends on what type of case it is, but you can revoke a special use permit, for instance. There's a somewhat arduous process to do that. Otherwise, all conditions of approval have to be met or we can issue a notice of violation and move forward with the administrative citation process until that is corrected or rectified in some way.

Commissioner Davis said I just wanted to make sure there was some teeth to it.

Action: **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the Consent Agenda for Planning and Zoning, excluding the set asides.**

Mayor Garner asked, Clerk, is there anyone joining us virtually that has a set aside? **Mr. Deichler** said seeing none.

Roll call was taken on the motion and there were ten "Ayes," Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

CHANGE OF ZONE APPLICATIONS

Item No. 1 – 212288...CHANGE OF ZONE APPLICATION COZ2022-047 - AUSTIN THOMPSON WITH ATLAS LAND CONSULTING

Synopsis: Change of Zone from R-1 Single Family District to A-G Agriculture District for agricultural purposes at 4601 Gibbs Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The Applicant, Austin Thompson with Atlas Land Consultants, is seeking the approval of a variance related to a Change of Zone from R-1 Single Family District to AG Agricultural District for the subject property at 4601 Gibbs Road. The subject property was formerly agricultural homestead; however, the home was demolished, and the parcel was split for a new home construction for the adjacent property approximately 1993. The Change of Zone has been requested so that the Property Owner can construct structures for the maintenance of the property without the requirement to build a dwelling, as the Property Owner lives in the adjacent

parcel and has already reached their limit of one (1) accessory structure as allowed by zoning ordinance. This application is being heard in conjunction with BOZA2022-069 for a variance related to lot width to depth ratio. The Planning Commission voted 6 to 0 to recommend approval of Change of Zone Application COZ2022-047, subject to:

1. The City Planning Commission case is being heard in conjunction with BOZA2022-069 (Approved). Any approval by the City Planning Commission or Board of Commissioners of this case, and the conditions of approval contained herein, are contingent, and shall only go into effect, upon the approval of BOZA2022-069 by the Unified Government Board of Zoning Appeals and upon any ordinance publications required by law;
2. If approved and should livestock be introduced to the property or timber stand improvements to be made, the applicant should contact the Conservation District for technical assistance per the comments below to update their Conservation District Plan accordingly;
3. An access agreement must be filed to maintain the drive access between the subject property and the adjacent property at 4611 Gibbs Road;
4. The abandoned driveway and any remaining equipment and debris must be removed. The sod or grass shall be repaired;
5. All parking must be on an improved surface;
6. A timber stand buffer shall be maintained around the perimeter of the property;
7. 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;
8. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
9. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located; and,
10. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not

submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Change of Zone Application COZ2022-047, subject to the stipulations. Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 2 – 212289...CHANGE OF ZONE APPLICATION COZ2022-052 – MARK WOLF WITH HOMES REHAB LLC

Synopsis: Change of Zone from R-1 Single Family District to R-2 Two Family District for a duplex at 4547 Melody Lane, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The Applicant, Mark Wolf with Home Rehab LLC, is requesting a Change of Zone from R-1 Single-Family District to R-2 Two-Family District for the subject property at 4547 Melody Lane. The Change of Zone has been requested so that the Applicant can revert the home into a duplex, which is its original use. The subdivision restrictions require homes in the neighborhood to be built as two-family or duplex homes, however the area was previously downzoned to R-1 without regard to the building’s original construction. The home was converted to a single-family home and has fallen into disrepair. The Applicant is the new owner of the property and would like to revert the property to a two-family dwelling to be compliant with the deed requirements. This application is being heard in conjunction with BOZA2022-071 for variances related to setbacks and required rear yard open space. The Planning Commission voted 7 to 0 to recommend approval of Change of Zone Application COZ2022-052, subject to:

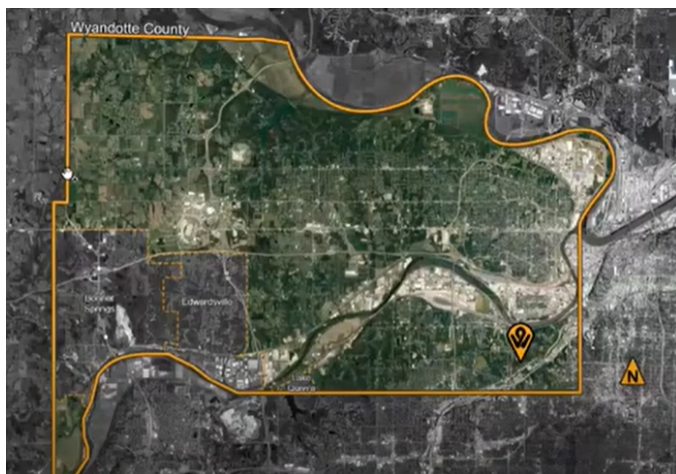
1. This City Planning Commission case is being heard in conjunction with BOZA2022-071 (Approved). Any approval by the City Planning Commission or Board of Commissioners of this case, and the conditions of approval contained herein, are contingent, and shall only go into effect, upon the approval of BOZA2022-071 by the Unified Government Board of Zoning Appeals and upon any ordinance publications required by law;
2. The parking pad at the front of the property that does not enter the rear yard shall be removed and replaced with sod or landscaping with the curb restored;
3. All driveway surfaces shall be upgraded or repaired to asphalt or concrete;
4. Any units rented to tenants shall obtain a rental license through the rental licensing department. Please contact Rental Licensing at 913-573-8649 for more information;
5. 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;

6. 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;
7. All existing and future driveways must feature curb cuts that are constructed to UG standards;
8. The sidewalk from the front door entrance to the Melody Lane curb shall be repaired and replaced; and,
9. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

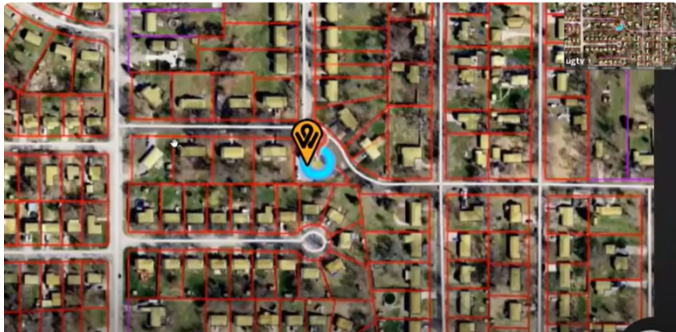
Case	
COZ2022-052	
Petitioner	Address
Mark Wolf	4547 Melody Lane
Synopsis	
Approval of a Change of Zone from R-1 Single-Family to R-2 Two-Family district in order to bring a legal non-conforming duplex into compliance. The Board of Zoning Appeals approved BOZA2022-071 at their 02.13.2023 hearing.	

Gunnar Hand, Director of Planning and Urban Design, said this case is heard in conjunction with BOZA Case 2022-071, which was approved technically last month by the Board of Zoning Appeals. Again, this case is regarding a change of zone from R-1 to R-2. This is a legal non-conforming duplex that was caught up in a blanket rezoning probably in the 1970s.

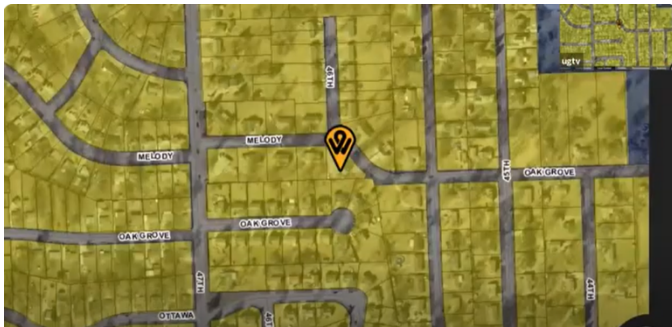


March 2, 2023

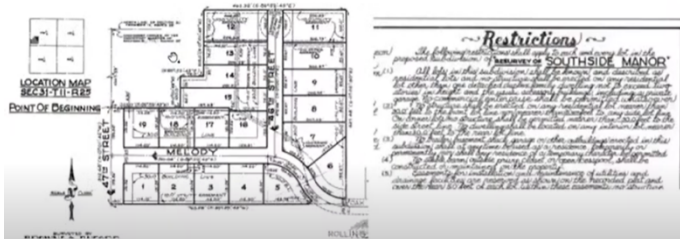
This is in the City-Wide Master Plan area, kind of in the Turner, maybe Shawnee Heights portion of the community.



We received no letters in opposition; no letters in support.



There were some older notices of violations on the property prior to the current property owner. Staff agrees with the Planning Commission to recommend approval with all conditions attached.



March 2, 2023

Mayor Garner said I'll ask the applicant or representative to present their application.

Mark Wolf, Home Rehab LLC, 8101 College Blvd., Ste. 100, said I purchased this property with the intent to remodel it and spend about \$125,000. It's in extremely bad shape. There was a condition that was not discussed at the variance or zoning meeting a couple of weeks ago that came through an email from a Ms. Janet Parker, and that was to remove the existing concrete drive on the east side of the property. That was not discussed. That's an existing concrete driveway that's in extremely good condition. It would cost me about \$8,000 to put it in today. It will cost me about \$3 - \$4,000 to have it removed.

One of the concerns at the neighborhood meeting with the neighbors, and there were four or five neighbors from the community, was the on-street parking and how busy the on-street parking is and how congested it gets after work hours and on weekends.

One of the things that I think that concrete drive could be used for is for guest parking for this unit, for both units. It could also be used for teenage parking if the tenants have teenagers. I'm asking for that condition to be removed.

Mayor Garner said I'll now open the public hearing and ask the Clerk if you received any direct notification from the public who wish to express their comments in favor of this item. **Mr. Deichler** said no notification was received. **Mayor Garner** asked, is there anyone present who would like to speak in favor of this item? **Mr. Deichler** said seeing none. **Mayor Garner** asked, Clerk, is anyone joining us virtually that would like to speak in favor of this item? **Mr. Deichler** said seeing none as well.

Mayor Garner asked, Clerk, have you received any notifications from the public who wish to express their comments in opposition to the item? **Mr. Deichler** said no notifications were received. **Mayor Garner** asked, is there anyone present who would like to speak in direct opposition of this item? **Mr. Deichler** said seeing none. **Mayor Garner** asked, is there anyone joining us virtually, Clerk, who would like to speak in opposition? **Mr. Deichler** said seeing none as well.

Mayor Garner said I will now close the public hearing. I'll invite the petitioner to make some closing remarks.

Mr. Wolf said I just think it's a value to that street to keep people off the street, parking and free that up. It's existing. It's been there for a long time.

Commissioner Kane said I agree with you. I don't know why sometimes we overstep our bounds. You've got a situation there that, like you said, a teenager, a guest come over and this is the kind of thing that I don't like seeing. It wasn't there when you first did this, right? Then you got a letter saying that you had to do that, right? **Mr. Wolf** said right, an email.

Commissioner Kane said I think that if he'd said this when he was going through this process or they'd have told you that, you would have said no, I don't want to do that and here's why. I don't think that we should send our folks out there after the fact when they said here's our blessing. Oh, by the way, it's going to cost you another \$4,000 to do this. I just don't think that's what we're supposed to do. I've talked to the Administrator about some other items. The same thing where people keep adding on to what's going on. I'd like to make a motion to accept the changes that he was talking about. We appreciate you buying the property and rehabbing it.

Action: **Commissioner Kane made a motion to remove that stipulation and move forward.**

Mr. Hand said if I may respond to that. I'd say two things to this. All conditions of approval for this case, as well as the BOZA case associated, it had this condition of approval. If we forgot to mention it at the Board of Zoning Appeals or the City Planning Commission hearing earlier last month, I apologize for that. It's been in the staff report, and this is not something we tacked on after the meeting. Sorry if you understand it that way, but that is not what happened, first and foremost.

Secondly, if you all remove it from the conditions of approval tonight, that's your discretion, absolutely. It is a condition of approval on the Board of Zoning Appeals, which was approved, and the only way to change that condition of approval is at the District Court. So, what you do tonight is fine, but it's still a condition of approval of the BOZA.

I will also note that the BOZA case, the two variances that were heard, one was related to frontage. The other one was related to open space requirements because all the parking in the rear yard of this property is for parking and not open space. Staff felt there was a nexus that to gain

additional open space, where that variance denied it, was to remove this parking when sufficient parking code required parking is all provided in the rear.

Commissioner Kane asked, you bought that property as is, right, with that driveway already there? **Mr. Wolf** said I did, yes. **Commissioner Kane** said he's saying he didn't get that stipulation and then you got a letter later, right?

Mr. Wolf said I got an email from a Ms. Janet Parker with that on it. Tearing that driveway out was never discussed at the last meeting I attended two weeks ago. If it was there, I didn't know. I don't want to get into future, whatever you said, with having to go through judicial courts to deal with this. I just was hoping it would be something simple.

Commissioner Bynum said, Mr. Hand, I need help. If you can walk me through BOZA and what occurred there that if we accept the motion by Commissioner Kane, we're now in conflict with those two things. I need more information.

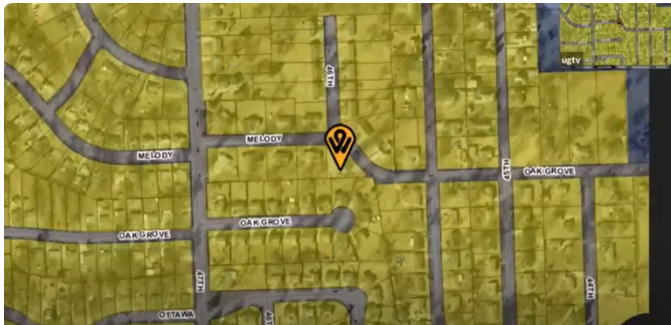
Mr. Hand said I don't know if I describe it as in conflict, but what remains, if you pull the conditions of approval for this change of zone, are the conditions for the Board of Zoning Appeals, which is a final decision by the quasi-judicial branch of the Board of Zoning Appeals. Again, any contesting of those decisions goes to District Court as would contesting the conditions of approval for that BOZA after the fact that the BOZA has been decided.

Commissioner Bynum said I'm not there yet. What was the decision of BOZA? **Mr. Hand** said the Board of Zoning Appeals approved the two variances with the condition that you're trying to swipe from this change of zone as well. **Commissioner Bynum** said approved two variances which were what?

Mr. Hand said the two variances were a front yard setback. Again, this is just a legal non-conforming house that doesn't meet our current standards even in R-1 or R-2. The second one was for open space requirements in the rear yard. There's a certain percentage of a rear yard that has to remain open space. If you're familiar with some cases, these happen more often in kind of the older parts of town where they have small backyards and people pave them all for parking. We've had a couple of cases where people have done that. We've had to remove parking spaces

to meet that standard. So, as a nexus to gain additional open space across the whole parcel, a condition was added to match that so that this becomes open space again.

Commissioner Bynum said I see. If I can say that back to you that proves I understand it. The removal of the concrete driveway on the east side that's being requested would then not comply with the open space variance that was granted. Am I close?



Mr. Hand said you're close. It's the corner parcel because it's at the turn of a road, so it's basically shaped like a triangle. There is kind of just a front yard and just a backyard. The side yards are a little constrained, right? So, the rear yard—the code requires a certain amount of open space in the rear yard of which there is no open space provided because it is entirely paved for parking.

Commissioner Bynum said okay.

Mr. Hand said so as a condition, staff felt to balance out the site in totality, if we remove this parking in the front, we would have that addition of open space to counteract the no open space in the rear. If you look at the site as in totality, we get close. We're still under the required open space but, again, it's because the code breaks it up between front and rear yard. You don't really ever get to the point where you don't need a variance anymore. But, again, the nexus is there. If there's no open space in the backyard, then we can increase open space in the front yard. That was the intent of the condition of approval.



Commissioner Bynum said Commissioner McKiernan has pulled up a really good visual of the triangle of concrete in the back. So, that would stay and then the little driveway, if you will, is what you're requesting to remove.

Mr. Hand said correct. I would also add that there aren't any other duplexes with the front entering driveway like this. This is an additional parking, let's call it a lot, on the parcel. All the other ones pretty much only have one place to do their parking in the rear. So, it's also counter to what would the neighborhood character be.

Commissioner Bynum said all I need is one more time. In what way would us allowing the driveway part to stay put; cause a need to go to District Court?

Mr. Hand said when cases come to us with both some land entitlement for the Planning Commission and some other variants, again, it's the same people. It's two distinct bodies. We sort of elect by the term cross-pollinate conditions of approval on both. We've done that in many different ways, and we finally worked through the right way to do it. So, for this case, that condition of approval exists both at the variance, on the variance case, as well as this change of zone. So, to remove the condition of the change of zone, only removes it from one approval. To remove or change a condition of approval of an already approved variance has to be resolved at District Court unless there's a significant change with the project, which I'm not seeing how we could get there. We cannot rehear the variance case.

Mayor Garner said, Chief Counsel, I know that was a lot to digest. If you can help us unpack that. I think the overriding questioning is what is legally acceptable for this Commission to make a motion in regard to accommodation. I believe the spirit of what Commissioner Kane is trying to do, in reference to the item at hand, as not to conflict with the BOZA and some of those legal implications.

Misty Brown, Chief Counsel, said it was, in fact, a lot to unpack as we go through it. I thank Mr. Hand for his explanation of it. We've got a couple of questions that we are looking at today. One, I think, there's a desire of this Commission to accommodate the applicant's request. Then we have Mr. Hand's advice that he has provided that in order to change the Board of Zoning Appeals, despite needing to be litigated in District Court. What I would suggest at this point is if we could hold it over for a month to look at options.

One piece I was trying to look up quickly on my phone while we were here is, is it possible to send it back for BOZA to look at it again to reevaluate it. Without being able to get access to all the provisions of it right here, I would suggest a holdover for 30 days while we look into it, thus the applicant objectives...

Mr. Wolf said actually, I would like to just withdraw my request. I'll tell you; it's been a long time coming trying to get this project going. So, we will just remove that driveway. I just want to move forward on the project.

Action: **Commissioner Kane said I rescind my motion.**

Commissioner Stites said if you rescind the motion and you're going to tear it out—I don't know why we're making it harder on people to spend money in our county. Taking a house that is in this condition and we're turning around and making it to where the applicant has to spend an amount of money that's unneeded to fix something. Why did it have to go to BOZA to begin with? What's that reason? I'm not even sure.

Mr. Hand said two things. This property is currently zoned R-1. In order to acquire, again, the applicant needed it to be rezoned to R-2 to meet current standards. The R-2 standards were not met because based on that legal non-conformance. So, to go and do the change of zone, we need to also do these two variances.

Commissioner Stites asked, what's the difference in R-1 and R2? What did you need that made it need to go to R-2? **Mr. Wolf** said R-2 is a multi—it's a duplex. **Commissioner Stites** asked, wasn't it a duplex when you bought it? **Mr. Wolf** said it had been converted at some point. I think there's about seven or eight of those properties in a row that are zoned R-1 improperly.

Commissioner Stites said so we zoned them wrong, but yet we're going to force you to spend money to get rid of off street parking, which is an issue. I wish you—gotta be careful what I say here, but you made your decision. I just hope that this doesn't come in front of us in something like this again. That any applicant is made in the very beginning, is made clear before they get all the way down to this portion and find out that they got to do something different. I'm sorry.

Commissioner Ramirez said I know we are holding over to work it out or what are we doing. (inaudible) Then I guess my question doesn't need it. I was just gonna ask. Never mind. If we're just gonna approve it, then I cannot answer my question.

Commissioner McKiernan said, Gunnar, I just want to understand something here. So, this is currently zoned R-1. Wants it zoned to R-2. My understanding would be from that that this house was probably originally built as single family and at some point in history has been divided. Would that be correct? **Mr. Hand** said that's incorrect. It was a duplex and it was inappropriately blanket zoned. **Commissioner McKiernan** said inappropriately zoned.

You said earlier sometime in the '70s when we decided R-1 was the way to go. We have several of these legal non-conforming uses right here, right around City Hall, through the same downzoning process that occurred in the '70s. The thing that I'm having trouble with here is if it was legally non-conforming as a structure, then wouldn't the attendant grounds also be legally non-conforming?

Mr. Hand said to get it back to R-2 status or to get it back to be a duplex after it had already been converted to single family, required to change the zone to get to where he wanted the project to be. So, he lost his legal non-conformance.

Commissioner McKiernan said so this was a duplex that had been converted to single family. **Mr. Hand** said the problem that we have is not related to this case. This is a symptom, not the problem. The problem is we have been doing planning in this community for decades the wrong way. For three years I'm doing my best to correct these. This is the work that I talk about when I talk to you all as we do area plans and the need to update our zoning code.

Mayor Garner said I know that our Commission and a lot of folks in this community and myself—economic development, revitalization of our community is a huge priority when you're talking about expanding our tax base, bringing in good services and amenities.

When we have good, hard-working residents that want to call Wyandotte County home, we penalize them for decisions that they had no control over. At some point, we need to start using our discretion responsibly and not penalize people that want to call Wyandotte County home for mistakes that weren't caused by any actions of their own. I think there is a vacuum of that throughout this Unified Government, and I just think we need to do a better job.

Nitpicking the bureaucracy that I've heard a lot of developers and people that are trying to redo properties have to face—I've said it again and I don't mind saying it, it's unacceptable. In a lot of people's minds that I've talked to, it's shameful how we do residents here in Wyandotte County. People do not have the ability to conform to a lot of the, in my opinion, unreasonable requirements that we put before them when mistakes have been made by this Unified Government, but then we want the resident to pay for it. I just think that's unacceptable and we've got to do a better job of finding ways to get revitalization, economic projects forward as opposed to finding reasons to stalemate them, stop them, and cause them unnecessary bureaucracy in this Unified Government. There's a way to do that. A lot of people that make big money in this Unified Government have the ability to use their discretion responsibly in that regard, and I just ask that we do a better job at that.

Commissioner Markley said, Mayor, I would just clarify that Gunner doesn't have discretion. We require him to follow our ordinances and resolutions. So, we gotta point the finger where it belongs. Gunnar can't make a choice not to obey our ordinances and resolutions. That being said, we appreciate you. I wish we could have fixed this in an easier way.

Public Opposition	Public Support
None to date.	None to date.



Staff Recommendation
Approval

Action: **Commissioner Markley made a motion, seconded by Commissioner Bynum, to approve Change of Zone Application COZ2022-052 as recommended, subject to the stipulations.**

Commissioner Davis said I'm open and I want to do the work of changing these issues that date back to 1970, but I would caution giving the hemorrhaging of staff that we not conflate our

frustrations with our predecessors with our frustration with staff. Again, the issue is on us. We have to change it. I want to do the work, but we have to be very, very careful about making that distinction.

Roll call was taken on the motion and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

SPECIAL USE PERMIT APPLICATIONS

Item No. 1 – 212290...SPECIAL USE PERMIT APPLICATION SP2022-081 - PAULA WESTERFIELD-WALLACE

Synopsis: Special Use Permit to operate a dog kennel at 12200 Donahoo Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Paula Westerfield-Wallace, is requesting a Special Use Permit to keep a dog kennel with six (6) dogs on 1.28 acres at 12200 Donahoo Road. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2022-081, for two (2) years, subject to:

1. A Change of Zone to R-1 must be applied for within six (6) months of approval of the Special Use Permit;
2. The applicant shall ensure that animal waste is regularly cleared;
3. Per Section 27-609(2)a., the exterior walls of accessory structures shall be made of either horizontal clapboard, wood, or plywood siding, stone, artificial stone, brick, artificial brick, and textured finishes such as stucco. Fiberglass, plastic, and preformed, corrugated, or ribbed metals are not allowed. Metals can be used provided they have a factory applied and painted finish closely matching the color of the primary structure. Standard concrete masonry units are also not allowed unless the walls of the building are painted the exact color of the primary structure;
4. 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;
5. All existing and future driveways must feature curb cuts that are constructed to UG standards;
6. 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;
7. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these

requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

8. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
9. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
10. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and,
11. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-081 for two years, subject to the stipulations. Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 2 – 202291...SPECIAL USE PERMIT APPLICATION SP2022-090 - RIAD BAGHDADI WITH RB ARCHITECTURE/ENGINEERING

Synopsis: Special Use Permit for the expansion of an automotive/heavy truck salvage yard at 919 South 26th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Riad Baghdadi, is requesting a Special Use Permit and Final Plat for the operation

of a heavy truck and semitruck repair facility that includes body work, outdoor storage, and parking. The proposal includes an existing repair shop that will remain, the demolition of an existing building, and the construction of a newer body repair building. The property includes several parcels and Right of Way areas that have been historically used for the proposed use and are being combined with the multiple parcels as part of the Plat. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2022-090, for two (2) years, subject to:

1. Gravel is not an approved surface. All parking and outdoor storage must be upgraded to concrete or asphalt;
2. Ground equipment must meet both the UG Commercial Design Guidelines Standards and BPU equipment standards;
3. The Applicant shall make additional changes prior to the approval by the Board of Commissioners:
 - a. The parking lot shall be revised to reflect the updated diagonal parking.
 - b. The employee parking shall be revised to eliminate the tight corner.
 - c. Additional parking shall be formally stripped at the front of the existing building and added to the new building.
 - d. The lighting shall be noted to be downward facing.
 - e. A sawcut detail for landscape installation shall be provided.
 - f. The note regarding ground equipment shall be modified to reflect that BPU equipment requirements have been changed.
 - g. All applicable comments from GSS and the County Surveyor regarding the Plat shall be revised prior to final posting;
4. Section 27-699(a)(4) states that at least one-half of the trees planted to fulfill the tree planting requirements shall be shade trees;
5. Section 27-702(1)(a-d) states that shade trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All ornamental deciduous trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All evergreens shall be 5 to 6 feet in height when planted as measured 12 inches above the ground. Ornamental deciduous trees shall be 6 to 8 feet when planted as measured 12 inches above the ground;
6. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;
7. Per Director's Interpretation of Section 27-699(e), the following architectural standards have been identified as being good design practices and should be included in the design plans:
 - a. Gutters and downspouts shall be internalized. Scuppers shall be recessed in the corners. Overflow drains (lamb's tongues, etc.) shall also be internalized.

- b. Lighting shall be installed to have a 90-degree cutoff fixtures.
- c. In addition to wrought iron fencing, masonry columns shall be installed every 32 feet or closer and at each prominent entry or gate;
- 8. Section 27-575(a)(2) states the parking and circulation should account for pedestrians, bicycles, and vehicles. This circulation pattern, per Section 27-575(d)(8), shall connect in a way that is obvious to users;
- 9. Section 57-575(d)(3) A sense of entry or arrival shall be created at primary entryways into the development;
- 10. Section 27-577(f)(1) states that plants that die must be replaced no longer than four (4) months from the date of its death;
- 11. A building permit is required. Please contact the Building Inspection Department to begin that process at (913) 573-8620;
- 12. All existing and future driveways must feature curb cuts that are constructed to UG standards;
- 13. 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.
- 14. Applicant shall comply with all Geospatial Services and County Surveyor Comments prior to the filing of the Plat;
- 15. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
- 16. Issuance of a certificate of occupancy for any project or property associated with an entitlement from the City Planning Commission or UG Board of Commissioners, shall not be issued prior to the completion of all landscape elements for the project to the standards and requirements for a Final Certificate of Occupancy and the successful review by departmental inspection. As an alternative to completely meeting all standards and requirements for a Final Certificate of Occupancy, to allow for cases of weather delays, plant seasonality, or shortages of labor or materials, the applicant may request to submit a landscape performance bond or surety. Requests to submit a landscape performance bond or surety for a particular project must receive eligibility approval from the Department of Planning and Urban Design prior to submission. Submissions must meet all requirements of the Bonding Procedure Policy and pass the review process. Bond applications shall only be approved by the Zoning Enforcement Officer, Lead Planner, or Director of Planning and Urban Design. Bond applications shall receive final approval before the applicant may request any inspection or re-inspection of a project or property for a Bonded Final Certificate of Occupancy;
- 17. 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;

18. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only.
19. If approved, the applicant must file and maintain a current business occupation tax application with this office;
20. The City of Kansas City, Kansas reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing installing, constructing or reconstructing any public utilities, including, but not limited to sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated;
21. The approved use is not authorized to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
22. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
23. Any business or land use in Wyandotte County that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;
24. Any business in Wyandotte County that shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
25. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions

(CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

26. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
27. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-090 for two years, subject to the stipulations.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 3 – 212292...SPECIAL USE PERMIT APPLICATION SP2022-116 - BOB RICHARDS WITH ROTHWELL CONSTRUCTION

Synopsis: Special Use Permit to operate a fleet maintenance facility for Frito-Lay at 1105 South 5th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Bob Richards with Rothwell Construction, wants to operate a truck maintenance repair facility at the Frito Lay distribution center on 11.05 acres located at 1105 South 5th Street. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2022-116, for two (2) years, subject to:

1. Per Sec. 27-576(e)(1) building materials must be durable, economically maintained, and of a quality that will retain its appearance over time, including but not limited to: natural or synthetic stone, brick, stucco, integrally colored, textured, or glazed concrete masonry units, high quality prestressed concrete systems, cementitious siding (hardy board), or glass. The director may approve other high-quality materials. The exterior building material is 100 percent metal panel, which does not comply with the Commercial Design Guidelines as required by Sec. 27-573(b)(20). Install a 4-foot wainscot masonry band (stone or brick) around the perimeter of the building;

2. The design team discussed with Planning the landscape requirements of the overall site construction from 2020. The owner agrees to replace any existing dead trees on site associated with previous project;
3. Per Section 27-576(g)(1), buildings should have a defined top. This can be accomplished with cornices, caps, parapets, or roofs;
4. Per Section 27-576(g)(2), three-dimensional rooftops are encouraged. Variation in roofline is suggested to reduce the scale of large buildings;
5. Per Section 27-576(g)(3), sloped roofs or canopies shall be covered with high quality roofing material such as approved by the director. Metal roofing is preferred, especially for small articulations. Asphalt is discouraged and wood roofing materials are prohibited;
6. Per Section 27-576(h)(2), reflective or mirrored glass for use as windows is prohibited, unless determined otherwise by the director. Clear glass shall be used for storefronts, windows, and doors. Window painting, signage, or view blocking techniques are not permitted;
7. 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;
8. 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;
9. 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;
10. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
11. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
12. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper

disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;

13. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and,
14. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-116 for two years, subject to the stipulations. Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 4 – 212284...SPECIAL USE PERMIT APPLICATION SP2022-118 – RYAN STOOPS

Synopsis: Renewal of a Special Use Permit (SP2021-080) to operate a short-term rental at 3151 West 45th Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The Applicant, Ryan Stoops, is seeking to renew their Special Use Permit (which expires on March 10, 2023) to continue the operation of a short-term rental at 3151 West 45th Avenue. The subject property is a single-family residence and was recently purchased by the Applicant. The Planning Commission voted 6 to 0 to recommend approval of Special Use Permit Application SP2022-118, for two (2) years, subject to:

1. Maximum number of guests shall be seven (7);
2. All parking must be off-street, maximum number of vehicles is two (2);
3. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
4. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager’s contact information within the entrance of the area that is rented;
5. Applicant is to maintain liability insurance;
6. The property must remain in proper maintenance and free of hazards, pests, or infestations;

7. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
8. Must provide a manual/welcome packet that lists all rules, including “No Parties, etc.” This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
9. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
10. The applicant has filed and maintained a current business occupation tax application;
11. All existing and future driveways must feature curb cuts that are constructed to UG standards;
12. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
13. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
15. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and
16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-118 for two years, subject to the stipulations. Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 5 – 212294...SPECIAL USE PERMIT APPLICATION SP2022-119 - ALEX ELLIOT WITH ATLAS LAND CONSULTING

Synopsis: Special Use Permit for dirt removal from 10702 Donahoo Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Michael Rhodes, is requesting a Special Use Permit to grade and level the property and utilize it as a borrow site of earthen material for off-site fill at 10702 Donahoo Road. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2022-119, for two (2) years, subject to:

1. If the scale of the proposed operation changes from what is improved by this Special Use Permit, the applicant shall amend their Special Use Permit;
2. Due to the proposed duration of this project, the applicant shall provide a paved construction entrance apron at the current property entrance as well as provide rumble strips along the remainder of the driveway, where there is only gravel or dirt;
3. Any trees or other landscaping that is removed shall be replaced on site;
4. To mitigate dust, the site and construction entrance shall be watered with a watering truck on days when trucks are leaving the site;
5. The applicant shall maintain a 100-foot buffer, protecting the tree stands from the single-family homes and trees replaced where needed for conformance along the west and north property line;
6. The site shall be seeded and mulched until groundcover is established in areas where work will not occur for more than two (2) weeks and after work is completed on the site;
7. Topsoil needs to be saved and spread over the borrow area when complete. Seed and mulch the area within one week of completion;
8. Limit the size of open sections of the property at a time to prevent soil erosion onto the roadway and dust in the intersection;
9. Future development will require its own Special Use Permit for the use, a Preliminary Plan and Final Development Plan to the City Planning Commission for review and approval;
10. 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;
11. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;

12. 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;
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;
14. 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;
15. All existing and future driveways must feature curb cuts that are constructed to UG standards;
16. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government, and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sec. 8-610 through Sec. 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573- 5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
17. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
18. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and,
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-119 for two years, subject

March 2, 2023

to the stipulations. Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 6 – 212295...SPECIAL USE PERMIT APPLICATION SP2022-123 - AMELIA INTERIANO WITH FAMILY FIT

Synopsis: Special Use Permit for an event space at 1957 North 63rd Drive, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Amelia Interiano, is requesting a Special Use Permit to operate an event space at 1957 North 63rd Street. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2022-123, for one (1) year, subject to:

1. The applicant or a manager must be on site any time the venue is rented out for an event;
2. All trash shall be disposed of properly after every event. Applicant/Manager shall walk around the tenant space and through the parking lot to pick up litter and trash debris after each event. The applicant is responsible for managing waste on the property;
3. The applicant will be limited to holding events on Friday, Saturday, and Sunday, with the exception of holidays;
4. Hours of operation shall be from 4:00 PM to 12:00 AM;
5. All entertainment must cease at 12:00 AM;
6. Doors and windows must stay closed during any entertainment performance;
7. Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104,f), including:
 - a. Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;
 - b. Patrons are not allowed to loiter in their vehicles. If so determined, they will be asked to leave;
 - c. An I.D. scanner will be used at all times;
 - d. At closing time, all security personnel will begin from a designated area to move patrons towards the exit and then to their vehicles.
8. No amplified speakers or entertainment is allowed in outdoor spaces;
9. Any illumination that results from an entertainment event shall not be seen or otherwise impact adjacent residential uses;
10. 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;
11. If approved, the applicant must file and maintain a current business occupation tax application with this office;
12. All existing and future driveways must feature curb cuts that are constructed to UG standards;

13. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
14. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;
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;
16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
18. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application SP2022-123 for one year, subject

March 2, 2023

to the stipulations. Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

MASTER PLAN APPLICATION

Item No. 1 – 212298...MASTER PLAN APPLICATION MPL2022-029 - JOSH BEUERLEIN WITH 4J ENTERPRISES, LLC

Synopsis: Master Plan Amendment from Low-Density Residential (City-Wide Master Plan) to Neighborhood Commercial (City-Wide Master Plan) to expand the operation of a speech therapy clinic at 8247 Leavenworth Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Josh Beuerlein, is requesting a Master Plan Amendment from Low-Density Residential (City-Wide Master Plan) to Neighborhood Commercial (City-Wide Master Plan), to construct one (1) new structure and expand the parking lot to accommodate an expansion of a speech therapy business at 8247 Leavenworth Road. The Planning Commission voted 7 to 0 to recommend approval of Master Plan Amendment Application MPL2022-029, subject to:

1. The applicant shall demonstrate compliance with the Commercial Design Guidelines, aside from any approved deviations as part of PR2022-032 in their DRC Building Permit submittal;
2. 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;
3. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
4. The applicant has filed and maintained a current business occupation tax application;
5. 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;
6. All existing and future driveways must feature curb cuts that are constructed to UG standards;
7. Section 27-573 acknowledges the use of the Commercial Design Guidelines and their use in this district as established by Ordinance O-50-06;
8. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public

parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided; and,

9. 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.

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve Master Plan Application MPL2022-029, subject to the stipulations.

Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

PLAN REVIEW APPLICATION

Item No. 1 – 212297...PLAN REVIEW APPLICATION PR2022-052 - ERIC GENTRY WITH VICTORY JEEP

Synopsis: Master Plan Amendment from Low-Density Residential (City-Wide Master Plan) to Neighborhood Commercial (City-Wide Master Plan) to expand the operation of a speech therapy clinic at 8247 Leavenworth Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Eric Gentry with Victory Jeep, is seeking approval of an amended Preliminary Development Plan to increase the total square footage by 24 percent (from 18,446 square feet to 22,922 square feet) and Final Development Plan and Final Plat to construct a new automotive dealership (Victory Jeep) at 1701 North 100th Terrace. The Planning Commission voted 7 to 0 to recommend approval of Plan Review Application PR2022-052, subject to:

1. Sec. 27-575(d)(7) There shall be a hierarchy of internal circulation beginning with site access from the public street.
 - a. Access driveways shall feed into driving lanes which shall divide into parking lanes and parking areas;
 - b. There shall be limited access to driveways, which shall be provided from driving lanes, not parking areas, wherever possible;
 - c. Circulation patterns within parking areas shall be defined by curbs and landscaped islands;
 - d. Where possible, groups of buildings should be serviced by dedicated service access lanes;
2. Sec. 27-575(d)(8) states that “Internal vehicular, bicycle and pedestrian circulation must connect in a manner obvious to users” while Sec. 27-575(d)(9) states that “to the maximum extent possible, there shall be pedestrian circulation from the perimeter of the site to the principal customer entrance to all buildings. Within the site, there shall be pedestrian connections provided to all pedestrian activities, including transit stops, street crossings, open space, building and store entry points, and adjacent pedestrian systems”;

3. Construct a sidewalk on North 100th Terrace and connect into the sidewalk network of the development to the front door;
4. Sec. 27-575(d)(11) Internal pedestrian walkways within parking lot or drive area must be distinguished from other surfaces;
5. Sec. 27-575(d)(12) Pedestrian connections must be clearly defined in a combination of two or more of the following ways:
 - a. Six-inch vertical curb;
 - b. Trellis;
 - c. Special railing;
 - d. Bollards;
 - e. Special paving;
 - f. Low seat wall or other architectural features;
 - g. Pedestrian scale lighting; or
 - h. Traffic calming devices.
6. Sec. 27-575(e)(2) Pedestrian walkways through the parking area to building entrances should be clearly marked pursuant to this subdivision;
7. Sec. 27-576(h)(1) For new construction, windows, windows with awnings, and covered pedestrian walkways should total at least 60 percent of the building frontage along public streets or parking lots. Windows should be for display purposes or to allow viewing both into and out of the interior;
8. The elevations demonstrate a continuous facade along the South and North elevations. Sec. 27-576(c)(2) In order to break up the monotonous appearance of long facades, a building wall no more than 45 feet in length should be divided into increments of no more than 45 feet through articulation of the façade. This can be achieved through combinations of at least three of the following techniques:
 - a. Divisions or breaks in materials;
 - b. Building offsets (projections, recesses, niches);
 - c. Window bays;
 - d. Separate entrances and entry treatment; or
 - e. Variation of rooflines
9. Downspouts on the south elevation shall be internalized;
10. Sec. 27-577(a)(5) - Landscaping shall exceed the typical code requirements by at least 75 percent.
 - a. The district requirement is one (1) tree per 7,000 square feet of site area. The 3.43-acre site is 149,410 Square Feet, which requires 22 trees per the Code of Ordinances;
 - b. All deciduous trees shall be at least 2½" caliper when planted. All evergreens must be at least six (6) feet in height when planted. All shrubs must be planted at a minimum of five (5) gallons;
11. Landscaping shall be irrigated;
12. The proposed plan provides adequate tree cover, providing approximately 50 trees. Please refer to Sec 27-577(a)(5) to ensure that the tree requirement is met;
13. Sec. 27-577(b)(2) Landscape berms and/or continuous rows of shrubs are required to screen parking from adjacent developments or public streets. Shrubs used in this area must not exceed a maximum height of 30 inches at maturity;
14. Sec. 27-577(b)(3) In general, formal, stand-alone trees are encouraged to be planted in landscape zones along major streets and medians. These trees should be planted as follows:

- a. One (1) tree with a minimum caliper of two inches (ornamental) evergreen trees must be planted at least six (6) feet tall (when planted) provided for every 30 feet of street easement or frontage;
- b. Street trees should be planted no closer than 55 feet and no more than 65 feet apart. Groupings of ornamental trees and shrubs should be placed in between the street trees;
- 15. Sec. 27-577(d)(1) At least 75 percent of the length of building foundations facing public streets, the exterior of the development, or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers;
- 16. The master plant palette for this development is as follows:
 - a. Autumn Blaze Maple
 - b. Armstrong Columnar Maple
 - c. Imperial Honey Locust
 - d. Autumn Brilliance Serviceberry
 - e. Eastern Redbud
 - f. Summer Snow Japanese Tree Lilac
 - g. Eastern White Pine
- 17. The Commercial Design Guidelines require that all disturbed areas within the development shall be brought to finished grade and seeded or sodded. There shall not be any exposed, bare ground unless the lot has an active building permit for building construction;
- 18. All new rooftop mechanical equipment (i.e., RTUs, HVAC, vent stacks, etc.) shall be screened from public view by the parapet of the building. Architectural screens such as opaque, textured, or perforated panels do not meet the standards of the Commercial Design Guidelines;
- 19. 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 feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. All screening materials must be well maintained at all times;
- 20. Per the Legends Auto Plaza Conceptual Design Guide, use of low energy, high efficiency LED lighting is encouraged/ All site lighting and accent lighting shall be subject to review for both aesthetic and photometric analyses. In all instances glare shall be minimized to eliminate light pollution to adjacent properties;
- 21. 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, three (3) feet on the back and five (5) on the front allowing for 10 feet on the front when gate doors open;
- 22. Per Sec. 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;

23. Shall comply with the Legends Auto Plaza Conceptual Design Guide.
 - a. All wall mounted signage shall be individual letters;
24. Section 27-573 acknowledges the use of the Commercial Design Guidelines and their use in this district as established by Ordinance O-50-06;
25. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
26. Any automotive-related business in Wyandotte County shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
27. If approved, the Applicant must file and maintain a current business occupation tax application with Business Licensing Division located at 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
28. 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;
29. All existing and future driveways must feature curb cuts that are constructed to UG standards;
30. 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;
31. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620; and,
32. 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.

Case		
PR2022-052		
Petitioner	Address	
Eric Gentry	1701 North 100 th Terrace	
Synopsis		
To approve an amended Preliminary Development Plan to increase the total square footage by 24 percent (from 18,446 square feet to 22,922 square feet) and Final Development Plan to construct a new automotive dealership (Victory Jeep). The City Planning Commission approved PLAT2022-042 (Legends Auto Plaza Fourth Plat) at their 02.13.2023 hearing.		

Gunnar Hand, Director of Planning and Urban Design, said during the City Planning Commission for this case, the applicant, for one reason or another, did not speak up during the meeting that he wanted to request a deviation from the commercial design guidelines as well as the Legends Auto Plaza design guidelines. As such, staff would recommend that the Board of Commissioners send it back to the Planning Commission for their March 13th agenda for review and reconsideration.

Mayor Garner said I'll ask the applicant or representative to present their application. (No one stepped forward.)

Mayor Garner said I will now open the public hearing and ask the Clerk if there were any notifications from the public who wish to express their comments in favor of the item. **Mr. Deichler** said no comments were received. **Mayor Garner** asked, is there anyone in the audience today that would like to speak in favor of the item? **Mr. Deichler** said seeing none. **Mayor Garner** asked, is there anyone joining us virtually, Clerk, that would like to speak in favor of the item? **Mr. Deichler** said seeing none as well.

Mayor Garner asked, Clerk, have you received any notification from the public who wish to express their comments in opposition? **Mr. Deichler** said no notifications were received by the Clerk. **Mayor Garner** asked, is there anyone present that would like to speak in opposition of this item?

Fannie Hill said I'm the stand-up committee for Wyandotte County. What I see in this county is it's almost destroying. It breaks my heart to see how we care about everything but the people. The people have come here for week, after week, after week, crying, hurting, paining. My phone is constantly ringing. I had an 80-year-old lady call me today, named Ms. Wander, 83-year-old

lady, Ms. Henrietta, they're calling because...**Ms. Deichler** asked, is this related to the item that's up for conversation? **Ms. Hill** said no. I thought he said anybody who had anything they wanted to talk about. Are you on a certain agenda? **Mr. Deichler** said we are. **Ms. Hill** said if you're on a certain agenda, I apologize.

Mayor Garner asked, is there anyone present who would like to speak in opposition of this particular item that has been brought before us? Clerk, is there anyone joining us virtually who'd like to speak in opposition? **Mr. Deichler** said seeing none.

Mayor Garner said I will now close the public hearing. Would the petitioner like to make some closing remarks? Seeing none. Do any members of the Commission have any questions or comments?

Action: **Commissioner Stites made a motion, seconded by Commissioner Kane, to accept staff's recommendation to send Plan Review Application PR2022-052 back to Planning and Zoning's next meeting.** Roll call was taken and there were ten "Ayes," Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

MISCELLANEOUS - ORDINANCES (The following ordinances formalize previous Commission approval.)

Item No. 1 – 212273...AN ORDINANCE rezoning property at 1218 Kansas Avenue (COZ2022-027) from R-2(B) Two Family District to CP-1 Planned Limited Business District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-12-23**, "An ordinance rezoning property hereinafter described located at approximately 1218 Kansas Avenue, in Kansas City, Kansas, by changing the same from its present zoning of R-2(B) Two Family District to CP-1 Planned Limited Business District." **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call

was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 2 – 212274...AN ORDINANCE rezoning property at 1401 Merriam Lane (COZ2022-032) from C-3 Commercial and M-2 General Industrial Districts to CP-3 Planned Commercial District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-13-23**, “An ordinance rezoning property hereinafter described located at approximately 1401 Merriam Lane, in Kansas City, Kansas, by changing the same from its present zoning of C-3 Commercial and M-2 General Industrial Districts to CP-3 Planned Commercial District.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 3 – 212275...AN ORDINANCE rezoning property at 4810 State Avenue (COZ2022-034) from CP-1 Planned Limited Business District to CP-2 Planned General Business District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-14-23**, “An ordinance rezoning property hereinafter described located at approximately 4810 State Avenue, in Kansas City, Kansas, by changing the same from its present zoning of CP-1 Planned Limited Business District to CP-2 Planned General Business District.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 4 – 212276...AN ORDINANCE rezoning property at 810 North 6th Street (COZ2022-042) from C-O Non-Retail Business District to C-D Central Business District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-15-23**, “An ordinance rezoning property hereinafter described located at approximately 810 North 6th Street, in Kansas City, Kansas, by changing the same from its present zoning of C-O Non-Retail Business District to C-D Central Business District.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 5 – 212277...AN ORDINANCE rezoning property at 1223 Meadowlark Lane (COZ2022-043) from CP-O Planned Nonretail Business District to B-P Planned Business Park District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-16-23**, “An ordinance rezoning property hereinafter described located at approximately 1223 Meadowlark Lane, in Kansas City, Kansas, by changing the same from its present zoning of CP-O Planned Nonretail Business District to B-P Planned Business Park District.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 6 – 212278...AN ORDINANCE rezoning property at 11787 American Royal Way (COZ2022-049) from CP-2 Planned General Business District to A-G Agriculture District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-17-23**, “An ordinance rezoning property hereinafter described located at approximately 11787 American Royal Way, in Kansas City, Kansas, by changing the same from its present zoning of CP-2 Planned General Business District to A-G Agriculture District.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 7 – 212280...AN ORDINANCE rezoning property at 2300 North 113th Terrace and 2302 North 113th Place (COZ220-050) from RP-3 Planned Townhouse and RP-4 Planned Garden Apartment Districts to RP-5 Planned Apartment District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-18-23**, “An ordinance rezoning property hereinafter described located at approximately 2300 North 113th Terrace and 2302 North 113th Place, in Kansas City, Kansas, by changing the same from its present zoning of RP-3 Planned Townhouse and RP-4 Planned Garden Apartment Districts to RP-5 Planned Apartment District.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 8 – 212279...AN ORDINANCE vacating a utility easement (VAC2022-006) at 324 and 328 North 64th Terrace, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-19-23**, “An ordinance vacating a utility easement described as record description: Document No. 2017R-08547, the west 15 acres of the southeast quarter of the southeast quarter of Section 10, Township 11, Range 24, in Wyandotte County, Kansas, less and except that part condemned by the Kansas Turnpike Authority in condemnation proceedings in the District Court of Wyandotte County, recorded October 22, 1955, in Case No. 93021A, and further except any other part thereof in streets, roads or public rights of way, located at 324 and 328 North 64th Terrace, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 9 – 212281...AN ORDINANCE authorizing a Special Use Permit (SP2022-061) for the Temporary Use of Land to stockpile and process concrete materials at 7241 Kaw Drive, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-20-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for the temporary use of land to stockpile and process concrete materials at 7241 Kaw Drive, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 10 – 212282...AN ORDINANCE authorizing a Special Use Permit (SP2022-095) for a privately owned playground at 2515 North 17th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-21-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a privately owned playground at 2515 North 17th Street, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 11 – 212283...AN ORDINANCE authorizing a Special Use Permit (SP2022-099) for the operation of an automotive body shop at 3141 and 3151 Fiberglass Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-22-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for the operation of an automotive body shop at 3141 and 3151 Fiberglass Road, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 12 – 212285...AN ORDINANCE authorizing a Special Use Permit (SP2022-100) to keep a storage container to store construction materials at 5841 Swartz Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-23-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, to keep a storage container to store construction materials at 5841 Swartz Road, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 13 – 212286...AN ORDINANCE authorizing a Special Use Permit (SP2022-104) for the continuation of light auto-repair and general maintenance of commercial vehicles and a storage container for the KCK Housing Authority at 1300 Meadowlark Lane, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-24-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for continuation of light auto-repair and general maintenance of commercial vehicles and a storage

container for the KCK Housing Authority at 1300 Meadowlark Lane, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 14 – 212272...AN ORDINANCE authorizing a Special Use Permit for the operation of a truck terminal with heavy truck maintenance and repair (SP2022-105) at 5010 Speaker Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-25-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for the operation of a truck terminal with heavy truck maintenance and repair at 5010 Speaker Road, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 15 – 212287...AN ORDINANCE authorizing a Home Occupation Special Use Permit (SP2022-109) for a chiropractic office at 5331 Miami Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-26-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a Home Occupation Special Use Permit to operate a chiropractic office at 5331 Miami Avenue, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 16 – 212293...AN ORDINANCE authorizing a Special Use Permit (SP2022-111) for the continuation of a short-term rental at 4112 Booth Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-27-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for continuation of a Short-Term Rental at 4112 Booth Street, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 17 – 212296...AN ORDINANCE authorizing a Special Use Permit (SP2022-114) to operate a sand dredging pit, sand processing, and future restoration along the Missouri River, at 4403 North 42nd Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-28-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, to operate a sand dredging pit, sand processing and future restoration along the Missouri River at approximately 4403 North 42nd Street, Kansas City, Kansas.” **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

PLANNING AND ZONING NON-CONSENT AGENDA

SPECIAL USE PERMIT APPLICATION

Item No. 1 – 212219...SPECIAL USE PERMIT APPLICATION SP2022-113 - LYNNE BEAVER

Synopsis: Special Use Permit to operate an event space at 2651 South 34th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Lynne Beaver, is requesting a Special Use Permit to operate an agriculturally oriented event space at 2951 South 34th Street. The Planning Commission voted 4 to 2 to recommend approval of Special Use Permit Application SP2022-113, for one (1) year, subject to:

1. All entertainment must cease by at least 1:00AM;
2. No amplified speakers are allowed in outdoor spaces, except for times specifically designated for entertainment;
3. Any illumination that results from an entertainment event shall not be seen or otherwise impact adjacent residential uses;
4. All trash and debris from any event shall be picked up the day/night of the event and disposed of properly;
5. 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;
6. The applicant shall file a Final Development Plan within 60 days of approval of the Special Use Permit, otherwise this petition is null and void;
7. The proposed parking lot must be paved according to Section 27-675(a);
8. The two (2) shipping containers on the property shall be removed or must receive a Special Use Permit;
9. The applicant must maintain all existing trees, as well as add trees as demonstrated in their site concept;
10. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
11. If approved, the applicant must file and maintain a current business occupation tax application with this office;
12. 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;
13. All existing and future driveways must feature curb cuts that are constructed to UG standards;
14. 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;
15. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance

permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;

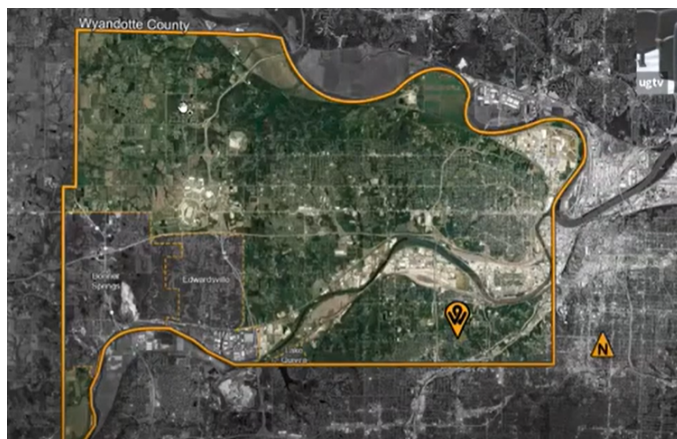
16. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
17. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
18. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
19. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
20. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved; and
21. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.
22. No fireworks shall be shot off or displayed unless it is in compliance with the fireworks ordinance.
23. This permit could be brought before the Board of Commissioners if there are violations of any of the conditions of approval for revocation.

Mayor Garner said as the Clerk previously stated, we received a valid protest petition on this item representing 34.76% of the land owners. I'm going to ask our legal counsel to provide the Commission options in light of the valid protest petition.

Misty Brown, Chief Counsel, said with a valid protest petition in place, in order to approve the project, it would take nine votes or you could vote to overturn the recommendation with eight.

Case	
SP2022-113	
Petitioner	Address
Lynne Beaver	2951 South 34 th Street
Synopsis	
A Special Use Permit to operate an event space.	

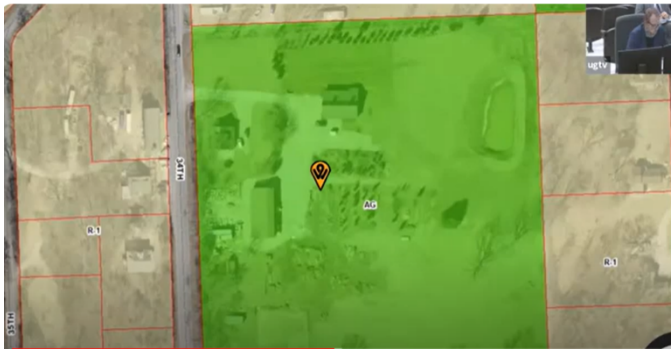
Gunnar Hand, Director of Planning and Urban Design, said this case was continued by the applicant at last month's meeting. As noted previously, there is a valid protest petition. The applicant, in the last month, has conducted a noise study, which I think they will address in their comments later this evening.



Again, this is for an event space at an existing farmstead. It's in the City-Wide Master Plan in the Shawnee Heights neighborhood.



We've received no letters of support. There has been opposition to this case we've received. There are two notices of violation.



Staff agrees with the Planning Commission to recommend approval for one year with conditions attached.



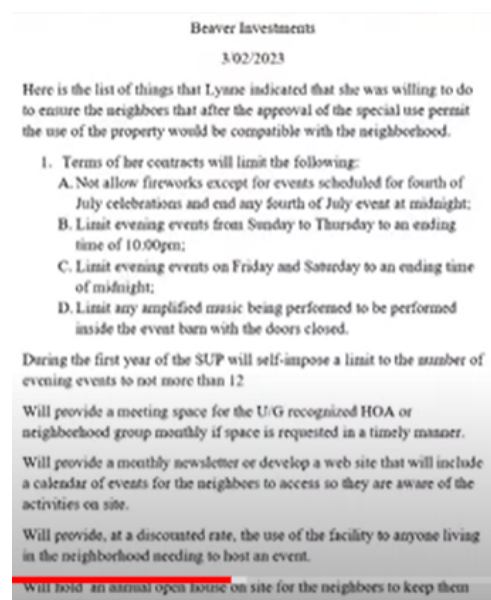
Mayor Garner said I'll ask the applicant or representative to present the application.

March 2, 2023

Bill Hutton, 509 Armstrong Ave., said on behalf of my clients, Lynne and John Beaver, who are the owners of the property on S. 34th St. What you have before you is a request to operate an event space on the 9.59 acres at S. 34th St. I'm going to keep this short, folks. Really what I have before you is what questions I would have. Number one, what type of event space are we talking about? What is the history of this property? Third, what about noise?



The acoustical sound study, I have made sure I've given you hard copies of that.



March 2, 2023

I've also provided to each of you a list of things my client will do to ensure compatibility with the neighborhoods surrounding this property. I've also provided that the neighbors—we have had a neighborhood meeting. I have talked with these folks. I believe I would say those conversations have been civil. I think we have all agreed to disagree. That's be a fair statement?

The acoustical study was prepared last month by Davidson & Associates. Here with me this evening are Paul Biersmith, professional engineer, who's seated here in the audience. He is available to answer questions about the sound study. Also present with me are Tom Stibal, an attorney from my office; and John Beaver, one of the owners of this property.

Just so you know, you have to go to page 436 of your 476 page document to find the comments, which were finally apparently put online last night. But there are a couple of errors I would like to point out. First of all, there was no prior approval of a special use permit in 2014. I represented the Beavers in 2013 and on April 7, 2014, after the Planning Commission had voted to deny this, I went ahead and removed that request. So, there was never any special use permit approved for the Beavers. That would be the first thing.

The second thing is, this property is not used by my clients as their residence. There is a residence on this property that is currently occupied by a family friend of the Beavers, but my clients don't live there. I want to make that clear.

The Beavers have owned this property for more than 10 years and have cleaned up what was an eyesore for the neighborhood before they acquired the property. John Beaver has operated a landscaping business and grown plants on this property in conjunction with his business, which is located on Merriam Lane. Also here, just immediately south of 34th St.

Now tonight what we're talking about is this special use permit and what kind of events we're talking about. I want to quote my client Lynne Beaver. "Stone Cliff Barn wants to offer a country experience from corporate retreats to family picnics. This place will give you an outdoor experience like no other. Pick vegetables from a garden and have them served for lunch or dinner. Visit our pumpkin patch and have a hayride. Education and events are the goal." That's Lynne's quote.

Stone Cliff has partnered with KC Farm School at Gibbs Road, which is a 501(c)(3) urban farm. Alicia Ellingsworth, Executive Director and Co-Founder of KC Farm School at Gibbs Road is a supporter, and she attended the neighborhood meeting last year. These folks who are here are aware of that.

This is a registered Kansas agritourism business. That is different than what this plan was almost 10 years ago. What we've done is, these folks are concentrating on growing everything from native grasses to plants to food on this property, and that's what their goal is. Frankly, in the plans that you have, all those things are set out and that's what the Planning Commission considered.

Events on horizon include a fall farm and food conference. Yes, we are talking about some receptions, including wedding receptions. You all know that's where the pedal meets the road on some occasions. I think that's why the Planning Commission recommended approval for a one-year special use permit. I would tell you there's some things that we have proposed and will stipulate to that are more restrictive than what was submitted as restrictions by the Planning Department.

First, there would be no more than 12 evening events during the first year of this permit. Secondly, events on Friday and Saturday night will end at midnight, per contract. I think if you look at what it said in the Planning Commission's recommendations, it was 1 AM. Events Sunday through Thursday will end at 10 PM. There was also discussion about amplified music. The only amplified music that can be performed would be within the event center with the door closed. All these things are stipulations within the contract that Lynne Beaver will have with anyone who proposes to have an evening event there or an event that involves amplified music or something that is beyond what I call a farm to table type event.

That brings me to what I believe is one of the big concerns of the residents of the neighborhood, noise. After the Planning Commission approval, my clients contracted with Davidson & Associates for a sound study. This sound study was provided to the Planning Department last week. They could not include it in the packet so I provided copies of that to you tonight and also gave a thumb drive of that, I think it's the thumb drive, or provided that because it wasn't in the packet.

The results of that study performed last month measured decibel levels in the 80 to 85 decibel range from the sound system that exists within the building. That's beyond the max of what that sound system will do. The conclusion was that with the existing sound system above maximum level, playing within the event space, there was little of any impact on the existing outdoor ambient sound levels already occurring on or about the perimeter of the property.

You gotta remember, this is almost a 10-acre piece of property. This barn is not a non-insulated barn. This barn is finished on the inside and the doors are not barn doors anymore. The entrance that we're talking about is not facing the neighbors. Actually, the entrance that we're talking about where people would go in, is on the opposite side of where most of the neighbors occur and as far away from the neighbors on the south as it possibly could be.

The sound study was performed with the east doors open and closed to provide a worst case scenario. Like I said, I have Paul here from Davidson & Associates to answer any questions you or these folks have. I provided this today because I did not realize it was not included in the packet until today because I did not see the packet until today what had been submitted, which should have been, in my estimation, available on Monday. So, I contacted one of the neighbors and said I am emailing this to you. Please accept my apologies for not getting this earlier because I was unaware it was not there available for you.

Like I said, Paul can answer any questions you have. I'm also open for questions. What I am asking, on behalf of the Beavers, is for you to follow the Planning Commission's recommendations and the additional restrictions that I have proposed to you and approve this special use permit, subject to all stipulations for one year.

(Mayor Garner left the meeting at 9:00 PM)

Mayor Pro Tem Bynum said we're going to open the public hearing on the item and ask the Clerk if we have notifications from the public who want to express their...**Mr. Deichler** said no comments were received. **Mayor Pro Tem Bynum** asked, is there anyone present who would like to speak in favor of the item? **Mr. Deichler** said seeing none. **Mayor Pro Tem Bynum** asked, Clerk, no one virtually? **Mr. Deichler** said seeing none online as well.

Mayor Pro Tem Bynum asked, is anyone present that would like to speak in opposition to the item? If so, come to the front, step to the podium and give your name and address for the record. You'll have three minutes. Anyone who is present wishing to speak in opposition to the item, now is the time to make your way to the front.

Hannah Monnington, 3211 Forest Ave., said he's going to pull up a thumb drive that's got a few pictures. I just wanted to say that the residents chose this neighborhood. Many of them have lived

there for more than two decades. They chose it with the understanding that it was a quiet residential area and not a commercial one.

While I recognize that this petition is not asking to change the zoning, essentially the zoning will be changed because there will be commercial events happening. It will allow an event center, which essentially is a business, to be operated among single family homes bringing commercial traffic and noise into our quiet neighborhood.

I don't believe it aligns with the best interests of the investments already made by homeowners, neither does it benefit the potential future resale value of the homeowners in this neighborhood.

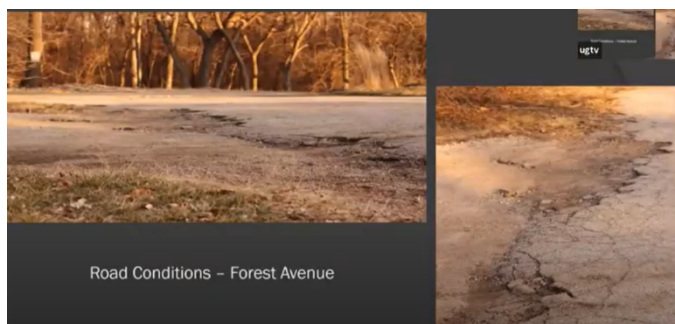


You'll see here a picture, oh, that's a screenshot from a wedding that took place at Stone Cliff in 2017.

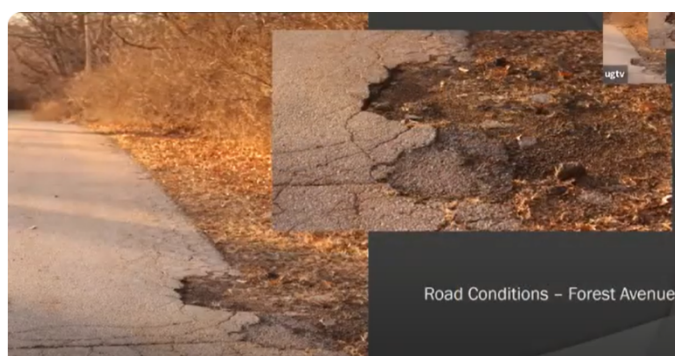


These are photos from the Beavers daughter's wedding, which obviously it's a family gathering and we have absolutely no problem with them using it for that. It just gives a picture of what could potentially look like events in the future.

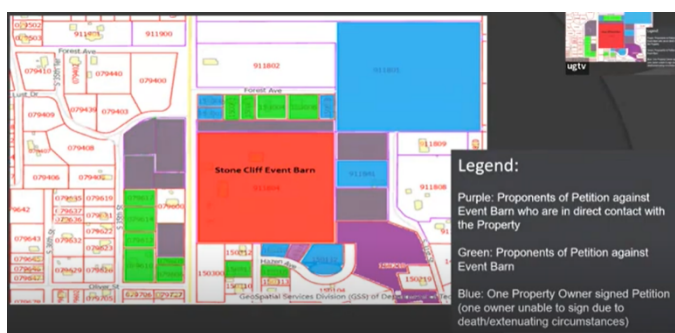
March 2, 2023



These are some photos from Forest Ave. with some road conditions. You can see that the roads have already kind of deteriorated.



Obviously, that's just something, as neighbors, we deal with. But definitely concerned with an increase of traffic, that these conditions could become worse and most likely will if not remedied.



This is just a map that shows some of the petitioners. They are in purple, the ones that are directly connected to the event barn. Those in blue, the reason that their petition is not...**Mr. Deichler** said one minute remaining.

Ms. Monnington said ...their names were not valid for the petition because of either extenuating circumstances or the death of a spouse. So those in blue were supporting our petition but, obviously, were not able to be counted because of the death of the spouse. Then those in green

are also supporting the petition to deny the special permit, but are not in direct touch with the property.

Mark Monnington, 3211 Forest Ave., said we're kind of blessed this evening because we thought we were going to get here a whole lot later than we are right now. Luke says on one occasion an expert in the law stood up to test Jesus. Teacher, he asked, what must I do to inherit eternal life? What is written in the law, he replied, how do you read it? He answered, love the Lord your God with all your heart and with all your soul and with all your strength, and with all your mind and love your neighbor as yourself. The guy said okay. That's cool. I can do that. Who's my neighbor? Then Jesus tells the story of the Good Samaritan and it turns out that the person that was this man's neighbor was the one that had mercy on him.

I know you guys got to be tired. This is my fifth time here in a number of years and I'm tired. I want to go home and relax and rest.

Who's your neighbor? I'll be your neighbor. My wife back there is your neighbor. The Beavers are not my neighbor. They're a business. I have nothing against the Beavers. Don't get me wrong, but they're a business. I live in a neighborhood. I wouldn't wish this on Mr. Hutton, my opposition over here. I wouldn't wish you going home to a bunch of noise in your neighborhood.

I can read you my experience. I came here in 2013, 2014 going. I'm concerned about this. I have experiences over the years now of the noise over there and it was worse than we ever imagined. It rattled my windows. Now I know what they're saying. They'll do these different things, but Mr. Hutton, in our neighborhood meeting, said you guys don't enforce the codes. He just volunteered that to us. **Mr. Deichler** said you have one minute.

Mr. Monnington said I want you to be my neighbor. Be my neighbor. I live in Wyandotte County. These people that I hear are asking you to be concerned for the neighbors, the people you live with. That's what I hear. Okay, be my neighbor. This is a business. They're not my neighbors. They're a business. They're in it for the money, that's why they're in it. I'm in my neighborhood because I love my neighborhood.

I know it's Wyandotte County and there's gunshots and fireworks and all that stuff that happens, but I still like it and I like peace and quiet. That's all I want. I want that for my wife and my children.

March 2, 2023

Noah Monnington, 3211 Forest Ave., said I would like to speak in opposition to this project. First I wanted to go back to something Mr. Hutton said at the last meeting that there would be no live music outside. I just wanted to ask if there was going to be music on speakers outside. I'm a soundman at our local church and I know you can really crank music up. (inaudible from the audience) Okay. I just wanted to clarify with that.

Another concern is the increase in traffic. I know that our roads aren't like that big. It's just a two-lane road. I know people are probably gonna miss the turn into the Stonecrest area and turn onto our street, Forest Ave. I know there's kids in the neighborhood that play on the street. That's just a concern, that increase in traffic.

Another thing is alcohol being served at this event center. What's to keep people from drunk driving? We already have a lot of drunk driving and car accidents, traffic violations, street racing in our neighborhood. We don't want an increase in that. We already have enough of that.

Also, one more thing. I'd like to hear the Beavers speak. I enjoy hearing Mr. Hutton speak, but I'd like to hear the people who are running it speak just to hear their angle on things.

Steve Latham, 3006 S. 34th St., said I live across the street from the farm, over across 34th St. I also represent Crosspoint Ministries. They have property there too. Children's ministry. We don't advertise it because of the climate of today. We minister to the kids in our community.

I'm in opposition mainly because of like what was mentioned about the alcohol. We don't need an increase of alcohol in our neighborhood at all and other issues, other social issue we've worked with for over 20 years.

I consider, even though they don't live near us, I guess it's because I used to work and be in partnership with people they know in their neighborhood now for many, many years with the Beavers. I kind of consider them a neighbor. I talk to him every so often from one event after another, one situation after another. I want to be a good neighbor even if they live away from me, even if it's just a business. I've met him and I kind of know him. I've met his wife once.

I just wanted to bring up the fact that one of your public servants, one of the codes enforcers, he does have, I'm not going to mention his name, he does have, his motto is do unto others as you would have them do unto you.

I want to agree with Mr. Monnington and his family about being a good neighbor and wanting to figure out who that is. In this situation, the business part of it seems to get in the way,

but I think we can overcome that. I just got this and it shows a lot of concessions in my point of view, like an olive branch and trying to appease the neighbors. I wish it was more than that. I wish it was that we could get along...**Mr. Deichler** said one minute remaining.

Mr. Latham said I wish it was more that we could, which it looks like it has allowances for this where we can meet together and maybe get to know each other better, and they'll use their facility, their event center to enhance that. I hope that happens. I'm still against it because this was just last minute. I don't know if it's real. I don't know if we've got to deal with the attorneys or what. I don't know what it is. I hope we can get along. I'm for them personally, but I don't like the business end of this that's creating more traffic, more alcohol, more noise. You say the noise has been taken care of. We did a study. I just know that anybody drinking alcohol somehow knows how to make more noise.

I'm just across the street wanting everybody in the neighborhood to get along. I've been doing it for years and years. If we can find a way and this is the way to start working on it, I'm for that but this just got right in front of us. I haven't seen this before.

Joi Monnington, 3211 Forest Ave., said I guess a lot's been said and I don't want to repeat. We've lived here now 24 years. I think the majority of the neighbors on our street have been there, at least one of them, had been there 17 years when we moved in. It's not a turnover neighborhood. People have been there. They like it up there. It's quiet. We have a beautiful view out the south.

My appeal to you, we want to keep this place our refuge. We relax in the evening on our back patio. We spend our weekends out in the backyard. This is our place of refuge. It's our place of respite. This is a neighborhood where most of us don't go extended vacations. This is our refreshing space. I feel that this is going to change that drastically.

Everybody has their own level of tolerance of what kind of music level or noise they can take. For me, when I can feel the bass from somebody, even a street over, it stresses me out to hear the bass. I can feel it in my chest. Bass is non-directional. You feel it. It's more of a feeling thing, and I struggle with that. We have a garage band over on Woodend and a couple of times a year the Catholic church does their thing. You can hear it clear up there. You can hear the bass.

We're talking about—I know the business is going to be, the striving would be to have your place booked as many nights as possible. We're talking potential seven nights a week. Ten

o'clock may not be late for some. For me, it's past my bedtime and people that have children go to bed earlier than 10:00. **Mr. Deichler** said you have one minute remaining.

Ms. Monnington said Saturday evenings, that's a late night; midnights, late. I'm up early on Sunday mornings. I'm just appealing to you. Think about. I can't imagine the Beavers and wherever they live would want that in their backyard. I can't image any of you would want this in your backyard. Would you? You are our voice. I'm asking you to speak up for us, the neighbors. This is not something we want.

Garth Davis, 3025 S. 35th St., said I oppose this project. I bought the house that I'm in 34 years ago in 1989. My wife and I are social workers. We bought this small house and through the years, I worked two jobs. My wife is still working. She's six years younger than I am. She's still working a full-time job and a part-time job. We worked hard through the years and remodeled the small house. We doubled the size of it, built a double door garage onto it, and pretty much got it the way we wanted it. Got a patch of woods behind my house. There's some deer and fox. I'm retired now and I'm enjoying my retirement, but my idea of a retirement is not to come home to noise.

This paper that they passed out they said they're going to have 12 events this coming year. Well, it's going to take them a year to get the place the way they want it. Then they're talking Sunday through Thursday shutting down at 10:00. On Friday and Saturday, they're talking about shutting down at midnight. Well, I was here nine years ago and they've had nine years to deal with what it would be like. You guys turned it down in '14.

They had some parties and it was a nightmare. I live 100 yards behind my brother-in-law and it was like these people were in my backyard. These events are going on at 10, 11, and 12. Anybody that hunts and fishes and you're out in the outdoors, you know how sound travels. I was playing a harmonic to my grandkids across the lake and they could hear me as if they were standing right in this room. That's how sound travels.

I'm saying this to say I work, my wife and I worked hard all these years to have a place, like Mark's wife said, it's their refuge. This is my refuge. I want to live and die in that house. I'm 70 years old. I hope God gives me another 15, 20 years. **Mr. Deichler** said one minute remaining.

Mr. Davis said I really don't wanna come home anytime night of the week and hear music going on and partying. I love weddings. I just don't want the weddings in my backyard and I don't think you would either.

Cindy Fuller, 3307 Forest, said I think I am the longest resident on the street. I've lived there for 43 years. It's always been a peaceful, quiet neighborhood. Kids play out in the street. Kids play in the woods.

I know they had the sound thing done. That was something they had done. That's not something we mutually—an unbiased thing was done.

They want the wildlife. They want to show that off. They're not only talking about—nine years ago what they wanted was an event barn. Now they're talking about having events during the day even. Classes come in and look at their native grasses and all this other stuff that they're supposedly going to have there.

The traffic on 34th St. is already bad. On Forest, we've got a lot of traffic on Forest because people come up, they can't go anywhere, they have to come back down. The road conditions, you've seen them from previous.

This is a residential neighborhood. As Mr. Monnington said, they're not my neighbors. They live in Mission Hills. Lynne said they have parties at the country clubs. I don't think your country club is quite as close as your barn. Neither here nor there, it's a neighborhood, too much traffic, too much noise, too much activity going on. **Mr. Deichler** said one minute remaining.

Ms. Fuller said that's all I really had to say. I know everybody else has said pretty much everything anyway.

Deborah Harmon, 3303 Forest Ave., said I am in total disagreement with this special event place going in. They seem to think they've addressed the issue of the volume and the noise in the area, which they don't because they forget that there's other accompanying noises besides just that one they did in the afternoon that there were no people talking. When you have people at a party, you boost the volume up so it can be heard over conversation. They also did not address the idea of having alcohol in this special event center, which they always usually do, or most always at wedding receptions.

We moved in there almost 40 years ago for the reason that it was a quiet, dead end street. We had kids. We didn't have to worry about them being snatched off the street. We didn't want to worry about somebody driving by, you don't know who they are. They're in your neighborhood for a reason that you had nothing to do with. True, that may not plan to do their patrons, but it's an option that's there. Stranger things have happened.

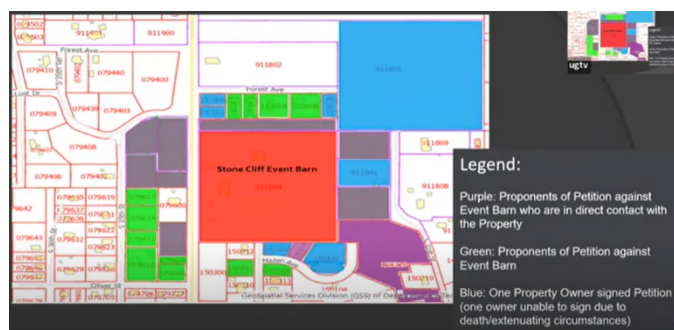
In the meantime, all this nine years that we've waited since the last time we did it, there's been no contact from Lynne or John Beaver. They've made no attempt to approach the subject again. Automatically we get a letter from an attorney. That's really neighborly. Not.

All that being said, the traffic ends up much, much more and because we are dead end, there's only a short distance between their driveway to Stone Cliff and then Forest. So, people are going to miss that drive in and come up to our street to turn around. Like Ms. Monnington said, we already have a lot of that traffic for people who don't pay attention to the signs that are posted at the end of the street. **Mr. Deichler** said you have one minute remaining.

Ms. Harmon said that's going to complete my comments. Thank you for your time and attention to this matter. We appreciate it very much.

(Mayor Garner returned to the meeting at 9:30 PM)

Fred Harmon, 3303 Forest Ave., said I've addressed this committee before at previous—nine years ago as well as tonight. If you could bring up the slide that we prepared, the presentation of the property with the highlights.



This shows that we obtained signed signatures on a petition from everyone surrounding the Beaver property with the exception of the one property that was provided to us by the Unified Government, that parcel there, 150300 was not provided to us as a signature. So, we did not attempt to obtain

that signature. The one adjacent to it that is white, the house was vacant at the time. It since is occupied, but at the time, a realtor had a sign out there. It was not occupied. All the rest of the surrounding properties, we obtained signatures from in opposition to this proposal.

The Unified Government stated that the connecting properties carried more weight than the non-adjoining or non-connecting properties in consideration of this. I just wanted to point it out that the blue that you see there, we obtained signatures from the survivors or the people that we could contact that signed the petition. We obtained those also, but they were disallowed due to a death in the family or in one instance, an individual is a triplegic in a center in Buffalo, MO. **Mr. Deichler** said one minute remaining.

Mr. Harmon said that was out of our range of traveling down there and back in the time constraints. We ask that the Commission reject this as they did. It did not come before you nine years ago. The Beavers withdrew the petition. It was not voted upon by the council, but in all likelihood, it would have been rejected and we ask you to do that this time as well.

Mary Dickerson, 3305 S. 33rd St., said we are in opposition with this petition and we agree with what all the neighbors already said. We like to live in a peaceful neighborhood. This business, I understand would represent more taxes for you, but it will be against our quality of life.

Mayor Garner asked is there anyone else who'd like to speak in opposition? Clerk, have you received any notifications from the public who wish to express their comments in opposition? **Mr. Deichler** said we received no notifications. **Mayor Garner** asked, Clerk, is there anyone joining us virtually who'd like to speak in opposition? **Mr. Deichler** said seeing none. **Mayor Garner** said I will close the public hearing. Would the petitioner like to make some closing comments?

Mr. Hutton said all I would tell you is in this particular case; I do have John Beaver here. He's more than willing to answer questions, and I told you the same with Paul Biersmith, who is the sound engineer who did the sound study. I would also tell you this property, these folks have owned for more than 10 years. Yes, they had their daughter's family wedding there and, frankly, you could do that on any property in Wyandotte County, your own family.

I think the key thing that I'm concerned about here is that looking for the highest and best use of this property, and also what effect it would have in a neighborhood. It's almost 10 acres.

If they're quarter acre lots, then that could be up to 40 homes or more in this neighborhood. The area around it is all zoned R-1.

What we're talking about is basically the occupancy of this barn and what we have gotten approval for is for events up to a hundred. That is less people than would actually be moving into this neighborhood if there were 40 homes built.

I do appreciate the neighbors' concerns. Like I said, we've had an excellent dialogue in terms of stuff. The reason they got the Beaver investments list of things is because Tom Stibal and I sat down with John Beaver to come up with what we thought were solutions and we were willing to live by those and abide by those. Again, I believe, at least in regard to several folks, they have my phone number and my contact information. I told them and I will provide them any information they need or emails or phone numbers for the Beavers if needed.

Commissioner Ramirez said thank you to the neighbors who came out and spoke. Since this has a valid protest petition, it's never my intention to override a valid protest petition. The community did the work. They came together and our Planning Department agrees that it's valid. This is where I come from. With Planning doing these cases, it's never my intention to override one.

I think it's a good event space. I think it's a great project. I know this location very well. It sits almost at the border of Commissioner Markley's and my district lines. My childhood home is down the street on Woodland Blvd., so I know this location very well. It is, as the neighbors said, it is a very quiet, quaint little area where Commissioner Markley's and my district come together.

I do want to thank you for presenting it. Thank you, neighbors, for everyone working together trying to come up with a compromise.

Commissioner Markley said I think Commissioner Ramirez probably made the pertinent point which is that to override a protest petition. Maybe it doesn't matter if we want to or not. In the sense of what our intention is, but it's pretty difficult to do. It would take more or less this whole Commission. So, I guess the only question I have for you is, do you think there is any opportunity for you to go back and talk to these neighbors, and would that be worthwhile to have that discussion to see if you can make headway.

Mr. Hutton said I'm going to tell you; I had a conversation with one of the individuals in this group today. Would it be a fair statement that you think there is a possibility of a compromise or not? **A gentleman in the audience** said with the correct dialogue and building concessions on both sides. Can I speak for my neighbors? I feel a negotiated contract (inaudible) may reach an impasse. I don't know. The dialogue is there. It's whether or not...

Mayor Garner said we've got to make sure that we maintain order. We have the petitioner at the podium. I take it you've answered that question. **Mr. Hutton** said I believe what Commissioner Markley asked me. I had a conversation with one of the opponents today about that specific thing. I'm not going to tell you the whole conversation, but the conversation from his perspective only, not for the other neighbors who are here, that there was possibly a compromise. So, Commissioner Markley, that's the only answer I can get.

Commissioner Bynum said I can see a possibility of us agreeing if there is a way, Gunnar, to hold it or send it or whatever the proper procedure would be. I'd like to make a couple of comments, but I want to hear what you would suggest would be the proper way to do that.

We've seen this before. We've had an agritourism business, a winery operating in a single-family neighborhood. We've seen this before and it did not end well, but it could have for all parties involved. I have a real affinity, I guess would be the word, for the concept of agritourism. Number one, we could use a little bit more of that in our urban community, but it's difficult for it to live comfortably in single-family neighborhoods. There's just no way around that.

I live on 10 acres so I know, as one of the gentleman said, how sound travels. I live right by Wyandotte County Lake, so I know how sound travels especially when there's an event at a shelter or Davis Hall at Wyandotte County Lake. I listen to that until the event stops. That's just because sound travels. I like having events at Davis Hall at Wyandotte County Lake, so I'm not necessarily opposed. I chose that location to live. The lake was there before me, so my case might be a little bit different.

I'm just curious if there is a compromise. I guess, for the petitioner, the notion with Gunnar's guidance, we would send it back wherever it needs to be, either hold it or whatever the proper thing to do is, is probably a better option than what the other outcome could be tonight.

Mr. Hand said if the Commission wanted to give the applicant more time to discuss with the neighbors, I'd recommend that we hold it over for 30 days. I believe, and I defer to Legal, that would just take a simple majority.

Mr. Hutton said these folks don't want to wait any longer than that. They'd like to have it resolved tonight, correct, but I will need to talk to my client. I will also do that, and I don't see a reason to hold it more than 30 days. What I would tell these folks and tell you, if we cannot reach an agreement, and I know that with the valid protest, what I've heard from one commissioner who represents the district and one who is adjacent, that they are going to vote no. I can do my math. That means that I would not have enough votes in order to get this approved.

So, what I'm saying is, yes, I will go ahead and follow up, but if I don't have that agreement, at least in substance, then I will go and not require you folks to come back and I'll withdraw the petition, which I kept my word when I did that nine years ago. I think you all agree with that that I kept my word.

A gentleman in the audience started speaking. **Mayor Garner** said we can't have a discussion. **Mr. Hutton** said I apologize. I'm just trying—these are folks I've got to talk to and I have talked with. **Mayor Garner** said duly noted.

Commissioner Davis said for clarity, the client is not here right now or you're not able to contact them right now. **Mr. Hutton** said no. John Beaver is here. **Commissioner Davis** said okay. Gotcha. Well, if there's anything that you would like to say regarding this? **Mayor Garner** said at this point, we've moved past that point on our agenda. If there's a question that the commissioner would like to have specific, then I would say do it that way.

Commissioner Davis said I don't have any particular question. I'm glad that you are here. I just was not sure. I get kind of a sliver of at least the Turner School District in my commission district. I'm going with the other commissioners. It just doesn't make sense to overturn this. You all have done the work. You've organized. There's not much more that needs to be said here.

Action: **Commissioner Markley made a motion, seconded by Commissioner Burroughs, to hold Special Use Permit Application SP2022-113 over for 30 days for the applicant to have additional discussions with the neighborhood in**

hopes of reaching some conclusion. Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

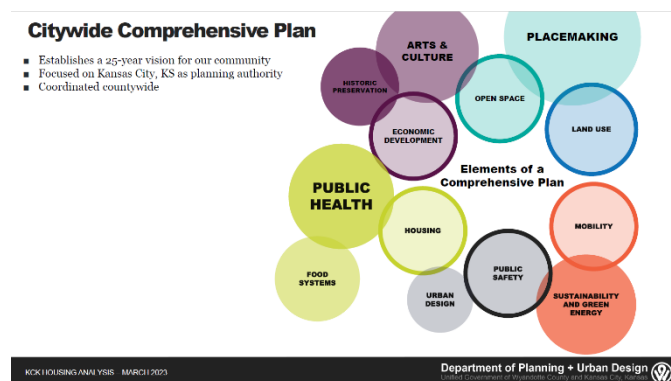
Item No. 2 – 212312...UPDATE: CITY-WIDE COMPREHENSIVE PLAN

Synopsis: Update regarding housing provided by Gunnar H. Hand, AICP, Director of Planning and Urban Design.



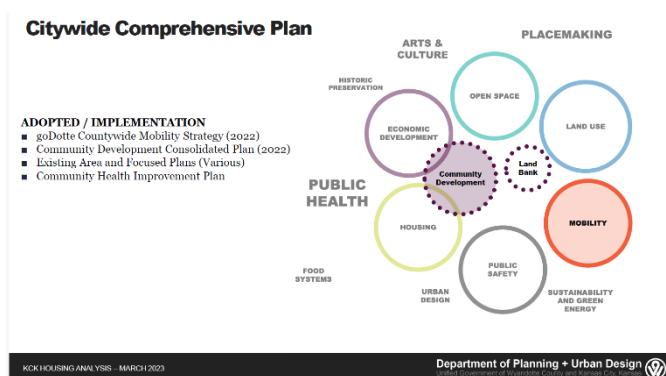
Gunnar Hand, Director of Planning and Urban Design, said real quick, I was just going to give a quick overview of where we’re at with the comprehensive plan before I hand it over to Mr. DeWayne Bright, the FUSE fellow for housing strategy with the Unified Government.

On your screen, what you see are typically what are some of the standard, let’s call them chapters or elements included in any comprehensive plan. These are not set by any law. These are just typically what are involved when you talk about a comprehensive plan.

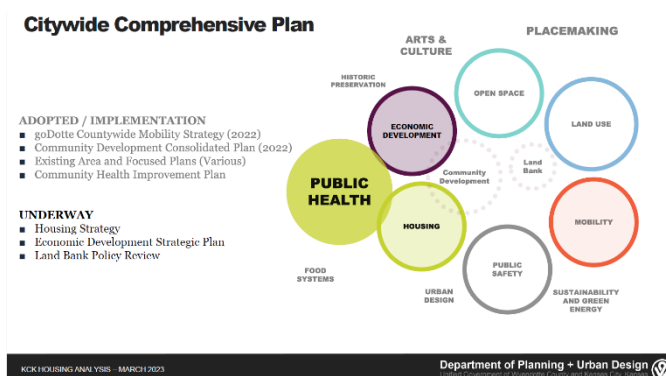


Over time, what has been included in comprehensive plans in terms of trends or best practices or changes, has grown. It’s much more expansive. It’s a lot of overlap. There have been a lot of

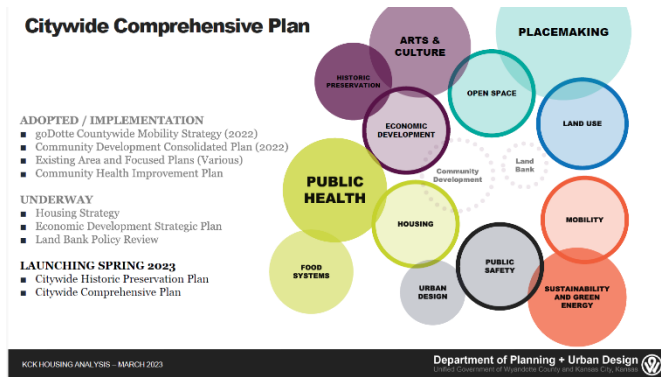
focus on, for example, public health not being a chapter but public health being imbued in all of the chapters of a comprehensive plan. Point being, there's many ways to do it.



The good news is we have been building, through the course of our existing adopted plans and through implementation, we've been laying the groundwork for a comprehensive plan for quite some time.



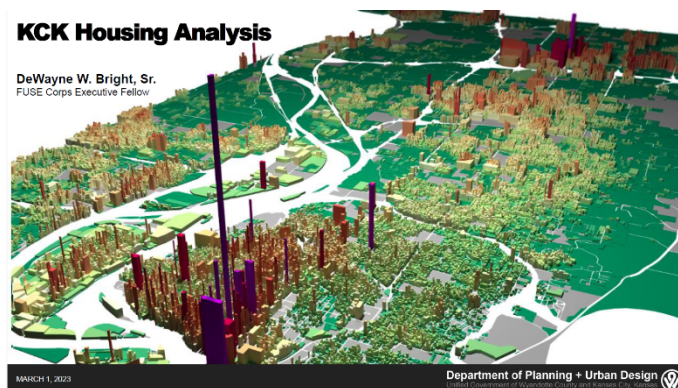
We are also underway with various policy reviews, other economic development strategies that the Interim CEO mentioned earlier this evening, as well as Mr. Bright's housing strategy. Our intent, as I previously described, is to fold all of these efforts into a single conversation about the vision of the Unified Government, which is appropriately timed. We are at, or just passed, our 25th anniversary. Seems like a pretty good time to look forward to the next 25 years.



So, what's going to happen in the next couple of weeks, maybe a month, we're going to secure additional contracts to begin that comprehensive plan process to also begin a historic preservation plan. Again, all of that together works toward a singular vision.

What we want to do this evening, and what we'll continue to do in the months as we continue working on the comprehensive plan process, is not bring you a comprehensive presentation about what we're doing, but really we wanted to thematically bring every month a different topic to have a specific pointed policy discussion with you all.

So, Mr. Bright has a five to ten minute presentation. We do have questions at the end of this. It's for information only, but we would like to encourage your dialogue so that we get directions specifically from you in this case as it relates to housing.



DeWayne Bright, Sr., FUSE Fellow Housing Coordinator, said Gunner, he's explained how our project fits into the overall plan for the Unified Government. For this FUSE fellowship, for this year-long fellowship, we have several goals for this fellowship.



First, to research the existing conditions and community needs. Some of that information we began, and you'll see that this evening during this presentation. Some of the comments that we'll ask at the end of this will help us better get ready for our final plan.



First, we're going to also look at developing a cohesive housing development strategy. This is about helping the Unified Government and the community understand the proposed journey of building new housing and also renovating existing housing.

Within this goal, there are two components for consideration. The first one is to improve housing access. Improving housing access, what we're describing is, is that if you are 80% median income and above, you don't have as much difficulty within Wyandotte County finding housing. But, if you find yourself below 80% median income, particularly if you're in the 60, 50, and especially the 30 range, it is extremely difficult finding housing. So, we want to make sure that we're protecting the most vulnerable within the community.

Then the second is also addressing the residential displacement. Oftentimes residential displacement is associated with what's considered gentrification and that is when you're building in new developments in areas that are less protected and oftentimes marginalized. There oftentimes is a risk of displacing residents that are already there or residents that cannot afford to remain there due to the increase in property values. So, we want to make sure that we also have some policies that are in place that protects residents so that helps with dealing with the displacement issues.

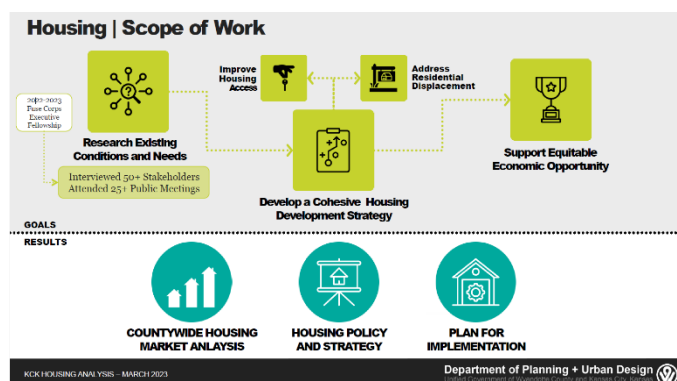
Lastly, we're going to have housing as a part of a broader economic goal. It is simply impossible to do a good housing development plan without an economic development plan. They go hand in hand. So, housing is a very, very key component in economic development, and we want to make sure that we're working together with both of those.



At the end of this fellowship, there's going to be several results or deliverables. The first is a county-wide housing market analysis. We began that process. We want to understand clearly and be able to quantify the supply and the demand needs here in the Unified Government.

The second deliverable is a housing policy and strategy that is a clear framework for the direction that we're going to take to develop housing within the Unified Government.

Lastly, it is a plan for implementation. We want to make sure that we're in a good position, and that the Unified Government is ready to move in a way that's going to be able to implement any plans that come forward. So, that's the core of our scope of work.

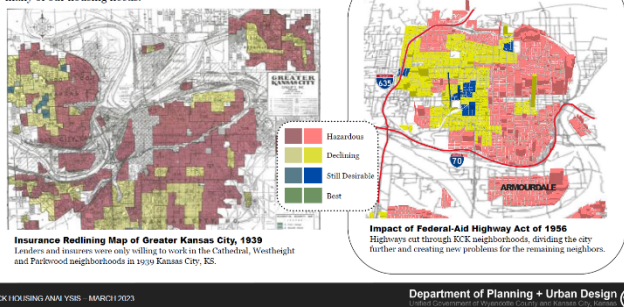


To begin this process, I began with a 90-day landscape analysis where we looked at a cross-section of interviews throughout the Unified Government. That was with elected officials. That was with administration. That was with neighborhood groups, community organizations and businesses all throughout the Unified Government in order to get a better understanding of the housing conditions here in the Unified Government.

So, in doing that, I conducted more than 50 interviews and did more than 25 community meetings, which helped us get a good understanding of the most vulnerable within our community.

Housing | Historical Context

- Generations of systematic discrimination have shaped many of our housing needs.



For the historical context, I have to say that Assistant County Administrator Alan Howze and his team had done great work in getting together much of the data that the Unified Government has been utilizing over the last few years. So in that interview, he was extremely helpful along with Jud Knapp. They pulled this information together.

So, redlining has always been an issue in cities all throughout the country. The system of systemic discrimination has marred so many metropolitan areas and Kansas City, KS, was simply no different.

What we're looking at here is the redlining map from 1939. In this redlining map of 1939, what it shows is that there are four areas that redlining maps signified. It was hazardous areas. There were hazardous to be able to lend money or for insurance agencies to write policies. It was really a discriminatory practice because when we talk about the hazardous or risky areas, it was always code for communities where minorities typically lived; minorities and immigrants.

You can see in the upper left-hand corner of our map, there are the hazardous areas that are in red. The declining areas are in yellow. The still desirable areas for lending or writing insurance policies are the only three areas within Kansas City, KS, and that is the Cathedral neighborhood, Westheight, as well as the Parkwood neighborhood, which were historically the white neighborhoods within Kansas City, KS. The thing to also note, the best neighborhoods, which are green, there were no best neighborhoods within Kansas City, KS, to write policies or to lend money.

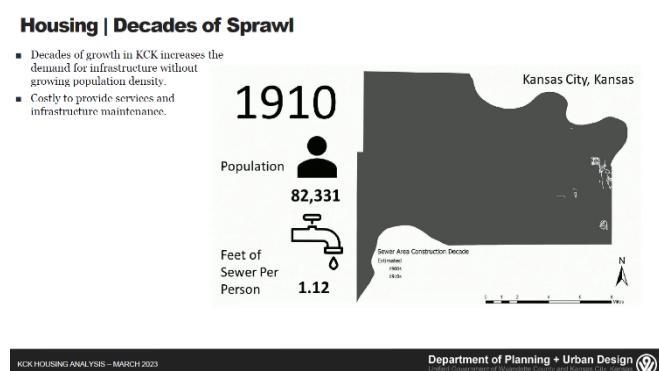
That was a very difficult piece to begin to look at, that this is the condition of the history of Kansas City, KS, and just how redlining marred this process.

Between 1939 and 1956, the impact of redlining had really begun to take hold on Kansas City, KS, and something fascinating happened. In 1956, there was the Federal Aid Highway Act that came in. It was essentially passed to make sure that highway and transportation was cheaper

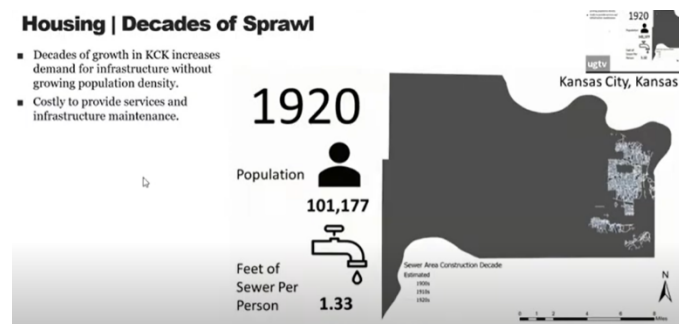
to be able to travel from one coast to the next coast; and in time of war, if there was ever a possibility of a ground war on United States soil, that we were able to handle a ground game. Many metropolitan areas used that opportunity to tear through minority and immigrant communities, stripping away thousands of houses. Kansas City, KS, was no different.

When you notice I-70, when it was developed, coming from the east, it tore through many of the houses in the Strawberry Hill area, which was largely Croatian and German immigrants; made its way west and it made the situation between Armourdale, which was already isolated by the railroads, it only exacerbated the north and south boundaries between Armourdale and the area to the north.

Then, when you look at 635, it was almost with surgical precision that 635 came through and then K-5 up on the northern end, and it divided Kansas City, KS, between east and west. K-5 actually even split Parkwood in half. So, what has happened with the highways and with the redlining, it essentially economically starved the eastern part of Kansas City, KS. A literal starvation economically. Loans, insurance policies, and the like. So it made it awfully difficult.



All this is all within the 635 loop now.



March 2, 2023

Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
- Costly to provide services and infrastructure maintenance.

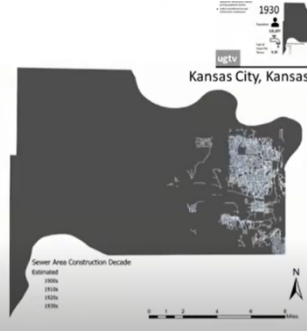
1930

Population

121,857

Feet of
Sewer Per
Person

9.35



Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
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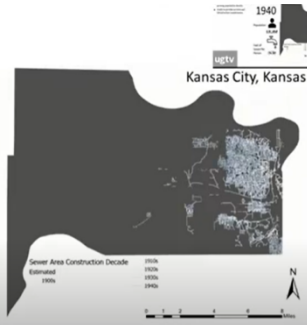
1940

Population

121,458

Feet of
Sewer Per
Person

15.59



This was an exciting piece that Alan Howze's team came up with, this GIF, because in the late '50s

Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
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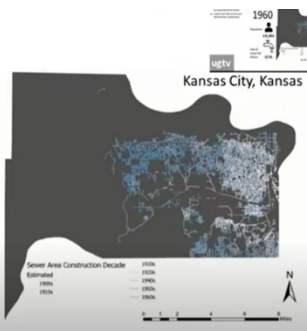
1960

Population

121,901

Feet of
Sewer Per
Person

25.31



and early '60s, that's when white flight began to take place in Kansas City, KS. Kansas City, KS, began this westward expansion.

Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
- Costly to provide services and infrastructure maintenance.

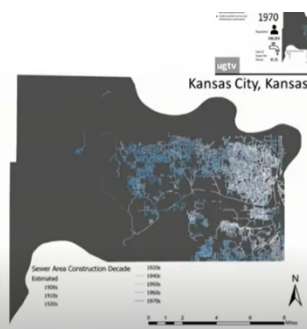
1970

Population

168,213

Feet of
Sewer Per
Person

21.11



March 2, 2023

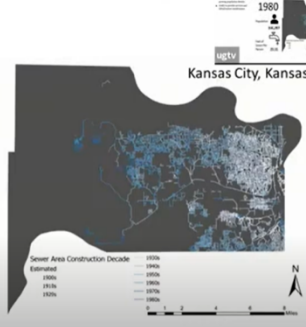
Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
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1980

Population
161,087

Feet of
Sewer Per
Person 23.11



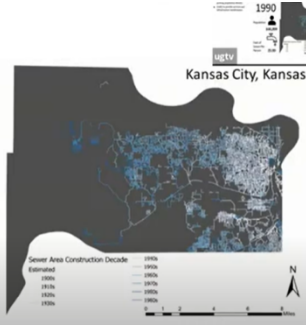
Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
- Costly to provide services and infrastructure maintenance.

1990

Population
149,800

Feet of
Sewer Per
Person 25.89



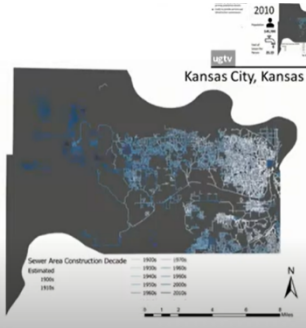
Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
- Costly to provide services and infrastructure maintenance.

2010

Population
145,786

Feet of
Sewer Per
Person 30.10



Infrastructure was built out in order to accommodate all the new residents that are to the west.

Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
- Costly to provide services and infrastructure maintenance.

1900

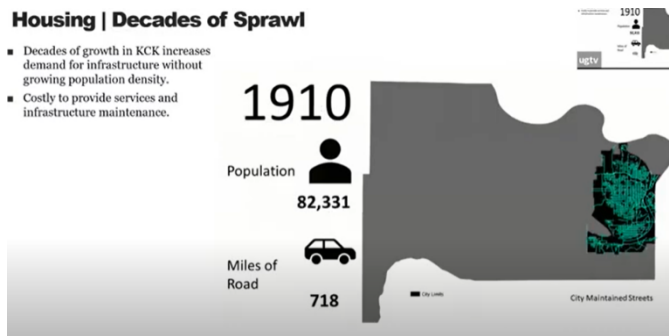
Population
51,418

Miles of
Road 472



Housing | Decades of Sprawl

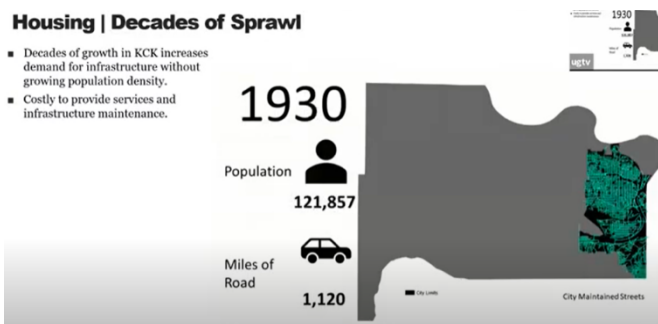
- Decades of growth in KCK increases demand for infrastructure without growing population density.
- Costly to provide services and infrastructure maintenance.



The first GIF, it shows that in 1910, there was approximately one-to-one ratio persons to feet of sanitary sewers. In between 1910 all the way to 2010, that ratio went from one-to-one to one-to-thirty.

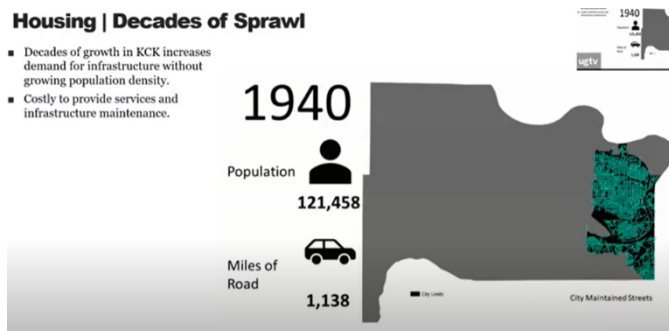
Housing | Decades of Sprawl

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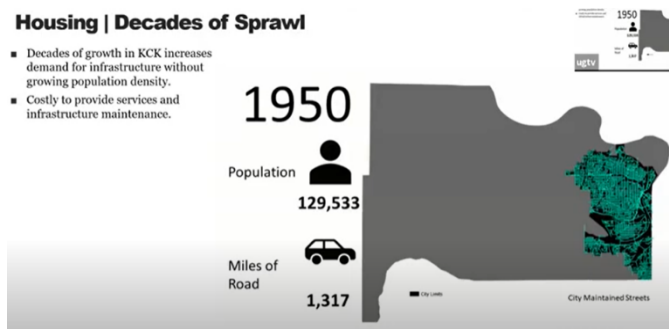
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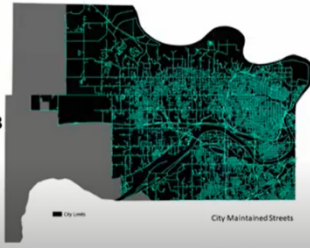
1970

Population

168,213

Miles of Road

3,890



Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
- Costly to provide services and infrastructure maintenance.

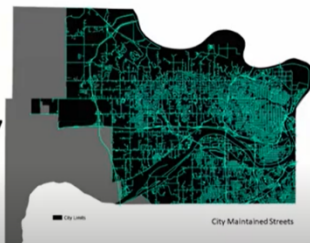
1980

Population

161,087

Miles of Road

4,093



Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
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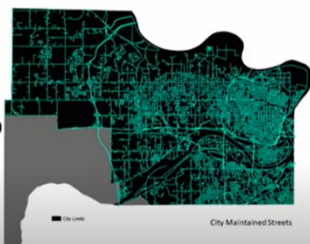
1990

Population

149,800

Miles of Road

4,456



The same incident happened with roads in building out all the roads. The roads and the amount of roads that were built, was far more than could be accommodated by the population that the city had. So, what happened was, this put us into a severe debt cycle that you had far more infrastructure than what you had in population.

Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
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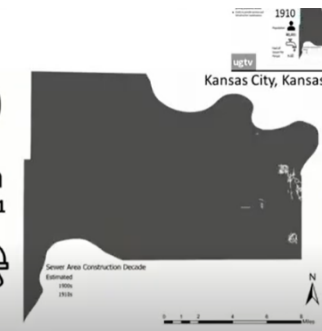
1910

Population

82,331

Feet of Sewer Per Person

1.12



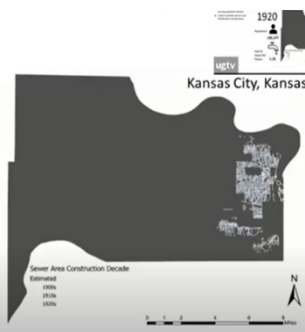
Housing | Decades of Sprawl

- Decades of growth in KCK increases demand for infrastructure without growing population density.
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1920

Population 
101,177

Feet of
Sewer Per
Person 
1.33



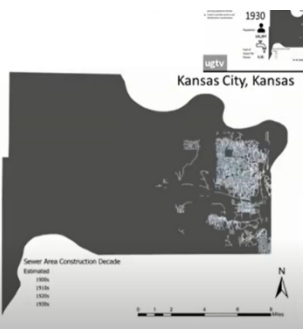
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Population 
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Person 
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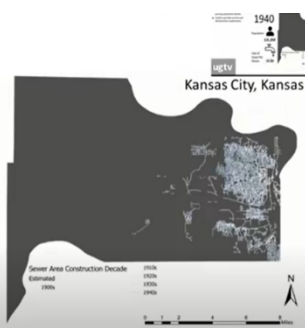
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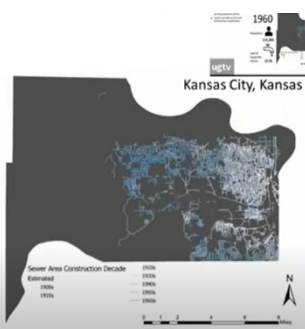
Housing | Decades of Sprawl

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1960

Population 
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Feet of
Sewer Per
Person 
25.31



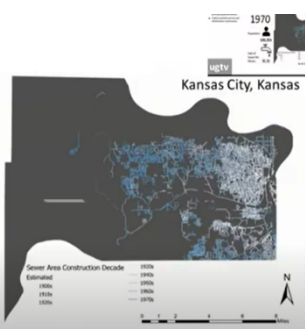
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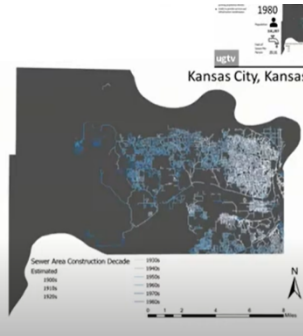
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Housing | Decades of Sprawl

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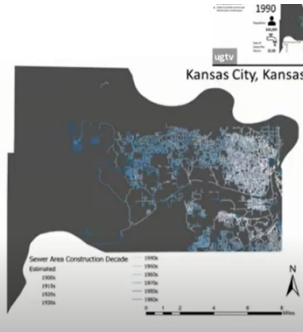
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Housing | Decades of Sprawl

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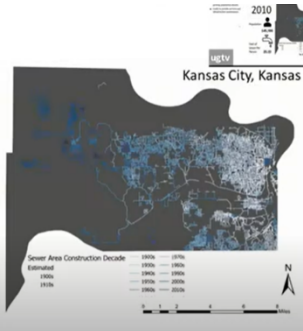
2010

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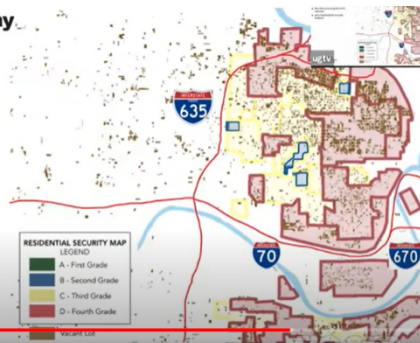
30.10



These GIFs only document sewers and roads; doesn't mention the electrical grid, water lines, or storm sewers for that great expansion to the west and, again, that debt cycle, we're still in essence paying for that right now.

Housing | Vacancy Today

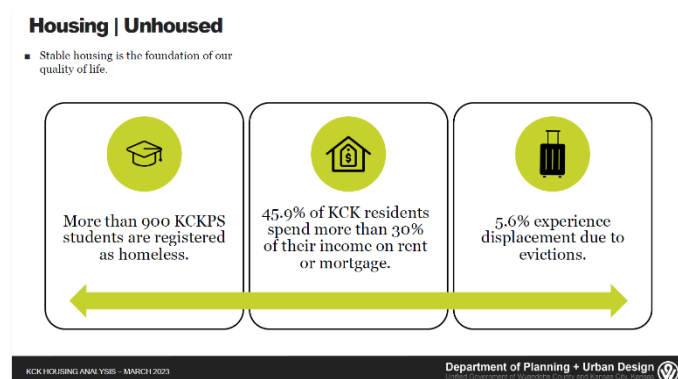
- 12,043 vacant lots in Wyandotte County.
- More than 4,600 properties in UG land bank.
- 90% of land bank lots are in the Northeast.



Vacancy Analysis, 2023
East of I-435 reflects years of neglect.
High density, high vacancy.

There are two things that are the greatest impacts of redlining and the Highway Act. No matter what city you go to, you're always going to find that the result was extremely high vacancies in vacant lots and tax delinquencies.

You can see this in this map that is a vacancy map. All the redlined areas there, you can see where there are the highest amounts of vacant lots. For in Wyandotte County, there's over 12,000 vacant lots in Wyandotte County. Our Land Bank holds 4,600 of those vacant lots, but 90% of the vacant lots in the Land Bank are all in the Northeast. Even when you look at the map, Westheight, Cathedral, and Parkwood had the fewest amount of vacant lots. So, there's a direct correlation between the policies of the past and the situation that we're in right now.

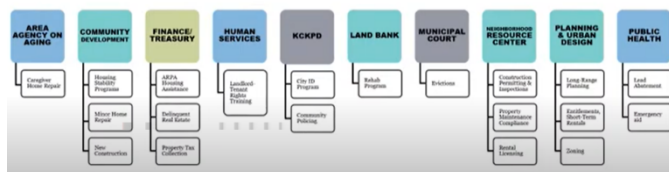


In examining and doing our interviews with Kansas City public schools, the McKinney-Vento Act is an act that was passed to provide services and resources for children and young adults that are in school that find themselves to be homeless; they're homeless. So, every school district follows the McKinney-Vento Act. The Kansas City, KS public schools have 900 children that are registered under McKinney-Vento. Whenever you do any research about the McKinney-Vento, for every district that you have, the number of youth that are registered, the actual number of youth that are homeless is double that because you don't want to associate with being homeless because of fear of going into the foster care system. So, we have nearly 1,800 youth that are homeless in the Kansas City public schools.

Then we have 45.9% of Kansas City, KS, residents that spend up to 30% of their income on rent or mortgage, so they're heavily cost burdened. Then, over 5.6% experience displacement due to evictions.

Housing | UG Forward

- Multiple departments oversee aspects of the housing ecosystem
- Important to clarifying the role(s) of the Unified Government in housing.



Housing and Unified Government. In looking at how does housing production and maintenance take place in the Unified Government, through our interviews, there are numerous agencies that handle housing related issues from the Area Agency on Aging to Community Development, our great Kansas City Police Department, the Land Bank, the Neighborhood Resource Center, and particularly Public Health. Public Health does a ton of resources as it relates to housing related issues. So, there's a lot of agencies that are doing housing within the Unified Government.

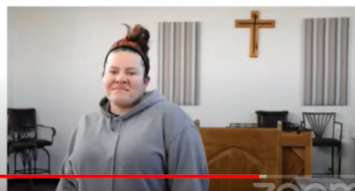
Housing | Partners

- Understanding the ecosystem of partners, new building technologies, and other creative business models will help us accelerate outcomes

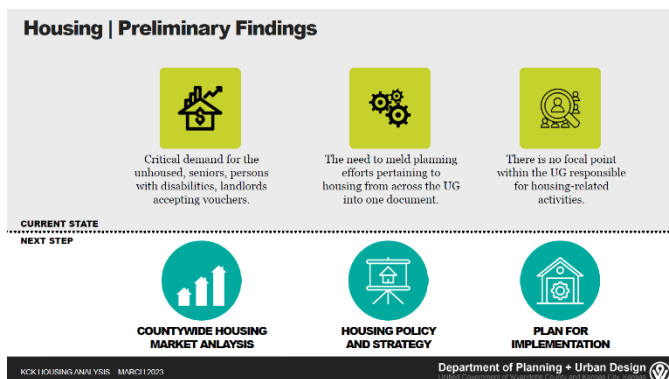
Kansas City, Kansas, schools found a creative way to cut homelessness in half. Here's how

KCUR | By Jeff Fortin, Barbara Shelby
Published February 15, 2023 at 5:00 AM CST

LISTEN • 7:04



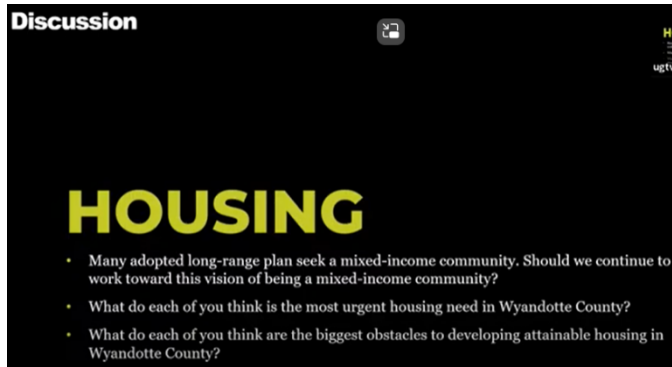
In our next slide, we kind of want to be able to put a face on it. The Kansas City public schools has a program that they're affiliated with. It's called Impact KC. This article was published on KCUR on the 15th of February. It highlights great agencies that actually work together to make sure that children and families find stability and they're no longer homeless. This was a great article. We really wanted to make sure that we highlighted that because it's a really good piece for us.



For our preliminary findings on where we really need to pay attention to as it relates to housing and the demand, there is a critical demand for housing for persons that are unhoused and that is youth that are unhoused and young families that are unhoused particularly. We have to pay attention to that sector because if we do not, they are definitely looking at long-term poverty and long-term homelessness if we don't pay attention to that. So, we have a need for greater housing for seniors, persons with disabilities, and for landlords accepting vouchers. Our next step with that process is that we're going to provide a county-wide housing market analysis.

Secondly, there's a need to meld planning efforts pertaining to housing from across the UG. We have a lot of great plans within the UG, but they all need to come together in one plan because they all have different components of housing. So, we need to have that all in one document. So, that's what our next step will be is a housing policy strategy to do that.

Then lastly, there is no focal point for housing production and taking care of housing retention within the UG. You saw that on that previous slide. It's done all across many, many departments. The difficulty is that we have a saying in community organizing that when nobody is accountable, when everybody is accountable, that means nobody is accountable. There needs to be an agency that is accountable for housing production and retention. For that last part in our next step is to look at a plan for implementation. We can have great plans, consolidate them all into one plan, but if there's no mechanism to implement the plan, we're not as far along as we need to be.



So, there's just a couple of questions that we just wanted to check in with you all. In the long-range planning, there is a talk of a mixed-income community. Mixed-income communities have been successful all throughout American history. What we want to know is that should we continue to work toward the vision of building mixed-income communities as described in our plans? Is that something that we should still continue to do?

Commissioner Bynum said my answer is yes. I've been working in grassroots neighborhood-based organizations now for 20 to 25 years. We've been talking mixed-income communities that entire time. So, yes.

Commissioner Bynum said I have some other questions and comments, but I will say this out loud to everyone that I said to you when we met. We have Wyandotte Economic Development Council that was originated as Wyandot Development, Inc., and focused on commercial/industrial. I've been asking for more than 20 years, where's my Wyandot, Inc., for housing. I told you that when we met, and I hope that's where we're headed.

It's really interesting to have you show us graphically all of the departments that touch housing. I think we know that in our heads, but to see it graphically is a different thing. I think the important conversation that I think you're bringing is, how do we—how old is that maybe in one place within our Unified Government.

I think another question is, what's our role. What is the Unified Government's role as it relates to other public sector entities, the state government, the federal government, and the private sector?

Mr. Hand said I would just add there's many different ways that you can work toward a mixed-income community from a land use perspective. Coordinating land use of transportation is a key

component of that. There was a study done in the 1920s in Kansas City that looked at all the communities when we were a streetcar community, both in Kansas City, MO, and Kansas City, KS. The most diversity and most equitable neighborhoods were those built along the streetcars.

Commissioner Ramirez said I don't have a problem with mixed-income communities. The only thing I not fear, but hesitant, is the equity and fairness of mixed-income communities. We don't want to build mixed-income communities and then it starts going—you can go severely in both ways where a lot of people—a lot of high-income people come into the community and the lower income gets pushed out. Or if the higher income no longer want to live there, they leave. We have now a higher density and concentration of lower income in the communities of what we're having now. So, it's just finding that perfect balance of the mixed income.

I think when we're talking about mixed income is affordability, affordable housing. Unfortunately, our state loves to pre-empt a lot of the actions we can do on affordable housing and just housing in general.

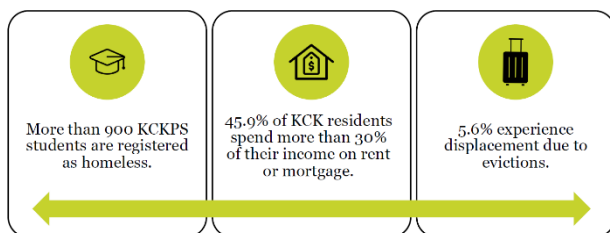
Commissioner Ramirez said a request to Gunnar or to Legal. Can we get a list of all state statutes that pre-empts us from dealing with anything having to do with housing? I know there's a lot out there. I would love to have a comprehensive list so that I know when we're going through this discussion of housing and coming up with the housing strategy, we can have on deck right in front of me, the different laws that say we can't do this because I know there's a lot. We could do a lot of good impact to our community, but our state doesn't allow us.

I know that was kind of off center for the question, but agree with the mixed income as long as it's fair, equitable, and affordable.

Commissioner Townsend said I have a question. On the slide where you're showing housing and the unhoused, you made reference in particular to youth in USD 500 that were unhoused. Can we see that slide again?

Housing | Unhoused

- Stable housing is the foundation of our quality of life.



KCK HOUSING ANALYSIS - MARCH 2023

Department of Planning + Urban Design

The 5.6%. What is the population of that? Are those the 900 that you talked about, that 5.6% of them experiencing displacement due to eviction? What is the population that you were talking about?

Mr. Bright said no. That's not that. That came from the community health assessment and the CHIP plan; that information. That's not related to the 900 homeless students. Now, there's a possibility some could be in there, but the school district regularly keeps a record of kids, youth that are homeless. So, that's not directly tied to the 5.6%. **Mr. Hand** said that's 5.6% of the entire county.

Commissioner Johnson said, Mr. Bright, I would encourage us not to try to have the fullest of this kind of discussion at 9:30 in the evening time. I'm not prepared to give my very best to this conversation. I think I'd like to at least encourage us to think about having this during a special session where we can have a more full-throated discussion and those questions because as soon as you asked that first question, I was going no, no, no, no. I'm not ready to be in dialogue. I can only speak for myself, but I would encourage us to really think about having this discussion in a special session where we can really get into it and I can speak for myself. I can be better prepared to be able to respond.

Commissioner Davis said in light of that, I will be fast just in my response to all of the questions. Number one, staff, staff, staff. It's great for us to come up with these ideas, but if we do not have the people to implement them, it makes no sense of having this conversation at any time. So, if you all can come back to us on how can we support staff, how can we recruit and retain staff so that we can make some progress on housing, that would be great.

March 2, 2023

Working with our lobbyists, right? Commissioner Ramirez talked about all the state statutes that pre-empt us. Speaking with Mr. Davis, what is currently happening at the state legislator? What can we advocate for us as Wyandotte County? That would be very, very helpful. Our congressional delegation, we have two members of the House of Representatives and two senators. Are we engaging those offices because redlining is not just a local problem or a state problem. It's actually a federal problem and we do not hold those folks accountable for moving the needle on that.

The last thing I'll say is I know Kansas City, MO, has done some very, very innovative things regarding this, especially working with their houses population, speaking with them and surrounding jurisdictions to see what has worked and what could be implemented here would be great. I will go back to my first point, staff, staff, staff. If we don't have the staff, no point in having a conversation.

Cheryl Harrison-Lee, Interim County Administrator, said I would agree. This is definitely a conversation for a special session. What I'd like to know from the Commission is if you would like this moved to the 30th meeting for a special session to have this? Okay. We'll do.

Mr. Hand said, Interim County Administrator, if I may. If we plan to do this every month, should we plan to have a special session every month around the comp plan? **Ms. Harrison-Lee** said let's have a little bit more dialogue about that.

Mayor Garner said thank you so much. Good presentation. Housing is a big issue. We'll make sure that we do get a special session for this Commission at the request. Hopefully, staff, I know you're limited, could be prepared for that to have some of the questions that I know some of our commissioners have, and give us a little more clarity so we can get you some clear direction moving forward.

I can say that housing is a big issue. I've been to DC to several conferences. When you talk about homelessness and where we're at, just not in Wyandotte County, but throughout our nation, housing, housing, housing tends to be the main topic of discussion coming up.

Not just housing, but rents that continue to go up. I know that there's some communities—you can look at New York City that has looked at some policy and legislation to address some of those issues with rising costs and things of that nature, so I agree it would be good to look at what

other communities are doing, cherry-pick some of those best practices. I think it'd be a good item of discussion for our Commission to consider on how best to improve the condition, especially those that you mentioned, those that are at the median to lower socio-economic ladder that are really struggling just to make ends meet, let alone trying to decide whether to put food on the table, pay the rent, keep the lights on, and things of that nature.

I think I don't want renters to be overlooked in this equation as well when you talk about evictions and how that impacts. A lot of lower income folks unfortunately don't own properties. A lot of them really depend on rent and having those landlords, a lot of vouchers out there. With rents continuing to rise, I think we really need to look at not just homeowners, but our renters as well.

Action: For information only.

Mayor Garner said that concludes the Planning and Zoning portion of our meeting. I'll entertain a motion to adjourn as the Board of Commission and call us back to order as the Land Bank Board of Trustees.

Action: Commissioner Davis made a motion, seconded by Commissioner Ramirez, to adjourn and reconvene as the Land Bank Board of Trustees. Roll call was taken and there were ten "Ayes," Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Mayor Garner asked, do any members of this Board or the County Administrator wish to set aside any item on the Land Bank Consent Agenda?

Action: Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve. Roll call was taken and there were ten "Ayes," Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 1 – 212236...LAND BANK OPTION APPLICATIONS

Synopsis: Request consideration of the following Land Bank option applications, submitted by Jud Knapp, Land Bank Manager.

Please visit the new site to review the applications below.

<https://experience.arcgis.com/experience/b63e9cb3cca44be59f458765dbeddc8/>

- A. Single Family Homes – 2 Homes
 - 1. Denis Mendoza – 1 home
811 N. 83rd St. – 009480
 - 3. Ingrid Landis – 1 home
2840 S. 9th St. – 136561
2842 S. 9th St. - 136548
- B. Multi Family –6 Units
 - 2. Michael Berry – 2 units
2602 N. 57th St. – 036210
 - 3. Fernando J Gomez – 4 Units
2233 S. Mill St. – 137258
- C. Commercial – 1
 - 2. Karen Daniels – The Boston Daniels Peace and Arts Center
708 Quindaro Blvd. – 111909

Action: **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Item No. 2 – 212237...LAND BANK PROPERTY TRANSFERS

Synopsis: Request consideration of the following Land Bank transfers, submitted by Jud Knapp, Land Bank Manager.

Please visit the new site to review the applications below.

<https://experience.arcgis.com/experience/b63e9cb3cca44be59f458765dbeddc8/>

- PT – Property Transfers
- 1. Wendell V. Mims – Yard Extension
3529 N. 47th St. - 913920
 - 2. Cory Crofford – Yard Extension
3327 N. 80th Ter. - 036705
 - 3. Marcus Walker – Property Transfer
8848 Georgia Ave. - 184721
 - 4. William J Mulich – Donation
801 Seminary St. - 902319

Action: **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve.** Roll call was taken and there were ten “Ayes,” Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

Mayor Garner said that concludes our Land Bank Board of Trustees meeting.

Commissioner Townsend said I don’t disagree it concludes but, again, I just want to take this opportunity to say I appreciated working with and getting to know our Administrator Cheryl Harrison-Lee. I wish her all the best. I hope we can get the transcript of what you rattled off as a checklist of how to keep going forward with this. I wish you all the best.

Cheryl Harrison-Lee, Interim County Administrator, said as this is the last meeting also for our Chief Legal Counsel, I just would like to thank her for her service to the Unified Government as well, and let her know how much I appreciate the work she’s done, not just during the past year, but over the past 18, I think, years with the Unified Government.

Commissioner Townsend said I’m glad our Interim County Administrator brought that to our attention. It will be a tremendous loss for the Unified Government to bid farewell to Chief, not only in her capacity as Chief Counsel, but for all that she’s done in the preceding years as a member of the Legal team.

I particularly recall the effort that she and other staff put into the consent decree with regard to wastewater. I believe that she and other staff got a result that benefited this community. Now, how we carry it out, we’re still looking at that. It was done in the best interest of all of Wyandotte County and with an eye toward how all of us are going to be able to pay for that and consideration of that. So, not just as Chief Counsel, but in all her years of service in the Legal Department. You will be missed.

Commissioner Ramirez said everything that Commissioner Townsend said. Misty, your department, has always conducted yourself with the utmost professionalism and dedication to whether it’s community, to the organization, you will be sorely missed. I’ve known you since you

were a Deputy and now I knew you as the Chief. You've always done your job to the best of your ability. Thank you for all that you've done.

Cheryl, thank you for what you've done during the interim. I wish you the best in all your endeavors, and with you, Misty.

Commissioner Davis said I echo the words of my colleagues. For Cheryl, I think you really came in and did what you could, right, just giving all of the moving parts. So, we appreciate it.

Misty, you are one of the go-to, in my opinion, for the UG. You've made me a better community leader/commissioner really understand how this place works. We are dearly, dearly going to miss you. I know there are so many battles that you fought on our behalf that no one even knows about. We really stand on your shoulders and the foundation that you laid. Thank you so much for your contribution. I wish you and your family the best.

I will also mention Alley Porter. I know that she's not here, but I also know that she also accepted a position elsewhere. I'm sure at some point she'll see this, but Alley as well is a phenomenal, phenomenal colleague, staff. Really, really gave her all to this community. Truly, truly our loss and the gain of my former employer, the city of Lawrence. So, I wish all three of you the best.

Commissioner Markley said it has been a delight to know Misty both as a person and as an attorney. In my normal job, I get the grace that most of the time when people ask me hard questions, I get to go back to my desk and dig around for a little while and then I get to go back and answer their question when I'm sure I know what I'm talking about. But here at our meetings, we don't get to give that same grace to our attorneys, so Misty is very often put on the spot with questions that I, in my day job, would have got to spend a couple of hours researching before I had to spew out a response. She always handles those tense moments with grace and gives us the right answer and the answers that we need to move forward. We're gonna miss her expertise and her delightful personality as well. I wish her well in her next role.

Commissioner Kane said well, Cheryl, you came into a mess. You held us together as best you could. We appreciate that.

I want to thank Misty for keeping some of my fellow commissioners in line when they got out of line. One of the hardest things to do in that job is to keep us all in check and you did a great job with that. I look forward to seeing you at the basketball games and stuff around the community. Thank you for your work.

Commissioner Johnson said I'm usually one that likes to say my thanks person-to-person, but I will say to Misty, first of all, thank you for the way that you've handled Commissioner Kane. Since he wanted to deflect to the rest of us, let's point some fingers back in that direction. It took grace to be able to do that and I just want to say thank you.

The way that you stepped forward with safe and welcoming and that you had a willingness to at least hear and to work. There were a lot of different positions, and you were just very steady as saying what you can do and what you can't do. There was no predisposition one way or the other and that really meant a lot to me. As I told you, I respect whatever you say. You're not going to have any problems from me. I will work with whatever you suggest to us. I want to appreciate you publicly for that if nothing else.

Cheryl, you know I was a fan of yours before you got here. When we had the opportunity, it was just like are you kidding me. I just want to thank you. You are, again, very skillful in how you deal with these ten A-type personalities. You have handled that with as much grace as well. There's probably certain things that I'm not even aware of that you've been able to kind of be a bridge over troubled waters. I want to appreciate you for that as well.

If I'm going to speak for the record, I do want to acknowledge Alley Porter. I do want to acknowledge Juliann VanLiew. I do want to acknowledge Kathleen VonAchen and Katherine Carttar and Justus Welker who all have been top level talent that have moved onto different areas. I appreciate working with every single one of those persons and for the things that they've done for the UG. I only wanted to say that for the record that I acknowledged these persons that are present tonight, but there are other persons that I have not had that opportunity to state a public appreciation for the work that they've done for this Unified Government.

Commissioner Burroughs said I initially met Misty when I came home from the legislature working on a statewide smoking ban and to utilize the blue big heart community forward so that we wouldn't be the last one because of our health status. Misty, I remember you and I working

very closely together and we didn't always agree. One thing I have respect for is when people can disagree respectfully. You have a demeanor about you that is complementary in what you do. You came in and I got to work with you under the crisis situation with the smoking ban. It was coming through the state real quick, and you're leaving me when I'm in the middle of a charter review. That history is very important when looking at that charter review and your legal guidance. We have our other attorney that has worked with me on this. I'm going to miss our conversations.

To Ms. Harrison-Lee, I want to say that anyone that gives service to Wyandotte County should be recognized. It's not easy work. If it was, we would have a lot more trying to do it. It takes a special talent to step in here and help guide. We may not always agree, but when we do disagree, it's respectful. I wish you the best. Thank you both for your service.

As far as the others, Alley, I haven't had a chance to talk to Alley. I just soon do that personally.

Commissioner Bynum said I don't want to not speak because I don't want to convey the message that I don't care, but I feel emotional so I want to be brief. I want to thank these two professional women for what they've given. Again, as Commissioner Johnson pointed out, there are others and I want to not fail to include Andrea Generaux, who was the Director of Livable Neighborhoods, and gave many years to the organization.

To Cheryl and Misty both, thank you so much for the time and effort that you've provided not only to the Unified Government, but to the Wyandotte County community. It's valued possibly more than you can know. Thank you both.

Commissioner Stites said I've reached out to both of them, both Cheryl and to Misty privately and spoke to Alley also. I remember the first meeting with Cheryl on the ninth floor how you basically took a brand new commissioner under your wing there and said let me know what you need. I'm here to help. I appreciated that because, again, brand new. Wasn't sure going from a city council to a commission, what all it was going to entail. I want to thank you for your guidance and your help through this process. I look forward to interacting with you in the future. I'm sure we'll see each other again.

Misty, same thing. You worked on a lot of tough items for us. I've always felt that you handled yourself in a very professional manner and respected everything that you've ever put

forward to us. I'm gonna miss you. I think that's a blow to this organization to not have you around.

I do want to say about the other employees that were mentioned. It's a shame that we've lost in the last 14 months the amount of employees that we've lost out of here. It's embarrassing. When we talk about employee retention, trying to draw people here and we have them walking out of the door faster than we can get them coming in. We've got to work on that. We've got to do better. I appreciate all that have come before me, the ones that are left, and hopefully we can slow that exit process down.

Mayor Garner said I met Ms. Brown when I was on the Police Department. She worked with us on some tough issues. I can say she was committed then and even now I can say that I've worked with a lot of folks and when they say that they're leaving, they usually step out the door and burn time or they're not there. Misty has showed up. She's still helping. She's still providing counsel. She's still available. She's just as committed today as I've always known her to be and so for that, thank you for your commitment not just to this Commission or to this Unified Government, but the people of Wyandotte County because that's the type of commitment that really says a lot about who you are as a person. So, thank you.

We wish all of our employees, former employees, we wish them continued blessings in all their future endeavors. We thank them for their service.

Mayor Garner asked, Misty, before we adjourn, did you want to have comments? **Ms. Brown** said I would. I guess the last time I'll say Misty Brown, Chief Counsel for the Unified Government. I know it's late. I won't take long, but I would like to say it's been a pleasure and honor to serve with all the talented staff in the Legal Department, past and present, and with this governing body and all the staff of the Unified Government. I would just leave with it was not grace, but with a firm and heavy hand to deal with Commissioner Kane.

ADJOURN

Commissioner Kane made a motion, seconded by Commissioner Davis, to adjourn. Roll call was taken and there were ten "Ayes," Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Bynum, Burroughs.

March 2, 2023

MAYOR GARNER
ADJOURNED THE MEETING AT 10:00 P.M.
March 2, 2023

Brett A. Deichler, PMP|CPM
Unified Government Clerk

cg

March 2, 2023

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL MEETING, THURSDAY, MARCH 28, 2024

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, March 28, 2024, with nine members present: Bynum, Commissioner At-Large First District; Townsend, Commissioner First District; Burns, Commissioner Second District; Hill, Commissioner Fourth District; Kane, Commissioner Fifth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Burroughs, Commissioner At-Large Second District and Mayor Pro Tem; presiding. Ramirez, Commissioner Third District; and Garner, Mayor/CEO; were absent. The following officials were also in attendance: David Johnston, County Administrator; Bridgette Cobbins, Assistant County Administrator; Angela Lawson, Interim Chief Counsel; Meaghan Shultz, Municipal Court Administrative Judge; Dominic Geniuk, Municipal Court Administrator; and Monica Sparks, Interim Unified Government Clerk.

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

Mayor Pro Tem Burroughs called the meeting to order at 5:45 p.m.

ROLL CALL: Hill, Kane, Lopez, Stites, Davis, Bynum, Townsend, Burns, Burroughs.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, March 28, 2024, at 5:45 p.m. for

an executive session regarding litigation followed by the Municipal Court State of the Court presentation. The executive session will be conducted in the fifth-floor conference room of the Municipal Office Building and the State of Court presentation will be conducted in the Commission Chambers of the Municipal Office Building.

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

Mayor Pro Tem Burroughs said at this time the Commission will go into Executive Session for discussion regarding Litigation.

Commissioner Bynum made a motion, seconded by Commissioner Townsend, to go into Executive Session until 6:00 p.m. in the 5th floor conference room to consult with our attorneys and to discuss confidential matters related to pending claims and litigation, as permitted under the Kansas Open Meetings Act; and that David Johnston, County Administrator, Angela Lawson, Acting Chief Counsel, Joni Cole and Ross Stewart, both Senior Counsel, and David Cooper, Outside Counsel; be present to participate in the discussion and that we reconvene in open session at 6:00 p.m. here in the 5th floor conference room. Roll call was taken and there were eight “Ayes,” Hill, Kane, Lopez, Stites, Davis, Bynum, Townsend, Burns.

Present for the Executive Session: Bynum, Commissioner At-Large First District; Townsend, Commissioner First District; Burns, Commissioner Second District; Hill, Commissioner Fourth District; Kane, Commissioner Fifth District; Lopez, Commission Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Burroughs, Mayor Pro Tem presiding. **Staff Present:** David Johnston, County Administrator; Angela Lawson, Acting Chief Counsel; Joni Cole, Senior Counsel; Ross Stewart, Senior Counsel. **Also Present:** David Cooper, Outside Counsel.

Mayor Pro Tem Burroughs reconvened back into Special Meeting at 6:00 p.m.

Commissioner Bynum made a motion, seconded by Commissioner Hill, to extend the Executive Session until 6:15 p.m. Roll call was taken and there were eight “Ayes,” Hill, Kane, Lopez, Stites, Davis, Bynum, Townsend, Burns.

Mayor Pro Tem Burroughs reconvened back into Special Meeting at 6:15 p.m. in the Commission Chambers for the State of Court presentation.

Mayor Pro Tem Burroughs said before we get started I want to thank Judge Shultz for her patience with us this evening. We are no longer in Executive Session. We are now back in Special Session and tonight we will hear the State of the Court presentation from our Municipal Court. I will ask at this time if County Administrator Johnston has any opening remarks.

David Johnston, County Administrator, said just a quick introduction. We were approached by our Judge of Municipal Court who would like to give us an annual report and I know that’s something that you value as information of what’s going on within the UG and so we welcome the Judge to our Chambers.



Meaghan Shultz, Administrative Judge, said I’m going to have our Court Administrator handle the bulk of the presentation. I touch those things and things go haywire, so I try not to touch them, but I did want to give a few opening remarks. We appreciate that you’re taking the time to listen

to us to hear about what's been going on in our court. We have engaged in some programs that I feel are extremely exciting and helpful for our citizens and the people that we serve in the court and I want us to share that with you.

Some of the work that we have been doing had been funded by ARPA and there will be changes coming to them because, obviously, we don't have that same source of funding, but especially with our Suspended License Intervention Program, the fantastic news is we are still going to be able to work with Kansas Legal Services on a—it will be a more limited basis, but we will still be able to make progress in that area. It is extremely important, in my mind, for us to get people out of the issue of being suspended with their license. People that have a valid license have much better outcomes overall. It helps their financial situation so it improves their economic situation because they can get better jobs which leads to better health care and it helps bring in, honestly, revenue for our entire community. So, I'm glad that we're going to be able to continue some of that work even though it will be in a different realm and I know that Mr. Geniuk and I are open to trying to find other ways to expand that program, again whether it's through some sort of a grant. I know Judge Wittman has been kind of trying to look into that for us and I'm hoping that we'll be able to give you some positive news regarding that.

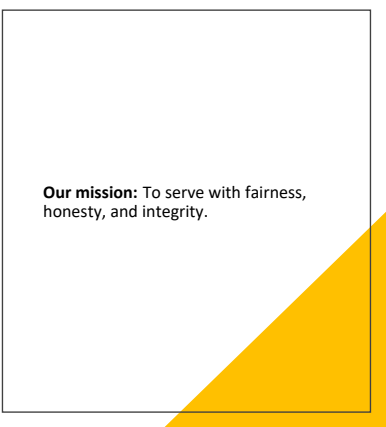
A couple of the other highlights that I think are very important to note, I was very happy and excited to have the Legal Department work with us on changing our court cost structure. We still have to charge, of course, the mandatory State fees, but eliminating that \$30 court cost I think has gone a long way to improving our interactions with the public and it has gone a long way in getting people out of our court, through our court, and not having to come back, which is also fantastic for them.

The other thing that I find really exciting that we're starting through that CCFFJ Grant that we had we are bringing some of these classes and programs that we require people to participate in as a part of probation in-house, which reduces the cost to them because it will be offered at no cost. What that means is, if somebody fails at probation, it's not going to be because they are unable to afford those classes. Now, if somebody chooses not to participate, in my opinion, that's a different situation, but I hate having to face revocation solely because you're economically unable to be successful on our probation. In fact, when motions to revoke are filed in our court, if it's just filed for non-payment of a fine, I am very reluctant to actually revoke people unless I know there is like a willful intent not to pay.

With having said all that, I'm going to turn over the bulk of the presentation to Mr. Geniuk. Thank you very much for having us. I really appreciate it and I would love to answer any questions you have at the end.

Dominic Geniuk, Court Administrator, said I just want to echo what the Judge said. We appreciate you taking the time and having us present to the Commission this evening. We prepared a slideshow presentation. I gave you a handout as well. The handout is a little more detailed. I didn't want to regurgitate and put every single word on the PowerPoint presentation nor did I want to read it to you. Just to preface this by reminding everybody of our Mission in the Municipal Court, which is to serve with fairness, honesty and integrity.

We like to remind people that it's through the Municipal Court that most citizens come into contact with the judicial system either as a defendant, a victim, or a witness. The Municipal Court is a rare opportunity. My background is in Corrections. I spent 20 years working for the Kansas Department of Corrections and I can remember many, many conversations with individuals that centered around gosh, you know, if we had only been able to intervene sooner, if we had only known this person prior to the level of trouble or the poor decision-making that they got into, we could have maybe made a difference and I very much see Municipal Court as an opportunity to do exactly that, be more impactful in people's lives before things go sideways and get out of hand.

The Municipal Court is considered a court of limited jurisdiction, having responsibility for all adult misdemeanors which occur in the City of Kansas City, Kansas, with a few exceptions. There are no jury trials in Municipal Court.	The Municipal Court has a Probation Division, which is managed directly by the Municipal Court. The Municipal Court requires regular/semi-regular (and occasional) interpretation for a wide range of languages, to include but not limited to Spanish, Swahili, Burmese, Nepali, Kirundi, Chin, Hmong, Karen, Kinyarwanda, Hakha Chin, Chuukese, Somali, Vietnamese, Mandarin, Kunama, Tigrinya, Dari, Laotian, Romanian, and American Sign Language.	 Our mission: To serve with fairness, honesty, and integrity.
The Municipal Court has (14) separate dockets each week.	The Municipal Court acts on tickets written by multiple agencies.	

The Municipal Court is considered a court of limited jurisdiction. We have responsibility for all adult misdemeanors which occur in the city of Kansas City, Kansas. There are a few exceptions. There are no jury trials in Municipal Court. We have Specialty Dockets in Municipal Court for

both DUI and Domestic Violence cases. We currently have 14 separate dockets each week in Municipal Court. We act on tickets written by KCK Police Department, Sheriff, Railroad Police, KU Med Center Police, Kansas City Code Enforcement Officers, USD 500, the Community College, Kansas City, Kansas Animal Control Officers and Parking Control. Tickets written by the Kansas Highway Patrol are processed over in District Court. That's often something that most people don't realize, but those are done over in District Court level.

By having Municipal Court handle those adult misdemeanors that burden is removed from District Court allowing the DA's Office to focus on those more serious kinds of felonies, so it really prevents that bottleneck from occurring at the District Court level and having those cases backed up. The Municipal Court requires regular, semi-regular, and occasional interpretation for a very wide range of languages. I put several of them down, Spanish, Swahili, Burmese, Kirundi, Chin, Hmong, Mandarin, Kunama, Tigrinya, Romanian, American Sign Language, Hakha Chin, Chuukese. That's not all of them. That's about 20 just over the last 12 to 18 months, but we've seen that need for interpretation grow exponentially, especially over the last several years.

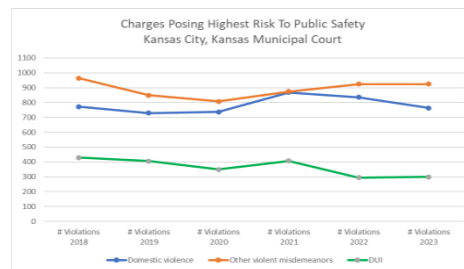
Case Information & Statistics

	2018	2019	2020	2021	2022	2023
Misdemeanor Total	7,677 - 18%	6,279 - 17%	5,479 - 17%	5,791 - 17%	5,893 - 27%	7,304 - 27%
<i>Of the misd. total:</i>						
Animal	1,114	844	922	951	1,100	2,011
Failure To Appear	1,709	1,466	1,161	1,111	821	711
Codes	308	186	79	100	134	41
Domestic Violence	772	730	736	868	836	764
Traffic Total	23,320 - 55%	21,345 - 56%	20,671 - 62%	19,955 - 60%	13,006 - 61%	15,364 - 57%
<i>Of the traffic total:</i>						
DUI	430	406	349	407	295	300
Parking Total	11,658 - 27%	10,229 - 27%	6,921 - 21%	7,708 - 23%	2,564 - 12%	4,312 - 16%
Total All Citations:	42,655	37,853	33,071	33,454	21,463	26,980

I included on your handout the org chart for Municipal Court. I think it's important for people to understand that Municipal Court as a whole has 23 full-time positions. That's it. That includes the judges, so we operate with a fairly, what I would consider to be a minimal amount of staff members especially when you take into account the Case Information & Statistics. So, historically, approximately 35,000-40,000 cases on average have been filed with Municipal Court each year. Here's some of the previous years. I went back six years dating back to 2018 just to give people an idea of what that looks like. You can see beginning in 2018 the total citations were 42,655,

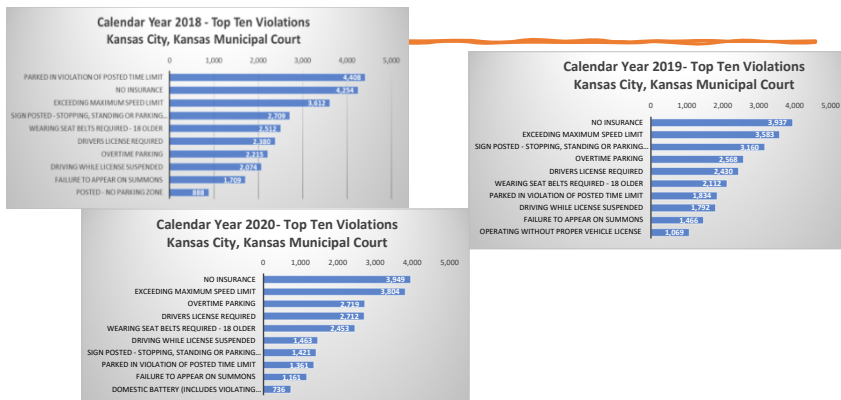
almost 38,000 in '19, fewer in 2020 which is also when COVID hit, so we saw that reduction. A slight increase in 2021, again still under COVID. Luckily what we seen in 2022 and 2023 is an actual decrease, so 21,463 in '22 and 26,980 in just this last year. We hope that's a trend that continues. We like seeing fewer and fewer citations.

2018 – 2023, Highest risk to public safety						
Charge Type	# Violations 2018	# Violations 2019	# Violations 2020	# Violations 2021	# Violations 2022	# Violations 2023
Domestic Violence	772	730	736	868	836	764
Other Violent Misdemeanors	964	849	808	874	924	924
DUI	430	406	349	407	295	300



I wanted to highlight the highest risk of public safety kinds of charges that we see in Municipal Court and what that looks like with those same years. Those are domestic violence cases, other violent misdemeanors, so things like battery, battery on LEO, assault, committing a crime with a weapon and DUI. We see those as posing the biggest, most direct threat to public safety. You can see in 2018 where we were. That's represented on the graph below. The domestic is in blue with other violent misdemeanors in orange, DUI in green. We saw a decline from 2018 to 2020 with that slight increase in 2021, down again for DUIs and the other violent misdemeanors—I'm sorry, the domestic violence from down into 2022 leveling off here in 2023. There's a slight increase on other violent misdemeanors from '21 to '22, but it's leveled off again in 2023 just to put that chart in perspective for you what that looks like.

Case Information & Statistics (cont'd)

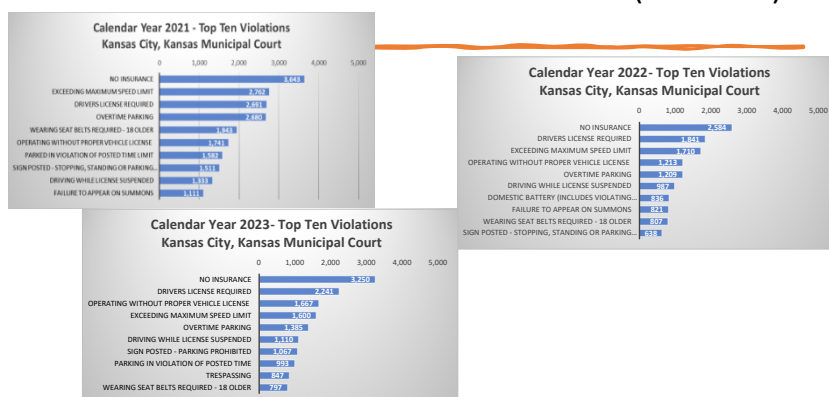


The same six years, the top 10 violations that we see in Municipal Court. You're going to see some similarities with most of those being traffic related.

If you'll give me a minute to go back, on that chart I want to point out if you look at the middle traffic totals are easily just a little over 50% of what we hear in Municipal Court followed by parking related offenses and then those misdemeanor offenses at the top broken down percentage wise.

This reflects what that chart shows with the majority of those being traffic related, those top 10 kinds of violations for each of those years, '18, '19, and '20 and...

Case Information & Statistics (cont'd)



the next three, '21, '22, and '23.

	2018	2019	2020	2021	2022	2023
Total Collected <i>(fines, fees, costs)</i>	\$3,511,781.92	\$3,037,394.18	\$1,816,824.71	\$2,022,039.73	\$1,439,704.51	\$1,605,147.25
Total Remittance to State of Kansas <i>(from total collected)</i>	\$489,853.49	\$508,859.97	\$322,120.54	\$371,109.34	\$251,054.11	\$277,548.82
Final Total Collected	\$3,021,928.43	\$2,528,534.21	\$1,494,704.17	\$1,650,930.39	\$1,188,650.40	\$1,327,598.43

Money Collected

I wanted to give just a quick kind of down and dirty overview on money collected. Municipal Court is unique in that the less money collected is a positive. I know that sounds a little backwards, but when you're bringing less money in because you've had fewer citations, people are being fined less, that's a reflection that those kinds of negative behaviors aren't occurring outside, which reflects a safer community. You can see from 2018 that those total fines collected, the total money collected which includes fines, fees and costs at \$3.5M. We have a remittance to the state of Kansas, so all the money collected a portion of that goes to the State like what the Judge alluded to earlier, which left that final total collected at the bottom in orange. As you can see along with the graphs it reflects that same kind of trend. Well from 2018 to 2023 where you've seen that slowly go down. Again, though, I would suggest that a reduction in money collected is actually a positive for our community.

Unified Government Marijuana Diversion Program

- This program began in January of this year (2024) as an option for defendants who meet the Prosecutor's Office criteria.
- What is required? Defendants are required to watch a video and pay a diversion fee of \$100 to participate. Defendants can watch the video in-person through the Prosecutor's Office, or online. If the defendant watches the video online, they will be required to complete a survey as proof.
- Upon meeting the requirements of diversion, the Prosecutor's Office considers the diversion complete, and the case dismissed. All persons may receive diversion more than once but not within the same 12-month period.
- Since starting the program, we have had (12) diversion completions.
- Without diversion ...
- **1st Offense** – Class B Misdemeanor, 6 months in jail and \$1,000 fine.
- **2nd Offense** – Class A Misdemeanor, 1 year in jail and \$2,500 fine.
- **3rd Offense** – Felony, 10 to 24 months in jail and \$100,000 fine.

March 28, 2024

We wanted to highlight some of the things that the Judge was referencing starting with the Marijuana Diversion Program. That program began in January of this year. It was an option for defendants who meet the Prosecutor's Office criteria for that program. Defendants are required to watch a video, pay a diversion fee of \$100 in order to participate. They can watch that video in person through the Prosecutor's Office or online and if the defendant watches that video, they're required to complete a survey as proof that they've done so.

Upon meeting the requirements of diversion, the Prosecutor's Office considers that diversion complete, the case is dismissed and all persons may receive diversion more than once, but not within the same 12-month period. Since starting the program, which again is just this year, they've had 12 diversion completions. What we would like to highlight is, without this program, without diversion, marijuana convictions, what they mean is highlighted below. On your first offense it's a Class B Misdemeanor punishable by up to six months in jail and a \$1,000 fine. Your second offense is a Class A Misdemeanor. It's punishable by one year in jail and a \$2,500 fine. Your third conviction is a Felony in the state of Kansas, punishable by 10-24 months in jail or prison and a \$100,000 fine. Those are serious consequences especially with respect to we're right across the state line from a state where marijuana's legal, so it's a tough situation to be in. The Diversion Program, in my opinion, is a positive way in dealing with those marijuana convictions without negatively impacting somebody's lives substantially. It's a big, big deal and I think sometimes we forget that oh well, you know, just a second conviction, that's not a big deal and so you got caught a third time, but a third time in this state is a Felony.

Suspended License Intervention Program (SLIP)

Over 200,000 Kansans have suspended driver's licenses. The vast majority of those are not for dangerous driving but are instead a manifestation of poverty. Meaning, they have failed to pay a traffic ticket or missed court. Kansas has the 6th highest suspension rate per capita in the nation. 40-50% of people with a suspended license will lose their jobs.

In May of 2022, in partnership with Kansas Legal Services (KLS) and the Health Department, and with the aid of funding provided by ARPA, the Municipal Court introduced this program as a way to benefit those who would otherwise not be able to recover from a cycle of continuing license suspensions by assisting defendants obtain valid licenses. Additionally, the program seeks to reduce the number of jail days served and/or additional lengthy suspensions due to habitual violator status through a supervised diversion program.

The Judge mentioned Suspended License Intervention Program. Again, this is information that was provided to us through Kansas Legal Services. We partnered with them and the Health Department utilizing ARPA funding to get this program started. I think maybe people don't realize that over 200,000 Kansans have suspended driver's licenses. The vast majority of those are not for dangerous driving, instead they're a manifestation of poverty meaning they have failed to pay a traffic ticket or missed court. Kansas has the sixth highest suspension rate per capita in the nation, 40 to 50% of people with a suspended license will lose their job. The reality is this, whether my license is suspended or not, I have to get to work, I have to get to the grocery store, I have to take my children to school, I have to go to the doctor and it's just this vicious cycle of once it's suspended I can't get out of that hole. It just becomes more costly and more costly over and over.

In May of '22, again, in partnership with KLS and Health Department and through that ARPA funding, the Municipal Court introduced the program as a way to benefit those who would otherwise not be able to recover from that cycle of continued license suspension by assisting those defendants obtain valid licenses. Additionally, the program seeks to reduce the number of jail days served and/or additional lengthy suspensions due to habitual violator status through a supervised diversion program.

One thing I didn't include on the slide that KLS shared was a story and I wanted to see if I could find this for you and no I did not. They used an example of a particular individual that had a suspended license for a period of seven years, had lost I think six or seven jobs during that same time period, he owed \$3,000 or \$4,000 by that point in fines and fees and how through this program they were able to eventually work with the Prosecutor's Office and through a Diversion Program to get a portion of that money paid off and eventually obtain a valid license for this individual for the first time in seven years, which I thought was pretty amazing.

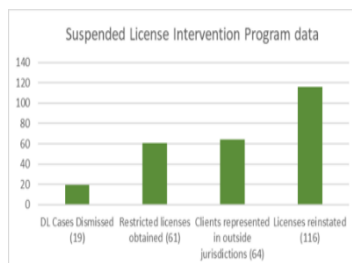
More About The Suspended License Intervention Program (SLIP)

Since beginning the program (May- 2022), through the end of 2023, the SLIP has yielded impressive results.

As a result, we are working with KLS to continue the program at a reduced capacity.

Date from KLS reflects the following*:

- Amount of fines and fees waived for SLIP clients in traffic cases – **\$65,869.**
- An Arizona study from 2017 found that the median annual income loss as a result of driver's license suspension was **\$36,800.**
- Assuming the Arizona study is accurate, with Kansas Legal Services obtaining either restricted driving privileges or full license reinstatements for 177 Wyandotte County residents, then as of December 2023, approximately **\$6,513,600** has been put back into the pockets of Wyandotte County residents who so desperately need it.



More about that Suspended License Intervention Program. Since the beginning of May of '22 through the end of this last year '23, we've had some pretty impressive results. Data from KLS reflects that the amount of fines and fees waved for SLIP clients and traffic cases totaled \$65,869. They pointed out there was an Arizona study from 2017 which found that the median annual income loss as a result of a driver's license suspension was \$36,800. So, assuming the Arizona study is accurate, with Kansas Legal Services obtaining either restricted driving privileges or full license reinstatements for up to this point, 177 Wyandotte County residents, then as of December this last year approximately \$6,513,600 has been put back in the pockets of Wyandotte County residents who so desperately need that money.

Grant – Cities and Counties for Fine & Fee Justice (CCFFJ)

As a participating jurisdiction of the 2022-23 CCFFJ Cohort, we received a \$50,000 grant to help support our fine and fee reform efforts/goals, specifically:

1. The elimination of the \$30 court cost fee, which required no use of grant funds. Working with the Legal Department, Ordinance 23-13 was updated to reflect the elimination of the \$30 court cost fee – this was effective July 20, 2023.
2. Creation of a new position in Municipal Court - the Risk Engagement Assessment Liaison (REAL). Grant funding allowed us to pay for much of this position, at least through the grant period of 1 year (2023). At the end of the grant period, the Unified Government agreed to fully fund the position for at least an additional year (through 2024), and will reassess at the end of 2024 to determine if we will continue the position on a permanent basis.

The Judge spoke about the grant through Cities and Counties for Fine and Fee Justice. We were selected as a recipient of that grant. We joined and we're participating members of that 2022-2023

Cohort. As a result we received a \$50,000 grant to help support our fine and fee reform efforts and goals, specifically two things, the Judge already referenced the elimination of the \$30 court cost fee. The other thing and what we used that money primarily for was the creation of a new position in Municipal Court. The Risk Engagement Assessment Liaison or what we refer to as the REAL, that grant funding allowed us to pay for much of that position at least through the grant period of one year. At the end of the grant period the Unified Government agreed to fully fund the position for at least one additional year through this year 2024 with a reassessment at the end of 2024 to determine if we will continue the position on a permanent basis.

[More About The Grant – Cities and Counties for Fine & Fee Justice \(CCFFJ\)](#)

We set out to have the Risk Engagement Assessment Liaison work with individuals primarily through the facilitation of classes, which can be provided at no cost to the participant. Additionally, the liaison would provide simple assessments when/if needed and assist the participant with navigating those areas specific to their individual needs – e.g. where to obtain a mental health or substance abuse evaluation. Also, the liaison will be working with community corrections on reestablishing a community service program for individuals receiving community service sanctions through Municipal Court. The liaison actively works at building relationships with community providers and partners in an effort to reduce costs to individuals where possible. We want to provide citizens with viable options and resources that will assist them in overcoming the barriers and obstacles that could lead them back into the criminal-legal system.

Alcohol & Drug Education Class

Anger Management Class

Parenting Class

Theft Education Class

The Risk Engagement Assessment Liaison work is important. This is a position that will primarily work through facilitating classes for individuals like what the Judge referenced. Those four classes are Alcohol & Drug Education Class, Anger Management Class, Parenting Class, and Theft Education Class. Individuals who are identified as needing those classes aren't necessarily required to be put on probation. So, the example I will give you is—this is something that's really near and dear to my heart, it means a lot, so the explanation I like to give to people is if we have a defendant who was cited for stealing, most people would look at that individual and say you know the person is a thief and their problem is they need to stop stealing. I would suggest we do a little bit deeper dive on that and look at what were you stealing. Was it somebody who was stealing diapers, baby formula, because they had small children at home that they needed to feed because they couldn't afford to because they don't get any other financial support. They might be a single parent, maybe they don't work because they can't afford daycare or because they don't have the education to obtain that type of job. Maybe transportation is an issue. So, I would suggest that

March 28, 2024

the person is not a thief. The person relied on stealing as a way to survive and as a way to care for children that I think any of us with children can relate to.

So, Municipal Court is an opportunity when somebody like that comes before the Judge, it's more than just okay, well, don't steal anymore. It's through these kinds of classes like a Theft Education Class where we can dig a little deeper and figure out what are the barriers, what are the issues that you're facing because rarely is it just I'm a thief.

I worked in the Department of Corrections for 20 years, never not one time, did I ever meet anybody that woke up one day and decided I think I'll go to prison. It doesn't work that way. It usually starts out small when somebody is younger making poor decisions, getting in trouble and ending up in a place like Municipal Court and it snowballs from there. This is a position, these are the kind of classes and as the Judge pointed out, we can offer through Municipal Court at no cost to an individual, so again, trying to remove some of that barrier of the poverty or what you can or can't afford.

In addition to that, this individual, the Risk Engagement Assessment Liaison, will help guide that individual through assessments, so individuals who might need a mental health assessment, substance abuse assessment, treatment is different. We don't provide treatment, so substance abuse treatment, mental health treatment, batterers intervention program; those are programs that we don't contract out, but we send to a contractor. They're dictated who those approved providers are by the state of Kansas. We want the individual—they'll be working with Community Corrections on reestablishing a Community Service Program for individuals receiving community service sanctions through Municipal Court and actively working at building relationships with community providers and partners in an effort to reduce cost to individuals where possible.

We want to provide citizens with viable options and resources that will assist them in overcoming the barriers and obstacles that could lead them back into the criminal legal system. That's how you address those issues. It's more than just write citations and make sure people are serving sanctions for what they did wrong.

New Court Management Software – “Municipal Justice”

After a long, two-year process, the Municipal Court is moving forward with a new court management software system that will greatly improve efficiency, resulting in cost savings and improved customer service. We will spend calendar year 2024 ... into some of 2025 ... transitioning to “Municipal Justice” by Tyler Technologies.

Our current system dates back to 2013, with no upgrades being made since that time. We have seen a sharp decline in the quality and reliability of our current system. Tyler Technologies is an industry leader when it comes to government and other public sector software. In addition to being a SaaS solution, Municipal Justice is a robust court management system that will be integrated with eCitation as well as state reporting systems (KDAR & KDOR), making the Court approximately 90% paperless. Additionally, the system has a check-in component as well as a video court component, which will allow us to potentially expand court services.

- Yearly costs for our current system (IMDS+) is \$78,475 – which is 18% of our current operating budget.
- Yearly costs for the Tyler system (Municipal Justice), after implementation, will be \$222,224.
- www.tylertech.com

A couple of highlights on some transitions that we’re going through. One is a new court management software system. It was a long two-year RFP that we finally were able to decide on and moving forward with a software system, Municipal Justice by Tyler Technologies. We know that this will improve efficiency resulting in cost savings, improve customer service. The current system that we have, IMDS, is from 2013, so going on 11 years now. No upgrades have been done to this system since that time and as a result we’ve seen a sharp decline in the quality and reliability of that system. Tyler Technologies, in case you’re not aware, is an industry leader when it comes to government and other public sector software. It’s a SaaS solution, so on the cyber security side of things it’s a big plus.

Municipal Justice, it’s a robust court management system, it will also be integrated into some other systems. So, for an example, the eCitation system that KCKPD is getting ready to implement is a Tyler product as well. It’ll be integrated into some state systems as well, so our reporting through KDAR and KDOR at the end of the day making the Municipal Court about 90% paperless. We will have to accept some handwritten citations and documentation until such time as those entities upgrade and go to a paperless kind of system like eCitation.

Yearly cost for the current system, IMDS, is \$78,475. I’m going to apologize, the percentage is not correct. The percentage on my third one is and it’s a combination of three. I apologize. It’s what I get for crunching some numbers and doing three things at once at the very end of this. Yearly cost for the Tyler System, our new system, is definitely more at a cost of \$222,224 per year. It’s an increase, but I would suggest an increase that is definitely money well spent, especially as it results in efficiencies and cost savings for the citizens of Wyandotte County.

Interpretation Services – “PropioOne”

Through one of our contract interpretation vendors (Propio), the Municipal Court implemented the use of real time video interpretation for non -English speakers. This system (PropioOne) allows the court to address many cases without requiring the need for a continuance. We also utilize this service via a dual handset phone, at our cashier window. We have an in -person Spanish interpreter at all dockets. This is through our contract with Interpreters, Inc.

- Video interpretation (all languages, except ASL) = \$.73/min.
- Video interpretation for ASL = \$1.59/min.

www.propio-is.com

Interpretation costs fluctuate from year to year. We are budgeted for \$97,600 to cover the costs of interpretation services as well as the costs of pro tem judges.
– this represents 22% of our current operating budget.



Another one of the services that we implemented was through our contract PropioOne. That’s one of our vendors. It’s through them that they provided this equipment. The PropioOne allows the court to address cases without requiring the need for continuance by offering real live on demand video interpretation. Prior to us implementing this, what would have to happen at an arraignment, somebody might show up and English is not their first language. We wouldn’t know that because we never met that individual before. We would obtain or relay as best we could what language do you speak. We would have to continue that case so we could find an interpreter to come back in person to interpret for that individual. This prevents that person from having to come back. It allows often times the judge to resolve whatever it is on that first arraignment without having to do anything else. This has been a huge improvement for Municipal Court services. We have this available not only in the court, but at our cashier window as well. It’s done through a dual handset, so when people show up we can help them without telling them we don’t understand, can you go get somebody who speaks your language or who can interpret for you, so saving people an enormous amount of time and money.



Appointed Defense Counsel (ADC)

A new Appointed Defense Counsel (ADC) team has recently been contracted to provide defense counsel services through Municipal Court. The defense counsel team focuses on providing excellent representation, with an emphasis on efficiency and customer service. They are physically present on the 2nd floor each Thursday and Friday (excluding the 5th week, if one), working out of two offices in room #212. After being appointed counsel in court, the defendant completes a short intake form via their own computer/tablet, phone (QR code provided), or they can utilize one of the laptops set up in a privacy booth. After completing the form, the page will take them to an appointment scheduler where they can make an appointment with their appointed defense counsel. We are very excited to have this team providing services.

- Contracted yearly cost for defense counsel services \$230,000 – which is 52% of our current operating budget.

Appointed Defense Counsel, so we have a new contract with new appointed Defense Counsel. They were recently contracted to provide services through Municipal Court. That team provides excellent representation with an emphasis on efficiency and customer service. They're physically present on the second floor every Thursday and Friday excluding the fifth week of a month if there is one. They work out of two offices in room 212. After being appointed defense counsel in Court the defendant completes a short intake form via their own computer or tablet, phone. There's a QR code provided on a sheet that we give them or they can utilize one of the laptops. You'll see the picture here set up in a booth on the second floor. This allows somebody to leave court if they've been appointed defense counsel, go directly into a booth, complete that intake form, it takes you to a scheduling page, they can schedule an appointment with their defense counsel. Again, preventing people from having to make multiple trips. Staff is there to assist if somebody needs help or they don't understand we can help walk them through that process.

Again, my apologies, the percentage, that percentage is correct, but it's a combination of both defense counsel services, interpretation services as well as the court management software.



Check-In Kiosks (via CQueue)

- The Municipal Court has been using check-in kiosks since July of 2022. The system allows us to see, in real time, who has checked in for court. Additionally, we are able to run reports from the system going back 1 year.

www.cqueue.com

We implemented check-in kiosks at Municipal Court. This allows us—we've been using this since July of '22. It allows us to see in real time who's checked in for court. Additionally, we're able to run reports from the system going back a year, so the Clerk inside the courtroom prior to this would have no way of knowing who exactly has checked in and at what time. People would get upset because I was here before you and yet you were called first and we almost had people get into fist fights out in the hallway because they were upset. This captures it in real time so you are called in the order that you actually arrived and we know who you are, why you're there, if you're a victim, if you're a witness, if you're an attorney, and so it helps out in the court process in that fashion. It also helps that we can run a report a year back so if somebody would dispute and say well I was in court last month. We can go back and say did you check in and yes I did, we can go back and look to verify whether they did or not, so it allows us to track that.

The other thing it does is allows us to track efficiency so it timestamps not only when you check in, but when you're called to the podium, the Clerk up at the bench clicks an accept button and then when you're finished they click a finished button. It captures how much time it took you from when you checked in to when you stepped up to the podium to appear before the judge to when you left the courtroom. We can monitor that time and look at efficiencies on how is court running, do we need to eliminate something, pick something up, do something different in order to get people through the court process in a more timely fashion.

Yondr Pouches – Phone Free Courtrooms

The Municipal Court introduced Yondr pouches on February 29, 2024, due to the ongoing issues we were experiencing with cell phones in the courtrooms. The usage of the Yondr pouch technology is aimed at enhancing the safety of attendees and ensuring a distraction-free environment in Municipal Court. Municipal Court attendees place their devices in soft, lockable pouches before entering the court room and attendees maintain possession of their device. Attendees will be able to unlock their pouch and retrieve their cell phone when leaving the courtroom. Also, if necessary, attendees are able to unlock their pouch at the podium (in front of the Judge) or at the prosecutor's table.

The benefits of utilizing Yondr pouches include:

Privacy and security - Yondr pouches protect the privacy of personal information and conversations that could be captured by electronic devices, ensuring confidentiality in legal matters and protection of witnesses and defendants.

Enhanced focus - by eliminating the temptation to check or use mobile devices during court sessions, Yondr pouches foster an environment where participants can concentrate solely on the proceedings, leading to more productive and efficient hearings.

Respect for decorum - Yondr pouches encourage individuals to remain attentive and respectful, reducing disruptions caused by ringing phones, text message alerts, or the unauthorized capturing of sensitive courtroom information/interactions.

www.veryondr.com



The last slide, our Yondr Pouches. We just implemented this February 29th. We had some ongoing issues we were experiencing with cell phones in the courtroom, so the usage of Yondr Pouch technology is aimed at enhancing the safety of attendees and ensuring a distraction free environment. We place those devices or actually the defendant does, in the pouch, we lock it and they maintain possession of it the entire time. When they leave the courtroom we unlock it for them, they retrieve their phone and they depart for the day. If while in the courtroom they need access to their phone to say for an example show an insurance card, we have unlocking bases both at the podium and at the Prosecutor's table so they have the ability to do that while in court. It provides enhanced privacy and security by eliminating—by protecting privacy of personal information, conversations that could be captured by electronic devices. It's an enhanced—provides an enhanced focus by eliminating the temptation to check or use mobile devices during the actual court session. This way people can concentrate solely on the proceedings leading to a more productive and efficient hearing. It also provides respect for decorum. We encourage individuals to remain attentive and respectful reducing disruption caused by ringing phones, message alerts, the unauthorized capturing of courtroom information or interactions.

In addition to this, and it's not on the slide, while an individual's in the courtroom and because they don't have their phone and they have to pay attention, they pay attention to a large television monitor similar to what's behind me and that was—so Judge Wittman developed PowerPoint slides for every type of docket that we have and so it actually walks somebody through the process, explains what your rights are, explains what to expect; those kinds of things. So, as an individual sitting in court waiting for their turn, they have information to look at which hopefully answers some questions or might spark some questions so when they appear before the

judge they can reference that. That's another enhancement that we made that goes along with the pouches and trying to make sure people focus on the court proceedings.

That ladies and gentlemen is the end of the PowerPoint presentation. I'm happy to answer any questions that you might have. I know the Judge is happy to as well.

Mayor Pro Tem Burroughs said thank you for the presentation. Are there any questions or comments from the committee?

Commissioner Burns said about how many cases in a calendar year are appealed to the District Court? **Mr. Geniuk** said I know this because I just had to provide this information to the Judicial Administration. Last year, 2023, we had 12. **Commissioner Burns** said just 12 appeals and how many really went to trial over there? **Mr. Geniuk** said I don't know right off hand. I'd have to check. **Commissioner Burns** said you don't know what the disposition was on those. **Mr. Geniuk** said I would have to go look for those 12. **Commissioner Burns** said just 12 out of all those cases. **Mr. Geniuk** said correct.

Commissioner Townsend said thank you for the presentation. It just seemed like yesterday although it's probably if this is '24 it's probably a couple of years ago that you were here before us talking about what you would do in your philosophy at the court and I'm just happy to see that this is evidence that you followed through on that. One of the things that was a key theme during that interview process was what was your philosophy about enforcement and balancing that against the individual needs that people have, so I'm glad to see that while it's a focus on addressing whatever the issue was, the focus is also trying to educate and help people not repeat a cycle and become productive and you know not just be a repetitive visitor at the court system. I'm appreciative for you following through on that Judge Wittman and Mr. Geniuk.

Judge Shultz said thank you very much Commissioner Townsend. Honestly, all of this has been possible because of the support of County Administration and the support of you as commissioners when we came to you about making the changes to the ordinance, when we came to you about the Marijuana Diversion Program, we received nothing but support and that has truly made all the difference for us. I really would urge all of you, please come visit us on the second floor. We are

happy to have you come down. I know Commissioner Lopez came down, Commissioner Stites has come down. I would love to have everyone come visit our floor, make contact with us, touch base with us. I know I've met with Commissioner Davis about animal cases. I really feel strongly that the work we're doing is really important and I think a lot of people's first contact with the Unified Government happens on our floor and I know it does because I hear other employees say oh, I saw a line of people come off at your floor and we've tried to make our floor a welcoming environment. One of the things that we do is when people come off the elevator we ask them, hey, how may I help you. Are you coming to court, we can tell you where the court is, which courtroom it is, what's your last name, do you need the probation waiting room, do you need—we have someone there who is making contact with people. I just think it has made such a difference.

The structure of our dockets has changed so much. When I worked here as a Prosecutor it almost looked like a cattle call, okay, everybody get in line. With this check-in system, we don't have to do that. We can call one at a time and we can call people in the order that they checked in and they can feel valued that we have not wasted their time. I'm hoping that the lack of appeals means that Judge Wittman and I are making good decisions. I don't know if that's what that means, but I certainly hope that is what it means.

Commissioner Bynum said thanks for the presentation. It is really appreciated. I just have a question that's probably not a very smart question. In a couple of the slides you referenced the Prosecutor and I just wanted to clarify is that a City Prosecutor? **Judge Shultz** said yes. The Prosecutor is not a part of our office. The Prosecutor is a part of the Legal Department. He's actually here today. I'm sure he would love to answer any of your questions about the Prosecutor's Office. **Commissioner Bynum** said I was trying to make sure I was tracking with the process. **Judge Shultz** said yes, absolutely.

Commissioner Davis said being mindful of time I'll be brief. I never got the presentation. It was amazing, so if you all can send that. I think all of us would just like to have it. No big deal. It's been a very interesting day, but definitely do send that to us or resend it if I'm just not catching it. **Judge Shultz** said I'm so sorry about that. **Commissioner Davis** said it's completely fine. Do not worry about that. **Someone** was inaudible.

Commissioner Davis said the other thing I'll say is I really, really hope and I know there's costs and everything in budget, but the Risk Engagement Assessment Liaison position I really hope we're able to keep that beyond the grant. One of the unfortunate parts about getting a grant is you end up getting the money, it's often for the things that you need and things that you wish that you can just do regularly and include it in your Operating Budget and then you have to make the decision do you keep it or not. So, I really hope we're able to keep it so that you all can just keep going on this foundation. We don't need to go backward, we need to go forward. You all are our—you're one of our front-facing ambassadors. Every time I get in the hallway most likely if it's somebody from the public, they're coming to your floor and I've heard nothing but positive things coming from the second floor at least for the folks that have been speaking to me. That speaks to the work of your office, that speaks to the work of you, Dominic, and with you UG Legal, Mr. Khalil. It really speaks to you all's effort, so thank you. **Judge Shultz** said thank you Commissioner. We really appreciate that.

Mayor Pro Tem Burroughs asked any other comments, questions? Seeing none, thank you. Very well done. There being no further business, do I have a motion and second to adjourn?

Commissioner Lopez made a motion, seconded by Commissioner Burns, to adjourn. Roll call was taken and there were eight "Ayes," Hill, Kane, Lopez, Stites, Davis, Bynum, Townsend, Burns.

**MAYOR PRO TEM BURROUGHS AJOURNED
THE MEETING AT 7:02 p.m.**

Monica L. Sparks
Interim Unified Government Clerk

dt

March 28, 2024

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL MEETING, THURSDAY, APRIL 4, 2024

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, April 4, 2024, with seven members present: Bynum, Commissioner At-Large First District; Burns, Commissioner Second District; Hill, Commissioner Fourth District; Kane, Commissioner Fifth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; and Burroughs, Commissioner At-Large Second District and Mayor Pro Tem; presiding. Townsend, Commissioner First District; Ramirez, Commissioner Third District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO; were absent. The following officials were also in attendance: David Johnston, County Administrator; Angela Lawson, Interim Chief Counsel; Reginald Lindsey, Budget Director; Michael Peterson, Assistant Budget Director; Mike Grimm, Research Manager; Shelley Kneuvean, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; and Monica Sparks, Interim Unified Government Clerk.

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

Mayor Pro Tem Burroughs called the meeting to order at 5:01 p.m.

ROLL CALL: Hill, Kane, Lopez, Stites, Bynum, Burns, Burroughs.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, April 4, 2024, at 5:00 p.m. in the fifth floor conference room of the Municipal Office Building for a Budget Workshop.

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

Mayor Pro Tem Burroughs said tonight we are continuing our series on Budget Workshops. I'll ask David Johnston, County Administrator, if he has any opening remarks.

David Johnston, County Administrator, said as you know we've started the budget season with presentations by Reggie and his team I believe it was last week, wasn't it or two weeks ago. **Reginald Lindsey, Budget Director**, said two weeks ago. **Mr. Johnston** said two weeks ago and we started to talk about the concept that Kansas has a revenue neutral option for municipalities to entertain. At the end of the last meeting a few of the commissioners asked some very interesting questions and Reggie committed to come back in this meeting to answer those questions and then, hopefully, at the end of the meeting have some sort of consensus on starting the budget process in general with or without the framework of revenue neutral to guide us during the next couple months. So, we turn this over to Reggie Lindsey.

Reginald Lindsey, Budget Director, said I have with me my budget team Michael Peterson, Assistant Budget Director; Mike Grimm, Research Manager; and then we also have our brand new CFO Shelley Kneuvean; and Debbie Jonscher, Deputy Chief Financial Officer. What we plan to do tonight is recap some of the important information we covered on March 21st and then we plan to touch on some of the requests from the March 21st Budget Workshop that you all had for us.

2024 Commission Priorities



wyandotte.org/budget

Starting out we kind of just touched on what our priorities are for our 2025 Budget and basically what that is to Uphold Physical Sustainability, Foster Economic Development, Focus on Service & Communication, and Improve Infrastructure.

Tax Levy Funds

- Kansas City, KS Tax Levy Funds
 - City General Fund
 - City Bond and Interest
- Wyandotte County Tax Levy Funds
 - County General Fund
 - Parks and Recreation Fund
 - County Bond and Interest
 - Aging
 - Elections
 - Developmental Disability
 - Health Department
 - Mental Health
 - County Initiative Funding Infrastructure (CIFI)



wyandotte.org/budget

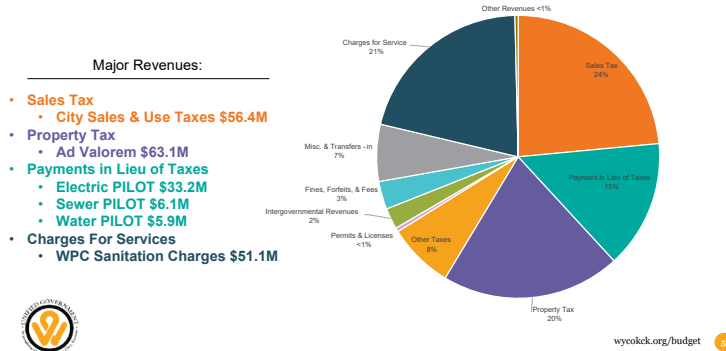
When we're talking about property tax, the tax levy, and the revenue neutral—whether we go revenue neutral or don't go revenue neutral; those only impact our Tax Levy Funds. In the city of Kansas City, Kansas we have the City General Fund and the City Bond & Interest Fund on the city side.

On the County side we have nine different funds that levy a property tax which include the County General Fund, Parks & Rec, County Bond & Interest, Aging, Elections, Developmental Disability, Health Department or Health Levy Fund, Mental Health, and then our County Initiative Funding on Infrastructure. One of the important things on the County side is what we do on the County side is really driven by things that happen at the State level. They aren't things that we have a lot of control of so, for instance, you have the District Attorney that's over there also,

District Courts, Sheriff's Department, and then Aging which the State kind of tells us what to do with Aging.

Kansas City, KS Funds

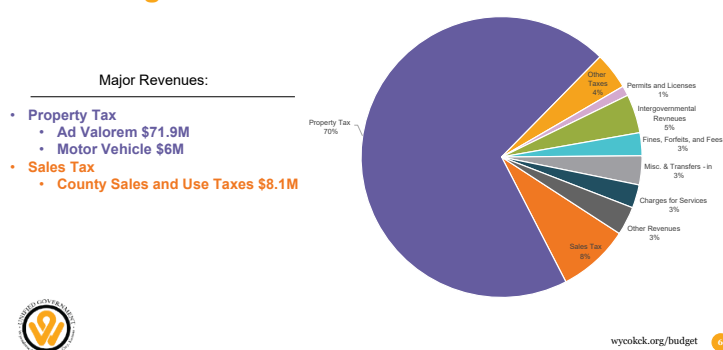
2024 Budgeted Revenues



This just kind of touch—when we do talk about property tax on the City side I just want to give you an idea of how much of the revenue comes from that. Property Tax on the City side makes up 20% of the revenue. The biggest portion of revenue on the City side is Sales Tax, so with the Property Tax, again, it makes up 20% of the revenue coming into the City's revenues.

Wyandotte County Funds

2024 Budgeted Revenues



On the County side Property Tax does make up most of the revenue there coming in at like 70%, so it is definitely a big impact on the County side.

INCREASED VALUATION Tax Levy Fund Impact

- Preliminary estimates of property valuations show generating additional revenue of \$18M across all tax levy funds.
- Projected 13% increase to valuations overall, with additional 1% growth for additional development agreements expiring
- Estimated 12% reduction in Mills needed to achieve revenue neutral rate (8.7 Mills)



Tax Levy Fund	Property Taxes Levied in 2023	2023 Mill Rate	Estimated Property Taxes Levied in 2024	Additional Revenue	Revenue Neutral Mill Impact
City General Fund	\$37,392,840	21.421	\$42,253,909	\$4,861,069	-2.46
City Bond & Interest	\$29,741,432	17.038	\$33,607,818	\$3,866,386	-1.96
City Funds Totals	\$67,134,272	38.460	\$75,861,727	\$8,727,455	-4.42
County General Fund	\$55,420,076	28.180	\$62,624,686	\$7,204,610	-3.24
County Bond & Interest	\$4,364,346	2.219	\$4,931,711	\$567,365	-0.26
Consolidated Parks Fund	\$3,248,187	1.652	\$3,670,451	\$422,264	-0.19
Health	\$3,091,735	1.572	\$3,493,661	\$401,926	-0.18
Aging	\$2,035,765	1.035	\$2,300,414	\$264,649	-0.12
Elections	\$1,730,999	0.880	\$1,956,029	\$225,030	-0.10
Mental Health	\$842,591	0.428	\$952,128	\$109,537	-0.05
Developmental Disability	\$682,995	0.347	\$771,784	\$88,789	-0.04
County Infrastructure Fund	\$1,965,865	1.000	\$2,221,427	\$255,562	-0.11
County Funds Totals	\$73,382,559	37.313	\$82,922,292	\$9,539,733	-4.29
Total	\$140,516,831	75.773	\$158,784,019	\$18,267,188	-8.72

vycokck.org/budget



With the Tax Levy Fund impact if we were to go to revenue neutral, with the two City funds if we realize going full valuation there would be like \$8.7 more million into the City side of the Property Tax Levies which sounds like a whole lot of money, but it's basically just like 3% increase for those funds. On the County side, the total there for all the Tax Levy Funds is \$9.5M that would be coming in additional and that's based—we're estimating 13% increase in property taxes across the county. So, the makeup there with that \$9.5M is a 9% increase to all the County funds. So, between both the City and the County it's like an \$18M impact when you—the City General Fund and the County—or the City Bond & Interest Fund we're losing about 4.5 mills that we would have to cutoff if we don't go revenue neutral. Then, on the County side if we go or decide not to go revenue neutral, it's almost 4.5 mills that we'd be shaving off.

Fund Forecast

City General

Revenue Neutral Rate Estimate

City General Fund	2024 Budget	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast	2029 Forecast
TOTAL REVENUES	\$ 169,110,982	\$ 173,689,284	\$ 180,860,769	\$ 187,586,812	\$ 194,649,168	\$ 201,443,099
TOTAL EXPENSES	\$ 170,593,501	\$ 177,684,106	\$ 185,077,218	\$ 192,785,932	\$ 200,823,999	\$ 209,205,651
Net Change in Fund Balance	\$ (1,482,519)	\$ (3,994,822)	\$ (4,216,449)	\$ (5,199,139)	\$ (6,174,831)	\$ (7,762,553)
Cash Basis Ending Fund Balance	\$ 26,734,011	\$ 22,739,189	\$ 18,522,740	\$ 13,323,601	\$ 7,148,770	\$ (613,783)
ACFR Ending Fund Balance	\$ 41,581,750	\$ 37,586,928	\$ 33,370,479	\$ 28,171,340	\$ 21,996,509	\$ 14,233,956
Reserve % of Expenditures	21.37%	21.15%	18.03%	14.61%	10.93%	6.80%
Fund Balance 17% Target	\$29,000,895	\$30,206,298	\$31,463,127	\$32,773,612	\$34,140,080	\$35,564,961

Full Valuation Estimate

City General Fund	2024 Budget	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast	2029 Forecast
TOTAL REVENUES	\$ 169,110,982	\$ 178,258,784	\$ 185,772,981	\$ 192,695,313	\$ 199,962,217	\$ 206,968,670
TOTAL EXPENSES	\$ 170,593,501	\$ 177,684,106	\$ 185,077,218	\$ 192,785,962	\$ 200,823,999	\$ 209,205,652
Net Change in Fund Balance	\$ (1,482,519)	\$ 74,678	\$ 695,763	\$ (90,438)	\$ (861,782)	\$ (2,236,983)
Cash Basis Ending Fund Balance	\$ 26,734,011	\$ 27,308,689	\$ 28,004,453	\$ 27,914,014	\$ 27,052,232	\$ 24,815,250
ACFR Ending Fund Balance	\$ 41,581,750	\$ 42,156,428	\$ 42,852,192	\$ 42,761,753	\$ 41,899,971	\$ 39,662,989
Reserve % of Expenditures	21.37%	23.73%	23.15%	22.18%	20.80%	18.96%
Fund Balance 17% Target	\$29,000,895	\$30,206,298	\$31,463,127	\$32,773,612	\$34,140,080	\$35,564,961

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We have on the screen two financial schedules. We have from the City General Fund, one is a Revenue Neutral Rate Estimate and that's the one at the top and then the one at the bottom is a Full Valuation Estimate. Some of the important things to say about the City General Fund if we

April 4, 2024

were to go revenue neutral, we already have a structural imbalance in the 2024 Budget and then in the 2025 Budget and going out to 2029 that structural imbalance would only grow and we can see where it says net change in fund balance. Then, one of the things when we get out to 2029 we wouldn't even have a fund balance and wouldn't be able to approve a budget if we were to go revenue neutral.

Another thing to point out is although in 2025 we do have a 21% fund balance. The lowest we would like to go, based on our fund balance policy, is 17% and we can see that fund balance quickly starts to go down. Starting in 2027 we don't have the 17%, it goes down each year to almost 7% in 2029.

Commissioner Bynum said I am so sorry to ask you to go over this again especially if we saw this same thing two weeks ago, but this slide looking at revenue neutral estimates, the very top line with total revenues, when we are seeing increases, those increases must be estimates. They aren't property tax increases, so they must be sales tax and PILOT. **Mr. Lindsey** said, yeah, so—sorry. **Commissioner Bynum** said well, I mean if we go—I guess question number one is when we look at this, is this an assumption that we've chosen revenue neutral every single one of these years out? **Mr. Lindsey** said so the assumption is in 2025, it would be revenue neutral and then in 2026 we would be at 7% increase and then 2027, 2028 and 2029 would have a 4% increase. **Commissioner Bynum** said we're only looking at revenue neutral for the one budget year? **Mr. Lindsey** said yes. **Commissioner Bynum** said and this is the chart. Now, if we are revenue neutral for 2025, then the fund difference from '24 to '25 of what looks like about \$3.5M would be coming from other funds, not property tax. Is that a fair statement? **Mr. Lindsey** said yes, it would be coming from other revenues that go into the City General Fund. That could be referenced on one of the earlier slides where we were looking at the pie chart and it talked about all the different revenues coming into the City General Fund.

Commissioner Bynum said this chart is assuming only 2025 as revenue neutral and the fund increases are from places other than property tax. **Mr. Lindsey** said yes. One thing to keep in mind with—and when you do go with revenue neutral in 2025 it sets a floor and it only grows like 7% based on the revenue neutral.

Mayor Pro Tem Burroughs said please continue Reggie.

Mr. Lindsey said the financial statement at the bottom, the Full Valuation Estimate, basically, we have total revenues there in 2025 where we are working the full assessed value in at 13% and then the next year, 2026, we are at 7% and then from 2027 to 2029 we're at 4% growth for property tax. We do have growth in for all our other revenues at about 3% and then the total expenses we have those set at like inflation rate and then like 3% for Personnel. We have that built in, but we can see some of the important things that's going on in 2025 is that we would be structurally balanced with our budget going all the way out to 2027. One of the things that is going on, even though we would have full valuation, in 2025 our expenses are definitely growing quicker than our revenues, so when we get out to 2027 we do end up having, I think, a structural imbalance and that structural imbalance continues to grow from 2027 through 2029.

An important thing to also look at is while we do have what our fund balance estimate percentage is of 17%, we end up having 23% and we do end up having that going all the way out to 2029, but we start to go into like a structural imbalance.

Commissioner Kane said, Reggie, can you give us an example of what's going up, you know, like concrete, asphalt. Can you do that yes or no maybe? **Mr. Lindsey** said yes. Later in the presentation we do have that information that you did request. Can we cover when we get to that? **Commissioner Kane** said yes.

Fund Forecast County General

Revenue Neutral Rate Estimate

County General Fund	2024 Budget	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast	2029 Forecast
TOTAL REVENUES	\$ 81,975,030	\$ 84,096,271	\$ 89,949,616	\$ 93,757,832	\$ 97,837,702	\$ 101,358,815
TOTAL EXPENSES	\$ 84,008,832	\$ 87,376,597	\$ 90,883,532	\$ 94,535,530	\$ 98,338,734	\$ 102,299,555
Net Change in Fund Balance	\$ (2,033,802)	\$ (3,280,326)	\$ (933,917)	\$ (777,677)	\$ (501,032)	\$ (940,740)
Cash Basis Ending Fund Balance	\$ 5,603,305	\$ 2,322,979	\$ 1,389,062	\$ 611,385	\$ 110,353	\$ (830,387)
ACFR Ending Fund Balance	\$ 8,734,831	\$ 5,454,505	\$ 4,520,588	\$ 3,742,911	\$ 3,241,879	\$ 2,301,139
Reserve % of Expenditures	10.40%	6.24%	4.97%	3.96%	3.30%	2.25%
Fund Balance 17% Target	\$14,281,501	\$14,854,021	\$15,450,201	\$16,071,040	\$16,717,585	\$17,390,924

Full Valuation Estimate

County General Fund	2024 Budget	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast	2029 Forecast
TOTAL REVENUES	\$ 81,975,030	\$ 90,868,604	\$ 97,229,874	\$ 101,329,321	\$ 105,712,029	\$ 109,548,115
TOTAL EXPENSES	\$ 84,008,832	\$ 87,376,597	\$ 90,883,532	\$ 94,535,530	\$ 98,338,734	\$ 102,299,555
Net Change in Fund Balance	\$ (2,033,802)	\$ 3,492,007	\$ 6,346,341	\$ 6,793,791	\$ 7,373,295	\$ 7,248,560
Cash Basis Ending Fund Balance	\$ 5,603,305	\$ 9,095,312	\$ 15,441,654	\$ 22,235,445	\$ 29,608,741	\$ 36,857,301
ACFR Ending Fund Balance	\$ 8,734,831	\$ 12,226,838	\$ 18,573,180	\$ 25,366,971	\$ 32,740,267	\$ 39,988,827
Reserve % of Expenditures	10.40%	13.99%	20.44%	26.83%	33.29%	39.09%
Fund Balance 17% Target	\$14,281,501	\$14,854,021	\$15,450,201	\$16,071,040	\$16,717,585	\$17,390,924

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Mr. Lindsey said the next information that we're going to look at is the County General Fund and, again, we have the revenue neutral rate estimate and then also a full valuation estimate. In the County General Fund some of the assumptions to make about the revenue is that in 2025 in the revenue neutral rate model we're assuming not where our property tax will not grow, but in the

outer years of 2026 we're forecasting 7% growth and then in 2027 to 2029 we're looking at a 4% growth.

One of the things we can see with starting in the County General Fund is that our structural—that change in fund balance is not balanced out. We're structurally imbalanced. Every year from 2024 to 2029 if we go revenue neutral, also another important thing to see is our reserves as a percent of expenditure, which we would like to be at 17% at the lowest end and we don't meet that in any of the years from 2024 to 2029.

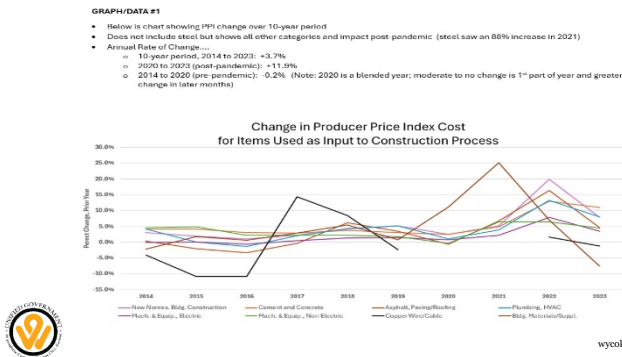
Going down into the Full Valuation Estimate, revenues we're assuming in 2025 we're having a 13% increase in property tax revenue based on the excess value that we're estimating this year and in 2026 we're estimating again a 7% and then 2027 to 2029 we're estimating a 4%. So, one of the things to see in this full valuation model is that we are structurally balanced each year from 2025 out to 2029. One thing, when we get down and look at what we would like to have as a lowest fund balance percentage of 17%, we're at 14%, but each year it does start to grow into the outer years, which is pretty positive when we're looking out into the future if we were to go full valuation.

INFORMATION REQUEST FROM MARCH 21ST BUDGET WORKSHOP



Next, we're going to jump into information request from our March 21st Budget Workshop.

Producer Price Index (PPI)



The first piece of information you requested Commissioner Kane, Mike Grimm is going to cover it.

Mike Grimm, Research Manager, said when we go to the store we're all aware of whether we know it or not the Consumer Price Index and that's the measure of inflation we pay at the grocery store for example. The Producer Price Index, the PPI, is a measure of inflation at the wholesale level and these would be for items used in manufacturing or the construction process. This list that you see on the chart are those that would be utilized quite frequently by local governments to maintain services, infrastructure, things like that. I will note on this list you don't see steel. It had such an increase in 2021 of 88%, almost doubling. We did leave it off this chart because we didn't want to skew these other items and the impact that you see on the screen.

Over the 10-year period, these items had an annual rate of change of just under 4%, 3.7%. If we look pre-pandemic, '14 to '20 it was flat, down about .2%, but if we look post-pandemic, '20 to '23, those items are up about 12% annual rate of change. We do see since the pandemic prices have dropped a little bit, but still higher than the pre-pandemic levels.

Commissioner Kane said we're going to go back here—you're going to have to dig some research on this. Kathleen Sebelius was the Governor and then she took away the Machinery & Equipment taxes, which was several million dollars, so can you go back and look at what that was because it was a major effect on our budget when it happened and we lost a great deal of money and now when there's all these plant expansions and stuff like that down in Fairfax, they don't have to pay for their machinery and equipment. I would like to see what year it was, how much it was, and how much money we've lost since then.

Mr. Lindsey said also one important thing about this chart is you do see the lines going up and down and it looks like prices did go down but one of the things that happens is once the prices go up, they never come down for us. It's like sets a floor so like the percentages do go down, but once you set the rate and it goes high one time, that price doesn't go down for us. It just keeps going up, so it sets a floor like prices, never actually goes down.

Inflation Trended Budget VS. Adopted Budget



wycokck.org/budget 19

This is a view of Inflation Trended Budget versus like budgets we actually adopted over the years and we started in 2006. In 2006 our budget was \$239M and what we did was make assumptions that Personnel grew at 3.2% each year and then also that our contracts which could vary from contracts that we have with the KCATA to software as a service contracts, that they grew at 4% a year. Then, commodities which range from a vast amount of things, we forecasted they grew at like 10.6% a year and then Capital at 10%. Once we get out to our current budget, our budget that we approved for 2024 was a \$467M budget, but an Inflation Trended Budget would be a \$584M budget and basically what this is telling is that our budget that we have built is not keeping up with inflation and it's basically what we kind of talked about with looking at the PPI is that the prices really never go down. They have smaller increases each year with inflation, but inflation actually had never went down most of the years.

Mill Levy Changes

- City Mill Raised 1 time and lowered 8 times. Net change is -6.730 Mills.

- County Mill Raised 3 times and lowered 3 times. Net change is 3.448 Mills.

Commission Approved Mill Levy Changes
2005 to 2022 Tax Years (Budget Years 2006 to 2022)

Tax Year	Budget Year	Mill Levy Change		
		City (KCK)	County	Total
2005	2006	-1.000	-1.243	-2.243
2006	2007	-1.000	-0.749	-1.749
2007	2008	-1.000	0.000	-1.000
2008	2009	-0.230	0.000	-0.230
2010	2011	0.000	3.255	3.255
2011	2012	4.500	2.185	6.685
2014	2015	-2.000	2.000	0.000
2016	2017	-2.000	0.000	-2.000
2017	2018	-2.000	0.000	-2.000
2018	2019	-2.000	0.000	-2.000
2022	2023	0.000	-2.000	-2.000
Net Mill Levy Chng. Since 2005 (2006 Budget)		-6.730	3.448	-3.282

Number Mill Levy Changes (Comm. Apprvd.) Since 2005 (2006 Budget):

	Raised	Lowered
City Mill	1	8
County Mill	3	3

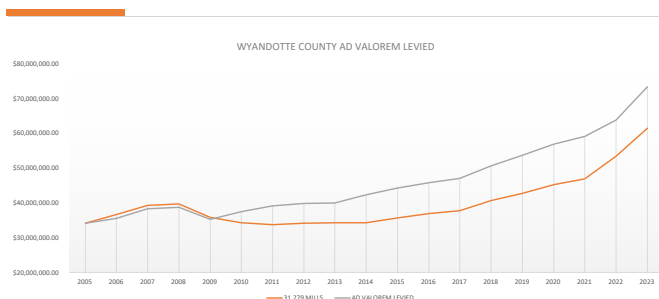


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Mr. Grimm said this slide looks at—answers the question we had during the last Budget Workshop, the number of times the City and County mill has increased or decreased since 2005 and this table only shows those years where a change occurred. On the City side, City mill over these years shows it was raised one time, lowered eight for a net change of -6.73 mills. The County mill levy was raised three times and lowered three times for a net change of 3.448. So, overall both those funds, those mill levies and those combined changes was a -3.282 mills since 2005.

Organic Change

Wyandotte County Valuation Growth @ 2005 Mill Rate vs Mills Levied by Year

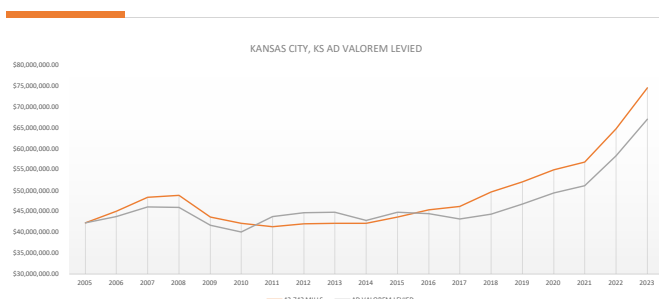


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Michael Peterson, Assistant Budget Director, said we got asked the question of comparing the organic change to the mill rate versus what we actually levied each year so that's what these next two charts are. First we looked at Wyandotte County, so what you see here is the orange line is what we would have—what the taxes would have been if we would have kept the mill constant at 31.279 mills which is the 2005 mill rate each year and then the gray line is what we actually levied each year. I'll just point out that 2008 was the recession when property value significantly dropped so you can definitely see that line in the orange as Mike Grimm just mentioned. We raised the

mill rate in 2010, 2011 and 2015, so those are some of the points that you can see the increases grow on the gray line. Those did not get reduced until recently, so the gap between the two lines is now about 19% difference from what it would have been. On average the assessed value for Wyandotte County grew about 3.5% or 79.7% from 2005 and on average our ad valorem has grown by 4.4% annually with a total growth of 114% since 2005.

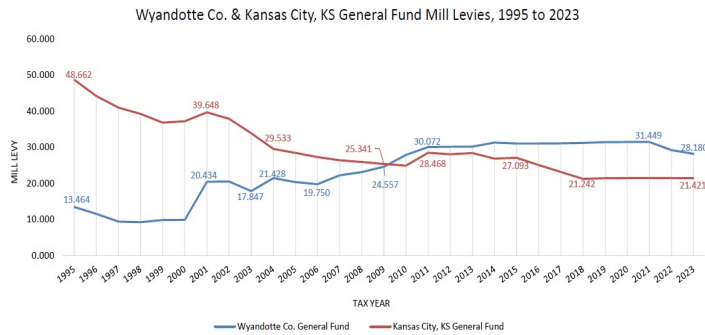
Organic Change
-Kansas City, KS Valuation Growth @ 2005 Mill Rate vs Mills Levied by Year



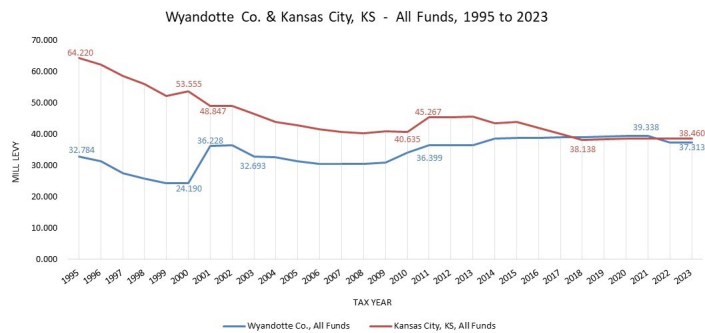
15

If you look at the Kansas City, Kansas side, again, we have the orange line showing 42.742 mills which is what was levied in 2005. Again, you can see the impact of the recession in 2008 and the drop of property values. With the Kansas City, Kansas funds being more reliant on other diverse revenue streams we didn't have as big of an increase until 2011 when taxes were—or the tax levy was increased in that year. We can point out in 2014, 2016, 2017, 2018, those are the years that the mill was dropped essentially keeping the levied ad valorem flat for most of that time period, so on average you have about 3.4% growth to the assessed valuation. On the City side about 76.4% growth overall which is actually 3.3% less growth than the County for the same time period. Then, we have about 2.8% annual growth in our levied ad valorem for the same time period.

I will just point out that each of those times when we dropped the mill rate, on the City side it was to the General Fund, not the Bond & Interest Fund, so it had a much more substantial impact on our City General Fund operations.



Mr. Grimm said this slide looks at the Wyandotte County and Kansas City, Kansas General Fund Mill Levies. For the period that you see we go a couple few years before consolidation just to show that impact. The City mill was about 48.6 mills in '95. The '23 Tax Levy Mill is 21.42, a drop of 27 mills or 56%. The County 13.5 mills in '95 and 28.18 in '23. I will note that increase on the County General Mill Levy Fund in the mid 2000's there were several smaller mill levies that were consolidated into the General Fund—General Fund Mill and the Museum, Appraiser's Office, Extension, Soil Conservation; so there are a few that were added to the General Fund on the County side.



This slide looks at the County and KCK Mill Levy all funds. On the City we're doing General and Bond & Interest and on the County we're starting out in '95. I think there are 20 different mills that broke down into, as Reggie pointed out, now there are nine. When we look at all funds KCK dropped about 26 mills, 40% decrease and on the County it was raised 4.5 mills over that period or 14% increase.

BPU Pilot

- BPU Pilot 2024 revenue forecast: \$37,150,000
- BPU Pilot revenue is equivalent 21.85 City Mills



wycokck.org/budget

Mr. Lindsey said what we have here is just some quick statistics about the BPU Pilot. So, BPU Pilot revenue for 2024 was forecasting at \$37M and that's equivalent to almost 22 City mills. The reason we kind of bring this up is this is definitely something that David Johnston, our County Administrator, is going to be having us look into this year where we're going to be trying to cut at least a quarter of the BPU Pilot rate and the BPU Pilot right now is at 11.9%. The highest it's ever been is 12.9% pre-recession. We were at like 9.9% and we're definitely shooting to get back to that in the coming years, so definitely something we'll be working on.

One of the thing is if we are to go revenue neutral, that would kind of diminish our chances to be able to cut the BPU Pilot, so if we're allowed to not go revenue neutral, it will give us more options on like different things and different programs that we can offer, so it's just one thing to keep in mind. With going revenue neutral it would kind of diminish our chances to be able to cut the BPU Pilot because we can see it's such a big piece of the City General Fund.

DotteTalks

A community-wide conversation about our budget

Get involved.

With your input, the Unified Government seeks to balance our budget, reduce our PILOT, and make improvements to support a thriving community.

wycokck.org

ROSEDALE
Saturday, April 6, 3PM-5PM
Rosedale Development Association
1403 Southwest Boulevard

DOWNTOWN
Wednesday, April 10, 6PM-8PM
First Baptist Church
500 Nebraska Avenue

TURNER
Monday, April 15, 6:30PM-8:30PM
Bristol Hill Methodist Church,
4826 County Line Road

WEST
Tuesday, April 16, 6PM-8PM
UG Annex
8200 State Avenue

BONNER SPRINGS
Tuesday, April 23, 6PM-8PM
Bonner Springs Library
201 N Nettleton Ave

Scan for all of our upcoming dates and save to your calendar.

wycokck.org/budget

April 4, 2024

Our recommendation is to not follow a non-revenue neutral calendar. I'm not saying that we wouldn't be able to cut any mills or anything like that, but we definitely are working to be able to cut some of the property tax mills. Following the non-revenue neutral calendar will give us 37 more days to work our budget. Also, what's going on there is if we do go revenue neutral, we end up having to submit our budget earlier, which would be like August 25th as opposed to if we don't go revenue—follow a non-revenue neutral calendar, we would have until October 1st to submit a budget to our Clerk's Office. This would be like our third time dealing with revenue neutral and you as an elected body haven't went revenue neutral, but there have been a lot of things that have been accomplished like within not going revenue neutral, so we did cut two mills two budget seasons ago from the County General Fund.

We also were able to add more funding to our Parks & Rec Department, which was a high priority. We also were able to set aside a mill for the whole County to be able to do road and street work, so we allocate money to Bonner Springs and Edwardsville now along with the city of Kansas City, Kansas. That was definitely something we were able to do and then we also expanded our Senior Utility Rebate Program. It's been very, very successful this year, which Monica is running. I don't think we ever seen as many people. I know we haven't seen as many people come in as we have this year. Then we also on top of that have a BPU Pilot Relief where some citizens will not pay the Pilot based on if they're disabled or elderly and based on their household income. Then for the city of Kansas City, Kansas we're adding—we've added 25% more to the budget for infrastructure on streets. We've allocated more funding to our unhoused population and we also reopened Fire Station 15 within the last two years.

I throw some of these things out because with not following the revenue neutral calendar it allows us to get more creative and find different ways to do things. Those are some of the benefits to being able to go revenue neutral and I know a lot of people wants the BPU Pilot Relief and also the Property Tax Relief and there's just other kind of services that people want, so we're allowed more time if we were able to find—not follow a non-revenue neutral calendar.

Commissioner Kane said so, we don't go revenue neutral, but that's still—we know we're not going to raise the mill levy, but that still gives an opportunity to look and see what we can do with the mill levy. Is that correct? **Mr. Lindsey** said yes. **Commissioner Kane** said okay, and then, Debbie, the other day when the folks were in here talking about our monies and I believe the

comment was we're not going broke, is that correct? **Debbie Jonscher, Deputy Chief Financial Officer**, said we're—**Commissioner Kane** said we're not going broke. **Ms. Jonscher** said no, we're not going broke. I mean—**Commissioner Kane** said say that again please. **Ms. Jonscher** said no, we're not going broke.

Commissioner Hill said I just wanted to ask a question. One of the things you said was you had more options if you did not go revenue neutral and then you mentioned about the BPU Pilot. I think you said 12.9 was about the average Pilot, but then you mentioned 9.9%, so I'm probably not saying something right. **Mr. Lindsey** said the 12.9% number that I mentioned, that's the highest that the Pilot has ever been. Right now we pay 11.9%, or citizens pay 11.9%, and before the recession it was set at 9.9% and we would like to work to get back to the 9.9% and something we will be working on during this budget season is to cut the Pilot like a quarter of a point and that's like almost a \$900,000 impact to our—each quarter is about a \$900,000 impact to our revenues. **Commissioner Hill** said that sounds good.

Just on a general basis and you may not know the answer to this, but I just wonder how would that impact the average household going from 11.9% to 9.9%. **Mr. Lindsey** said it could—for some reason I think it may be like a \$1.40 or somewhere around there. It seems like the average Pilot—I have to check, but I remember it's like \$17 a household possibly.

Mayor Pro Tem Burroughs said I'm looking at your General Fund Revenue Estimate and if we don't use revenue neutral, I'm looking at the Full Valuation Estimate and I still see our expenses are still running pretty close to our revenue stream even though we're taking in an additional \$40 plus million in 2029 from 2024. I mean that's—I want to make sure I'm not exaggerating my numbers, but if I look at—I'm looking at the 2024 Full Valuation Estimate of \$169M. When we get to 2029 your projections are almost \$207M, so that's an increase roughly about \$40 some million, correct? **Mr. Lindsey** said yes. **Mayor Pro Tem Burroughs** said okay and yet I still see we're exceeding those with our expenses, so even though we're doing full revenue we're exceeding our revenues by \$4M even at full valuation estimate. Is that how I'm to read this? **Mr. Lindsey** said yes. The reason for that, we currently have expenses that are growing faster than our revenue stream is. We definitely have things where we have added positions in Public Safety, so that has had an impact. We've had some grants that have runoff for like Public Safety where we

have picked them up in the City General Fund. So, like reopening Fire Station 15, we added more employees and then we have a SAFER Grant in the Fire Department where we're adding people to it.

Mr. Peterson said one of the big impacts of that on the revenue side, I'll just add, is that we have not projected very much growth for sales taxes just because of performance that has happened in recent periods. So sales tax is a big contributor to the City General Fund and if that revenue stream stays fairly flat, then we're fairly dependent on Pilot or property tax income to make up the difference. **Mayor Pro Tem Burroughs** said yeah and I think that's a fair statement.

I guess the comment I would have is even at full valuation, we're still having to draw down from our reserves in that particular budget and that tells us that we need to go back and actually review within the budget where we can become more efficient and cut our expenses somewhere, find a way to live within our revenue means. I think that's what I'm coming away from this full valuation presentation. I understand that we have to run through this revenue neutral exercise mandated by the State Statute, but here we are now talking at full valuation and we're still falling short of meeting our revenues that are coming in.

You mentioned our sales tax growth. Could you give us a percentage of what those sales tax growths have been since in the last ten years maybe in a future discussion, what the median or average has been over the last—let's just go the last 10 years. I think our sales tax community couldn't count much on sales tax for a handful of decades and now we have sales tax going into our budget, but it's the accountability of those dollars or sales tax dollars is where they're being utilized.

You talk, you know, we're still having an increase in valuation, which is a positive for the community that we have increased valuations, we have sales taxes that have supplanted some of the burden that was on property taxes a couple of decades ago, we have economic development that has occurred in our community which has helped raise those appraised values. We have a smaller workforce than what we had a number of years ago because we've become a little more efficient in some departments and through consolidation, but we've also increased fees to cover some of the financial shortfalls that we've had, plus we've had population growth over the last decade. So, to have all of those positives and still showing a deficit should be somewhat concerning and so I would hope that as we move forward that we as a Commission can find a way to cut down our expenses to meet our revenue projections because I think these revenue projections

a full valuation estimate, you've given your percentages as to what they are. I can remember in one discussion a couple of years back that when we were talking about sales tax, it was a very conservative number and we exceeded it, I want to say, by about 4% and that money went into an additional increase in valuation which gave us, your know, more money to operate our budget. I would like to find a way that we can take those positives and help those positives move us into not having to take from our ending balance especially on the City General Fund.

I haven't studied the County Fund to the extent. We are a little bit better on the County side than we are on the City side especially in the outyears when we go from full valuation estimate, but the City side is the challenge facing us right now in reference to even if we stay at full valuation, we're still going to exceed our revenue and that's what I come away from the presentation that we just had and if that's not an accurate statement, please correct me.

Mr. Lindsey said at full valuation in 2025 we will definitely have a positive fund balance in the outer years but we do end up having some issues out in 2027 to 2029. We are structurally balanced for 2025 and 2026, but that does fade in 2027 to 2029. **Mayor Pro Tem Burroughs** said your projections are accurate there that we're only half a million and just under \$700K, which is fine. We're not drawing from our ending balance, but we all know that contingencies can come into play whether it be a natural disaster, whatever it may be that we're going to have to expend those dollars. But as we go even into the outyears, which is what we're trying to get to, the stability in our outyears to address our sustainability financially, we're still exceeding our revenues on the City side. That should, as I stated, that's concerning to some of us, but I think your projections are spot on, on how you presented it. I appreciate the information. Thank you Reggie and Mike.

Commissioner Stites said is it the reason that we don't get to vote revenue neutral on the County side and then also revenue neutral on the City side, they're separate. They're two different ones. Is it because of the unification. Is that why, because how do other counties—I'm just going to say Johnson County that has cities within their county, do they get—they don't get presented one decision where it's either R&R across the board or two separate R&R discussions. **Mr. Lindsey** said they are definitely different cities and then they have different counties. I mean they have the ability within their own entities to make a decision. With us being unified—you know there may be the possibility where we could go—I don't know that we can't go like revenue neutral on the County and go revenue neutral in the City. Angela or Debbie, do you all know? **Ms. Jonscher**

said I would think—I mean we submit separate budgets to the State so I think there is the—we approve as one budget, but I believe if you wanted to do one revenue neutral, one not, you would simply have to separate the vote.

Commissioner Stites said I'm not even saying that I want to do that. I'm just saying why do—it seems like we should have separate discussions. Let's talk about the County budget and then let's talk about the City budget. Instead it seems like it's kind of just being lumped into, okay, do you want to exceed revenue neutral or not and we only have one bite at the apple and that's right now, but we've only really—all the ingredients have been thrown into the pie and not separated out. **Mr. Lindsey** said when we do look at it we are looking at the City General Fund separately and the County General Fund.

Commissioner Stites said so what if I was to say, and I'm just hypothetical, if I was to say I want to be revenue neutral on the County side, but not the City side, what do we do? **Mr. Lindsey** said I think that's something we definitely have to take into consideration, but I think if we do look at the County General Fund and we did go revenue neutral, we aren't meeting like—**Commissioner Stites** said I'm not digging into the numbers right now. I'm just saying if that's what I wanted to do.

Angela Lawson, Interim Chief Counsel, said it might be that we've done it together because they both have two different calendars and then you'd be following two different timeframes for the budgets. It might have been done to keep this—**Ms. Jonscher** said because we do present the—when we publish the budget statements we publish a separate statement, a notice, for both the City and the County. I think the resolution that we approve approves the budget that you all set, you agree to set the City Mill Levy at a certain level and the County Mill Levy and then the resolution, I think, covers that. But, if you wanted to do them separately, I don't think that's an issue. **Commissioner Stites** said okay, thanks.

Mr. Lindsey said we would like to get a consensus from you all on which calendar we should follow. Should we follow the revenue neutral calendar or should we follow the non-revenue neutral calendar?

Commissioner Stites said when do we have to have that? We have three commissioners that aren't in the room tonight, so when is our next workshop and is that workshop sufficient to give

that answer? **Mr. Lindsey** said we do have another Budget Workshop on April 18th. **Commissioner Stites** said I say that we wait until that one and potentially have all the commissioners that are missing in the room.

Commissioner Bynum said I am interested in looking at specifically the potential of County revenue neutral, which I know would put us on two different calendars. I'm just saying I would like to look at that. My personal thought right now is City follow the non-revenue neutral calendar, but I would like to look at what the—I mean you've shown us quite a bit of what the impact is of revenue neutral and then I think it kind of comes down to what Commissioner Burroughs was referencing, which is what would we not do, where would we have efficiency or cuts, but I'm interested in looking at it on the County side.

Mr. Lindsey said I know we need to get out of here, but one thing I will just advise in going revenue neutral in the County, so that is the chart that's at the top, so one of our goals is Fiscal Sustainability and so looking at like 2025 Budget, we're definitely going into where we don't have a sustainable budget there just as far as it's structurally imbalanced at \$3.28M and then also our reserves as an expenditure, we'd like to be at 17%. That's what our own fund balance says and it's at like 6%. So, going revenue neutral—if we were to go revenue neutral, to get structurally balanced we would be looking at cutting like \$3.2M from the budget. **Commissioner Bynum** said to your point and to Commissioner Burrough's point, for 2025 if we looked at revenue neutral we would need to be looking at what would we do on the expenditure side to not have that \$3.28M ending deficit. What would we not spend and that's what I would like us all to be looking at together.

Mayor Pro Tem Burroughs asked, questions or comments? Yes ma'am, welcome to the committee.

Shelley Kneuvean, Chief Financial Officer, said one of the things that I would offer is that, and it was helpful to me when I joined the college to better understand this revenue neutral process, but even if you move forward with the calendar that is not for revenue neutral, that does not mean that you've made that decision to not be revenue neutral. I think it just gives you more time to

have a policy discussion and then you could adopt one at revenue neutral, you could reduce one, you could keep one the same, but it gives you just the time. It just says to the public that we are looking at those tax levies and evaluating options, so if that's helpful to you, you'd still have the policy decision to make. **Mayor Pro Tem Burroughs** said it is. Thank you very much for that clarification.

Commissioner Kane said I like that idea and I think that's the direction we can go because we still have the opportunity to go revenue neutral and we don't handcuff these guys in a short timeframe. That's just my thoughts.

Mayor Pro Tem Burroughs said I don't know if Mr. Johnston had any closing comments he'd like to make. Staff, any other closing comments? Legal, Administrator's Office? Seeing none, there's no further business to come before this governing body, I would ask for a motion to adjourn, but I do want you to know that we're going to continue on into the Police graduation at 6:00 p.m., so please be there. Do I have a motion and second to adjourn?

Commissioner Kane made a motion, seconded by Commissioner Burns, to adjourn. Roll call was taken and there were six "Ayes," Hill, Kane, Lopez, Stites, Bynum, Burns.

**MAYOR PRO TEM BURROUGHS AJOURNED
THE MEETING AT 5:51 p.m.**

Monica L. Sparks
Interim Unified Government Clerk

dt

April 4, 2024



Unified Government Clerk's Office

Monica L. Sparks
Interim Unified Government Clerk

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

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

Memorandum

To: David Johnston
County Administrator

From: Monica L. Sparks
Interim UG Clerk

Date: March 14, 2024

Re: Weekly Business Material

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

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

Attachments

BM

Weekly Business Material for March 8, 2024 – March 14, 2024

1. COMMUNICATION:

- Notice of name change modification, Univar Solutions USA Inc. to RCRA Hazardous Waste Management Facility Permit Effective date January 1, 2024.

Action: Received and filed.

2. PUBLIC NOTICE:

- Alandon Tow Service, 6224 Kansas Ave., Kansas City, KS 66111, held a public auto auction on March 5, 2024, at Alandon Tow Service.

Action: Received and filed.

3. BIDS:

- Monica Sparks, Interim UG Clerk, listing bids received on March 6, 2024, for project #B40868 – CSO-19 Sewer Separation Phase 1 for the Parks & Recreation Dept.
- Monica Sparks, Interim UG Clerk, listing bids received on March 15, 2023, for project #B40867 – Landscape Maintenance Services for Parks & Recreation Dept.

Action: Received and filed. Copy previously forwarded to County Administrator, Public Works, and Parks & Recreation Department.

4. CLAIM FOR DAMAGES:

- Mohammed Battat, Kansas City, MO, alleging damage to his vehicle due to an uncovered pothole located on Minnesota and 14th Street, on 3/14/24.
- Pauletta Johnson, alleging punitive damages in excess of \$30M.

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

5. SUMMONS:

Candice Cruz-Casiano et al., vs. Unified Government of WyCo/KCK, Case No. WY-2024-CV-000170.

Ivory Laster, vs. Unified Government of WyCo/KCK, Case No. WY2024CV46

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

6. TRAVEL REQUESTS:

- Ramat Abanishe, KCKPD, travel to Dallas, TX, from 5/19/2024 through 5/23/2024, to attend the Conference on Crimes Against Women, 100% VAWA Training & Travel.
- Adrian Alemifar and Shanna DePriest, Budget, travel to Orlando, FL, from 6/8/2024 through 6/12/2024, to attend the GFOA 118th Conference, Employee Training & Travel.
- Rodney Boston and Patrick Locke, KCKPD, travel to San Diego, CA, from 5/6/2024 through 5/11/2024, to attend the NPAL Conference 2024.
- Samuel Her and David Kelly and Bojan Lugonja, Budget, travel to Las Vegas, NV, from 9/16/2024 through 9/19/2024, to attend the Workday Rising, Employee Training & Travel.
- Ellie Moreno, KCKPD, travel to Washington DC, from 7/29/2024 through 8/2/2024, to attend the Nat'l Org of Victim Assistance Annual Training, 100% VOCA Training & Travel.
- Njeri Mwangi, District Attorney's Office, travel to Seattle, WA, from 4/7/2024 through 4/10/2024, to attend the NDAA Prosecuting Sexual Assault – Across the Victim Spectrum, Employee Training & Travel.
- Daniel Soptic, Sheriff's Office, travel to Quantico, VA, from 3/10/2024 through 3/16/2024, to attend the Nat'l Sheriff Institute, Employee Training & Travel.
- Jennifer Stewart, Health Department, travel to Minneapolis, MN, from 4/7/2024 through 4/11/2024, to attend the National Healthy Homes Conference, Employee Training & Travel.
- David Weaver, KCKPD, travel to St. Paul, MN, from 3/11/2024 through 3/15/2024, to attend the ATF Task Force Officer Training, Employee Training & Travel.

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

7. CERTIFICATE OF INSURANCE/LIABILITY INSURANCE:

- 2024 AERIAL FX
- Antojitos Morataya LLC
- Brink's Incorporated and all subsidiaries
- Mendoza Ground Transportation
- Mireya L Cruz & Elmer H Zapata Salazar
- QuikTrip Corporation
- Securiguard Inc & Vendtech-SGI LLC
- Sunstates Security LLC
- United States Protective Service Inc
- Vets Securing America Inc

Action: Referred to License.

8. BUSINESS BONDS:

- Electrical Bonds:
 - Galvin Electric Co. Inc
 - S & J Electrical Contractors LLC
 - Total Home Service
- Plumber's Bonds:
 - Complete Heating & Cooling and Refrigeration

- GS Plumbing & Construction LLC
- Inception Plumbing LLC
- Kansas City Plumbing Company LLC
- KMZC Plumbing Inc
- Swaynes LLC
- Total Home Service
- Mechanical/HVAC Bonds:
 - KC Air Systems LLC
 - Total Home Service
- Cesspool Bond:
 - A-1 Sewer and Septic

Action: Referred to License.

9. CONTINUATION CERTIFICATES:

- Plumbers Bonds:
 - Brooklyn Ventures LLC
 - Paul Vilhauer Plumbing Incorporated
 - Schoeller Plumbing
- Mechanical/HVAC Bonds:
 - Hussmann Services Corporation
- Electrical Bonds:
 - Angell Electrical Services LLC
 - Brooklyn Ventures LLC
 - Creative Associate Inc
 - Generation Solar LLC
- General Bonds:
 - Hussmann Services Corporation (refridge)
 - Little Joe's Pawn and Gun East LLC
 - Metro Pawn (x2)
 - The Lamar Company LLC (x2)

Action: Referred to License.

10. CANCELLATION NOTICE OF INSURANCE/BOND:

- Electrical Bonds:
 - Arnaldo Electric LLC
 - Gen1 Electric LLP
 - Marcus Electric

- Psalm-1 Electric Inc
- RisingSun Solar
- Robbins Electric LLC
- Mechanical/HVAC Bonds:
 - Dodd Heating and Cooling
 - Furnace Service and Air Conditioning CO
 - River Oak Mechanical LLC
 - Samz Heating and Cooling
- Plumbers Bonds:
 - Fazel Plumbing LLC
 - KDP Plumbing LLC
 - Pachecos Plumbing LLC
- General Bonds:
 - Madden Rentals LLC
 - JSBC Enterprises LLC
 - Metal Craft Inc
 - Mulch Soluion LLC

Action: Referred to License.

11. REINSTATEMENT NOTICE:

- Green Rocket Services LLC
- Infinity Communications LLC
- Madden Rentals LLC

Action: Referred to License.

12. APPLICATION FOR CATERER/DRINK EST/HOTEL:

- R.I. Heritage Inn of KC, LLC., Thomas R. Rehorn III, d/b/a Residence Inn Kansas City at the Legends, 1875 Village West Pkwy, Kansas City, KS 66111.

Action: Referred to License.

13. PRIVATE SECURITY BUSINESS:

- Brinks, Inc. D/B/A Brinks, Inc., 110 E 9th Street, Kansas City, MO 64106.
- Twin City Security, Inc. D/B/A Twin City Security Inc., 6340 Glenwood St. #109, Overland Park, KS 66202.

Action: Referred to License.



Unified Government Clerk's Office

Monica L. Sparks
Interim Unified Government Clerk

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

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

Memorandum

To: David Johnston
County Administrator

From: Monica L. Sparks
Interim UG Clerk

Date: March 21st, 2024

Re: Weekly Business Material

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

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

Attachments

RM

Weekly Business Material for March 15th, 2024 – March 21st, 2024

1. CLAIM FOR DAMAGES:

- Wyandotte-Clarke Limited Partnership C/O William Clarke, Paradise Valley, AZ, alleging damage to his property due to construction, on 3/10/2024.
- LaTasha Harris, Kansas City, KS, alleging damage to her personal vehicle due to pothole located exit 423C, on 3/14/2024.
- Antonio Union II, Kansas City, KS, reporting potholes on the south side of 7th St by Rowland Ave, on 2/1/2024.

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

2. TRAVEL REQUESTS:

- Omar Quintero, 311 Operations, travel to Fort Worth, TX, from 4/29/2024 through 5/2/2024, to attend CS Week's Engage 311, paid for by Employee Training and Travel.
- Randy Greeves, Urban Planning and Land Use, travel to Birmingham, AL, from 5/5/2024 through 5/9/2024, to attend 2024 Main Street Now, paid for by Employee Training & Travel.

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

3. APPLICATION FOR DRINK. EST./PUBLIC VENUE:

- Paper Street Smoke Company LLC, Michael Simmons, d/b/a The Davenport, 401 N 6th St, Kansas City, KS 66101.

Action: Referred to License.

4. APPLICATION FOR CATERER/DRINK EST/HOTEL:

- Joe's Kansas City Bar-B-Que Inc, Latanya Goth, d/b/a Joe's Kansas City Bar-B-Que, 3002 W 47th Ave, Kansas City, KS 66103.
- Nereidas Co, Miriam Rivera, d/b/a Nereidas Club, 28 Kansas Ave, Kansas City, KS 66105.

Action: Referred to License.

5. APPLICATION FOR MASSAGE THERAPY:

- Lance Kelley, d/b/with Chateau Avalon, 701 Village West Pkwy, Kansas City, KS 66111.
- Katelyn Wigginton, d/b/with Talkenna Yoga & Massage, 8833 State Ave Ste 2, Kansas City, Kansas 66112.

Action: Referred to License.



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Jeffrey Conway, Assistant Counsel jconway@wycokck.org x5075	Legal
AGENDA ITEM #9.1.		
RESOLUTION: SECOND AMENDMENT TO ASSIGNMENT, ASSUMPTION AND RESTATED DEVELOPMENT AGREEMENT		
BACKGROUND		
Approve a resolution to adopt the Second Amendment to Assignment, Assumption, and Second Amended and Restated Development Agreement (Homefield Project), submitted by Jeff Conway, Senior Counsel. <i>It is requested that this item be fast-tracked to the May 2, 2024, full commission meeting.</i>		
RECOMMENDATION		
Approve Fast Track		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution to adopt 2d Amendment, Second Amendment to Assignment Assumption and Second Amended and Restated Development Agreement, 4_23_24 Executive Summary Second Amendment to Assignment Assumption and 2nd Amended and Restated DA		

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

RESOLUTION NO. R-__-24

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

WHEREAS, on January 27, 2022, the UG and Developer entered into that certain Assignment, Assumption and Second Amended and Restated Development Agreement (as amended, the "Agreement"), whereby Developer proposed to design, develop, and construct certain new facilities in Wyandotte County, Kansas, including an approximately 150,000 square foot building and facility which is designed as a multi-sport venue; outdoor facilities for water and outdoor sports; and a youth baseball complex (collectively, the "Homefield Project");

WHEREAS, in the Agreement, Developer has also agreed to design, develop, and construct an approximately 230-room Margaritaville-themed hotel project;

WHEREAS, on June 8, 2023, the UG and Developer entered into that certain First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "First Amendment") to create the Themed Hotel Community Improvement District ("CID"), and to include in that CID Big Shots Golf, a multi-sport and live music arena, and an Atlas 9 immersive museum;

WHEREAS, Big Shots Golf has subsequently been purchased by Top Golf and so there is a need to replace Big Shots Golf with Top Golf, and the Developer does not yet have a fully executed lease with the Arena;

WHEREAS, upon Developer's completion of the necessary documents related to the Arena and/or Top Golf, additional CID bonds may potentially be issued in connection with each;

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

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

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

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

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

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

By: _____

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

ATTEST:

By: _____

Monica Sparks, Acting Unified Government Clerk

Approved as to form:

By: _____

Angela J. Lawson, Acting Chief Counsel

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

THIS SECOND AMENDMENT TO ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Amendment"), is made and entered into as of _____, 2024 (the "Amendment Effective Date"), by and among the **Unified Government of Wyandotte County/Kansas City, Kansas** (the "UG") and **HFS KCK, LLC**, a Kansas limited liability company ("Developer").

RECITALS:

A. On January 27, 2022, the UG and Developer entered into that certain Assignment, Assumption and Second Amended and Restated Development Agreement (as amended, the "Agreement"), whereby Developer proposed to design, develop, and construct certain new facilities on certain real property located in Wyandotte County, Kansas, including, among other things, (i) an approximately 150,000 square foot building and facility which is designed as a multi-sport venue, including food and beverage, medical services, fitness, retail, office and entertainment spaces; (ii) outdoor facilities (and potentially associated indoor area(s)) for entertainment programs for water and outdoor sports; and (iii) a youth baseball complex which will include at least eight (8) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms (collectively, the "Homefield Project"). The Homefield Project is more particularly described in Sections 2.2(a)(i)(1) and (2), 2.2(a)(ii)(1) and (2) and 2.2(a)(vi)(1) of the Agreement, as modified by this Amendment. Capitalized terms which are used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. In the Agreement, Developer has also agreed to design, develop, and construct an approximately 230-room Margaritaville-themed hotel project, which may include amenities such as food and beverage options, pools and other water features, retail offerings, meeting space, and a spa (collectively, the "Themed Hotel").

C. On June 8, 2023, the UG and Developer entered into that certain First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "First Amendment") to create the Themed Hotel CID and commence underwriting for the same with the intention of marketing and publicly selling CID Bonds in connection therewith. The First Amendment also provided that the Themed Hotel CID include the Homefield Building, Homefield Baseball and three additional new concepts that were not previously contemplated specifically in the Agreement: (i) a Big Shots Golf food and entertainment concept ("Big Shots Golf"), (ii) a multi-sport and live music arena (the "Arena"), and (iii) an Atlas 9 immersive museum ("Atlas 9"), each of which is more fully described in such First Amendment. Big Shots Golf has subsequently been purchased by Top Golf and so this Amendment will modify the Big Shots Golf concept and replace it with Top Golf.

D. Developer does not yet have a fully executed lease with the Arena and its agreements with Top Golf require amendments resulting from the change in concept from Big Shots Golf to Top Golf. Accordingly, the parties have agreed that the sites for the Arena and Top Golf will remain in the Themed Hotel CID, but the underwriting for the Themed Hotel CID Bonds will not include any projected revenue from the Arena or Top Golf and no Themed Hotel CID Bonds proceeds will be provided to Developer for such uses. Upon Developer's completion of the necessary documents related to the Arena and/or Top Golf, additional CID bonds may potentially be issued in connection with the same, subject to the requirements in the Transaction Documents and subsequent agreements between the UG and Developer in connection with the same.

E. Developer and the UG have also agreed to certain other modifications and amendments to

the Agreement which are more fully set forth below.

AGREEMENT

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

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

2. Amendment of Big Shots Golf Portion of Project to Become Top Golf.

(a) Subsection (7) of Section 2.2(a)(i) of the Agreement shall be deleted in its entirety and replaced with the following:

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

(b) All references to "Big Shots Golf" shall hereafter be replaced with "Top Golf" for all purposes.

(c) Subsection (v) of Section 6.6(a) of the Agreement to provide a Commencement Date for Top Golf shall be modified as follows:

"(v) Developer hereby agrees that Commencement of Construction on Top Golf shall occur on or before February 1, 2026."

(c) Subsection (v) of Section 6.6(b) of the Agreement to provide a Completion Date for Top Golf shall be modified as follows:

"(v) Developer hereby agrees that Substantial Completion and opening of Top Golf shall occur on or before May 1, 2027."

(d) Section 2(d) of the First Amendment providing for a Store Operator Agreement with the owner and operator of Top Golf that survives Developer's closing with Top Golf shall be modified as follows:

"(d) Developer will have a buy-back remedy if Top Golf construction is not timely commenced, but it will not include an ongoing continuous operations covenant. Because Developer's remedies related to Top Golf are not connected to completion and opening of Top Golf, Developer understands and agrees that an escrow of any and all bond proceeds attributable to Top Golf will need to be escrowed until Top Golf is completed and opened."

3. Amendment to Conditions to Issuance of Themed Hotel CID Bonds. Developer does not anticipate that it will have a lease with the operator of the Arena or its required agreement amendments in place with Top Golf prior to the deadline for printing a preliminary official statement (or similar offering

document) for the Themed Hotel CID Bonds, and therefore certain of the conditions set forth in Section 4.5(g)(vi) shall be amended as follows:

(a) Subsection (ii) of Section 4.5(g)(vi)(B) shall be modified to read as follows: "*(ii) each of such Project components shall be constructed and completed by a date certain set forth in the feasibility study; provided that, if a fully executed, commercially reasonable lease, sales contract or similar contractual commitment is not available for the Arena and/or Top Golf at the time of printing a preliminary official statement (or similar offering document) for the Themed Hotel CID Bonds, then the Arena and/or Top Golf, as applicable, shall remain in the Themed Hotel CID, but no CID Sales Tax from the Arena and/or Top Golf, as applicable, shall be included in sizing the issuance of the Themed Hotel CID Bonds and no CID Proceeds shall be available to the Developer for the Arena and/or Top Golf, as applicable, based on the Themed Hotel CID Bonds. All other references to the Arena and Top Golf in this Amendment shall remain in full force and effect.*"

(b) Section 4.5(g)(vi)(C) shall be modified to read as follows: "*In addition to the previously approved detailed conceptual plan for the Themed Hotel (which shall be updated by Developer), Developer shall also have presented and the UG in its sole discretion shall have approved a detailed conceptual plan for Atlas 9.*"

(c) Section 4.5(g)(vi)(D) shall be modified to read as follows: "*Developer shall have delivered a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the Themed Hotel and Atlas 9. For the Themed Hotel, Developer shall have delivered evidence of availability of public and private funding necessary for cashflow of construction of the items shown on the Themed Hotel budget (including Developer's private equity and/or debt financing, if necessary), which budget and private financing shall be approved by the UG in its sole discretion. Also, without limiting the generality of the foregoing, Developer is specifically required to provide a detailed cashflow analysis demonstrating that in light of all requirements in this Agreement, Developer will have access to Private Capital, CID Proceeds, and other public financing, when needed, to maintain a continuous program of construction for the Themed Hotel. If such cashflow analysis does not demonstrate Developer's access to Private Capital and CID Proceeds, when needed, to maintain a continuous program of construction of the Themed Hotel, the Developer shall provide to the UG evidence of the availability of additional Private Capital to meet any such funding gaps and to allow for a continuous program of construction.*"

If and when Developer completes a lease with the operator of the Arena and/or its required agreement amendments with Top Golf, then the UG and Developer may agree to issuance conditions for any subsequent CID bond issue that the UG might consider that would include CID Proceeds from or for the Arena and/or Top Golf, such potential future CID bond issue(s) to be considered by the UG in its sole discretion.

4. Amendment to Developer Commitment to Build Themed Hotel CID Improvements. Notwithstanding anything in the Agreement to the contrary, Developer is not currently committed to building the Arena or Top Golf. Developer and the UG will subsequently require a contractual commitment for construction and completion of the Arena if and when a subsequent CID bond issue includes CID Sales Tax revenues from or proceeds for the Arena. However, at present, the provision set forth in Section 4.5(g)(vii) shall be modified to read as follows:

"(vii) Irrevocable Commitment to Build the Themed Hotel CID Improvements. Developer agrees that, upon initial issuance of the CID Bonds for the Themed Hotel CID,

Developer will be irrevocably committed to building (or causing to be built) all of the CID Improvements, excluding Top Golf and the Arena."

5. Amendments to Notice Addresses. The following notice addresses have changed and shall be modified as follows:

(a) The notice to the UG's Chief Counsel in Section 10.11 shall be addressed as follows:

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: alawson@wycokck.org

(b) The notice address for Gilmore & Bell in Section 10.11 shall be amended to read as follows:

Kevin Wempe, Esq.
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Telephone: (816) 221-1000
Email: kwempe@gilmorebell.com

(c) The notice address for Developer in Section 10.11 shall be amended to read as follows:

HFS KCK, LLC
Attention: Greg Maday and Trey Bowen
520 W. Pennway, Suite 300
Kansas City, Missouri 64108
Telephone: (816) 921-8200
Email: tbowen@superiorbowen.com; gmaday@specchem.com

6. Miscellaneous. In connection with this Amendment, the parties hereby agree as follows:

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

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

(c) The parties declare and represent that no promises, inducements or agreements not herein expressed have been made; the Agreement, as modified by this Amendment, contains the

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

DEVELOPER:

HFS KCK, LLC, a Kansas limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of HFS KCK, LLC, a Kansas limited liability company.

Printed Name: _____

Notary Public in and for said State

Commissioned in _____ County

My commission expires: _____

4/23/2024 EXECUTIVE SUMMARY
SECOND AMENDMENT TO HOMEFIELD ASSIGNMENT, ASSUMPTION
AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

1. **Parties.** The UG and HFS KCK, LLC, a single-purpose Kansas limited liability company formed for this project ("Developer"). Developer has previously purchased the Schlitterbahn waterpark and all of SVV's remaining land in the Vacation Village/Village East STAR Bond District and Developer assumed all of SVV's interests in the Development Agreement the UG had with SVV.

2. **History of the Schlitterbahn District and Agreement.** The UG originally formed the Vacation Village STAR Bond District and entered into a Development Agreement with SVV in 2005. Both the STAR Bond District and the Development Agreement have been amended multiple times. The STAR Bond District currently includes six distinct Project Areas. On November 19, 2020, the UG and Developer entered into an Assignment, Assumption and Amended and Restated Development Agreement with Developer for a demolition of Schlitterbahn and developing and financing a new Homefield Project (as generally described below), and on January 27, 2022, the UG and Developer entered into a Second Amended and Restated Development Agreement in which the UG agreed to issue STAR Bonds and Developer agreed to construct a new multi-sport Homefield development project with certain sports-focused assets, including:

(a) a \$60M, 150,000 square-foot indoor multi-sport facility in Project Area 4 for a variety of indoor sports, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces (the "Homefield Building");

(b) a \$15M outdoor multi-sport venue in Project Area 1 with facilities for sports, adventure and entertainment programs for water and outdoor sports such as paddleboarding, kayaking, swimming, sand volleyball, pickleball, obstacles, climbing, and ropes ("Homefield Outdoor"), which may be designed and integrated into the Themed Hotel described below;

(c) an approximate \$40M youth baseball complex in Project Area 5 to include at least 8 lighted turf fields and integrated state-of-the-art technology to enhance individual and team training as well as analytics and data capture and other amenities ("Homefield Baseball"); and

(d) an \$85M Margaritaville hotel and resort project, with 250 rooms and which may also include amenities such as food and beverage options, pools and other water features, retail offerings, meeting space, and a spa (the "Themed Hotel"). The Themed Hotel is now expected to cost more than \$150M and is approximately 230 rooms, which changes are reflected in the proposed Amendment.

Nearly all of the financing for the Homefield Project (not including the Themed Hotel) is expected to come from STAR Bond issues and the Agreement contemplated an Initial Issuance of STAR Bonds with a maximum of \$130M of net proceeds available to the Developer and an Additional Issuance with a maximum of \$20M of net proceeds available to the Developer – a total of \$150M of net STAR Bond Proceeds. In 2022, the UG issued STAR Bonds that yielded approximately \$115M of net STAR Bond Proceeds, and so a second issuance, after completion of the Homefield Project described above (including the Themed Hotel), is currently contemplated to be an additional \$35M of STAR Bonds.

On June 8, 2023, the UG and Developer entered into a First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "First Amendment") to create a Themed Hotel CID and commence underwriting for the same with the intention of marketing and publicly selling CID Bonds. The First Amendment also provided that the Themed Hotel CID include the Homefield Building, Homefield Baseball and three additional new concepts that were not previously

contemplated specifically in the Agreement: (i) a Big Shots Golf food and entertainment concept ("Big Shots Golf"), (ii) a multi-sport and live music arena (the "Arena"), and (iii) an Atlas 9 immersive museum ("Atlas 9"), each of which is more fully described the First Amendment.

This Summary will outline a handful of minor changes to the Second Amended and Restated Development Agreement (as amended by the First Amendment) between the UG and Developer.

3. **Top Golf to Replace Big Shots Golf.** Developer originally proposed that a Big Shots Golf would be added to Project Area 1 and would be a \$20M golf-themed food, beverage and entertainment facility consisting of approximately 39,000 square feet with approximately 60 tee boxes for virtual games, practice sessions and competitions using Big Shots Golf's radar-based tracking system. Construction for Big Shots Golf would commence before July 1, 2024 and complete by May 1, 2025.

However, Top Golf has since purchased Big Shots Golf and the concept originally proposed in Project Area 1 would change to a Top Golf instead. The description of this concept would be largely similar to that proposed by Big Shots Golf, namely "Top Golf, a golf-themed food, beverage and entertainment facility consisting of approximately 39,000 square feet with approximately 60 tee boxes for virtual games, practice sessions and competitions using Top Golf's radar-based tracking system. The Top Golf in Project Area 1 shall be similar in size, quality and scope as other Top Golf facilities in the region."

Top Golf is taking its concept through planning and zoning and therefore requires extensions to the original deadlines --- Developer agrees that the Top Golf will commence construction on or before February 1, 2026 and complete by May 1, 2027.

4. **CID Will Not Include Top Golf or Live Nation Arena Revenue.** In addition to the golf concept discussed above, the First Amendment also contemplated a new \$53M multi-sport Arena would be added to Project Area 5 and it would be an approximately 55,000 square foot indoor arena to be used for multiple sports (including e-sports) practices, games, tournaments, live music and other events, performances and community functions. Construction for the Arena would commence before July 1, 2024 and complete by May 1, 2025. However, the First Amendment made clear that Developer did not yet have a contractual commitment from Live Nation and so Developer reserved the right to remove the Arena from the CID bond structure discussed below, in which case Developer is not committed to deliver the Arena contemplated herein.

At this point, Developer does not yet have a completed lease with Live Nation or final agreements with Top Golf. However, Developer does not want to remove Top Golf or the Arena from the CID. Instead, Section 3 of this Amendment allows those concepts (and the property) to remain in the CID, but makes clear that none of the revenues from Top Golf or the Arena would be included in sizing the issuance of the Themed Hotel CID Bonds and no CID Proceeds will be available to the Developer for the Arena or Top Golf from the Themed Hotel CID Bonds. Developer may be able to include Top Golf and/or the Arena in a future issuance of CID Bonds under terms and conditions to be agreed upon in the future between the UG and Developer. The Commission would also have sole discretion over the issuance of any such future bonds.

Importantly, all of this means that Developer is not contractually committed to deliver either Top Golf or the Arena to the Project at this time.



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Jeffrey Conway, Assistant Counsel jconway@wycokck.org x5075	Legal
AGENDA ITEM #9.2.		
ORDINANCE: AUTHORIZING COMMUNITY IMPROVEMENT DISTRICT, SERIES 2024A		
BACKGROUND		
Approve an ordinance authorizing the issuance of tax-exempt Community Improvement District (CID) sales tax revenue bonds, series 2024A, in the maximum principal amount of \$15 million, and approving the Bond Trust Indenture, the Bond Purchase Agreement, the Tax Compliance Agreement, and the Issuer Continuing Disclosure Agreement, submitted by Jeff Conway, Senior Counsel. <i>This item was scheduled to appear before the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, on April 29, 2024. It was requested and approved to fast-track this item to the May 2, 2024, full commission meeting.</i>		
RECOMMENDATION		
Fast Track Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Bond Ordinance - HF CID Bonds 2024A (UG), Indenture 5 - HF CID Bonds - Sales Tax (UG), Bond Purchase Agreement - UG CID Sales Tax Bonds - Series 2024A, Tax Agreement - UG Homefield CID Bonds, Sales Tax 2024A, Issuer's CDA - UG CID Sales Tax Bonds - Series 2024A		

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

ORDINANCE NO. O-____-24

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX-EXEMPT COMMUNITY IMPROVEMENT DISTRICT SALES TAX REVENUE BONDS (HOMEFIELD PROJECT), SERIES 2024A IN THE MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000 OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF FUNDING COSTS OF A CERTAIN PROJECT; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), is a municipal corporation organized and existing pursuant to the laws of the State of Kansas (the “State”) as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class; and

WHEREAS, pursuant to Ordinance No. O-101-23, passed on September 14, 2023 and published on September 28, 2023, and pursuant to K.S.A. 12-6a26 *et seq.*, as amended and supplemented, and other provisions of the laws of the State applicable thereto, by proceedings duly had, the governing body of the Unified Government: (i) authorized the development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N. 86" Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas, as further described in the Petition for the Creation of a Community Improvement District dated August 7, 2023 (the “Project”); and (ii) created the Homefield Community Improvement District, and authorized a 2.0% community improvement sales tax to begin on April 1, 2025 and run until no later than March 31, 2047; and

WHEREAS, the Unified Government has determined that it is in the best interests of the Unified Government to issue a maximum principal amount of \$15,000,000 aggregate principal amount of Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (the “Series 2024A Bonds”) for the purposes set forth in **Section 1** hereof; and

WHEREAS, the Unified Government has the authority to issue the Series 2024A Bonds pursuant to the Constitution and statutes of the State including K.S.A. 12-6a26 *et seq.*, as amended and supplemented from time to time; and

WHEREAS, any capitalized terms used herein not otherwise defined shall have their respective meaning as set forth in the Indenture (herein defined).

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

Section 1. Authorization of the Series 2024A Bonds. The Unified Government is hereby authorized to issue and sell the Series 2024A Bonds and use the proceeds to fund a debt service reserve fund, fund a special reserve fund (if necessary), fund capitalized interest, fund an extraordinary expense fund (if necessary), fund certain Project costs, and pay certain issuance costs related to the Series 2024A Bonds. The Series 2024A Bonds (i) shall be issued in a principal amount not to exceed \$15,000,000, (ii)

shall bear interest at rates not to exceed the maximum rate permitted by law (i.e., the yield on the 10-year U.S. Treasury bonds plus 3.00%), (iii) shall have a final maturity not later than 2046, (iv) shall be sold in a public offering by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), and (v) shall be subject to optional redemption at the option of the Unified Government no later than September 1, 2034 in whole or in part at any time at 100% of the principal amount to be redeemed, plus interest accrued thereon to the redemption date. The final terms of the Series 2024A Bonds shall be specified in the Indenture and the Purchase Agreement described herein upon the execution thereof, and the signatures of the Mayor/CEO (or, in the Mayor/CEO’s absence, the acting Mayor/CEO) or the County Administrator when executing such Indenture and the Purchase Agreement shall constitute conclusive evidence of the Unified Government’s approval thereof.

The Series 2024A Bonds, together with interest thereon and premium, if any, are not general obligations of the Unified Government but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Series 2024A Bonds be payable out of any funds or properties other than those pledged or acquired under the Indenture, and the Series 2024A Bonds shall not be deemed to constitute a debt or liability of the Unified Government, the State, or of any political subdivision thereof and the issuance of the Series 2024A Bonds shall not, directly, indirectly or contingently, obligate the Unified Government, the State or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Series 2024A Bonds, the Indenture, the proceedings of the Unified Government authorizing the Series 2024A Bonds or the Act shall be construed to be a debt or loan of credit of the Unified Government, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to and reviewed by the Unified Government at this meeting (copies of which documents shall be filed in the records of the Unified Government), and the Unified Government is hereby authorized to execute and deliver each of such documents to which the Unified Government is a party (the “Unified Government Documents”) with such changes therein as shall be approved by the officer or officers of the Unified Government executing such documents, such officers’ signatures thereon being conclusive evidence of their approval and the Unified Government’s approval thereof:

- (a) Bond Trust Indenture dated as of the date stated therein (the “Indenture”), between the Unified Government and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”);
- (b) Bond Purchase Agreement dated the date of execution thereof (the “Purchase Agreement”), between the Unified Government and the Underwriter;
- (c) Tax Compliance Agreement dated as of the date stated therein (the “Tax Compliance Agreement”), between the Unified Government and the Trustee; and
- (d) Unified Government’s Issuer Continuing Disclosure Agreement (Series 2024A) dated as of the date stated therein between the Unified Government and Security Bank of Kansas City, Kansas City, Kansas, as dissemination agent, relating to the Series 2024A Bonds.

Section 3. Approval of Use of Official Statement. The Unified Government hereby approves the use of the Preliminary Official Statement, from which a final Official Statement shall be

drafted (collectively, the “Series 2024A Official Statement”), in connection with the sale of the Series 2024A Bonds, in substantially the form presented to the Unified Government, with such changes therein as shall be necessary to provide for the execution of such document by the Unified Government, such officer’s signature thereon being conclusive evidence of his approval and the Unified Government’s approval thereof.

The Series 2024A Official Statement and the use and distribution thereof by the Underwriter is hereby approved. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Mayor/CEO or County Administrator of the Unified Government is hereby authorized and directed to deem the Series 2024A Official Statement to be “final” as of its respective dates, except for the omission of such information as is permitted by the Rule, and, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as the Mayor/CEO or County Administrator of the Unified Government in their reasonable judgment deems necessary to enable the Underwriter to comply with the requirements of such Rule.

Section 4. Execution of Series 2024A Bonds and Documents. The Mayor/CEO of the Unified Government (and in the Mayor/CEO’s absence, the acting Mayor/CEO) is hereby authorized and directed to execute the Series 2024A Bonds and to deliver the Series 2024A Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Unified Government in the manner provided in the Indenture. The Mayor/CEO of the Unified Government (and in the Mayor/CEO’s absence, the acting Mayor/CEO) or the County Administrator is hereby authorized and directed to execute the Unified Government 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 Unified Government. The Clerk of the Unified Government is hereby authorized and directed to attest to and affix the seal of the Unified Government to the Series 2024A Bonds, the Unified Government Documents and such other documents, certificates and instruments as may be necessary.

Section 5. Security for the Series 2024A Bonds. The Unified Government shall deposit the Revenues (as defined in the Indenture) into the Revenue Fund (as defined in the Indenture). The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Revenue Fund and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Series 2024A Bonds. The moneys in the Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and the Indenture. The Revenues shall be determined and collected in the manner provided by law and as provided in the Indenture.

Section 6. Tax Covenants. The Unified Government covenants and agrees that (a) it will comply with all applicable provisions of the Code, including *Sections 103 and 141 through 150*, necessary to maintain the exclusion from federal gross income of the interest on the Series 2024A Bonds; and (b) it will not use or permit the use of any proceeds of Series 2024A Bonds or any other funds of the Unified Government, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Series 2024A Bonds. The Unified Government will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Series 2024A Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Unified Government.

Section 7. Further Authority. The Unified Government shall, and the officers, employees and agents of the Unified Government, including Gilmore & Bell, P.C., as Bond Counsel to the Unified

Government, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the Unified Government with respect to the Series 2024A Bonds and the Unified Government Documents, including, but not limited to, agreements with respect to the investment of funds held under the Indenture.

Section 8. Electronic Transactions. The issuance of the Series 2024A 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. Governing Law. This Ordinance and the Series 2024A Bonds shall be governed by and construed in accordance with the applicable laws of the State.

Section 10. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Unified Government and publication in the official Unified Government newspaper as provided by law.

PASSED by the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas on _____, 2024 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

(PUBLISHED IN THE *WYANDOTTE ECHO* ON _____, 2024)

SUMMARY OF ORDINANCE NO. O-____-24

On _____, 2024, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX-EXEMPT COMMUNITY IMPROVEMENT DISTRICT SALES TAX REVENUE BONDS (HOMEFIELD PROJECT), SERIES 2024A IN THE MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000 OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF FUNDING COSTS OF A CERTAIN PROJECT; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2024A Bonds approved by the Ordinance are being issued in the maximum principal amount stated therein to finance a certain Project in the Unified Government and are not general obligations of the Unified Government but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Clerk of the Unified Government, 701 N. 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 <http://public.wycokck.org/sites/ugordinancesresolutions/Pages/default.aspx>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: _____, 2024.

Office of Chief Counsel

DRAFT: APRIL 23, 2024

BOND TRUST INDENTURE

Dated as of June 1, 2024

Between

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

And

**SECURITY BANK OF KANSAS CITY
as Trustee**

Relating to:

**\$(Principal)
TAX-EXEMPT COMMUNITY IMPROVEMENT DISTRICT SALES TAX REVENUE BONDS
(HOMEFIELD PROJECT)
SERIES 2024A**

BOND TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Granting Clauses	1

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101.	Definitions of Words and Terms	2
Section 102.	Rules of Construction	11

ARTICLE II

AUTHORIZATION OF BONDS

Section 201.	Authorization, Issuance and Terms of Bonds	11
Section 202.	Description of the Series 2024A Bonds	12
Section 203.	Method and Place of Payment of the Bonds	13
Section 204.	Payments Due on Saturdays, Sundays and Holidays	14
Section 205.	Registration, Transfer and Exchange of Bonds	14
Section 206.	Execution, Registration, Authentication and Delivery of Bonds	15
Section 207.	Mutilated, Lost, Stolen or Destroyed Bonds	16
Section 208.	Cancellation and Destruction of Bonds Upon Payment	16
Section 209.	Nonpresentment of Bonds	16
Section 210.	Book-Entry Bonds; Securities Depository	16
Section 211.	Authorization of Additional Bonds	17

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds Generally	20
Section 302.	Redemption of Series 2024A Bonds	20
Section 303.	Selection of Bonds to be Redeemed	21
Section 304.	Notice of Redemption of Bonds	22
Section 305.	Effect of Call for Redemption	23

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 401.	Creation of Funds and Accounts	24
Section 402.	Deposit of Bond Proceeds and Other Moneys	24

Section 403.	Application of Moneys in the Costs of Issuance Fund.....	25
Section 404.	Application of Moneys in the Project Fund	25
Section 405.	Debt Service Fund.....	26
Section 406.	Debt Service Reserve Fund	26
Section 407.	Special Reserve Fund	27
Section 408.	Application of Moneys in the Rebate Fund	28
Section 409.	Escrowed Project Fund.....	28
Section 410.	Extraordinary Expense Fund.....	29

ARTICLE V

COLLECTION AND APPLICATION OF REVENUES; REPORTING

Section 501.	Transfer of Revenues	30
Section 502.	Application of Moneys in the Revenue Fund.....	30

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601.	Deposits of Moneys.....	31
Section 602.	Investment of Moneys	31

ARTICLE VII

REFUNDING BONDS

Section 701.	Refunding Bonds.....	32
--------------	----------------------	----

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801.	Authority to Issue Bonds and Execute Indenture.....	32
Section 802.	Limited Obligations.....	32
Section 803.	Payment of Bonds	33
Section 804.	Performance of Covenants	33
Section 805.	Inspection of Books.....	33
Section 806.	Enforcement of Rights	33
Section 807.	Recording and Filing.....	33
Section 808.	Continuing Disclosure.....	33
Section 809.	Development Agreement.....	33
Section 810.	Special Indenture Covenants of the Issuer	34

ARTICLE IX

DEFAULT AND REMEDIES

Section 901.	Events of Default.....	34
Section 902.	No Acceleration of Maturity	34

Section 903.	Exercise of Remedies by the Trustee	34
Section 904.	Trustee May File Proofs of Claim.....	35
Section 905.	Limitation on Suits by Bondowners.....	36
Section 906.	Control of Proceedings by Bondowners.....	37
Section 907.	Application of Moneys Collected	37
Section 908.	Rights and Remedies Cumulative	38
Section 909.	Delay or Omission Not Waiver.....	39
Section 910.	Waiver of Past Defaults.....	39

ARTICLE X

THE TRUSTEE

Section 1001.	Acceptance of Trusts; Certain Duties and Responsibilities	39
Section 1002.	Certain Rights of Trustee	40
Section 1003.	Notice of Defaults	42
Section 1004.	Compensation and Reimbursement.....	43
Section 1005.	Corporate Trustee Required; Eligibility.....	43
Section 1006.	Resignation and Removal of Trustee	43
Section 1007.	Appointment of Successor Trustee	44
Section 1008.	Acceptance of Appointment by Successor.....	45
Section 1009.	Merger, Consolidation and Succession to Business.....	45
Section 1010.	Co-Trustees and Separate Trustees	45
Section 1011.	Designation of Paying Agents.....	46

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101.	Supplemental Indentures without Consent of Bondowners	47
Section 1102.	Supplemental Indentures with Consent of Bondowners	47
Section 1103.	Execution of Supplemental Indentures	48
Section 1104.	Effect of Supplemental Indentures	48
Section 1105.	Reference in Bonds to Supplemental Indentures	49

ARTICLE XII

SATISFACTION AND DISCHARGE

Section 1201.	Payment, Discharge and Defeasance of Bonds.....	49
Section 1202.	Satisfaction and Discharge of Indenture	51
Section 1203.	Rights Retained After Discharge.....	51

ARTICLE XIII

TAX COVENANTS

Section 1301.	General Covenants	51
---------------	-------------------------	----

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401.	Compliance Certificates and Opinions.....	51
Section 1402.	Notices, Consents and Other Instruments by Registered Bondowners.....	52
Section 1403.	Further Authority.....	53
Section 1404.	Severability.....	53
Section 1405.	Governing Law.....	53
Section 1406.	Notices.....	53
Section 1407.	Electronic Transaction.....	54
Section 1408.	Execution in Counterparts.....	54

Exhibit A - Legal Description of the CID

Exhibit B - Form of Bonds

Exhibit C - Form of Written Request - Costs of Issuance Fund

Exhibit D - Form of Written Request – Project Fund

Exhibit E – Series 2024A Projected Special Mandatory Redemption Schedule

Exhibit F – Form of Certificate(s) relating to Escrowed Project Fund

BOND TRUST INDENTURE

THIS BOND TRUST INDENTURE (the “Indenture”), entered into as of June 1, 2024, between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (the “Issuer”) and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having a corporate trust office located in the City of Kansas City, Kansas, as trustee (the “Trustee”).

RECITALS

1. The Issuer is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”) as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class.

2. Pursuant to Ordinance No. O-101-23, passed on September 14, 2023 and published on September 28, 2023, and pursuant to K.S.A. 12-6a26 *et seq.*, as amended and supplemented (the “Act”), and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer: (i) authorized the development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N 86th Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas, including the construction, maintenance, and procurement of certain improvements, costs, and services within the CID (as hereinafter defined), including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft Project Costs, and the Issuer’s and the Developer’s (as hereinafter defined) administrative costs in establishing and maintaining the CID, and any other items permitted to be financed within the CID under the Act in Kansas City, Kansas, as further described in the Petition (the “Project”); and (ii) created the Homefield Community Improvement District in the area legally described on **Exhibit A** attached hereto (the “CID”), and authorized a 2.0% community improvement sales tax to begin on April 1, 2025 and run until no later than March 31, 2047 (the “CID Sales Tax”).

3. On [May 2], 2024, the Issuer passed Ordinance No. O-[]-24 (the “Ordinance”) authorizing the issuance of its Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project) Series 2024A (the “Series 2024A Bonds” and, together with any Additional Bonds, as hereinafter defined, the “Bonds”), in the maximum aggregate principal amount of \$[] to (a) fund a debt service reserve fund for the Series 2024A Bonds, **fund a special reserve fund for the Series 2024A Bonds**, fund capitalized interest on the Series 2024A Bonds, fund an extraordinary expense fund and fund a portion of the Project Costs and (b) pay the costs of issuing the Series 2024A Bonds.

4. Pursuant to the Ordinance, the Issuer is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Series 2024A Bonds as hereinafter provided.

GRANTING CLAUSES

To determine the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture from

time to time according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the promises, the acceptance by the Trustee of the trusts created by this Indenture, and the purchase and acceptance of the Bonds by the Bondowners, the Issuer hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest to the Trustee in, the property described in paragraphs (a), (b) and (c) below (said property referred to herein as the “Trust Estate”):

(a) all moneys and securities from time to time held by the Trustee under the terms of this Indenture; and

(b) Revenues; and

(c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every Bondowner, without preference, priority or distinction as to participation in lieu, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Bondowners, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Indenture, the following capitalized words and terms as used in this Indenture shall have the following meanings:

“Accredited Investor” has the meaning set forth in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended from time to time.

“Additional Bonds” means any additional parity Bonds issued by the Issuer pursuant to **Section 211** of this Indenture that stand on a parity and equality under this Indenture with the Series 2024A Bonds.

“Atlas 9” shall have the meaning given such term in the Development Agreement.

“Authorized Denominations” means initially \$5,000 or any integral multiple in excess thereof and, with respect to any Additional Bonds, as may be otherwise specified in the Supplemental Indenture pursuant to which such series of Additional Bonds is issued.

“Authorized Issuer Representative” means the Mayor/CEO, the County Administrator, the Chief Financial Officer or the Unified Government Clerk or such other person at the time designated to act on behalf of the Issuer as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor/CEO. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel.

“Bond Purchase Agreement” means, with respect to a series of Bonds, the Bond Purchase Agreement between the Original Purchaser and the Issuer relating to such series of Bonds.

“Bond Register” means the books for the registration, transfer and exchange of the Bonds kept at the office of the Trustee.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending December 31.

“Bondowner” has the same meaning as “Registered Bondowner.”

“Bonds” means the Series 2024A Bonds and any Additional Bonds authorized and issued pursuant to this Indenture.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Trustee is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“CID” means the Homefield Community Improvement District created by Ordinance No. O-101-23 passed by the governing body of the Issuer on September 14, 2023, and legally described in **Exhibit A** hereto.

“CID Sales Tax” means a sales tax of 2.0% levied within the CID by Ordinance No. O-101-23 approved on September 14, 2023 with a term commencing April 1, 2025 and ending no later than March 31, 2047.

“Closing Date” means the date the Issuer issues and delivers a series of Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Continuing Disclosure Agreement” means collectively (a) with respect to the Series 2024A Bonds, collectively, (i) the Issuer Continuing Disclosure Agreement and (ii) the Developer Continuing Disclosure Agreement, and (b) with respect to a series of Additional Bonds, a Continuing Disclosure Agreement relating to such series of Bonds between a Disclosure Party and the dissemination agent identified therein, each as may be amended from time to time in accordance with the provisions thereof.

“Costs of Issuance” means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees

and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Fund” means the account by that name created by **Section 401** hereof.

“Debt Service Fund” means the account by that name created by **Section 401** hereof.

“Debt Service Reserve Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Reserve Requirement” means (a) with respect to the Series 2024A Bonds, \$[dsrf], provided that if moneys are transferred to the Series 2024A Debt Service Account of the Debt Service Fund from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund after the Escrow Transfer Date pursuant to **Section 406(c)**, the Debt Service Reserve Requirement with respect to the Series 2024A Bonds shall be reduced by the amount so transferred, and (b) with respect to a series of Additional Bonds, unless otherwise specified by the Issuer in the Supplemental Indenture authorizing such series of Bonds, the least of (i) 10% of the original principal amount of such series of Bonds, (ii) maximum annual debt service on such series of Bonds, or (iii) 125% of average annual debt service on such series of Bonds.

“Defaulted Interest” means interest on any Bond that is payable but not paid on any Interest Payment Date.

“Defeased Term Bonds” means Term Bonds for which a defeasance escrow has been established pursuant to **Article X** of this Indenture.

“Developer” means HFS KCK, LLC, a Kansas limited liability company and its successors and assigns.

“Developer Continuing Disclosure Agreement” means the Developer Continuing Disclosure Agreement dated as of June 1, 2024 between the Developer and Security Bank of Kansas City, as dissemination agent, as may be amended from time to time in accordance with the provisions thereof.

“Developer Representative” means [] or any other duly authorized member of the Developer whose authority to execute any particular instrument or take a particular action under this Indenture or any Financing Document shall be evidenced to the satisfaction of the Trustee.

“Development Agreement” means the Assignment, Assumption and Second Amended and Restated Development Agreement between the Issuer and Developer dated as of January 27, 2022, as may be further amended and supplemented, including by a First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023, and a Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of [], 2024.

“Disclosure Party” means the Issuer, the Developer or any other Person that has agreed to provide disclosure information pursuant to a Continuing Disclosure Agreement.

“Dissemination Agent” means the Trustee or any successor dissemination agent for the Continuing Disclosure Agreement.

“Escrow Release Conditions” means (a) with respect to the Series 2024A Bonds, collectively, the First Escrow Release Conditions, the Second Escrow Release Conditions and the Third Escrow Release Conditions; provided that such Escrow Release Conditions may occur in any order with, for example, the Second Escrow Release Conditions occurring prior to the First Escrow Release Conditions, and (b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, the escrow release conditions specified for such series of Bonds in the Supplemental Indenture authorizing such series of Bonds.

“Escrow Transfer Date” means: (a) with respect to the Series 2024A Bonds,

(i) with respect to the First Escrowed Amount, the earlier of [_____, 202__] or [_____, 202__] by which the First Escrow Release Conditions have been met;

(ii) October 31, 2024, with respect to clause (a) of the Second Escrow Release Conditions, and [_____, 202__] with respect to clause (b) of the Second Escrow Release Conditions; and

(iii) October 31, 2024, with respect to clause (a) of the Third Escrow Release Conditions, and [_____, 202__] with respect to clause (b) of the Third Escrow Release Conditions; and

(b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, the date specified for such series of Bonds in the Supplemental Indenture authorizing such series of Bonds.

“Escrowed Amount” means (a) with respect to the Series 2024A Bonds, collectively, the First Escrowed Amount, the Second Escrowed Amount, and the Third Escrowed Amount, and (b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, the escrowed amounts specified for such series of Bonds in the Supplemental Indenture authorizing such series of Bonds.

“Escrowed Project Fund” means the fund by that name created by **Section 401** hereof.

“Event of Default” means any event or occurrence as defined in **Section 901** hereof.

“Extraordinary Expense Fund” means the fund by that name created by **Section 401** hereof.

“Financing Documents” means, with respect to a series of Bonds, this Indenture, the Bonds, the Tax Compliance Agreement, the Development Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Official Statement relating to the Bonds, any and all other documents or instruments that evidence or are a part of the transactions referred to in this Indenture, any Supplemental Indenture, the Development Agreement, or the Official Statement or contemplated by this Indenture, the Development Agreement or the Official Statement; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Financing Documents by a particular party, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“First Escrow Release Conditions” means the receipt by the Trustee of the cumulative amount of (a) not less than \$[_____] of Revenues not later than [_____, 20__] or (b) if the amount

of Revenues listed in clause (a) are not received by the Trustee by such date listed in clause (a), the receipt of not less than \$[_____] of Revenues not later than [_____] 1, 20____], as evidenced by a written certificate of the Trustee delivered to the Issuer, the Original Purchaser and the Developer in substantially the form attached as **Exhibit F**.

“First Escrowed Amount” means \$[1,000,000].

“Force Majeure” shall have the meaning given such term in the Development Agreement.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Indenture” means this Bond Trust Indenture as originally executed by the Issuer and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of this Indenture.

“Interest Payment Date” or **“Interest Payment Dates”** means (a) with respect to the Series 2024A Bonds, each March 1 and September 1, commencing March 1, 2025, and (b) with respect to any Additional Bonds, (i) each March 1 and September 1, commencing on the date set forth in the Supplemental Indenture authorizing such series of Bonds, or (ii) in the event that the Series 2024A Bonds have been paid in full, the payment date or dates specified for such series of Bonds in the Supplemental Indenture authorizing such Bonds.

“Issuer’s Continuing Disclosure Agreement” means the Issuer’s Continuing Disclosure Agreement dated as of June 1, 2024 between the Issuer and Security Bank of Kansas City, as dissemination agent.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or at a call for redemption or otherwise.

“Officer’s Certificate” means a written certificate of the Issuer, substantially in the form described in **Section 1401** hereof signed by the Authorized Issuer Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Issuer with respect to matters set forth therein.

“Official Statement” means (a) with respect to the Series 2024A Bonds, the Official Statement dated _____, 2024 relating to the Series 2024A Bonds and (b) with respect to any Additional Bonds, the official statement, offering memorandum or similar disclosure document relating to such series of Bonds.

“Opinion of Bond Counsel” means a written opinion of any legal counsel acceptable to the Issuer and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

“Opinion of Counsel” means a written opinion in the form described in **Section 1401** hereof of any legal counsel acceptable to the recipients thereof, who may be an employee of or counsel to the Issuer or the Trustee.

“Original Purchaser” means (a) with respect to the Series 2024A Bonds, Stifel, Nicolaus & Company, Incorporated, and (b) with respect to Additional Bonds, the Persons that agree to purchase such Additional Bonds pursuant to the related Bond Purchase Agreement.

“Outstanding” means, when used with respect to Bonds, as of any particular date, the Bonds theretofore issued and delivered under this Indenture, except

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1201** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

“Participant” means a member of, or a participant in, the Securities Depository.

“Paying Agent” means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture at which the principal of, redemption premium, if any, and interest on the Bonds shall be payable.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the Issuer’s moneys held in the funds and accounts referred to in **Section 401** hereof:

- (a) Government Obligations;
- (b) bonds or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state (including the Trustee and its affiliates), that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Issuer;
- (d) obligations of Fannie Mae, Government National Mortgage Association, Federal Financing Bank, Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state (including the Trustee and its affiliates), provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in

clauses (a), (b) or (d), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are registered with the Securities and Exchange Commission (“SEC”) meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940 and which invest in securities as are described above in (a), (b) or (d); and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

“Project Costs” means “CID Project Costs” as defined in the Development Agreement.

“Project Fund” means the fund by that name created by **Section 401** hereof.

“Projected Special Mandatory Redemption Schedule” means, with respect to a Term Bond, the schedule of projected Special Mandatory Redemptions of such Term Bond set forth in **Exhibit E** to this Indenture (with respect to the Series 2024A Bonds) or the Supplemental Indenture authorizing the issuance of such Term Bond (with respect to any Additional Bonds).

“Qualified Institutional Buyer” has the meaning set forth in Rule 144A of the Securities and Exchange Commission, as amended from time to time.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to the Tax Compliance Agreement.

“Rebate Fund” means the fund by that name created in **Section 401**.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Account” means the account by that name created in **Section 401**, to be held within the Debt Service Fund.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Indenture.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Indenture, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Registered Bondowner” or **“Bondowner”** when used with respect to any Bond means the person in whose name such Bond is registered on the Bond Register.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 210(b)**.

“Revenue Fund” means the fund by that name created by **Section 401** hereof.

“Revenue Study” means the Community Improvement District Market Study and Revenue Analysis dated [_____, 2024] of PGAV Planners, LLC, St. Louis, Missouri.

“Revenues” means the amounts received by the Issuer from the imposition of the CID Sales Tax less an Issuer administrative fee of 1%.

“Second Escrow Release Conditions” means that (a) *first*, no later than October 31, 2024, the Themed Hotel [has][and Atlas 9 have] achieved “dry-in,” as such term is commonly used in the construction industry, as evidenced by a certificate of the general contractor(s) for the Themed Hotel[, Atlas 9,] and the Issuer’s chief building official in the form of **Exhibit F** and (b) *second*, no later than [_____, 202_], the Themed Hotel is fully constructed, completed and open and operating, as evidenced by a certificate of the Developer and the Issuer in the form of **Exhibit F**.

“Second Escrowed Amount” means \$[1,575,000] in the aggregate and more specifically (a) \$[787,500] with respect to clause (a) of the Second Escrow Release Conditions and (b) the amount remaining in the Escrowed Project Fund relating to the Second Escrowed Amount (not to exceed \$[1,575,000] of aggregate disbursements from the Second Escrowed Amount) with respect to clause (b) of the Second Escrow Release Conditions.

“SEC Rule” means Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2024A Bond” or **“Series 2024A Bonds”** means any of the Issuer’s Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A, in the original principal amount of \$[Principal], authorized by this Indenture and issued pursuant to this Indenture.

“Series 2024B Bond” or **“Series 2024B Bonds”** means any of the Issuer’s Taxable Community Improvement District Special Assessment Bonds (Homefield Project), Series 2024B, in the original principal amount of \$[_____] authorized and issued contemporaneously with the Series 2024A Bonds pursuant to a Bond Trust Indenture dated as of June 1, 2024.

“Special Assessment Bonds” means any of the Issuer’s bonds secured by the special assessments to be imposed under the CID, including the Series 2024B Bonds and any bonds refunding such Series 2024B Bonds and secured by such special assessment revenues.

“Special Mandatory Redemption” means a mandatory redemption pursuant to **Section 302** or any similar provision of a Supplemental Indenture.

[**“Special Reserve Fund”** means the fund by that name created by **Section 401** hereof.]

“State” means the State of Kansas.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article XI** of this Indenture.

“Tax Compliance Agreement” means the Tax Compliance Agreement relating to the Series 2024A Bonds dated as of June 1, 2024 between the Issuer and the Trustee, as from time to time amended.

“Tax-Exempt Bonds” means Bonds of a series the interest on which is intended to be excluded from gross income for federal income tax purposes as evidenced by an Opinion of Bond Counsel delivered at the time of issuance of a series of Bonds.

“Term Bonds” means such maturities of Bonds that are specified as “Term Bonds” in this Indenture (with respect to the Series 2024A Bonds) or the Supplemental Indenture authorizing the issuance of such Bonds (with respect to any Additional Bonds).

“Themed Hotel” shall have the meaning given such term in the Development Agreement.

“Third Escrow Release Conditions” means that (a) *first*, no later than October 31, 2024, [the Themed Hotel and]Atlas 9 [have][has] achieved “dry-in,” as such term is commonly used in the construction industry, as evidenced by a certificate of the general contractor(s) for [the Themed Hotel,]Atlas 9[,], and the Issuer’s chief building official in the form of **Exhibit F** and (b) *second*, no later than [_____, 202__], Atlas 9 is fully constructed, completed and open and operating, as evidenced by a certificate of the Developer and the Issuer in the form of **Exhibit F**.

“Third Escrowed Amount” means \$[675,000] in the aggregate and more specifically (a) \$[337,500] with respect to clause (a) of the Third Escrow Release Conditions and (b) the amount remaining in the Escrowed Project Fund relating to the Third Escrowed Amount (not to exceed \$[675,000] of aggregate disbursements from the Third Escrowed Amount) with respect to clause (b) of the Third Escrow Release Conditions.

“Treasurer” means the duly appointed and acting Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy or acting Treasurer of the Issuer. Pursuant to the provisions of the Unified Government Cash Management and Investment Policy, the Chief Financial Officer is the duly appointed Treasurer.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means Security Bank of Kansas City, Kansas City, Kansas, in its capacity as trustee hereunder, and its successors or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“Unified Government” means the Unified Government of Wyandotte County/Kansas City, Kansas, and any successors or assigns.

“Value,” as of any particular time of determination, means, (a) with respect to cash the face value thereof, (b) with respect to any investments, other than those in the Debt Service Reserve Fund, the lower of the cost of the investment or the market price of the investment excluding accrued interest on the date of valuation, and (c) with respect to any investments in the Debt Service Reserve Fund, the market price of the investment excluding accrued interest on the date of valuation.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, partnerships, associations, corporations, limited liability companies, public bodies, and natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

(a) *Authorized Amount of Bonds.* The Issuer may issue Bonds in one or more series from time to time under this Indenture, but subject to the provisions of this Indenture. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of Bonds, the number of Bonds and series of Bonds that may be issued under this Indenture is not limited, except with respect to the Series 2024A Bonds as provided in **Section 202** hereof. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series.

(b) *Title of Bonds.* The general title of the Bonds authorized to be issued under this Indenture shall be “Community Improvement District Sales Tax Revenue Bonds (Homefield Project)” with such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular series as the Issuer may determine.

(c) *Form of Bonds.* Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit B** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

(d) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.

(e) *Numbering.* Unless the Issuer directs otherwise, the Bonds shall be numbered from R-1 upward.

(f) *Dating.* The Bonds shall be dated as of the date of issuance.

Section 202. Description of the Series 2024A Bonds.

(a) The Series 2024A Bonds are authorized and issued pursuant to the Ordinance, and are issued under and secured by this Indenture in an aggregate principal amount of \$[Principal], to (i) fund a deposit to the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund, (ii) [fund a deposit to the Series 2024A Special Reserve Account of the Special Reserve Fund,](iii) fund capitalized interest for the Series 2024A Bonds, [(iv) fund a deposit to the Extraordinary Expense Fund], (v) fund a portion of the Project Costs, (vi) fund a deposit to the Series 2024A Escrowed Project Account of the Escrowed Project Fund, and (vii) pay the costs of issuing the Series 2024A Bonds.

(b) The Series 2024A Bonds shall be issued as term bonds and be dated the date of their original issuance and delivery and become due in the principal amounts, on the Stated Maturity dates, and subject to redemption and payment, prior to their Stated Maturity as provided in **Article III** hereof shall bear interest at the rates per annum as follows:

SERIES 2024A TERM BONDS

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
March 1, 20__	\$	%
March 1, 20__		
March 1, 20__		

The Series 2024A Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from their date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 203** hereof.

(c) The Series 2024A Bonds shall be executed substantially in the form and manner set forth in **Exhibit B** and delivered to the Trustee for authentication. When the Series 2024A Bonds have been executed and authenticated as required by this Indenture and the Trustee has received payment in full of the purchase price of the Series 2024A Bonds, then the Trustee shall deliver the Series 2024A Bonds as set forth in **Section 206** hereof and there shall have been filed with the Trustee the following:

(1) A copy, certified by the Clerk of the Issuer, of the Ordinance adopted by the Issuer authorizing the issuance of the Series 2024A Bonds and the execution of this Indenture and any other Financing Documents as may be necessary.

(2) Original executed counterparts of this Indenture and the Development Agreement.

(3) A request and authorization to the Trustee, on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Series 2024A Bonds and deliver the Series 2024A Bonds as set forth in **Section 206** hereof upon payment to the Trustee, for the account of the

Issuer, of the initial purchase price thereof. The proceeds of the sale of such Series 2024A Bonds shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof.

(4) An Opinion of Bond Counsel, dated the date of original issuance of the Series 2024A Bonds, in the form required by the Bond Purchase Agreement.

(5) Such other opinions, certificates, statements, receipts and documents required by any of the Financing Documents or as the Issuer or the Trustee shall reasonably require for the delivery of the Series 2024A Bonds.

Section 203. Method and Place of Payment of the Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; provided, however, that the Issuer may provide for any such payment by electronic transfer of funds.

(b) The principal of and the redemption premium, if any, on all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the Bond Register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the principal corporate trust office of the Trustee or of any Paying Agent named in the Bonds.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid by the Trustee to the registered owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest, (i) by check or draft mailed to such registered owner at his address as it appears on the Bond Register or at such other address as is furnished to the Trustee in writing by such owner, or (ii) by electronic transfer in the case of a principal or interest payment to (A) the Securities Depository or (B) a registered owner upon written notice delivered to the Trustee not less than five days prior to the Record Date from and signed by such registered owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such registered owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee is payable.

(d) Interest on any Bond that is due and payable but not paid within three days of the date due ("Defaulted Interest") shall cease to be payable to the owner of such Bond on the relevant Record Date and shall be payable to the owner in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the owners of the Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in

the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(e) Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 204. Payments Due on Saturdays, Sundays and Holidays. In any case where an Interest Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Interest Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date, and no interest shall accrue for the period after such Interest Payment Date.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Trustee as herein provided. Each Bond when issued shall be registered in the name of the Bondowner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the principal corporate trust office of the Trustee, the Trustee shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

(c) **The Series 2024A Bonds and beneficial interests therein may only be purchased by and transferred to Accredited Investors or Qualified Institutional Buyers in Authorized Denominations.** Any Supplemental Indenture may contain restrictions on the transfer of Additional Bonds authorized by such Supplemental Indenture.

(d) Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Trustee, duly executed by the Bondowner thereof or by the Bondowner's duly authorized agent.

(e) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. The fees and expenses of the Trustee for the registration, transfer and exchange of Bonds provided for by this Indenture and the cost of printing a reasonable supply of registered bond blanks shall be paid to the Trustee from the Revenue Fund. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Trustee, are the responsibility of the Bondowners of the Bonds. In the event any Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondowner hereunder or under the Bonds.

(f) The Issuer and the Trustee shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Trustee pursuant to **Section 304** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 203** hereof.

(g) The Issuer and the Trustee may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Bondowner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Bondowner or upon the Bondowner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

(h) At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Bondowners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Bondowners whose authority is evidenced to the satisfaction of the Trustee.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Trustee for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit B** hereof, which shall be manually executed by an authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Indenture or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Trustee. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. Upon authentication, the Trustee shall deliver the Bonds to the Securities Depository upon instructions of the Issuer or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) If (i) any mutilated Bond is surrendered to the Trustee or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

(c) Upon the issuance of any new Bond under this **Section 207**, the Issuer may require the payment by the Bondowner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

(d) Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Indenture equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Trustee, either at or before Maturity, shall be cancelled by the Trustee immediately upon the payment, redemption and surrender thereof to the Trustee and subsequently destroyed in accordance with the customary practices of the Trustee. The Trustee shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 209. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Trustee all liability of the Issuer to the Bondowner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Bondowner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Trustee shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Bondowner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Trustee, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 210. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues Replacement Bonds as provided in **subsection (b)** of this **Section 210**. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of and premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates

and delivers Replacement Bonds to the beneficial owners as described in **subsection (b)** of this **Section 210**.

(b) (i) If the Issue determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (ii) if the Trustee receives written notice from Participants having interests in not less than a majority of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Trustee shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (i)(A) or (i)(B) of this **subsection (b)**, the Issuer, with the consent of the Trustee, may select a successor securities depository in accordance with **subsection (c)** of this **Section 210** to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Trustee or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **subsection (c)** of this **Section 210**, then the Trustee shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

(c) In the event the Securities Depository resigns, or the Issuer determines that the Securities Depository is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity (except as otherwise provided in this Section) with the Series 2024A Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in this Section, for the purpose of (i) financing a portion of the Project Costs to the extent authorized under the Act, (ii) funding reserve deposits and capitalized interest with respect to such Bonds, (iii) paying Costs of Issuance and/or (iv) refunding all or a portion of a series of Bonds then Outstanding or all or a portion of

a series of bonds issued under a separate indenture to finance costs and facilities eligible under the Act to be financed within the CID, to the extent authorized hereunder and under the Act. Any such Additional Bonds shall be authorized by a Supplemental Indenture or Supplemental Indentures of the Issuer adopted pursuant to this Indenture and may be issued as serial Bonds or term Bonds or both.

(b) Before any Additional Bonds are issued under the provisions of this Section, the following requirements shall be satisfied:

(i) The Issuer shall adopt an ordinance (A) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (B) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, and (C) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Issuer, are not prejudicial to the Issuer or the owners of the Bonds previously issued.

(ii) With respect to the proposed issuance of a series of Additional Bonds, the Issuer shall deliver to the Trustee: (A) a certificate of an Issuer Representative to the effect that no uncured default in the payment of principal, premium, if any, or interest exists with respect to any Bonds; and (B) a written report of a third party revenue feasibility consultant recognized in the field of public finance and acceptable to the Issuer specifying the projected Revenues for each Bond Year to and including the last Bond Year in which any Outstanding Bonds are scheduled to mature.

(iii) Delivery to the Trustee of (A) evidence that, as of the date of issuance of the Additional Bonds, the Special Mandatory Redemptions of the Series 2024A Bonds and any Additional Bonds previously issued on a parity with the Series 2024A Bonds from Revenues pursuant to **Section 302(b)** or any similar provision of a Supplemental Indenture have been equal to or have exceeded the redemption amount shown on the applicable Projected Special Mandatory Redemption Schedule(s) as of such date (taking into account the cumulative redemptions to and including the immediately preceding Interest Payment Date); provided, however, if redemptions are below the required amount, the requirement may also be satisfied by evidence showing that proceeds from the Additional Bonds will be deposited into the applicable Redemption Subaccount for the Series 2024A Bonds and the Redemption Subaccount for any previously issued Additional Bonds for the sole purpose of satisfying, and in amounts sufficient to satisfy, the redemption amounts shown on the applicable Projected Special Mandatory Redemption Schedule(s) for the next Interest Payment Date, (B) a certificate of the original purchaser of the Additional Bonds demonstrating that the projected Revenues after the issuance of the Additional Bonds, as determined by a third party revenue feasibility consultant recognized in the field of public finance and acceptable to the Issuer, the Developer, the Original Purchaser and the purchaser of such Additional Bonds, are expected to be sufficient to cause the Special Mandatory Redemption of the Series 2024A Bonds and any previously issued Additional Bonds in amounts that equal or exceed the cumulative redemption amounts shown on the applicable Projected Special Mandatory Redemption Schedules to and including the immediately preceding Interest Payment Date; (C) a certificate from the Issuer stating terms for any Additional Bonds, (1) with Interest Payment Dates on the Additional Bonds being March 1 and September 1 and (2) that do not provide for the payment of the principal, including any mandatory or extraordinary redemption, of the Additional Bonds prior to the date any remaining Series 2024A Bonds are redeemed or defeased pursuant to the terms of this Indenture (provided

that the final Maturity of Additional Bonds and the Series 2024A Bonds, respectively, may occur on the same date); and (D) evidence that the Debt Service Reserve Fund has been funded in an amount equal to the Debt Service Reserve Requirement with respect to all Outstanding Bonds, including the Additional Bonds.

(iv) The balance on deposit in the Series 2024A Escrowed Project Account of the Escrowed Project Fund is \$-0-.

(c) Additional Bonds issued hereunder shall have the same general title as the Series 2024A Bonds, except for an identifying series letter or date or additional project description, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III** of this Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2024A Bonds and any other Additional Bonds.

(d) Such Additional Bonds shall be executed in the manner set forth in **Section 206** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(i) A copy, certified by the Clerk of the Issuer, of the ordinance adopted by the Issuer authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other Financing Documents as may be necessary.

(ii) An original executed counterpart of the Supplemental Indenture, executed by the Issuer and the Trustee, authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of the Additional Bonds.

(iii) A request and authorization to the Trustee, on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Additional Bonds and deliver said Additional Bonds to the Original Purchaser thereof upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(iv) An Opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met and the issuance of such series of Additional Bonds will not result in the interest on any series of Tax-Exempt Bonds then Outstanding becoming included in gross income for federal income tax purposes.

(v) Such other certificates, statements, receipts and documents required by any of the Financing Documents or as the Issuer or the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional

Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

(e) Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds and payable from the Revenues so long as no payments of principal or interest on such bonds are payable while any Bonds are Outstanding.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2024A Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this **Article III**.

Section 302. Redemption of Series 2024A Bonds.

(a) *Optional Redemption.* At the option of the Issuer, the Series 2024A Bonds are subject to redemption and payment prior to their Stated Maturity on September 1, 20[] or thereafter, as a whole or in part at any time, at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the Redemption Date.

(b) *Special Mandatory Redemption of Series 2024A Bonds.* The Series 2024A Bonds are subject to special mandatory redemption prior to maturity in part on each Interest Payment Date beginning on September 1, 2025, at a redemption price equal to 100% of the principal amount thereof, in an amount, if any, on deposit in the Series 2024A Redemption Account of the Debt Service Fund with respect to such Interest Payment Date, in accordance with **Section 502**. Such amounts shall be applied to the special mandatory redemption of the Series 2024A Bonds in ascending order of maturity.

(c) *Extraordinary Mandatory Redemption of Series 2024A Bonds from Remaining Proceeds in the Project Fund.* The Series 2024A Bonds are subject to mandatory redemption in part at any time on or before [] 1, 202[] (or, if the completion and opening of any component of the Project is delayed as a result of Force Majeure, as reasonably determined by the Issuer, on or before [] 1, 202[]) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2024A Redemption Account of the Debt Service Fund from the Series 2024A Project Account of the Project Fund in accordance with **Section 404**. Such moneys shall be applied to the mandatory redemption of Series 2024A Bonds proportionately from each maturity.

(d) *Extraordinary Mandatory Redemption of Series 2024A Bonds from Moneys on Deposit in the Series 2024A Debt Service Reserve Account and Series 2024A Special Reserve Account.* On the first Interest Payment Date on which all of the Outstanding Series 2024A Bonds can be paid in full with the sum of (a) moneys on deposit in the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund, (b)[moneys on deposit in the Series 2024A Special Reserve Account of the Special Reserve Fund and (c)] Revenues available on such Interest Payment Date for the payment of the principal of and interest on the Series 2024A Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), the Series 2024A Bonds shall be subject to mandatory

redemption, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2024A Debt Service Account of the Debt Service Fund from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund [and the Series 2024A Special Reserve Account of the Special Reserve Fund] pursuant to the provisions of **Sections 406** and **407** less the amount of scheduled principal of and interest due and payable on the Series 2024A Bonds on such Interest Payment Date.

(e) *Extraordinary Mandatory Redemption of Series 2024A Bonds from Remaining Proceeds in the Escrowed Project Fund and Related Release from the Debt Service Reserve Fund.* The Series 2024A Bonds are subject to mandatory redemption in part (i) with respect to the First Escrow Release Conditions, on [_____] 1, 202_], and (ii) with respect to the Second Escrow Release Conditions or the Third Escrow Release Conditions, at any time following the later of the two dates set forth in the definition of applicable Escrow Transfer Date, each at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2024A Debt Service Account of the Debt Service Fund from the Series 2024A Escrowed Project Account of the Escrowed Project Fund in accordance with **Section 409(d)** and amounts transferred to the Series 2024A Debt Service Account of the Debt Service Fund from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund in accordance with **Section 406(f)**. Such moneys shall be applied to the mandatory redemption of Series 2024A Bonds proportionately from each maturity.

(f) *Redemption of Defeased Series 2024A Bonds.* Any Series 2024A Bonds that have been defeased in accordance with the provisions set forth in **Section 1201** shall be subject to mandatory redemption in part, at a redemption price equal to 100% of the principal amount thereof, in the amounts and on the dates specified in the Mandatory Defeasance Redemption Schedule determined with respect to such Series 2024A Bonds, in accordance with the provisions set forth in **Section 1201** and the Projected Special Mandatory Redemption Schedule with respect to the Series 2024A Bonds attached as **Exhibit E** hereto.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations or any integral multiple in excess thereof.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the Authorized Denomination are Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it were a separate Bond of the Authorized Denomination. If one or more, but not all, of the Authorized Denomination units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such Authorized Denomination unit or units, the Bondowner or the Bondowner's duly authorized agent shall forthwith present and surrender such Bond to the Trustee: (i) for payment of the Redemption Price and interest to the Redemption Date of such Authorized Denomination unit or units of face value called for redemption, and (ii) for exchange, without charge to the Bondowner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Bondowner of any such Bond fails to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

(a) In the event the Issuer desires to call the Bonds for optional redemption prior to maturity, written notice of such intent shall be provided to the Trustee in accordance with K.S.A. 10-129, as amended, not less than 60 days prior to the Redemption Date. The Trustee shall call Bonds for optional redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Trustee at least 60 days prior to the Redemption Date of written instructions of the Issuer specifying the series, principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the Issuer in connection with such refunding shall provide that such written instructions to the Trustee shall be given by the escrow agent on behalf of the Issuer not more than 90 days prior to the Redemption Date. The Trustee may in its discretion waive such notice period so long as the notice requirements set forth in the remaining subparagraphs of this **Section 304** are met.

(b) If the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall cause the Trustee to give written notice of redemption to the Bondowners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Trustee or such other office as the Trustee shall designate.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the Issuer that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

(c) The failure of any Bondowner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

(d) Further notice may be given by the Issuer or the Trustee on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice

shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers of all Bonds being redeemed, if any; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Trustee, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(iii) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number, if any, of the Bonds being redeemed with the proceeds of such check or other transfer.

(e) The Trustee is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the SEC. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

(f) So long as the Securities Depository is effecting book-entry transfers of the Series 2024A Bonds, the Trustee shall provide the notices specified in this Section only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Series 2024A Bond to notify the Beneficial Owner of the Series 2024A Bond so affected, shall not affect the validity of the redemption of such Series 2024A Bond.

Section 305. Effect of Call for Redemption.

(a) Prior to any Redemption Date, the Issuer shall deposit with the Trustee an amount of money or Government Obligations sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

(b) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Trustee. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Bondowner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Trustee as provided herein and shall not be reissued.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 401. Creation of Funds and Accounts.

(a) There is hereby created and ordered to be established the following separate fund of the Issuer, which fund shall be held in the custody of the Issuer pursuant to this Indenture:

Homefield CID Fund (the “CID Fund”) which shall contain a Sales Tax Account and, as necessary, separate subaccounts within such Account for each series of Bonds.

Said fund and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The fund and accounts referred to above shall be maintained and administered in the manner provided in this Indenture so long as any of the Bonds remain Outstanding hereunder.

(b) There are hereby created and ordered to be established with the Trustee the following separate funds and accounts, which funds and accounts shall be held in the custody of the Trustee pursuant to this Indenture:

- (i) Costs of Issuance Fund.
- (ii) Project Fund, and within such fund the “Series 2024A Project Account.”
- (iii) Escrowed Project Fund, and within such fund the “Series 2024A Escrowed Project Account.”
- (iv) Debt Service Fund, and within such fund separate and segregated trust accounts designated the “Redemption Account” and the “Series 2024A Debt Service Account.”
- (v) Debt Service Reserve Fund, and within such fund the “Series 2024A Debt Service Reserve Account.”
- (vi) Special Reserve Fund, and within such fund the “Series 2024A Special Reserve Account.”
- (vii) Rebate Fund.
- (viii) Extraordinary Expense Fund.
- (ix) Revenue Fund.

Said funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Trustee and shall not be commingled with any other moneys, revenues, funds and accounts of the Trustee. The funds and accounts referred to above shall be maintained and administered in the manner provided in this Indenture so long as any of the Bonds remain Outstanding hereunder. With the exception of the Extraordinary Expense Fund, the Trustee will establish separately held and named accounts and subaccounts within each fund and account for each series of Bonds. In addition, the Issuer or the Trustee may establish separate subaccounts within each account pursuant to the applicable Supplemental Indenture or Tax Compliance Agreement.

Section 402. Deposit of Bond Proceeds and Other Moneys.

The net proceeds received from the sale of the Series 2024A Bonds shall be deposited simultaneously with the delivery of the Series 2024A Bonds as follows:

(1) The sum of \$[] shall be deposited in the Costs of Issuance Fund and applied in accordance with **Section 403** hereof.

(2) The sum of \$[] shall be deposited in the Series 2024A Debt Service Account of the Debt Service Fund and applied in accordance with **Section 405** hereof.

(3) The sum of \$[] shall be deposited in the Series 2024A Project Account of the Project Fund and applied in accordance with **Section 404(a)** hereof.

(4) The sum of \$[] shall be deposited in the Series 2024A Escrowed Project Account of the Escrowed Project Fund and applied in accordance with **Section 409** hereof.

(5) The sum of \$[] shall be deposited in the Extraordinary Expense Fund and applied in accordance with **Section 410** hereof.

(6) The sum of \$[] shall be deposited in the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund and applied in accordance with **Section 406** hereof.

[(7) The sum of \$[] shall be deposited in the Series 2024A Special Reserve Account of the Special Reserve Fund and applied in accordance with **Section 407** hereof.]

Section 403. Application of Moneys in the Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be used to pay the Costs of Issuance after receipt by the Trustee of written disbursement requests signed by the Authorized Issuer Representative in substantially the form of **Exhibit C** hereto. Any funds remaining in the Costs of Issuance Fund, after payment of all Costs of Issuance, but not later than 60 days from the Closing Date shall be transferred to the Series 2024A Project Account in the Project Fund.

Section 404. Application of Moneys in the Project Fund.

(a) Moneys in the Project Fund shall be used to pay Project Costs after receipt by the Trustee of written disbursement requests signed by the Authorized Issuer Representative in substantially the form of **Exhibit D** hereto.

(b) In making payments pursuant to this Section, the Trustee may rely upon such written requests and accompanying certificates and statements and shall not be required to make any independent investigation in connection therewith. It is expressly agreed and understood by the parties, including the Issuer and the Developer, that the Trustee shall not have any responsibility in determining if costs paid pursuant to this Section are permitted costs. If the Issuer or the Developer so requests a copy of each written disbursement request submitted to the Trustee for payment under this Section, such copies of the disbursement requests shall be promptly provided by the Trustee to the requesting party. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file periodic statements of activity regarding the Project Fund with the Issuer.

(c) Notwithstanding any other provision of this Indenture, in the event that proceeds of the Series 2024A Bonds remain in the Project Fund established with respect to the Series 2024A Bonds on []1, 202], the Trustee shall automatically transfer such proceeds to the Debt Service Fund

and apply such amount to redeem the Series 2024A Bonds on [_____]1, 202_] (or, if the completion and opening of any component of the Project is delayed as a result of Force Majeure, as reasonably determined by the Issuer, on or before [_____]1, 202_] pursuant to **Section 302(c)** of this Indenture.

Section 405. Debt Service Fund.

(a) The Trustee shall make deposits and credits to the Debt Service Fund, as and when received, including the amounts required to be deposited therein by **Sections 402, 405 and 502** hereof.

(b) The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided herein or in the Tax Compliance Agreement, moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of the Bonds as the same mature or become due and upon special mandatory redemption thereof; and (c) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption prior to maturity.

(c) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

(d) The Trustee shall make any transfers from the Debt Service Fund to the Rebate Fund to the extent required to do so by the Tax Compliance Agreement.

(e) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Indenture), all arbitrage rebate to the United States and the fees, charges and expenses of the Trustee, any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the Issuer.

Section 406. Debt Service Reserve Fund.

(a) Except as otherwise provided in this Indenture and subject to **Sections 407 and 409** hereof, moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 405** hereof are insufficient to pay the same as they become due and payable. In the event the balance of moneys in the Debt Service Fund is insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Debt Service Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. The Trustee may use moneys in the Debt Service Reserve Fund for such purpose whether or not the amount in the Debt Service Reserve Fund at that time equals the Debt Service Reserve Requirement. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Debt Service Reserve Fund shall also be used to pay the last Bonds becoming due (including redemption prior to maturity if otherwise permitted herein) unless such Bonds and all interest thereon be otherwise paid.

(b) The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately

preceding Business Day) and the Trustee shall give immediate written notice to the Issuer and the Original Purchaser if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in the applicable Account of the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement shall be deposited by the Trustee without further authorization into the applicable account of the Debt Service Fund.

(c) In the event of a transfer of moneys from the Series 2024A Escrowed Project Account of the Escrowed Project Fund to the Series 2024A Debt Service Account of the Debt Service Fund pursuant to **Section 409(b)** of this Indenture, the Trustee shall transfer on the same day from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund to the Series 2024A Redemption Account of the Debt Service Fund an amount equal to the product of the Debt Service Reserve Requirement with respect to the Series 2024A Bonds ($[\text{dsrf}]$) multiplied by the quotient of the amount so transferred from the Series 2024A Escrowed Project Account to the Series 2024A Debt Service Account divided by $[\text{principal}]$, which amount shall be applied to the redemption of the Series 2024A Bonds pursuant to **Section 302(e)**.

(d) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Reserve Fund shall be paid to the Issuer.

Section 407. [Special Reserve Fund.]

(a) The Trustee shall deposit and credit to the applicable account of the Special Reserve Fund, as and when received, as follows:

(i) The initial deposit required by **Section 402** hereof.

(ii) Any amounts required by a Supplemental Indenture authorizing the issuance of Bonds to be deposited in the applicable account of the Special Reserve Fund, as specified in such Supplemental Indenture.

(iii) All other moneys received by the Trustee under and pursuant to any of the provisions of any Financing Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Special Reserve Fund.

(b) Moneys in a Special Reserve Fund established with respect to a series of Bonds shall be disbursed and expended by the Trustee solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds if sufficient moneys therefor are not available in the applicable accounts, *first*, in the Debt Service Account established with respect to such Series of Bonds, and *second*, in the Redemption Subaccount established within the Debt Service Account with respect to such series of Bonds, prior to applying any moneys then on deposit in the applicable Debt Service Reserve Account of the Debt Service Fund. In the event the balance of moneys in the Debt Service Account established with respect to such series of Bonds, and the Redemption Subaccount established within the Debt Service Account with respect to such series of Bonds are insufficient to pay principal of, redemption premium, if any, or interest on such series of Bonds when due and payable, moneys in the Special Reserve Account established with respect to such Series of Bonds shall be transferred into the Debt Service Account with respect to such series of Bonds in an amount sufficient to make up the deficiency. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal with respect to such

series of Bonds. Moneys in the Special Reserve Fund shall also be used to pay the last Bonds becoming due (including redemption prior to maturity if otherwise permitted herein) unless such Bonds and all interest thereon be otherwise paid.

(c) On the first Interest Payment Date on which all of the Outstanding Bonds of a series can be paid in full with the sum of (i) moneys on deposit in the Debt Service Reserve Account with respect to such series of Bonds, (ii) moneys on deposit in the Special Reserve Account with respect to such series of Bonds and (iii) Revenues available on such Interest Payment Date for the payment of the principal and interest on such Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), all of the moneys in the Special Reserve Account with respect to such series of Bonds shall be transferred to the Debt Service Account with respect to such series of Bonds and applied to the payment of the principal and interest on such Bonds on such Interest Payment Date (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), which amount shall be applied to the payment of such Bonds prior to the application of Revenues to the payment of such Bonds.]

Section 408. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Tax Compliance Agreement), for payment to the United States of America, and neither the Issuer nor the Bondowner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this **Section 408** and the Tax Compliance Agreement (which is incorporated herein by reference).

(b) The Issuer shall periodically determine the amount of any arbitrage rebate under Section 148(f) of the Code in accordance with the Tax Compliance Agreement, and the Trustee shall make payments to the United States of America at the times and in the amounts determined under the Tax Compliance Agreement. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be paid to the Issuer.

(c) Notwithstanding any other provision of this Indenture, including in particular **Article XII** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this **Section 408** and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

Section 409. Escrowed Project Fund.

(a) Prior to an Escrow Transfer Date with respect to a series of Bonds, and except as provided below with respect to the respective Escrow Transfer Date relating to the First Escrowed Amount, Second Escrowed Amount, and Third Escrowed Amount with respect to the Series 2024A Bonds, the related Escrowed Amount on deposit in the Escrowed Project Account of the Escrowed Project Fund established with respect to such series of Bonds shall be transferred to the Project Account of the Project Fund established with respect to such series of Bonds upon the terms of this Section.

(b) With respect to the First Escrowed Amount on deposit in the Series 2024A Escrowed Project Account of the Escrowed Project Fund, such amount shall be transferred by the Trustee to the Series 2024A Project Account of the Project Fund on the applicable Escrow Transfer Date, without

further authorization, if the Trustee has delivered the certificate required by the First Escrow Release Conditions in substantially the form of **Exhibit F**, on or prior to such Escrow Transfer Date. The Trustee shall provide a copy of such certificate to the Original Purchaser.

(c) With respect to the Second Escrowed Amount and the Third Escrowed Amount on deposit in the Series 2024A Escrowed Project Account of the Escrowed Project Fund, such amounts shall be transferred by the Trustee to the Series 2024A Project Account of the Project Fund on the applicable Escrow Transfer Date (but in any event no earlier than October 31, 2024), without further authorization, upon receipt by the Trustee of a certificate executed by (i) the general contractor(s) for the Themed Hotel and Atlas 9 and the Issuer's chief building official in the case of clause (a) of each of the Second Escrow Release Conditions and the Third Escrow Release Conditions or (ii) the Developer Representative and the Issuer Representative in the case of clause (b) of each of the Second Escrow Release Conditions or the Third Escrow Release Conditions, stating that the related Escrow Release Conditions have been satisfied, which certificate shall be in substantially the form of **Exhibit F**, as applicable, for the Series 2024A Bonds. The Trustee shall provide a copy of each such certificate to the Original Purchaser.

(d) In the event that an Escrow Release Condition has not been satisfied on or before the Escrow Transfer Date with respect to the Series 2024A Bonds, then the related Escrowed Amount on deposit in the Series 2024A Escrowed Project Account of the Escrowed Project Fund shall be transferred on such Escrow Transfer Date to the Series 2024A Redemption Account of the Debt Service Fund and applied to the redemption of the Series 2024A Bonds pursuant to **Section 302(e)**; provided,

(i) the First Escrowed Amount will be transferred to the Series 2024A Redemption Account of the Debt Service Fund only upon failure to achieve the First Escrow Release Conditions described in clause (b) of the definition of "First Escrow Release Conditions."

(ii) the Second Escrowed Amount and the Third Escrowed Amount will be transferred to the Series 2024A Redemption Account of the Debt Service Fund only upon failure to achieve the Second Escrow Release Conditions or Third Escrow Release Conditions, as applicable, described in clause (b) of the definitions of "Second Escrow Release Conditions" and "Third Escrow Release Conditions," as applicable, in accordance with the applicable timing provided in the definition of Escrow Transfer Dates.

(e) Amounts in an Escrowed Project Account established with respect to a series of Additional Bonds shall be transferred on the Escrow Transfer Dates with respect to such series of Additional Bonds to the related Redemption Account of the Debt Service Fund and applied to the redemption of such series of Additional Bonds pursuant to the redemption provisions of the related Supplemental Indenture, in accordance with the Escrow Release Conditions and the provisions of such related Supplemental Indenture.

Section 410. Extraordinary Expense Fund.

(a) The Trustee shall deposit and credit to the Extraordinary Expense Fund, as and when received, as follows:

[(i) The initial deposit required by **Section 402** hereof.]

(ii) Any amount required by **Section 502** hereof to be transferred to the Extraordinary Expense Fund; and

(iii) All other moneys received by the Trustee under and pursuant to any of the provisions of any Financing Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Extraordinary Expense Fund.

(b) Amounts on deposit in the Extraordinary Expense Fund shall be used solely for the purpose of paying the fees, expenses and other costs, including legal fees, incurred by the Issuer in connection with an audit, questionnaire or other request for information from the Internal Revenue Service in connection with any Tax-Exempt Bonds or from the Securities and Exchange Commission in connection with the Bonds and the final payment of principal of and interest on the Bonds. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a requisition signed by the Issuer Representative, including invoices for such fees, expense and other costs. In making payment and disbursements pursuant to this Section, the Trustee may conclusively rely upon the requisitions of the Issuer Representative and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the requisitions.

ARTICLE V

COLLECTION AND APPLICATION OF REVENUES; REPORTING

Section 501. Transfer of Revenues. The Issuer covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will, no later than the final day of each month and with a final transfer of Revenues on February 28, 2046, beginning no later than July 31, 2025, transfer the Revenues, if any, to the Trustee for deposit to the Revenue Fund.

Section 502. Application of Moneys in the Revenue Fund. Moneys in the Revenue Fund shall be applied by the Trustee, on the 40th day immediately preceding each Interest Payment Date (or when necessary, with respect to credits to the Rebate Fund or deposits to avoid the application of any amounts on deposit in any reserve fund or account), as follows:

(a) *Rebate Fund.* There shall be credited to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the Issuer in accordance with the Tax Compliance Agreement.

(b) *Fees.* Commencing with the September 1, 2025 Interest Payment Date, there shall next be paid to the Trustee, any Dissemination Agent, any Paying Agent or any Rebate Analyst, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee, any Dissemination Agent, any Paying Agent or any Rebate Analyst, upon delivery to the Issuer of an invoice for such amounts. In no event shall the sum of all fees and expenses due and owing to the Trustee, any Dissemination Agent, any Paying Agent and any Rebate Analyst exceed \$10,000 per year, excluding any extraordinary fees and expenses incurred by the Trustee in connection with the Bonds.

(c) *Debt Service Fund – Past-Due Principal and Defaulted Interest.* There shall next be transferred to the Debt Service Fund an amount equal to any unpaid and past-due interest or principal payments on the Bonds; provided, that any amounts in the Debt Service Fund shall be credited against the amount required to be deposited therein.

(d) *Debt Service Fund – Interest Payment.* There shall next be credited to the Debt Service Fund after taking into account any moneys already deposited therein an amount such that the aggregate balance on deposit therein is equal to the interest becoming due on the Bonds on the next two (2) Interest Payment Dates.

(e) *Debt Service Fund – Principal Payment.* There shall next be credited to the Debt Service Fund an amount sufficient to pay the principal of and premium, if any, due on the Bonds by their terms on the next succeeding Interest Payment Date.

(f) *Debt Service Reserve Fund.* There shall next be credited to the Debt Service Reserve Fund, if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, such amounts as are necessary to restore any deficiency to the Debt Service Reserve Fund.

(g) *Extraordinary Expense Fund.* There shall next be credited to the Extraordinary Expense Fund an amount equal to the lesser of (i) \$10,000, or (ii) the amount, if any, necessary to be deposited in such Extraordinary Expense Fund to cause the aggregate amount on deposit in such Extraordinary Expense Fund to be equal to \$50,000.

(h) *Projected Special Mandatory Redemption.* There shall next be credited to the Redemption Account of the Debt Service Fund any remaining Revenues to be applied to the redemption of Bonds in accordance with **Section 302(b)** hereof and corresponding provision in the Supplemental Indenture authorizing the issuance of each Series of Additional Bonds.

(i) *Subordinate Bonds.* When no Bonds remain Outstanding hereunder, the Trustee shall transfer any amounts held in the Revenue Fund to the trustee named in the indenture authorizing the issuance of any subordinate bonds, as identified in a written directive from the Issuer.

Notwithstanding the foregoing, if on the 40th day (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, the amounts in the Revenue Fund are not sufficient to make the deposits required by clauses (a) through (g) above, then on the Business Day immediately preceding such Interest Payment Date, the Trustee shall apply all amounts on deposit in the Revenue Fund to make the deposits required by clauses (a) through (g) above, to the extent possible prior to the application of any amount held in any reserve fund therefor.

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601. Deposits of Moneys. Moneys in each of the funds and accounts created by and referred to in this Indenture shall be continuously and adequately secured as provided by the laws of the State and invested in Permitted Investments. All moneys deposited with or paid to the Trustee for the account of the various funds established under this Indenture shall be held in trust and shall be applied only in accordance with this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof.

Section 602. Investment of Moneys. Moneys held under the Indenture in any fund or account referred to in this Indenture shall be invested at the written direction of the Issuer in Permitted Investments;

provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. If the Issuer fails to provide written direction to the Trustee, the Trustee may invest and reinvest money in the funds held by it in subsection (f) of Permitted Investments. After the Trustee has notice pursuant to **Section 901** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in Permitted Investments. All earnings on any investments held in any fund shall be deposited into the Debt Service Fund.

ARTICLE VII

REFUNDING BONDS

Section 701. Refunding Bonds. The Issuer shall have the right to refund all of the Bonds under the provisions of any law then available. The Issuer shall have the right to refund any portion of the Bonds, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds that are not refunded, if any, upon the funds and accounts pledged under this Indenture; provided, however, that if only a portion of the Bonds are refunded, such partial refunding must result in decrease in debt service on the Bonds in any year.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Authority to Issue Bonds and Execute Indenture. The Issuer covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Bondowners are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 802. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof) solely from the Trust Estate, including the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any political subdivision thereof, but shall be payable solely from Revenues and the funds held under this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State, the Issuer or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

Section 803. Payment of Bonds. The Issuer shall duly and punctually pay, but solely from the sources specified in this Indenture, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

Section 804. Performance of Covenants. The Issuer shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 805. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture, the Development Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies or Persons as the Trustee may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture, the Development Agreement, and the transactions relating thereto shall be open to inspection by the Issuer and the Developer during business hours upon reasonable notice. The Trustee further covenants and agrees that any records relating to the Bonds available by electronic access such as account balances, fund balances and online statements shall be made available to the Issuer and the Developer.

Section 806. Enforcement of Rights. The Issuer agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the Issuer may enforce all rights of the Issuer and the Trustee and all obligations of the Developer under and pursuant to the Development Agreement and any other Financing Documents for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder. The Development Agreement and all other Financing Documents shall be delivered to and held by the Trustee.

Section 807. Recording and Filing. The Issuer shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowners and the rights of the Trustee hereunder. In carrying out its duties under this **Section 807**, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this **Section 807**.

Section 808. Continuing Disclosure. Under the Continuing Disclosure Agreement with respect to the Series 2024A Bonds, the Issuer and the Developer have undertaken all responsibility for compliance with continuing disclosure requirements with respect to the SEC Rule. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Issuer Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure of the Issuer, the Developer or the dissemination agent to comply with a Continuing Disclosure Agreement shall not be considered an event of default under this Indenture, and the sole remedy in the event of such failure shall be such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such Person to comply with its obligations under the Continuing Disclosure Agreement.

Section 809. Development Agreement The Issuer agrees that it will not enter into any amendment to the Development Agreement that would have a material adverse effect on the amount of Revenues or the timing of Revenues to be transferred to the Trustee hereunder.

Section 810. Special Indenture Covenants of the Issuer. Pursuant to this Indenture and while any Bonds or Special Assessment Bonds are Outstanding, the Issuer covenants and agrees that it will not adopt an ordinance reducing or repealing the CID Sales Tax. Except as authorized in this Indenture, the Issuer shall not issue any bonds or incur other obligations that are secured by the CID Sales Tax.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. The term “Event of Default,” wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on any Bond when such interest becomes due and payable; or
- (b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, or otherwise); or
- (c) default in the performance, or breach, of any covenant or agreement of the Issuer in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this **Section 901**), and continuance of such default or breach for a period of 60 days after there has been given to the Issuer by the Trustee or to the Issuer and the Trustee by the owners of at least 10% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Issuer shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

The Trustee shall give written notice, as provided in **Section 1003** hereof, to the Issuer as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 1003**.

Section 902. No Acceleration of Maturity. The Bonds shall not in any event be subject to acceleration prior to maturity.

Section 903. Exercise of Remedies by the Trustee. Upon the occurrence and continuance of any Event of Default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

- (a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds, including interest on overdue

principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture or any other Financing Document, to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than a majority in principal amount of Outstanding Bonds and if indemnified as provided in **Section 1002(e)** of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this **Article IX** as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which the Issuer is a party and which in the judgment of the Trustee, being advised by counsel, has a substantial bearing on the interests of the Bondowners.

(e) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 907** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case the Issuer, the Trustee and the Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

Section 904. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other

judicial proceeding relative to the Issuer or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondowners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 1004**.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any Bondowner, or to authorize the Trustee to vote in respect of the claim of any Bondowner in any such proceeding.

Section 905. Limitation on Suits by Bondowners. No Bondowner shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

(a) such Bondowner has previously given written notice to the Trustee of a continuing Event of Default;

(b) the owners of not less than a majority in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under this Indenture;

(c) such Bondowner or Bondowners have offered to the Trustee indemnity as provided in **Section 1002(e)**, **Section 1002(k)** and **Section 1004** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more Bondowners shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other Bondowners, or to obtain or to seek to obtain priority or preference over any other Bondowners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, any Bondowner shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Section 906. Control of Proceedings by Bondowners. The owners of a majority in principal amount of the Outstanding Bonds shall have the right, during the continuance of an Event of Default, provided indemnity has been provided to the Trustee in accordance with **Section 1002(e)**, **Section 1002(k)** and **Section 1004**:

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that

(i) such direction shall not be in conflict with any rule of law or this Indenture,

(ii) the Trustee, upon the advice of counsel, may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(iii) the Trustee, upon the advice of counsel, shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Section 907. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this **Article IX** together with any other sums then held by the Trustee as part of the Trust Estate (after the deductions for payment of reasonable costs and expenses of proceedings resulting in the collection of such moneys) shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all undeducted amounts due the Trustee under **Section 1004** of this Indenture;

(b) **Second:**

(1) If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption or for payment of which moneys are held pursuant to the provisions of this Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the persons entitled thereto without any discrimination or privilege.

(c) **Third:** To the payment of the remainder, if any, to the Issuer or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this **Section 907**, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 908. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 909. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Bondowner to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this **Article IX** or by law to the Trustee or to the Bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondowners, as the case may be.

Section 910. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this **Article IX**, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Issuer, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default

(a) in the payment of the principal of (or premium, if any) or interest on any Bond,
or

(b) in respect of a covenant or provision hereof which under **Article XI** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Except during the continuance of an Event of Default,

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(b) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, **except** that

(i) this **subsection (c)(i)** shall not be construed to limit the effect of **subsection (a)** of this **Section 1001**;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or conveying insights and duties or affording protection to the Trustee, whether in its capacity as Trustee, Paying Agent, bond registrar or any other capacity, shall be subject to the provisions of this **Article X**.

Section 1002. Certain Rights of Trustee. Except as otherwise provided in **Section 1001** of this Indenture:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the Issuer mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the Issuer has been duly adopted, and is in full force and effect, and prior to the occurrence of default of which the Trustee has been notified as provided in **Section 1003** or of which by said **Section 1003** the Trustee is deemed to have notice, the Trustee may also accept a similar certificate to the effect that any particular dealing, transactions or action is necessary or expedient, and may at its discretion secure such further evidence deemed necessary or advisable but shall in no case be bound to secure the same.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate.

(d) The Trustee may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(e) Notwithstanding anything in this Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture whether at the request or direction of any of the Bondowners pursuant to this Indenture or otherwise, unless such Bondowners or other party shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in connection with such rights or powers.

(f) The Trustee may rely conclusively and shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee shall not be responsible for the recording or re-recording, filing or re-filing of this Indenture or any financing statements (other than continuation statements) in connection therewith, or for the execution by the Issuer of this Indenture or of any Supplemental Indenture or instruments of further assurance. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer or the Developer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer or the Developer under any provision of this Indenture.

(h) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder and invested as authorized and directed pursuant to **Section 602** of this Indenture. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with **Section 602** hereof.

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with due care by it hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses (including without limitation attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action.

(l) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if in the opinion of the Trustee such direction may result in environmental liability to the Trustee, in its individual capacity for which the Trustee has not received indemnity pursuant to **Section 1002** and **Section 1004** hereof from the Bondowners, and the Trustee may rely upon an Opinion of Counsel addressed to the Issuer and the Trustee in determining whether any action directed by the Bondowners may result in such liability.

(m) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists, which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received adequate indemnity pursuant to **Section 1002** and **Section 1004** hereof.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or its willful misconduct.

(o) The Trustee shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect to the premises.

(p) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all books, papers and records of the Issuer or the Developer pertaining to the Trust Estate and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(q) The Trustee shall have the right, but shall not be required, to demand, with respect to the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right to the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(r) Any action taken by the Trustee pursuant to this Indenture upon the request or authorized consent of any person who, at the time of making such request or giving such authority or consent is the Bondowner of any Bond, shall be conclusive and binding upon all future Bondowners of the same Bond and upon Bonds delivered in exchange therefor or upon transfer or in substitution thereof.

Section 1003. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the

payments to the Trustee required to be made by **Article IV** or **Article V** of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the Issuer or the owners of at least 10% in principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the Trustee has received notice of any default or the occurrence of any default hereunder of which the Trustee is deemed to have notice under this **Section 1003**, the Trustee shall give written notice of such default by first class mail to all owners of Bonds as shown on the Bond Register maintained by the Trustee, unless such default shall have been cured or waived. For the purpose of this **Section 1003**, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default as defined in **Section 901**.

Section 1004. Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement:

(a) on each March 1 and September 1 (or if such day is not a Business Day, on the next succeeding Business Day), commencing September 1, 2025, payment of a reasonable semiannual fee for its services rendered hereunder as Trustee and Paying Agent, which semiannual fee with respect to the Series 2024A Bonds shall be in an initial amount equal to \$[_____] for each semiannual fee and shall be subject to the limitations of **Section 502(b)**;

(b) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any action, suit, demand, judgment, claim or liability in connection with the exercise or performance of any of its powers or duties hereunder; and

(c) in the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore.

Section 1005. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least **\$50,000,000**. If such Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this **Section 1005**, the combined capital and surplus of such Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this **Section 1005**, it shall resign immediately in the manner and with the effect specified in this **Article X**.

Section 1006. Resignation and Removal of Trustee.

(a) The Trustee may resign at any time by giving written notice thereof to the Issuer, the Developer, the Original Purchaser and each owner of Bonds Outstanding as shown by the list of Bondowners required by this Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within **30** days

after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If the Trustee has or shall acquire any conflicting interest, it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the Issuer that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in **subsection (a)** of this **Section 1006**.

(c) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Issuer and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds or, so long as the Issuer is not in default under this Indenture and no condition that with the giving of notice or passage of time, or both, would constitute a default under the Indenture by the Issuer. The Issuer, the Developer or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(d) If at any time:

(i) the Trustee shall fail to comply with **subsection (b)** of this **Section 1006** after written request therefor by the Issuer or by any Bondowner, or

(ii) the Trustee shall cease to be eligible under **Section 1005** and shall fail to resign after written request therefor by the Issuer or by any such Bondowner, or

(iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (A) the Issuer may remove the Trustee, or (B) any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) The Trustee shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Registered Bondowners. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

(f) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this **Article X** shall become effective until the acceptance of appointment by the successor Trustee under **Section 1008**.

Section 1007. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer, (so long as no Event of Default hereunder has occurred and is continuing), or the owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Issuer or the Bondowners. If, within 30 days after such resignation, removal or incapability or the

occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this **Section 1007** shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this **Article X**.

Section 1008. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee and the duties and obligations of the retiring Trustee shall cease and terminate; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this **Article X**.

Section 1009. Merger, Consolidation and Succession to Business. Any bank or association into which the Trustee may be merged or with which it may be consolidated, or any bank or association resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor of the Trustee hereunder, provided such bank or association shall be otherwise qualified and eligible under this **Article X**, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 1010. Co-Trustees and Separate Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least 25% in principal amount of the Bonds Outstanding, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or

persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of this **Section 1010**. If the Issuer does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Issuer evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this **Section 1010**, and, in case an Event of Default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the written request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this **Section 1010**.

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of Bondowners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 1011. Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds of any series, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder

and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Issuer in connection with the appointment of any successor Trustee.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures without Consent of Bondowners. Without the consent of the owners of any Bonds, the Issuer and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional revenues or property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to evidence the appointment of a separate trustee or the succession of a new trustee under this Indenture; or

(d) to add to the covenants of the Issuer or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the Issuer; or

(e) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds; or

(f) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

Section 1102. Supplemental Indentures with Consent of Bondowners. With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Issuer and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable

upon the redemption thereof, change any redemption date or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences; or

(c) modify the obligation of the Issuer to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term “Outstanding;” or

(e) modify any of the provisions of this **Section 1102** or **Section 910**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee, who may rely on the advice or Opinion of Counsel, may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds under this **Section 1102** to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act shall approve the substance thereof.

Section 1103. Execution of Supplemental Indentures.

(a) The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise.

(b) A Supplemental Indenture shall not be effective unless and until there shall have been filed with the Trustee (i) an Opinion of Counsel stating that the execution and delivery of such Supplemental Indenture is authorized or permitted by this Indenture and the Act, complies with the respective terms thereof, and is valid and binding upon the Issuer and enforceable in accordance with its terms, and (ii) an Opinion of Bond Counsel to the effect that such Supplemental Indenture will not adversely affect the exclusion of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes.

Section 1104. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this **Article XI**, this Indenture shall be modified in accordance therewith and such

Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 1105. Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this **Article XI** may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE XII

SATISFACTION AND DISCHARGE

Section 1201. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and Government Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to:

(i) pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, accreted value, redemption premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); and

(ii) with respect to any Defeased Term Bonds, redeem such Defeased Term Bonds, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date, in the amounts and on the dates set forth in the mandatory redemption schedule (the "Mandatory Defeasance Redemption Schedule") with respect to the Defeased Term Bonds of such maturity, which Mandatory Defeasance Redemption Schedule shall be determined as follows:

(A) the Trustee shall prepare a redemption schedule by applying the total Outstanding principal amount of all Term Bonds of such maturity to the amounts listed in the column "Projected Special Mandatory Redemption Amounts" in the Projected Special Mandatory Redemption Schedule with respect to the Term Bonds of such maturity in reverse chronological order, so that projected Special Mandatory Redemption amounts in the Projected Special Mandatory Redemption Schedule are preserved from the end of such Projected Special Mandatory Redemption Schedule (*i.e.*,

the last Interest Payment Date) forward (*i.e.*, towards the earlier Interest Payment Dates) until the aggregate principal amount of all Outstanding Term Bonds of such maturity has been accounted for;

- (B) the redemption schedule determined in accordance with clause (A) above shall be modified so that the redemption amounts set forth in such schedule for each Interest Payment Date that occurs on or before the date of defeasance of the Defeased Term Bonds shall be subtracted from the redemption amounts for such Interest Payment Date and an equal redemption amount shall be added to the redemption amount otherwise determined for the first Interest Payment Date that occurs after the date of defeasance of the Defeased Term Bonds; and
- (C) the redemption schedule determined in accordance with clauses (A) and (B) above shall be further modified so that the redemption amounts in such schedule for each Interest Payment Date are adjusted pro rata based upon the relationship between the aggregate principal amount of the Defeased Term Bonds of such maturity and the aggregate principal amount of all Outstanding Term Bonds of such maturity (*i.e.*, each redemption amount shall be multiplied by a ratio, the numerator of which is the aggregate principal amount of the Defeased Term Bonds of such maturity and the denominator of which is the aggregate principal amount of all Outstanding Term Bonds of such maturity);

provided that, if any such Bonds are to be redeemed prior to the maturity thereof, irrevocable notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with Government Obligations pursuant to **subsection (c)** of this **Section 1201**, subject to receipt by the Trustee of (1) a verification report in form satisfactory to the Trustee prepared by independent certified public accountants, or other verification agent, and (2) an Opinion of Counsel addressed and delivered to the Trustee in form and substance satisfactory to the Trustee to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Government Obligations deposited with the Trustee as aforesaid.

Moneys and Government Obligations so deposited with the Trustee pursuant to this **Section 1201** shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the persons entitled thereto. Such moneys and Government Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Government Obligations have been deposited with the Trustee.

Section 1202. Satisfaction and Discharge of Indenture. This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein provided for) if the following conditions are met:

(a) the earlier of (i) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1201** or (ii) the expiration of the CID Sales Tax; and

(b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary and shall pay, assign, transfer and deliver to the Issuer, or other persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Government Obligations held in trust by the Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 1203. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under **Section 1004** shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for four years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be deposited in the Issuer's general fund, and all liability of the Trustee or the Paying Agent or the Issuer with respect to such moneys shall thereupon cease.

ARTICLE XIII

TAX COVENANTS

Section 1301. General Covenants. The Issuer covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, as may be necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2) it will comply with the provisions of the Tax Compliance Agreement. The Trustee agrees to comply with the provisions of the Tax Compliance Agreement and with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting principal and interest payments on the Bonds or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Compliance Certificates and Opinions. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall cause to be

furnished to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel, stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

- (a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (c) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and
- (d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1402. Notices, Consents and Other Instruments by Registered Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Bondowners other than the assignment of the ownership of the Bonds, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Issuer and the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of the Bonds, the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the Bond Register of the Issuer maintained by the Trustee.

In determining whether the Registered Bondowners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds registered in the name of the Issuer shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall

not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1403. Further Authority. The officers of the Issuer, including the Mayor, County Administrator, Chief Financial Officer, and the Unified Government Clerk, are hereby authorized and directed to execute all documents, including without limitation an agreement with the Trustee, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Indenture and to make any changes or additions in this Indenture and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Issuer's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 1404. Severability. If any section or other part of this Indenture, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Indenture.

Section 1405. Governing Law. This Indenture shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 1406. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following persons, upon receipt by such person if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, at the following addresses:

To the Developer:

HFS KCK, LLC
520 W. Pennway Street, Suite 300
Kansas City, Missouri 64108
Attention: Richard Napper

With a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Curtis J. Petersen, Esq.

To the Issuer:

Chief Financial Officer
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 330
Kansas City, Kansas 66101

With copies to:

Unified Government Clerk

Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101

Kevin Wempe
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

To the Trustee:

Security Bank of Kansas City, as Trustee
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department

To the Bondowners:

To the addresses of the Bondowners as shown on the Bond Register maintained by the Trustee under this Indenture.

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered; provided, however, that all notices to the Trustee shall be effective upon receipt by the Trustee.

Notices to Bondowners shall be given by first class mail at the address of each Bondowner as shown on the Bond Register maintained by the Trustee. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to the other Bondowners.

Section 1407. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Bond Trust Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

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

By: _____
Mayor/CEO

(Seal)

ATTEST:

By: _____
Unified Government Clerk

Approved as to form:

By: _____
Office of Chief Counsel

Bond Trust Indenture, Series 2024A
Homefield Project

SECURITY BANK OF KANSAS CITY,
as Trustee

By: _____
Name: Peter B. Gardner
Title: Vice President

[SEAL]

ATTEST:

By: _____
Name: _____
Title: _____

Bond Trust Indenture
Homefield Project

EXHIBIT A

LEGAL DESCRIPTION OF THE CID

AREA A:

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

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

AND:

AREA B:

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

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

AND:

AREA C:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thence N 01°44'28" E, a distance of 128.37 feet;

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

thence N 03°36'43" E, a distance of 277.96 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thence S 69°13'04" W, a distance of 569.59 feet;

thence N 62°55'08" W, a distance of 79.78 feet;

thence N 89°10'51" W, a distance of 399.68 feet;

thence S 04°31'41" E, a distance of 80.36 feet;

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

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

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

AND:

AREA D:

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

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

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

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

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

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

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

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

AND:

AREA E:

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

Also,

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

Also,

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

The above described tract contains approximately 28.38 acres.

EXHIBIT B

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Unified Government of Wyandotte County/Kansas City, Kansas or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**REGISTERED
NUMBER R-_____**

**REGISTERED
\$ _____**

**UNITED STATES OF AMERICA
STATE OF KANSAS**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

**TAX-EXEMPT COMMUNITY IMPROVEMENT DISTRICT SALES TAX REVENUE BOND
(HOMEFIELD PROJECT)
SERIES 2024A**

Interest Rate

Maturity Date

Dated Date

CUSIP

_____%

March 1, 2046

_____, 2024

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (the “Issuer”), for value received, hereby promises to pay to the Registered Bondowner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date,

and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the dated date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2025 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of this Bond shall be payable by check or draft to the registered owner at the maturity or Redemption Date upon presentation and surrender of this Bond at the principal corporate trust office of Security Bank of Kansas City, Kansas City, Kansas (the “Trustee”). The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the registered owner of this Bond appearing on the Bond Register maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date and shall be paid by (1) check or draft of the Trustee mailed to such registered owner at his address as it appears on such Bond Register or at such other address furnished in writing by such registered owner to the Trustee, or (2) at the written request addressed to the Trustee by Cede & Co. or any registered owner of Bonds, by electronic transfer to the bank specified by such owner for credit to the American Bank Association (“ABA”) routing number and account number filed with the Trustee no later than 15 days preceding the Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner’s account at such bank to which the payment is to be credited, together with an acknowledgement that an electronic transfer fee is payable.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the Issuer designated “Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A” aggregating the original principal amount of \$[Principal] (the “Bonds”). The Bonds are being issued to fund capitalized interest on the Bonds, fund a debt service reserve fund on the Bonds, [fund a special reserve fund for the Bonds,]fund a portion of the Project Costs, fund an extraordinary expense fund for the Bonds and pay the costs of issuing the Bonds, and pursuant to an ordinance duly adopted by the governing body of the Issuer authorizing the issuance of the Bonds and a Bond Trust Indenture dated as of June 1, 2024 between the Issuer and Security Bank of Kansas City prescribing the form and details of the Bonds (the “Indenture”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a26 *et seq.*, and Ordinance No. O-[]-24 of the Issuer, all as amended and supplemented, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Bonds are special obligations of the Issuer payable solely from and secured as to the payment of principal and interest by a pledge of the Trust Estate, including the Revenues (as defined in the Indenture) deposited in the Revenue Fund, all as more fully provided in the Indenture. The taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Indenture for a description of the covenants and agreements made by the Issuer with respect to the receipt, segregation and application of the Revenues to pay the Bonds, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Bondowners thereof.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as provided in the Indenture.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the bond registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. *This Bond and beneficial interests therein may only be purchased by and transferred to Accredited Investors or Qualified Institutional Buyers in Authorized Denominations.*** This Bond may be transferred or exchanged, as provided in the Indenture, only upon the Bond Register maintained by the Trustee at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes. The Bonds are issuable in the form of fully registered bonds without coupons in Authorized Denominations.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds

issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Indenture until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bond, provision has been duly made for the collection and segregation of the Revenues and for the application of the same as hereinbefore provided.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

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

(Facsimile Seal)

(facsimile)
Mayor/CEO

ATTEST:

By: _____ (facsimile)
Unified Government Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Indenture.

Registration Date _____

SECURITY BANK OF KANSAS CITY,
as Trustee, Bond Registrar and Paying Agent

By: _____

Registration Number : _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, STEVEN JOHNSON, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Treasurer of the State of Kansas

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

**EXHIBIT C
TO BOND TRUST INDENTURE**

Request No: _____

Date: _____

WRITTEN REQUEST

(Section 403 - COSTS OF ISSUANCE FUND)

To: Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Re: \$[Principal] Unified Government of Wyandotte County/Kansas City, Kansas Tax-
Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield
Project), Series 2024A

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024 (the “Indenture”), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 403** of the Indenture, the Costs of Issuance (as defined in the Indenture) on Schedule 1 attached hereto.

The undersigned Authorized Issuer Representative hereby states and certifies that each item listed above is a proper Costs of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

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

By: _____
Title: Authorized Issuer Representative

Schedule 1

<u>Payee</u>	<u>Amount</u>	<u>Description of Costs of Issuance</u>
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**EXHIBIT D
TO BOND TRUST INDENTURE**

Request No: _____

Date: _____

DISBURSEMENT REQUEST

(PROJECT FUND)

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: \$[Principal] Unified Government of Wyandotte County/Kansas City, Kansas Tax-
Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield
Project), Series 2024A

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024 (the “Indenture”), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to pay from moneys in the Project Fund, pursuant to **Section 404(a)** of the Indenture, to the following payees the following amounts for the following Project Costs (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of Project Costs</u>
---------------------	----------------------	--

The undersigned Authorized Issuer Representative hereby states and certifies that:

1. Each item included in the above request is a valid “Project Cost.”
2. No item included in the above request has previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture.
3. The Issuer has received evidence satisfactory to the Issuer that the Developer has complied with Sec. 4(g)(ix) (“CID Proceeds Disbursement Conditions”) of the Development Agreement, as amended.

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

By: _____
Title: Authorized Issuer Representative

EXHIBIT E

SERIES 2024A PROJECTED SPECIAL MANDATORY REDEMPTION SCHEDULE

EXHIBIT F

CERTIFICATES WITH RESPECT TO ESCROW RELEASE CONDITIONS

TRUSTEE CERTIFICATE WITH RESPECT TO FIRST ESCROW RELEASE CONDITIONS

Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 330
Kansas City, Kansas 66101
Attention: Chief Financial Officer

HFS KCK, LLC
520 W. Pennway Street
Kansas City, Missouri 64108
Attention: Richard Napper

Stifel, Nicolaus & Company, Incorporated
501 North Broadway, 10th Floor
St. Louis, Missouri 63102
Attn: James J. Lahay

Security Bank of Kansas City, as trustee (the “Trustee”) under that Bond Trust Indenture dated as of June 1, 2024, relating to the Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (the “Indenture”), between the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), and the Trustee, hereby certifies that on _____, 202__, the cumulative total Revenues received by the Trustee are [not] equal to or greater than \$_____.

Dated: _____, 202__.

SECURITY BANK OF KANSAS CITY, as Trustee

By: _____
Name: _____
Title: _____

**GENERAL CONTRACTOR AND CHIEF BUILDING OFFICIAL CERTIFICATE WITH
RESPECT TO
CLAUSE (a) OF THE
SECOND AND THIRD ESCROW RELEASE CONDITIONS**

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: Unified Government of Wyandotte County/Kansas City, Kansas Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024, relating to the Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (the “Indenture”), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to transfer the amount shown in clause[s] (a) of [each of][the Second Escrowed Amount][and Third Escrowed Amount] on deposit in the Series 2024A Escrowed Project Account of the Escrowed Project Fund, pursuant to **Section 409(c)** of the Indenture, to the Series 2024A Project Account of the Project Fund. Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

The undersigned representative of the general contractor[(s)] for [the Themed Hotel][and Atlas 9] and the Issuer’s chief building official hereby state and certify that the [Second Escrow Release Conditions][and Third Escrow Release Conditions described in clause (a) of [each of] the definition[s] thereof have been satisfied for the disbursement of the above amount.

Dated: _____

[GENERAL CONTRACTOR’S NAME]

By: _____
Title:

**CHIEF BUILDING OFFICIAL OF THE UNIFIED
GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____
Title:

**DEVELOPER AND ISSUER CERTIFICATE WITH RESPECT TO
CLAUSE (b) OF THE
SECOND AND THIRD ESCROW RELEASE CONDITIONS**

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: Unified Government of Wyandotte County/Kansas City, Kansas Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024, relating to the Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (the "Indenture"), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to transfer the [amount remaining of the][Second][Third] Escrowed Amount on deposit in the Series 2024 Escrowed Project Account of the Escrowed Project Fund, pursuant to **Section 409(c)** of the Indenture, to the Series 2024 Project Account of the Project Fund. Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

The undersigned Developer Representative and Issuer Representative hereby state and certify that the [Second][Third] Escrow Release Conditions described in clause (b) of the definition thereof have been satisfied for the disbursement of the above amount.

Dated: _____

HFS KCK, LLC

By: _____
Developer Representative

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

By: _____
Issuer Representative

§ _____
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
TAX-EXEMPT COMMUNITY IMPROVEMENT DISTRICT SALES TAX REVENUE BONDS
(HOMEFIELD PROJECT)
SERIES 2024A

BOND PURCHASE AGREEMENT

_____, 2024

Unified Government of Wyandotte County/Kansas City, Kansas
One Municipal Office Building
701 North 7th Street
Kansas City, Kansas 66101-3064

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”) hereby offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the Unified Government of Wyandotte County/Kansas City, Kansas (the “**Issuer**”), a municipal corporation and political subdivision duly organized and validly existing under and pursuant to the laws of the State of Kansas (the “**State**”), whereby the Underwriter will purchase and the Issuer will sell the Series 2024A Bonds (as defined and described below). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 5:00 P.M., Central Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the County Administrator of the Issuer at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the following bonds: \$_____ Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (the “**Series 2024A Bonds**”), at the purchase price of \$_____, representing the aggregate principal amount of the Series 2024A Bonds less an Underwriter’s discount of \$_____ [and plus net original issue premium of \$_____/less net original discount of \$_____].

The Underwriter intends to make an initial bona fide public offering of the Series 2024A Bonds at a price or prices described in **Schedule I** hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Series 2024A Bonds (but in all cases subject to the requirements of **Section 4** hereof), and may offer and sell the Series 2024A Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of **Section 4** hereof).

The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the “**Securities Exchange Act**”), (ii) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE SERIES 2024A BONDS.

The Series 2024A Bonds have been authorized pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “**Act**”), and an ordinance adopted by the Board of Commissioners of the Issuer on _____, 2024 (the “**Authorizing Ordinance**”). The Series 2024A Bonds shall be dated the date of delivery. The Series 2024A Bonds shall be issued and secured under and pursuant to the Bond Trust Indenture, dated as of June 1, 2024 (the “**Indenture**”), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “**Trustee**”).

The proceeds of the sale of the Series 2024A Bonds will be used to (i) pay or reimburse HFS KCK, LLC, a Kansas limited liability company (the “**Developer**”) for a portion of the CID Project Costs (as defined in the Development Agreement), (ii) fund a deposit to the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund in the amount of \$_____, (iii) fund a deposit to the Series 2024A Special Reserve Account of the Special Reserve Fund in the amount of \$_____, (iv) fund a deposit to the Series 2024A Debt Service Account of the Debt Service Fund in the amount of \$_____ (to pay capitalized interest on the Series 2024A Bonds), (v) fund a deposit to the Extraordinary Expense Fund in the amount of \$_____, (vi) fund a deposit to the Series 2024A Escrowed Project Account of the Escrowed Project Fund in the amount of \$_____, and (vii) pay the costs of issuing the Series 2024A Bonds.

The Series 2024A Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of the Trust Estate and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Series 2024A Bonds, as provided in the Indenture. The “**Trust Estate**” consists of (i) all moneys and securities from time to time held by the Trustee under the terms of the Indenture; (ii) the amounts received by the Issuer from the imposition of the CID Sales Tax less an Issuer administrative fee of 1% (the “**Revenues**”); and (iii) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture by the Issuer or by anyone in its behalf or with its written consent, to the Trustee.

The Series 2024A Bonds will be secured under the provisions of the Act and the Indenture. The Series 2024A Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in **Schedule I** attached hereto. The Authorized Denominations, Record Dates, Special Record Dates, Interest Payment Dates, and other details and particulars of the Series 2024A Bonds shall be as described in the Indenture and the 2024A Official Statement (as defined below) of the Issuer.

3. DELIVERY OF THE 2024A OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the 2024A Preliminary Official Statement dated _____, 2024, which, including the cover page and all appendices thereto, is herein referred to as the **“2024A Preliminary Official Statement.”** It is acknowledged by the Issuer that the Underwriter may deliver the 2024A Preliminary Official Statement and a final 2024A Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The Issuer deems the 2024A Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act (**“Rule 15c2-12”**), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as hereinafter defined), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Series 2024A Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, as hereinafter defined, and the Underwriter, is referred to herein as the **“2024A Official Statement”**) and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the **“MSRB”**) and to meet potential customer requests for copies of the 2024A Official Statement. The Underwriter agrees to file a copy of the 2024A Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (**“EMMA”**) system, if required by MSRB Rule G-32. The 2024A Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The 2024A Official Statement shall be in substantially the same form as the 2024A Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the 2024A Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the 2024A Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the United States Securities and Exchange Commission (the **“SEC”**) including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the 2024A Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the 2024A Official Statement and the Indenture in connection with the public offering and sale of the Series 2024A Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Issuer Continuing Disclosure Agreement (Series 2024A), dated as of June 1, 2024 (the **“2024A Issuer Disclosure Agreement”**), by and between the Issuer and the Trustee, as dissemination agent for the Issuer (the **“Dissemination Agent”**), to provide certain annual financial information and semi-annual operating information and notices of the occurrence of specified events. A description of the 2024A Issuer Disclosure Agreement is set forth in, and the form of such agreement is attached as an appendix to, the 2024A Preliminary Official Statement and the 2024A Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2024A Bonds and shall execute and deliver to the Issuer at Closing (as hereinafter defined) an “issue price” or similar certificate, substantially in the form attached hereto as **Exhibit A**, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or

necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024A Bonds.

(b) [Except for the maturities set forth in Schedule A attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Series 2024A Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Series 2024A Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Series 2024A Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Series 2024A Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Series 2024A Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2024A Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Bond Counsel.] ¹ For purposes of this section, if Series 2024A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2024A Bonds.

(c) [The Underwriter confirms that the Underwriter has offered the Series 2024A Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2024A Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024A Bonds, the Underwriter will neither offer nor sell unsold Series 2024A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024A Bonds to the public at a price that is no higher than the initial offering price to the public.] ²

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2024A Bonds to the public at a price that is no higher than the initial offering price to the public.

¹ If at the time the Bond Purchase Agreement is executed, the 10% test has been satisfied for all maturities of the Securities, we will delete the bracketed language in paragraph (b).

² This section and Schedule A shall be included only if the hold-the-offering-price rule is determined to apply by the Underwriter.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Series 2024A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2024A Bonds of each maturity allocated to it until either all Series 2024A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Series 2024A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter, and

(B) to promptly notify the Underwriter of any sales of Series 2024A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that (i) each order submitted by the dealer or broker-dealer is a sale to the public and (ii) any selling group agreement relating to the initial sale of the Series 2024A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (1) report the prices at which it sells to the public the unsold Series 2024A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2024A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Series 2024A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2024A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024A Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2024A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for

establishing the issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024A Bonds.

[(e)][(f)] The Underwriter acknowledge that sales of any Series 2024A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) **“public”** means any person other than an underwriter or a related party to an underwriter,

(ii) **“underwriter”** means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024A Bonds to the public),

(iii) a purchaser of any of the Series 2024A Bonds is a **“related party”** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) **“sale date”** means the date of execution of this Purchase Agreement by all parties.

5. REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Series 2024A Bonds to the Underwriter pursuant to the Indenture, and execute, deliver and perform its obligations, as the case may be, under the following documents to which it is a party: this Purchase Agreement, the Indenture, the Series 2024A Bonds, the 2024A Issuer Disclosure Agreement, and the Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of ____, 2024 (the **“Development Agreement”** and, collectively with the Purchase Agreement, the Indenture, the Series 2024A Bonds and the 2024A Issuer Disclosure Agreement, the **“Legal Documents”**) and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the 2024A Official Statement.

(b) The Authorizing Ordinance approving and authorizing the execution and delivery by the Issuer of the Legal Documents and the offering, issuance and sale of the Series 2024A Bonds upon the terms set forth herein and in the 2024A Official Statement, was duly adopted at a meeting of the Board of Commissioners of the Issuer called and held pursuant to law and with all public notice required by law and

at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Indenture and the Series 2024A Bonds conform to the descriptions thereof contained in the 2024A Preliminary Official Statement and the 2024A Official Statement. The Series 2024A Bonds, when duly issued and authenticated in accordance with the Indenture and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Indenture and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by the Issuer and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Authorizing Ordinance, the issuance, delivery and sale of the Series 2024A Bonds and the execution and delivery of the Legal Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Legal Documents and the 2024A Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term **"Material Judgment or Agreement"** means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Authorizing Ordinance and the Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Legal Documents have been obtained; provided that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Series 2024A Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course

of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the 2024A Official Statement.

(i) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the information contained in the 2024A Preliminary Official Statement (excluding therefrom the information in the sections therein captioned **“2024 CID DEVELOPMENT,” “ANTICIPATED CID DEVELOPMENT,” “PROJECTED SEMI-ANNUAL REDEMPTIONS AND AVERAGE LIFE OF THE SERIES 2024A BONDS,” “NO LITIGATION – The Developer,” “UNDERWRITING,” “Appendix A - Revenue Study”** and in **“Appendix F – Book-Entry Only System”** (the **“Excluded Sections”**) as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not as of its date and does not as of the date hereof contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) The 2024A Official Statement is, as of its date and at all times after the date of the 2024A Official Statement (excluding therefrom the information in the Excluded Sections as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If the 2024A Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the **“end of the underwriting period”** as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the **“underwriting period”** shall be deemed to end on the Closing Date), the 2024A Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If between the date of the 2024A Official Statement and the Closing any event shall occur which might or would cause the information contained in the 2024A Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the 2024A Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the 2024A Official Statement in form and substance satisfactory to the Underwriter.

(m) Except as described in the 2024A Preliminary Official Statement and 2024A Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Series 2024A Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Series 2024A Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Series 2024A Bonds or the validity or binding effect of any of the Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Indenture or the Act or any provision thereof or the application of the proceeds of the Series 2024A Bonds, (iv) contesting in any way the completeness or accuracy of the 2024A

Preliminary Official Statement or the 2024A Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the 2024A Preliminary Official Statement and Official Statement or any of the Legal Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the 2024A Preliminary Official Statement or the 2024A Official Statement in connection with the offering, sale or distribution of the Series 2024A Bonds.

(n) If required in accordance with Rule 15c2-12, the Issuer has provided or will undertake to provide certain annual financial information and semi-annual operating information and notices of the occurrence of specified events. Except as described in the 2024A Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(o) Except as described in the 2024A Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Series 2024A Bonds.

6. UNDERWRITER'S REPRESENTATIONS.

By entering into this Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING.

Delivery of the Series 2024A Bonds shall be made in New York, New York, on the Closing Date (defined below), to the Underwriter through the facilities of The Depository Trust Company in New York, New York ("**DTC**") or the Series 2024A Bonds shall be delivered to and held by the Trustee in accordance with DTC's FAST procedures for the benefit of DTC at ____ A.M., Central Time, on ____, 2024, or such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the execution and delivery of the Series 2024A Bonds which is referred to herein as the "**Closing**" and the date on which the Issuer executes and delivers the Series 2024A Bonds is referred to herein as the "**Closing Date**." Except for purposes of delivery of the Series 2024A Bonds to the Underwriter, the Closing shall take place in the offices of Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108 ("**Bond Counsel**").

At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Series 2024A Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered (i) the Series 2024A Bonds to the Underwriter through the facilities of DTC in definitive or temporary form,

duly executed by the Issuer and in the authorized denominations as specified by the Underwriter and (ii) the other documents specified in **Section 8**. The Issuer shall authorize the Trustee to release or authorize the release of the Series 2024A Bonds on the Closing Date upon receipt of payment for the Series 2024A Bonds as aforesaid.

8. CONDITIONS PRECEDENT.

The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Issuer's obligations under this Purchase Contract are subject to the performance by the Underwriter of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the 2024A Official Statement, the Authorizing Ordinance and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Authorizing Ordinance, the Legal Documents and the 2024A Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the final 2024A Official Statement by the time, and in the numbers, required by **Section 3** of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Legal Documents to which the Issuer is a party and the 2024A Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Authorizing Ordinance, the Legal Documents or the Revenues as the foregoing matters are described in the 2024A Preliminary Official Statement and the 2024A Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Series 2024A Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

i. Approving Opinion. The approving opinion(s) of Bond Counsel relating to the Series 2024A Bonds, dated the Closing Date, substantially in the form attached as **Appendix D** to the 2024A Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

ii. Supplemental Opinion. The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that:

1. This Purchase Agreement has been duly executed and delivered by the Issuer and is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

2. The statements contained in the 2024A Preliminary Official Statement and the 2024A Official Statement on the cover page and in the sections entitled "**THE SERIES 2024A BONDS**" (other than the information concerning DTC and the book-entry system), "**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024A BONDS**," "**CERTAIN LEGAL MATTERS**," "**TAX MATTERS**," **Appendices D** (relating to form of Bond Counsel opinion) and **B** (summarizing certain provisions of the Indenture) to the 2024A Official Statement, and such portions of the "**INTRODUCTION**" as correspond with such sections, insofar as such statements expressly summarize certain provisions of the Indenture, the Series 2024A Bonds or Bond Counsel's opinion, reasonably and fairly summarize the principal terms and provisions of the Legal Documents, and any other agreements expressly addressed therein, and Bond Counsel has no reason to believe that such statements contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

3. The Series 2024A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "**1933 Act**") and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**");

iii. *Issuer Chief Counsel Opinion.* The opinion of a representative of the office of Chief Counsel for the Issuer ("**Issuer's Chief Counsel**"), addressed to the Trustee, the Underwriter and Bond Counsel, dated the Closing Date, and in form and substance satisfactory to the Underwriter, substantially in the form of **Exhibit B** hereto;

iv. *Issuer Special Counsel Opinion.* The opinion of Stinson LLP, Kansas City, Missouri ("**Issuer's Special Counsel**"), as special counsel to the Issuer, dated the date of the Closing and addressed to the Underwriter, to the effect that:

1. The Development Agreement is in full force and effect and constitutes the legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms; and

2. The information contained in the 2024A Preliminary Official Statement, as of its date and as of the date hereof and the 2024A Official Statement as of its date and as of the Closing Date relating to the Issuer, the Project and the Development Agreement, and the information under the captions "**PLAN OF FINANCE**," "**2024 CID DEVELOPMENT**," "**ANTICIPATED CID DEVELOPMENT**," "**DEVELOPMENT AGREEMENT**," and such portions of the "**INTRODUCTION**" as correspond with such sections, and the information in the Summary of Certain Provisions of the Development Agreement attached as **Appendix G** thereto does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

v. Underwriter Counsel Opinion. The opinion of Thompson Coburn LLP, St. Louis, Missouri, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

vi. Developer Counsel Opinion. The opinion of Polsinelli PC, Kansas City, Missouri (“**Developer’s Counsel**”), counsel to the Developer, dated the date of Closing and addressed to the Underwriter, in form and substance satisfactory to the Underwriter, to the effect that:

1. The Development Agreement and appendices thereto have been duly authorized, executed and delivered by the Developer and, assuming due execution by the other parties hereto, constitute the valid and binding agreement of the Developer, enforceable in accordance with their terms;

2. The Developer is a limited liability company duly organized, validly existing and in good standing, under the laws of the State;

3. The Developer has all requisite power and authority to (a) operate its properties and to carry on its business and operations as currently conducted, and (b) enter into, execute and deliver the Development Agreement, the Developer Continuing Disclosure Agreement (Series 2024A) and the Developer Acknowledgement and Agreement (Series 2024A) attached to this Purchase Agreement as **Exhibit C** (collectively, the “**Developer Documents**”) and to perform its obligations thereunder;

4. The Developer has taken all necessary action to authorize the execution and delivery of the Developer Documents and the performance of its obligations thereunder;

5. The Developer Documents have been duly executed and delivered by the Developer and are valid and binding agreements of the Developer enforceable in accordance with their terms (except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and to the exercise of judicial discretion in appropriate cases);

6. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency, commission or body having jurisdiction that are required for the execution and delivery by the Developer under the Developer Documents, or the performance by such party and of its obligations thereunder have been obtained or made, except for necessary consents, approvals and/or permits required under the Developer Documents that are not required by the Developer Documents to be obtained prior to the issuance of the Series 2024A Bonds;

7. The performance by the Developer of its obligations under the Developer Documents have not, and will not (with the passage of time or the giving of notice, or both), violate or constitute a breach of or a default under (a) any provision of the organizational documents of the Developer, as applicable, (b) to Developer’s Counsel’s knowledge, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which the Developer or any of its properties are bound, (c) any constitutional or statutory provision, rule or regulation applicable to the Developer, or any of its properties or (d) to Developer’s Counsel’s knowledge, any order, rule, regulation or

decree of any court, government or governmental body that specifically names and expressly applies to the Developer or any of its properties;

8. To Developer's Counsel's knowledge, there is no legal action, suit, proceeding or investigation pending or threatened against the Developer at law or in equity, before or by any court, agency, arbitrator, public board or body, (a) that contests the organization or existence of the Developer, or the ability of any representative of the Developer to act on its behalf, or (b) that contests or may have a material and adverse effect upon (i) the acquisition, construction, completion or management of the Project, (ii) the validity or enforceability of the Developer Documents, (iii) the due performance by the Developer of its obligations under the Developer Documents, or (iv) wherein an unfavorable decision would have a material adverse effect on the Developer. To Developer's Counsel's knowledge, the Developer is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that has such an effect;

9. To Developer's Counsel's knowledge, the information contained in the 2024A Preliminary Official Statement, as of its date and as of the date hereof and the 2024A Official Statement as of its date and as of the Closing Date under the captions "**2024 CID DEVELOPMENT,**" "**ANTICIPATED CID DEVELOPMENT,**" "**DEVELOPMENT AROUND THE CID,**" "**NO LITIGATION – The Developer**" and such portions of the "**INTRODUCTION**" as correspond with such sections does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

vii. Issuer Certificate. A certificate, dated the Closing Date, signed by the Mayor/CEO (or his designee) of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Legal Documents to which the Issuer is a party have been duly authorized and executed and are in full force and effect; (c) except as described in the 2024A Preliminary Official Statement as of its date and as of the date hereof and in the 2024A Official Statement as of its dates and as of the Closing Date, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2024A Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Series 2024A Bonds or the validity of the Series 2024A Bonds, the Authorizing Ordinance or any Legal Document to which the Issuer is a party, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Series 2024A Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the 2024A Preliminary Official Statement as of its date and as of the date hereof and the 2024A Official Statement as of its date and as of the Closing Date or any Legal Document to which the Issuer is a party; and (d) the statements made in the 2024A Official Statement do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the 2024A Official Statement under the Excluded Sections;

viii. Indenture. Executed or certified copy of the Indenture;

ix. Other Legal Documents. Executed or certified copies of each other Legal Document;

x. Tax Certificate. A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

xi. Authorizing Ordinance. A certified copy of the Authorizing Ordinance;

xii. Trustee Certificate. A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, to the effect that: (a) the Trustee is a Kansas banking corporation organized and existing under and by virtue of the laws of the State of Kansas, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Series 2024A Bonds to the Underwriter; (b) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Series 2024A Bonds to the Underwriter pursuant to the Indenture; (c) when delivered to and paid for by the Underwriter at the Closing, the Series 2024A Bonds will have been duly authenticated and delivered by the Trustee; (d) the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and (e) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of the Series 2024A Bonds or the collection of the Revenues to be applied to pay the principal, premium, if any, and interest on the Series 2024A Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Indenture or the power and authority of the Trustee to enter into and perform its duties under the Indenture and to authenticate and deliver the Series 2024A Bonds to or upon the order of the Underwriter;

xiii. PGAV Certificate. A certificate of an authorized officer of PGAV Planners, LLC ("PGAV") consenting to the use, description and incorporation of a study entitled United Government of Wyandotte County/Kansas City, Kansas Homefield Project Community Improvement District Market Study and Revenue Analysis" dated _____, 2024 (the "Revenue Study") in the 2024A Preliminary Official Statement and the 2024A Official Statement and stating that the statements contained in the 2024A Preliminary Official Statement and the 2024A Official Statement regarding PGAV and the Revenue Study and the information contained therein, under the captions "REGARDING USE OF THIS OFFICIAL STATEMENT," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024A BONDS," "BONDOWNERS' RISKS" and "PROJECTED SEMI-ANNUAL REDEMPTIONS AND AVERAGE LIFE OF THE SERIES 2024A BONDS" and APPENDIX A – "REVENUE STUDY," and such portions of the "INTRODUCTION" as correspond with such sections, reasonably and fairly summarize the Revenue Study and do not contain any untrue statement of a material fact or omit to state a material

fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

xiv. Other Certificates. Other certificates, listed on a closing agenda to be approved by Bond Counsel and the Underwriter, required in order for Bond Counsel to deliver the opinion referred to in **Section 8(g)(i)** of this Purchase Agreement;

xv. Revenue Study. The final Revenue Study prepared by PGAV;

xvi. Form 8038-G. Evidence that a Form 8038-G relating to the Series 2024A Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the “IRS”) within the applicable time limit;

xvii. Blue Sky Memorandum. A copy of the Blue Sky Survey with respect to the Series 2024A Bonds;

xviii. DTC Letter of Representation. A copy of the Issuer’s executed Blanket Letter of Representation to The Depository Trust Company;

xix. Series 2024B Bonds. Evidence of the simultaneous issuance of the Series 2024B Bonds; and

xx. Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of the Series 2024A Bonds pursuant to the Indenture shall have been fulfilled.

9. TERMINATION.

If the Issuer shall be unable to satisfy the conditions of the Underwriter’s obligations contained in this Purchase Agreement or if the Underwriter’s obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Series 2024A Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter’s sole and reasonable judgment any of the following events shall occur:

(i) the market price or marketability of the Series 2024A Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Series 2024A Bonds, shall be materially adversely affected by any of the following events:

(1) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either

body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the IRS, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Series 2024A Bonds; or

(2) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(3) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for Series 2024A Bonds shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(4) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Series 2024A Bonds, the Authorizing Ordinance or the Legal Documents, or any comparable bonds of the Issuer, are not exempt from the registration, qualification or other requirements of the 1933 Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(5) except as disclosed in or contemplated by the 2024A Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(ii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the 2024A Official Statement (other than any statement provided by the Underwriter) or is not reflected in the 2024A Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the 2024A Official Statement to be supplemented to supply such statement or information, or the effect of the 2024A Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Series 2024A Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024A Bonds; or

(iii) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(iv) a material disruption in bond settlement, payment or clearance services affecting the Series 2024A Bonds shall have occurred; or

(v) any new restriction on transactions in bonds materially affecting the market for the Series 2024A Bonds (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2024A Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the 2024A Official Statement, or any document relating to the issuance, offering or sale of the Series 2024A Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the 1933 Act, the Securities Exchange Act and the Trust Indenture Act.

(b) Upon the occurrence of an event permitting termination herein and the termination of this Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Purchase Agreement shall terminate, without further liability.

10. INDEMNIFICATION.

(a) *The Issuer.* To the extent permitted by law, the Issuer shall indemnify and hold harmless the Underwriter and its respective directors, officers, employees and agents and each person who controls the Underwriter within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an “**Underwriter Indemnitee**”), against any and all losses, claims, damages or liabilities, which arise out of or are based on arise out of or are based upon (i) a claim in connection with the public offering of the Series 2024A Bonds to the effect that the Series 2024A Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act, or (ii) any statement or information in the 2024A Preliminary Official Statement or in the 2024A Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the 2024A Preliminary Official Statement or the 2024A Official Statement (other than in the Excluded Sections) which is necessary in order to make the statements therein not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) *The Underwriter.* The Underwriter shall indemnify and hold harmless, to the extent permitted by law, the Issuer and its directors, officers, members, employees and agents and each person who controls the Issuer within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an “**Issuer Indemnitee**”), to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to the statements under the caption “**UNDERWRITING**” in the 2024A Preliminary Official Statement and the 2024A Official Statement, or any amendment or supplement thereof.

(c) *Indemnified and Indemnifying Parties.* For purposes of subsection (a) or (b) above, an “**Indemnified Party**” means an Underwriter Indemnitee or an Issuer Indemnitee as the context dictates and an “**Indemnifying Party**” means the Issuer or an Underwriter who is under the obligation to indemnify an Indemnified Party under this **Section 10**. In case any claim shall be made or action brought against an Indemnified Party for which indemnity may be sought against any Indemnifying Party, as provided above, the Indemnified Party shall promptly notify the Indemnifying Party in writing setting forth the particulars of such claim or action; but the omission to so notify the Indemnifying Party (i) shall not relieve it from

liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Indemnifying Party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any Indemnified Party otherwise than under paragraph (a) or (b) above. The Indemnifying Party shall assume the defense thereof, including the retention of counsel acceptable to such Indemnified Party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An Indemnified Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless the employment of such counsel has been specifically authorized by the Indemnifying Party or the Indemnifying Party shall not have employed counsel reasonably acceptable to the Indemnified Party to have charge of the defense of any such action or proceeding or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action or proceeding on behalf of such Indemnified Party), in any of which events, such legal or other expenses shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein. Any such settlement must include an unconditional release of each Indemnified Party from all liability arising out of such action.

(d) Contribution. If the indemnification provided for in this section is unenforceable, unavailable or insufficient to hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall, in lieu of indemnifying such party, contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Underwriter on the other from the offering of the Series 2024A Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, then the Indemnifying Party shall contribute to such amount paid or payable by such Indemnified Party in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, claims, damages, or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer bear to the total underwriting discounts and commissions received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding the provisions of this paragraph, the Underwriter shall not be required to contribute an amount in excess of the amount of its compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

11. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the date of the 2024A Official Statement and ending twenty-five (25) days from the end of the underwriting period (as defined in Rule 15c2-12 and as described in

Section 5(l) above) the Issuer shall advise the Underwriter if any event relating to or affecting the 2024A Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the 2024A Official Statement in order to make the 2024A Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or “potential customer” (as defined for purposes of Rule 15c2-12). If the 2024A Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the 2024A Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the 2024A Official Statement (in form and substance satisfactory to counsel for the Underwriter) so that the 2024A Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

12. EXPENSES.

Whether or not the Series 2024A Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer’s obligations hereunder. If the Series 2024A Bonds are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Series 2024A Bonds or from other funds of the Issuer, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Legal Documents, including the cost of electronically distributing the 2024A Preliminary Official Statement and the 2024A Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Series 2024A Bonds; (c) the fees and expenses of the Issuer, the Trustee, Bond Counsel, and counsel to the Underwriter and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (d) the charges of any rating agency with respect to the Series 2024A Bonds; (e) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Series 2024A Bonds, including but not limited to industry fees (*e.g.*, DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this **Section 12**, and (f) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Legal Documents and/or the initial offering, sale and delivery of the Series 2024A Bonds. The Issuer does hereby authorize the Underwriter to pay such expenses on behalf of the Issuer from proceeds of the Series 2024A Bonds at Closing as further described in the closing memorandum relating to the Series 2024A Bonds.

If the Series 2024A Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Series 2024A Bonds the discount of the Underwriter or the purchase price paid for the Series 2024A Bonds shall reflect such discount.

Except as otherwise provided in this **Section 12**, the Underwriter shall pay the cost, if any, of qualifying the Series 2024A Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Series 2024A Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Series 2024A Bonds, not described above.

13. USE OF DOCUMENTS.

The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Series 2024A Bonds, this Purchase Agreement, the 2024A Preliminary Official Statement, the 2024A Official Statement and the Legal Documents, and the information contained herein and therein.

14. QUALIFICATION OF SECURITIES.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Series 2024A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, all such costs, if any, to be paid by the Underwriter as provided in **Section 12** above, and to provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

15. NOTICES.

Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing at the address set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
One Financial Plaza
501 North Broadway
St. Louis, Missouri 63102
Attention: Director of Public Finance

16. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Series 2024A Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to **Section 9** (and in all events the agreements of the Issuer pursuant to **Section 10** and **Section 12** hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under **Section 9** hereof).

17. GOVERNING LAW.

THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF KANSAS.

18. WAIVER OF JURY TRIAL.

THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Very truly yours,

By:

STIFEL, NICOLAUS & COMPANY,
INCORPORATED,
as Underwriter

By: _____

Name: James J. Lahay

Title: Managing Director

Approved and Agreed to: _____, 2024

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____

Name:

Title:

SCHEDULE I

Principal Amounts, Interest Rates and Prices

Optional and Mandatory Redemption

**EXHIBIT A
TO THE PURCHASE AGREEMENT**

§ _____
**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
REVENUE BONDS
SERIES 2024A**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“**Stifel**”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “**Series 2024A Bonds**”).

1. [Alternative 1 – All Maturities Use General Rule: *Sale of the Series 2024A Bonds*. As of the date of this certificate, for each Maturity of the Series 2024A Bonds, the first price at which at least 10% of such Maturity of the Series 2024A Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2 – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Series 2024A Bonds was sold to the Public is the respective price listed in Schedule A.]

2. ***Initial Offering Price of the [Series 2024A Bonds][Hold-the-Offering-Price Maturities].***

(a) [Alternative 1 – All Maturities Use Hold-the-Offering-Price Rule: Stifel offered the Series 2024A Bonds to the Public for purchase at the respective initial offering prices listed in **Schedule A** (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2024A Bonds is attached to this certificate as **Schedule B.**] [Alternative 2 – Select Maturities Use Hold-the-Offering-Price Rule: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in **Schedule A** (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2024A Bonds is attached to this certificate as **Schedule B.**]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, Stifel has agreed in writing that, (i) for each Maturity of the Series 2024A Bonds, it would neither offer nor sell any of the Series 2024A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Series 2024A Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2024A Bonds during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Series 2024A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group

agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2024A Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *[General Rule Maturities* means those Maturities of the Series 2024A Bonds listed in Schedule A hereto as the **“General Rule Maturities.”**]

(b) *[Hold-the-Offering-Price Maturities* means those Maturities of the Series 2024A Bonds listed in Schedule A hereto as the **“Hold-the-Offering-Price Maturities.”**]

(c) *[Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2024), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means Unified Government of Wyandotte County/Kansas City, Kansas.

(e) *Maturity* means Series 2024A Bonds with the same credit and payment terms. Series 2024A Bonds with different maturity dates, or Series 2024A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term **“related party”** for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2024A Bonds. The Sale Date of the Series 2024A Bonds is _____, 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2024A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2024A Bonds, and by Gilmore & Bell, P.C., in connection with rendering its opinion that the interest on the Series 2024A Bonds is excluded from gross income for federal income tax purposes, the preparation of IRS Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Series 2024A Bonds.

By:

STIFEL, NICOLAUS & COMPANY, INCORPORATED,
as Underwriter

By: _____
Managing Director

By: _____
Managing Director – Municipal Syndicate

Dated: _____, 2024

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

**EXHIBIT B
TO THE PURCHASE AGREEMENT**

FORM OF OPINION OF ISSUER'S CHIEF COUNSEL

June __, 2024

Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Stifel, Nicolaus & Company, Incorporated
St. Louis, Missouri

Gilmore & Bell, P.C., as Bond Counsel
Kansas City, Missouri

Re: Unified Government of Wyandotte County/Kansas City, Kansas Tax-Exempt Community
Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A

Ladies and Gentlemen:

I have acted as Chief Counsel to the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") in connection with the issuance of the above-referenced bonds (the "Series 2024A Bonds") pursuant to the terms and provisions of the Bond Trust Indenture dated as of June 1, 2024 (the "Indenture"), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

In connection with rendering my opinion, I have reviewed such agreements, documents and matters of fact and law as I have deemed necessary, including, without limitation, the following:

- (a) Indenture.
- (b) Bond Purchase Agreement dated as of _____, 2024 (the "Bond Purchase Agreement") between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "Underwriter");
- (c) Issuer Continuing Disclosure Agreement (Series 2024A) dated as of June 1, 2024 between the Issuer and the Trustee, as dissemination agent;
- (d) Tax Compliance Agreement dated as of June 1, 2024 between the Issuer and the Trustee; and
- (e) Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of _____, 2024, between the Issuer and the Developer.

Items (a) through (d) above are collectively referred to herein as the “Bond Documents” and items (a) through (e) above are collectively referred to herein as the “Issuer Documents.”

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Issuer is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas.

2. Ordinance No. _____ adopted by the Issuer on _____, 2024 authorizing the issuance of the Series 2024A Bonds and the execution and delivery of the Bond Documents, was duly adopted pursuant to all applicable laws and is in full force and effect.

3. The Issuer has all requisite power and authority to issue the Series 2024A Bonds, to execute and deliver the Series 2024A Bonds and the Issuer Documents and to perform its obligations thereunder.

4. The Issuer has taken all necessary action to authorize the issuance of the Series 2024A Bonds, the execution and delivery of the Series 2024A Bonds and the Issuer Documents, and the performance of its obligations thereunder.

5. The Series 2024A Bonds and the Issuer Documents have been duly executed and delivered by the Issuer and are in full force and effect. The Issuer Documents constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms (except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and to the exercise of judicial discretion in appropriate cases).

6. There is no action, suit or proceeding or investigation at law or in equity before or by any court, public board or body pending, or, to my knowledge, threatened against or affecting the Issuer (a) to restrain or enjoin the sale, issuance or delivery of any of the Series 2024A Bonds or the collection or application of Revenues under the Indenture, (b) in any way contesting or affecting the power of the Issuer to sell or issue the Series 2024A Bonds or the validity of the Series 2024A Bonds or the Issuer Documents, or (c) in any way contesting the existence, powers or actions of the Issuer relating to the issuance of the Series 2024A Bonds or the execution, delivery or performance by the Issuer of the Issuer Documents.

7. Neither the issuance of the Series 2024A Bonds, nor the execution and delivery of the Issuer Documents, nor the consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene the ordinances, rules, regulations of the Issuer or the laws of the State of Kansas or, to the best of my knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound.

8. All consents, authorizations, approvals and orders required to be obtained, and all notices and filings required to be made, with any court, governmental authority, regulatory body or third party for the issuance of the Series 2024A Bonds and the due execution, delivery and performance by the Issuer of the Issuer Documents and the consummation of the transactions contemplated thereby, have been duly obtained or made.

9. To the best of my knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Issuer Documents to which it is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Issuer Documents to which the Issuer is a party;

10. The Preliminary Official Statement dated _____, 2024 and the Official Statement dated _____, 2024 relating to the Series 2024A Bonds (the "Final Official Statement" and collectively, the "Official Statement") have been duly authorized, executed (in the case of the Final Official Statement) and delivered by the Issuer. The information in the Official Statement under the captions **"DEVELOPMENT AROUND THE CID," "SALES TAX LEVY, REPORTING AND COLLECTION," "CONTINUING DISCLOSURE UNDERTAKINGS"** (but solely as it relates to the Issuer) and **"NO LITIGATION – The Issuer,"** and **APPENDIX E – "CERTAIN INFORMATION CONCERNING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS"** and such portions of the **"INTRODUCTION"** as correspond with such sections, does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

In rendering the foregoing opinions, I have assumed the due authorization, execution and delivery of the Issuer Documents by the parties thereto other than the Issuer and the due authentication and delivery of the Series 2024A Bonds by the Trustee.

This opinion is limited to the matters expressly stated and no opinion is implied or may be inferred beyond such matters. This opinion letter is solely for the benefit of the Underwriter, the Trustee and Gilmore & Bell, P.C., as Bond Counsel, and may be relied upon by them only in connection with the issuance of the Series 2024A Bonds and the transactions contemplated by the Issuer Documents, and may not be used or relied upon by any other person for any purpose whatsoever, without in each instance my prior written consent. I express no opinion on the effect of the laws of any state than those of the State of Kansas. This opinion is issued only with respect to the present status of the law in Kansas and I undertake no obligation or responsibility to update or supplement this opinion in response to subsequent changes in the law or future events affecting the terms of the Issuer Documents.

Very truly yours,

Angela Lawson
Acting Chief Counsel

EXHIBIT C
TO THE PURCHASE AGREEMENT
DEVELOPER ACKNOWLEDGMENT AND AGREEMENT (SERIES 2024A)

(Attached)

DEVELOPER ACKNOWLEDGMENT AND AGREEMENT (SERIES 2024A)

The undersigned, HFS KCK, LLC, a Kansas limited liability company (the “**Developer**”), hereby acknowledges and agrees to the financial terms of the Unified Government of Wyandotte County/Kansas City, Kansas, Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (the “**Series 2024A Bonds**”) set forth in the final pricing numbers attached hereto. The Developer intends to proceed with the development of the project to be financed with the Series 2024A Bonds in accordance with the terms of the Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of _____, 2024 (the “**Development Agreement**”), between the Developer and the Unified Government of Wyandotte County/Kansas City, Kansas. In addition, the Developer acknowledges and agrees that (a) the issuance, sale and delivery of the Series 2024A Bonds constitutes the issuance of “CID Bonds” within the meaning of the Development Agreement, and the Developer shall be irrevocably committed to building (or causing to be built) all of the CID Improvements, excluding Top Golf and the Arena, as described in the Development Agreement, and (b) the Developer’s performance under the Development Agreement is financially feasible based on the amount of Series 2024A Bond proceeds to be deposited in the Series 2024A Project Account of the Project Fund and the Series 2024A Escrowed Project Account of the Escrowed Project Fund reflected in the pricing numbers attached hereto.

Dated: _____, 2024.

HFS KCK, LLC, a Kansas limited liability company

By: _____
Name: Greg Maday
Title: Manager

DRAFT: April 23, 2024

TAX COMPLIANCE AGREEMENT

Dated as of June 1, 2024

Between

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

And

**SECURITY BANK OF KANSAS CITY,
as Trustee**

**[\$Principal Amount - A]
Tax-Exempt Community Improvement District Sales Tax Revenue Bonds
(Homefield Project)
Series 2024A**

TAX COMPLIANCE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
PARTIES AND RECITALS	1
 <u>ARTICLE I</u> GENERAL	
Section 1.1. Definitions of Words and Terms.....	1
 <u>ARTICLE II</u> GENERAL REPRESENTATIONS AND COVENANTS	
Section 2.1. Representations and Covenants of the Issuer.....	5
Section 2.2. Representations and Covenants of the Trustee	8
Section 2.3. Survival of Representations and Covenants.....	8
 <u>ARTICLE III</u> ARBITRAGE CERTIFICATIONS AND COVENANTS	
Section 3.1. General	9
Section 3.2. Reasonable Expectations.....	9
Section 3.3. Purpose of Financing	9
Section 3.4. Funds and Accounts	9
Section 3.5. Amount and Use of Series 2024A Bond Proceeds and Series 2024B Bond Proceeds.....	9
Section 3.6. No Multipurpose Issue	11
Section 3.7. No Refunding.....	11
Section 3.8. Project Completion	11
Section 3.9. Sinking Funds	11
Section 3.10. Reserve, Replacement and Pledged Funds	11
Section 3.11. Purpose Investment Yield	12
Section 3.12. Issue Price and Yield on Series 2024A Bonds.....	12
Section 3.13. Miscellaneous Arbitrage Matters	12
Section 3.14. Conclusion	13
 <u>ARTICLE IV</u> POST-ISSUANCE TAX REQUIREMENTS POLICIES AND PROCEDURES	
Section 4.1. General	13
Section 4.2. Record Keeping, Use of Series 2024A Bond Proceeds and Use of Financed Facilities	14
Section 4.3. Temporary Periods/Yield Restriction	14
Section 4.4. Fair Market Value	15
Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement	17
Section 4.6. Computation and Payment of Arbitrage Rebate	18

Section 4.7.	Filing Requirements	20
Section 4.8.	Survival after Defeasance	20

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1.	Term of Tax Agreement.....	20
Section 5.2.	Amendments	20
Section 5.3.	Opinion of Bond Counsel	20
Section 5.4.	Reliance.....	20
Section 5.5.	Severability	21
Section 5.6.	Benefit of Agreement.....	21
Section 5.7.	Default; Breach and Enforcement.....	21
Section 5.8.	Execution in Counterparts.....	21
Section 5.9.	Governing Law	21
Section 5.10.	Electronic Transactions.....	21

Signatures.....	S-1
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- Exhibit A** - Debt Service Schedule and Proof of Series 2024A Bond Yield
- Exhibit B** - IRS Form 8038-G
- Exhibit C** - Description of Property Comprising the Financed Facilities
- Exhibit D** - Certificate of Developer
- Exhibit E** - Form of Annual Compliance Checklist
- Exhibit F** - Form of Final Written Allocation

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”) is entered into as of June 1, 2024, between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the “Issuer”), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and validly existing under the laws of the State of Kansas, as trustee (the “Trustee”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Issuer of \$[Principal Amount - A] principal amount of Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project) Series 2024A (the “Series 2024A Bonds”), under a Bond Trust Indenture dated as of June 1, 2024 (the “Indenture”) between the Issuer and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Series 2024A Bond proceeds and of certain other money relating to the Series 2024A Bonds and set forth the conditions under which the interest on the Series 2024A Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Series 2024A Bond proceeds and the property financed or refinanced with Series 2024A Bond proceeds, and the investment of the Series 2024A Bond proceeds and of certain other related money in order to establish and maintain the exclusion of the interest on the Series 2024A Bonds from gross income for federal income tax purposes.

4. The Issuer has adopted a Tax-Exempt Financing Compliance Policy and Procedure (the “Tax Compliance Procedure”), for the purpose of setting out general procedures for the Issuer to monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Agreement is entered into as required by the Tax Compliance Procedure, in part, to set out specific tax compliance procedures applicable to the Series 2024A Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer and the Trustee represent, covenant and agree as follows:

ARTICLE I

GENERAL

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have

the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Series 2024A Bonds, reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending exception period, and (c) representing grant repayments or sale or investment proceeds of any purpose Investment.

“Bona Fide Debt Service Fund” means a fund, which may include Series 2024A Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Series 2024A Bonds for the immediately preceding Bond Year.

“Bond Compliance Officer” means the Issuer’s Chief Financial Officer, or the other person to whom the responsibilities of this position are delegated in writing.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending March 1, or another one-year period selected by the Issuer.

“CID Sales Tax” means the 2.0% sales tax imposed by the Homefield Community Improvement District.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Series 2024A Bonds is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Series 2024A Bond is discharged is the final Computation Date.

The Issuer selects June 1, 2029 as the first Computation Date, but reserves the right to select a different date consistent with the Regulations.

“Debt Service Reserve Requirement” means, with respect to the Series 2024A Bonds, \$[_____], reduced by amounts, if any, transferred to the Series 2024A Debt Service Account from the Series 2024A Debt Service Reserve Account upon a failure to satisfy certain conditions for the release of Series 2024A Bond proceeds from the Series 2024A Escrowed Project Account for transfer to the Series 2024A Project Account.

“Developer” means HFS KCK, LLC, a Kansas limited liability company.

“Financed Facilities” means the portions of the Project financed or refinanced with the proceeds of the Series 2024A Bonds, as described on **Exhibit C**.

“Final Written Allocation” means the written allocation of the expenditure of proceeds of the Series 2024A Bonds for the Project, a sample form of which is attached as **Exhibit F**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Series 2024A Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) investment proceeds (any amounts received from investing sale proceeds), (c) any amounts held in a sinking fund for the Series 2024A Bonds, (d) any amounts held in a pledged fund or reserve fund for the Series 2024A Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Costs of Issuance Fund.
- (2) Series 2024A Project Account in the Project Fund.
- (3) Series 2024A Escrowed Project Account in the Escrowed Project Fund.
- (4) Series 2024A Debt Service Account in the Debt Service Fund.
- (5) Redemption Account in the Debt Service Fund.
- (6) Series 2024A Debt Service Reserve Account in the Debt Service Reserve Fund.
- (7) Series 2024A Special Reserve Account in the Special Reserve Fund.
- (8) Rebate Fund (but only to the extent funded with sale proceeds or investment proceeds of the Series 2024A Bonds).
- (9) Extraordinary Expense Fund (but only to the extent funded with sale proceeds or investment proceeds of the Series 2024A Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Bond Trust Indenture dated as of June 1, 2024, between the Issuer and the Trustee, as amended and supplemented from time to time.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include tax-exempt bonds, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C).

“IRS” means the United States Internal Revenue Service.

“Issue Date” means [Month] [Day], 2024.

“Issuer” means the Unified Government of Wyandotte County/Kansas City, Kansas, and its successors and assigns, or any body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the Unified Government of Wyandotte County/Kansas City, Kansas.

“Net Proceeds” means the sale proceeds of the Series 2024A Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Series 2024A Bond proceeds or the Financed Facilities in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Series 2024A Bond proceeds or the Financed Facilities are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facilities, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel concluding that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Series 2024A Bonds from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Series 2024A Bonds, the use of the Financed Facilities and the investment of Gross Proceeds that apply after the Issue Date.

“Project” means all of the property financed or refinanced with proceeds of the Series 2024A Bonds, proceeds of the Series 2024B Bonds, and other money, including a resort hotel, multi-sport athletic complexes, an indoor entertainment arena, and retail, recreational, entertainment and commercial uses, and related infrastructure, as described on **Exhibit C**.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

“Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Series 2024A Bonds.

“Series 2024A Bond” or **“Series 2024A Bonds”** means any bond or bonds of the Issuer’s Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project) Series 2024A, described in the recitals and authenticated and delivered under the Indenture.

“Series 2024B Bond” or **“Series 2024B Bonds”** means any bond or bonds of the Issuer’s Taxable Community Improvement District Special Assessment Bonds (Homefield Project), Series 2024B.

“Special Reserve Requirement” means, with respect to the Series 2024A Bonds, \$[_____].

“Tax Agreement” means this Tax Compliance Agreement, as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Issuer’s Tax-Exempt Financing Compliance Policy and Procedure, dated as of January 19, 2012, as amended and supplemented in accordance with the provisions thereof.

“Tax-Exempt Bond File” means documents and records for the Series 2024A Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Series 2024A Bonds.

“Trustee” means Security Bank of Kansas City, and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the underwriter of the Series 2024A Bonds.

“Yield” means Yield on the Series 2024A Bonds, computed under Regulations § 1.148-4, and Yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas, and (2) has lawful power and authority to issue the Series 2024A Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Series 2024A Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Series 2024A Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Series 2024A Bonds—General Representation and Covenants.* In order to maintain the exclusion of the interest on the Series 2024A Bonds from gross income for federal income tax purposes, the Issuer, to the extent within its power or direction, (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code, (2) will not use or invest, or permit the use or investment of, any Series 2024A Bond proceeds, other money held under the Indenture, or other funds of the Issuer, in a manner that would violate applicable provisions of the Code, and (3) will not use, or permit the use of, any portion of the Financed Facilities in a manner that would violate applicable provisions of the Code.

(c) *Governmental Obligations—Use of Proceeds.* The Series 2024A Bonds are being issued to finance a portion of the Project, which is expected to be used, at least in part, in a Non-Qualified Use.

(d) *Governmental Obligations; Private Security or Payment; No Impermissible Agreements.*

(1) In General. As of the Issue Date, the Issuer expects that none of the principal of or interest on the Series 2024A Bonds will be (under the terms of the Series 2024A Bonds or any underlying arrangement) directly or indirectly:

(A) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(B) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

(2) CID Sales Tax. Revenues derived from the CID Sales Tax will be the primary source of repayment of the Series 2024A Bonds. For purposes of this subsection (d), “generally applicable taxes” within the meaning of Regulations § 1.141-4(e), including the CID Sales Tax, are not treated as private payments or as private security. The CID Sales Tax is a generally applicable tax, because it is an enforced contribution exacted pursuant to legislative authority as part of the taxing power, is imposed and collected for the purpose of raising revenue to be used for governmental purposes, has a uniform rate of collection that applies to all persons of the same classification in the appropriate jurisdiction and has a generally applicable manner of collection and determination.

(3) No Impermissible Agreements. No taxpayer has entered into any “impermissible agreement” relating to the payment of the CID Sales Tax, which generally includes any agreement described in Regulations § 1.141-4(e)(4)(ii), including the following:

(A) An agreement to be personally liable for a tax that does not impose personal liability.

(B) An agreement to provide additional credit support such as a guaranty or to pay unanticipated shortfalls in tax collections.

(C) An agreement as to the minimum market value of property subject to a property tax.

(D) An agreement not to challenge or to seek deferral of a tax.

(E) Any similar agreement that causes a tax to fail to have a generally applicable manner of determination or collection.

(4) Issuer’s Covenant. The Issuer will not permit any private security or payment with respect to the Series 2024A Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan*. Not more than 5% of the Net Proceeds of the Series 2024A Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Purpose of Series 2024B Bonds*. The Series 2024B Bonds are being issued simultaneously with the Series 2024A Bonds to finance a portion of the Project, which is expected to be used, at least in part, in a Non-Qualified Use. The Series 2024B Bonds are secured by and expected to be repaid from special assessments levied against certain of the property benefitting from the improvements financed by the Series 2024B Bonds. Accordingly, the Series 2024B Bonds are being issued as taxable debt obligations.

(g) *Limit on Maturity of Series 2024A Bonds.* A list of the assets included in the Financed Facilities and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit C**. The “average maturity” of the Series 2024A Bonds is [] years, as shown on **Exhibit A**, which was computed based on the expected receipt of the CID Sales Tax revenues and expected repayment of the Series 2024A Bonds. Based on the foregoing, the “average maturity” of the Series 2024A Bonds does not exceed 120% of the average reasonably expected economic life of the Financed Facilities.

(h) *Reimbursement of Expenditures.* The Issuer does not expect to reimburse itself for Project expenditures made prior to the Issue Date, but reserves the ability to make such a reimbursement allocation in the future in accordance with Regulations § 1.150-2, *provided that*: (A) no Series 2024A Bond proceeds will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the Issuer evidenced its official intent to issue the Series 2024A Bonds for the Project, (B) no reimbursement allocation will be made for an expenditure paid more than three years before the date of the reimbursement allocation, and (C) no reimbursement allocation will be made more than 18 months following the later of the date the expenditure is paid or the date the Project is placed in service.

(i) *Registered Bonds.* The Indenture requires that all of the Series 2024A Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(j) *No Federal Guarantee.* The Issuer will not take any action or permit any action to be taken which would cause any Series 2024A Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(k) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Agreement or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer and will deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the Form 8038-G filed with the IRS, along with proof of filing, will be included as **Exhibit B**.

(l) *No Hedge Bonds.* Based on the representations of the Developer in the Certificate of Developer attached hereto as **Exhibit D**, the Issuer expects that: (1) at least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the Series 2024A Bonds will be used to carry out the governmental purpose of the Series 2024A Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Series 2024A Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more, and (2) the net sale proceeds of the Series 2024A Bonds will be used to carry out the governmental purpose of the Series 2024A Bonds as follows: (A) at least 10% thereof within 1 year after the Issue Date, at least 30% thereof within 2 years after the Issue Date, (C) at least 60% thereof within 3 years after the Issue Date; and (d) at least 85% thereof within 5 years after the Issue Date.

(m) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Series 2024A Bonds from gross income for federal income tax purposes.

(n) *Single Issue; No Other Issues.* The Series 2024A Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the

sale of the Series 2024A Bonds, (2) are being sold under the same plan of financing as the Series 2024A Bonds, and (3) are expected to be paid from substantially the same source of funds as the Series 2024A Bonds (disregarding guarantees from unrelated parties, such as bond insurance). The Series 2024B Bonds are being issued as taxable debt obligations, and therefore constitute a separate “issue” from the Series 2024A Bonds under Regulations § 1.150-1(c).

(o) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Series 2024A Bonds. The Issuer will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(p) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Series 2024A Bonds. The Issuer will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(q) *Bank Qualified Tax-Exempt Obligation.* The Series 2024A Bonds are *not* “qualified tax-exempt obligations” under Code § 265(b).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or opinion of Bond Counsel, specifically referencing the Series 2024A Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Series 2024A Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting at the written direction of the Issuer, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Series 2024A Bonds as it relates to any data or conclusions necessary to verify that the Series 2024A Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The Issuer will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting at the written direction of the Issuer, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by such parties related to the Post-Issuance Tax Requirements in accordance with **Section 4.2** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of the Series 2024A Bonds or any obligation issued to refund the Series 2024A Bonds; *provided*, however, that if the Trustee is not retained to serve as trustee for any obligations issued to refund the Series 2024A Bonds, then the Trustee may satisfy its record retention duties under this subsection (c) by providing copies of all such records related to the Series 2024A Bonds to the trustee for the refunding obligations or other party agreed upon by the Issuer.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the Issuer and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer or the Trustee under this Tax Agreement, will survive the execution and

delivery of such documents and the issuance of the Series 2024A Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Series 2024A Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Series 2024A Bond proceeds and other money, in order to support the Issuer's conclusion that the Series 2024A Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Issuer is an officer of the Issuer responsible for issuing the Series 2024A Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Series 2024A Bonds are being issued for the purpose of providing funds to finance a portion of the costs of the Project.

Section 3.4. Funds and Accounts. The following funds and accounts have been established with respect to the Series 2024A Bonds under the Indenture:

- (a) Costs of Issuance Fund.
- (b) Series 2024A Project Account in the Project Fund.
- (c) Series 2024A Escrowed Project Account in the Escrowed Project Fund.
- (d) Series 2024A Debt Service Account in the Debt Service Fund.
- (e) Redemption Account in the Debt Service Fund.
- (f) Series 2024A Debt Service Reserve Account in the Debt Service Reserve Fund.
- (g) Series 2024A Special Reserve Account in the Special Reserve Fund.
- (h) Rebate Fund.
- (i) Extraordinary Expense Fund.
- (j) Revenue Fund.

Section 3.5. Amount and Use of Series 2024A Bond Proceeds and Series 2024B Bond Proceeds.

(a) *Amount of Series 2024A Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Series 2024A Bonds will be as follows:

Principal Amount	\$[Principal Amount -
	A].00
Original Issue Discount	()
Underwriting Discount	()
Accrued Interest	0.00
Total Proceeds	\$

(b) *Use of Series 2024A Bond Proceeds.* The Series 2024A Bond proceeds are expected to be allocated to expenditures as follows:

(1) \$_____ will be deposited in the Costs of Issuance Fund and used to pay costs of issuing the Series 2024A Bonds;

(2) \$_____ will be deposited in the Series 2024A Debt Service Account and used to pay interest on the Series 2024A Bonds;

(3) \$_____ will be deposited in the Series 2024A Project Account and used to pay costs of the Project;

(4) \$_____ will be deposited in the Series 2024A Escrowed Project Account and, upon satisfaction of certain conditions relating to the Project specified in the Indenture, used to pay costs of the Project;

(5) \$_____ will be deposited in the Series 2024A Debt Service Reserve Account to satisfy the Debt Service Reserve Requirement;

(6) \$_____ will be deposited in the Series 2024A Special Reserve Account to satisfy the Special Reserve Requirement[**.**] [**]; and

(7) \$_____ will be deposited in the Extraordinary Expense Fund and used to pay certain costs and expenses relating to compliance with tax and securities laws applicable to the Series 2024A Bonds.**]

(c) *Use of Series 2024B Bond Proceeds.* The net Series 2024B Bond proceeds of \$[_____] (consisting of original principal amount of \$[_____] , less original issue discount of \$[_____] , less underwriting discount of \$[_____]) are expected to be allocated to expenditures as follows:

(1) \$_____ will be deposited in the Costs of Issuance Fund therefor and used to pay costs of issuing the Series 2024B Bonds;

(2) \$_____ will be deposited in the Series 2024B Debt Service Account and used to pay interest on the Series 2024B Bonds;

(3) \$_____ will be deposited in the Series 2024B Project Account and used to pay costs of the Project;

(4) \$_____ will be deposited in the Series 2024B Escrowed Project Account and, upon satisfaction of certain conditions relating to the Project specified in the bond trust indenture for the Series 2024B Bonds, used to pay costs of the Project;

(5) \$_____ will be deposited in the Series 2024B Debt Service Reserve Account to satisfy the debt service reserve requirement therefor; and

(6) \$_____ will be deposited in the Series 2024B Special Reserve Account to satisfy the special reserve requirement therefor.

Section 3.6. No Multipurpose Issue. The Series 2024A Bonds are being issued for the sole purpose of financing a portion of the costs of the Project.

Section 3.7. No Refunding. No proceeds of the Series 2024A Bonds will be used to pay principal of or interest on any other debt obligation.

Section 3.8. Project Completion. Based on the representations of the Developer in the Certificate of Developer attached hereto as **Exhibit D**, the Issuer expects that (a) a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Series 2024A Bonds on the Financed Facilities has been incurred or will be incurred within 6 months after the Issue Date, (b) the completion of the Financed Facilities and the allocation of the proceeds of the Series 2024A Bonds to expenditures will proceed with due diligence, and (c) at least 85% of the proceeds of the Series 2024A Bonds will be allocated to expenditures on the Financed Facilities within three years after the Issue Date.

Section 3.9. Sinking Funds. Under the Indenture, subject to available revenues from the CID Sales Tax, the Issuer is required to cause payments to be made to the Trustee in amounts sufficient to pay the principal of and interest on the Series 2024A Bonds. Except for the Series 2024A Debt Service Reserve Account, the Series 2024A Special Reserve Account, the Series 2024A Debt Service Account, and the Redemption Account, no sinking fund or other similar fund that is expected to be used to pay the principal of or interest on the Series 2024A Bonds has been established or is expected to be established. The Series 2024A Debt Service Account and the Redemption Account are expected to be used primarily to achieve a proper matching of revenues with the principal and interest payments on the Series 2024A Bonds within each Bond Year, and the Issuer expects that the Series 2024A Debt Service Account and the Redemption Account will, in the aggregate, qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Series 2024A Debt Service Reserve Account; Series 2024A Special Reserve Account.* The Indenture establishes the Series 2024A Debt Service Reserve Account to be funded from Series 2024A Bond proceeds in an amount equal to the Debt Service Reserve Requirement, and the Series 2024A Special Reserve Account to be funded from Series 2024A Bond proceeds in an amount equal to the Special Reserve Requirement. The aggregate amount of the Debt Service Reserve Requirement and the Special Reserve Requirement does not exceed the least of (1) 10% of the aggregate stated principal amount of the Series 2024A Bonds, (2) the maximum annual principal and interest requirements on the Series 2024A Bonds, or (3) 125% of the average annual principal and interest requirements on the Series 2024A Bonds, each determined as of the Issue Date. In addition, the aggregate amount of Series 2024A Bond proceeds being deposited in the Series 2024A Debt Service Reserve Account and the Series 2024A Special Reserve Account does not exceed 10% of the aggregate original stated principal amount of the Series 2024A Bonds. In the Underwriter's Receipt for Bonds and Closing Certificate, included in the Transcript as Item #[], the Underwriter has certified that the funding of the Series 2024A Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement and the funding of the Series 2024A Special Reserve Account in an amount equal to the Special Reserve Requirement were essential factors in

marketing the Series 2024A Bonds and facilitated the marketing of the Series 2024A Bonds at interest rates comparable to that of other similar bond issues.

(b) *Other Funds and Accounts.* The Rebate Fund is expected to be used to pay any arbitrage rebate or yield restriction liability in accordance with Code § 148. The Extraordinary Expense Fund is expected to be used to pay certain costs and expenses relating to compliance with tax and securities laws applicable to the Series 2024A Bonds. The Revenue Fund is expected to be used for the temporary deposit of revenues from the CID Sales Tax until transferred to other funds and accounts. Therefore, except to the extent amounts in the Revenue Fund are transferred to the Series 2024A Debt Service Account and the Redemption Account, none of these funds or accounts is expected to be used to pay principal of or interest on the Series 2024A Bonds or is otherwise pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Series 2024A Bonds.

(c) *No Other Replacement or Pledged Funds.* None of the Series 2024A Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facilities, and that instead has been or will be used to acquire higher Yielding Investments. Except for the Series 2024A Debt Service Reserve Account, the Series 2024A Special Reserve Account, the Series 2024A Debt Service Account and the Redemption Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Series 2024A Bonds.

Section 3.11. Purpose Investment Yield. The proceeds of the Series 2024A Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Series 2024A Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, included in the Transcript as Item #[], the Issuer hereby elects to establish the issue prices of the Series 2024A Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Series 2024A Bonds is \$[].

(b) *Bond Yield.* Based on the aggregate issue price of the Series 2024A Bonds and information provided by the Underwriter relating to the expected receipt of revenues from the CID Sales Tax and expected repayment of the Series 2024A Bonds, the Yield on the Series 2024A Bonds is []%, computed in accordance with Regulations § 1.148-4(b)(2)(i), as shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to the Series 2024A Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Series 2024A Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Series 2024A Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Series 2024A Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Series 2024A Bond proceeds will be used in a manner that would cause any Series 2024A Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements for the Series 2024A Bonds that apply after the Series 2024A Bonds are issued. The Issuer recognizes that the interest on the Series 2024A Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Series 2024A Bonds to be refinanced with tax-exempt obligations and substantiate the position that the interest on the Series 2024A Bonds is exempt from gross income in the event of an audit of the Series 2024A Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Series 2024A Bonds and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The Bond Compliance Officer will be responsible for working with other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to comply with the Post-Issuance Tax Requirements.

(d) *Future Action; Costs.* The Issuer will, in order to comply with the Post-Issuance Tax Requirements, take any action that is necessary to cause interest on the Series 2024A Bonds to remain excludable from gross income for federal income tax purposes, which may include signing Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participating in any federal income tax audit of the Series 2024A Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertaking a remedial action procedure pursuant to Regulations § 1.141-12. The Issuer will pay all costs in connection with any action taken related to the Post-Issuance Tax Requirements. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Series 2024A Bonds, and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Series 2024A Bond Proceeds and Use of Financed Facilities.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Series 2024A Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of the Series 2024A Bonds or any obligation issued to refinance the Series 2024A Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Series 2024A Bond Proceeds to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Series 2024A Bond proceeds and other money for the Project. The proceeds of the Series 2024A Bonds are expected to be allocated to expenditures for the Financed Facilities as shown on **Exhibit C**. Upon completion of the Project, the Issuer will supplement this expected allocation with a Final Written Allocation of the Series 2024A Bond proceeds to Project expenditures, a sample form of which is attached to this Tax Agreement as **Exhibit F**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a form of annual compliance checklist for the Series 2024A Bonds. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Financed Facilities at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Series 2024A Bonds:

(a) *Series 2024A Project Account; Series 2024A Escrowed Project Account; Costs of Issuance Fund.* Series 2024A Bond proceeds deposited in the Series 2024A Project Account, the Series 2024A Escrowed Project Account or the Costs of Issuance Fund, and investment earnings on those proceeds, may be invested without Yield restriction for up to 3 years after the Issue Date. If any such unspent proceeds remain after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c).

(b) *Series 2024A Debt Service Account; Redemption Account.* To the extent that the Series 2024A Debt Service Account and the Redemption Account, in the aggregate, qualify as a Bona Fide Debt Service Fund, money in such accounts may be invested without Yield restriction for 13 months after the

date of deposit; earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Series 2024A Debt Service Reserve Account.* Money in the Series 2024A Debt Service Reserve Account up to the Debt Reserve Requirement may be invested without Yield restriction.

(d) *Series 2024A Special Reserve Account.* Money in the Series 2024A Special Reserve Account up to the Special Reserve Requirement may be invested without Yield restriction.

(e) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the lesser of \$100,000 or 5% of the sale proceeds of the Series 2024A Bonds may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) **Records.** The Issuer and the Trustee retain the following records with the bond documents until three years after the last outstanding Series 2024A Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Series 2024A Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Series 2024A Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Series 2024A Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Series 2024A Bonds is exempt from the rebate requirement. To the extent all or a portion of the Series 2024A Bonds is exempt from rebate, the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Series 2024A Bonds to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.* The following optional rebate spending exceptions can apply to the Series 2024A Bonds:

(1) 6-month exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

(2) 18-month exception (Regulations § 1.148-7(d)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions. At any time prior to the first

Computation Date, the Issuer may engage the Rebate Analyst to determine whether the spending exception has been satisfied.

(d) *Bona Fide Debt Service Fund.* To the extent the Series 2024A Debt Service Account and the Redemption Account, in the aggregate, qualify as a Bona Fide Debt Service Fund, investment earnings therein cannot be taken into account in computing arbitrage rebate.

(e) *General Requirements for Spending Exception.* The following general requirements apply in determining whether the spending exception is met.

(1) Using Adjusted Gross Proceeds to pay principal of any Series 2024A Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Series 2024A Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Series 2024A Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) For purposes of applying the 18-month spending exception, the failure to satisfy the **final** spending requirement is disregarded if the Financed Facilities is completed with due diligence and the failure does not exceed the lesser of 3% of the aggregate issue price of the Series 2024A Bonds or \$250,000.

(5) For purposes of applying the 18-month spending exception, the Series 2024A Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a “reasonable retainage” remain unspent, so long as such amount is spent within 30 months after the Issue Date. For purposes of this paragraph (5), the term “reasonable retainage” means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract, provided that such amount does not exceed 5% of net sale proceeds of the Bonds.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Covenants.* The Trustee (1) will engage, at the expense of the Issuer, a Rebate Analyst to compute arbitrage rebate on the Series 2024A Bonds in accordance with the Regulations, and (2) will pay to the United States, but solely from amounts held in the Rebate Fund or money provided by the Issuer, all such arbitrage rebate in accordance with this Tax Agreement and the Regulations. The Issuer

will make payments to the Trustee as necessary to comply with the rebate requirements of Code § 148(f) and the Regulations.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to the funds and accounts held by the Trustee at such times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The Issuer will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Series 2024A Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the rebate amount, the Trustee will transfer such surplus in the Rebate Fund to the Series 2024A Debt Service Account. After the final Computation Date or at any other time if the Rebate Analyst has advised the Issuer and the Trustee, any money left in the Rebate Fund will be paid to the Issuer and may be used for any purpose not prohibited by law.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from amounts in the Rebate Fund or otherwise provided by the Issuer) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(d) *Successor Rebate Analyst.* If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the Issuer fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.7. Filing Requirements. The Trustee and the Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.8. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate and yield reduction amounts to the United States will survive the payment or defeasance of the Series 2024A Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Series 2024A Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Series 2024A Bonds have been fully paid and all such Series 2024A Bonds are cancelled; *provided that*, the provisions of **Section 4.6** of this Tax Agreement regarding payment of arbitrage rebate and yield reduction amounts, and all related penalties and interest, will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** hereof relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Series 2024A Bond owners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Series 2024A Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Series 2024A Bonds from gross income for federal income tax purposes. The Issuer and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Series 2024A Bonds or the exclusion from gross income of interest on the Series 2024A Bonds for federal income tax purposes.

Section 5.4. Reliance. In delivering this Tax Agreement, the Issuer and the Trustee are making only those certifications, representations and agreements as are specifically attributed to each in this Tax Agreement. Neither the Issuer nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of their knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer and the Trustee each understands that its certifications, representations and agreements in this Tax Agreement will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Series 2024A Bonds and the exclusion from gross income of the interest on the Series 2024A Bonds for federal income tax purposes.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Series 2024A Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Issuer and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Series 2024A Bonds. Nothing in this Tax Agreement or in the Indenture or the Series 2024A Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Series 2024A Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Series 2024A Bond owners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be sent, received and 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.

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The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the date first above written.

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

By: _____

Name: Tyrone Garner

Title: Mayor/CEO

SECURITY BANK OF KANSAS CITY, as Trustee

By: _____

Name: Peter B. Gardner

Title: Vice President

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITIES

EXHIBIT D

CERTIFICATE OF DEVELOPER

**Unified Government of Wyandotte County/Kansas City, Kansas
Tax-Exempt Community Improvement District Sales Tax Revenue Bonds
(Homefield Project)
Series 2024A**

The undersigned, a duly authorized representative of HFS KCK, LLC, a Kansas limited liability company (the “Developer”), as developer of the projects (the “Projects”) to be financed, in whole or in part, by the above-captioned bonds (the “Series 2024A Bonds”) issued by the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”) on the date of this Certificate, hereby certifies and represents on behalf of the Developer with respect to the Series 2024A Bonds as follows:

1. The Developer reasonably expects that at least 85% of the proceeds of the Series 2024A Bonds will be expended for the Projects within 3 years after the date hereof. In addition, the Developer reasonably expects that the proceeds of the Series 2024A Bonds will be expended as follows: (a) at least 10% thereof will be spent for the Projects within 1 year after the date hereof; (b) at least 30% thereof will be spent for the Projects within 2 years after the date hereof; (c) at least 60% thereof will be spent for the Projects within 3 years after the date hereof; and (d) at least 85% thereof will be spent for the Projects within 5 years after the date hereof.

2. The Developer reasonably expects that the completion of the Projects and the allocation of the proceeds of the Series 2024A Bonds to expenditures for the Projects will proceed with due diligence.

3. As of the date hereof, a binding obligation has been entered into to spend at least 5% of the proceeds of the Series 2024A Bonds on the Projects.

4. The Developer understands that, under the Bond Trust Indenture for the Series 2024A Bonds, certain of the Series 2024A Bond proceeds are being deposited into an escrowed project account to be released from time to time only upon satisfaction of certain conditions relating to the Projects, as specified in such Bond Trust Indenture; the Developer reasonably expects that all such conditions will be satisfied, and therefore that all such Series 2024A Bond proceeds will be timely released and used to pay costs of the Projects.

This certificate may be relied upon by the Issuer in executing and delivering the Tax Compliance Agreement, dated as of June 1, 2024, between the Issuer and Security Bank of Kansas City, as trustee, and by Gilmore & Bell, P.C., Bond Counsel, in delivering its opinion relating to the exclusion of the interest on the Series 2024A Bonds from gross income for federal income tax purposes.

DATED: [Month] [Day], 2024.

**HFS KCK, LLC,
a Kansas limited liability company**

By: _____
Name: Greg Maday
Title: Manager

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligations (the “Series 2024A Bonds”) financing Financed Asset:	\$(Principal Amount - A) Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project) Series 2024A
Issue Date of Series 2024A Bonds:	_____ [Month] [Day], 2024
Name of Bond Compliance Officer:	_____
Period covered by request (“Annual Period”):	_____

Item	Question	Response
1. Rebate Calculations	Has the Issuer obtained required rebate calculations for the Series 2024A Bonds?	☐ Yes ☐ No
	If Yes, include a copy in the Tax-Exempt Bond File, if No; consult with the Rebate Analyst and include all correspondence in the Tax-Exempt Bond File.	
2. Private Security or Payment	Has the Issuer entered into any agreement or arrangement with any entity whereby the entity pays for the use of any portion of the Financed Facilities (for example, rent) or agrees to provide security for the Series 2024A Bonds (for example, a guarantee)?	☐ Yes ☐ No
	If Yes, consult with Bond Counsel and include correspondence – including any Written Opinion of Bond Counsel – in the Tax-Exempt Bond File.	

Signature, Name and Title of Person Completing Questionnaire:

By: _____

Printed Name: _____

Title: _____

Date Completed: _____

EXHIBIT F

FORM OF FINAL WRITTEN ALLOCATION

[\$[Principal Amount - A]
Unified Government of Wyandotte County/Kansas City, Kansas
Tax-Exempt Community Improvement District Sales Tax Revenue Bonds
(Homefield Project)
Series 2024A

Final Written Allocation

The undersigned is the Director of Finance of the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the “Issuer”), and in that capacity is authorized to execute federal income tax returns required to be filed by the Issuer and to make certain elections and designations regarding federal income tax matters on behalf of the Issuer. This allocation of the proceeds of the above-captioned bonds (the “Series 2024A Bonds”) is necessary for the Issuer to satisfy ongoing reporting and compliance requirements relating to the Series 2024A Bonds under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Series 2024A Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Issuer or, if later, the date the “Project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Series 2024A Bonds.

Background. The Series 2024A Bonds were issued by the Issuer on [Month] [Day], 2024, under the Bond Trust Indenture dated as of June 1, 2024 (the “Indenture”) between the Issuer and Security Bank of Kansas City, as trustee, for the purpose of financing certain costs of a redevelopment and improvement project, including a resort hotel, multi-sport athletic complexes, an indoor entertainment arena, and retail, recreational, entertainment and commercial uses, and related infrastructure (collectively, the “Project”).

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. Certain Project costs were paid from sale and investment proceeds of the Series 2024A Bonds, as well as other amounts contributed by the Developer (HFS KCK, LLC, a Kansas limited liability company) or other parties, as shown on **Schedule I** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (*i.e.*, the “Financed Facilities” referenced in the Tax Compliance Agreement for the Series 2024A Bonds) are listed on **Schedule II** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules under Code § 148, the Issuer allocates Series 2024A Bond proceeds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule II** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Issuer for an amount previously paid or incurred.

Placed in Service. The Project was “placed in service” on the dates set out on ***Schedule II*** to this Final Written Allocation. For this purpose, assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the acquisition, construction and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Issuer reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

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

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

Schedule I to Final Written Allocation

Allocation of Sources and Uses

[To be Completed at Time of Final Written Allocation]

Schedule II to Final Written Allocation

Description of Financed Facilities

[To be Completed at Time of Final Written Allocation]

ISSUER CONTINUING DISCLOSURE AGREEMENT (SERIES 2024A)

This **ISSUER CONTINUING DISCLOSURE AGREEMENT (SERIES 2024A)** dated as of June 1, 2024 (the “**Continuing Disclosure Agreement**”) is executed and delivered by the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the “**Issuer**”) and **SECURITY BANK OF KANSAS CITY**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the Issuer of its \$_____ Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (the “**Series 2024A Bonds**”) pursuant to a Bond Trust Indenture, dated as of June 1, 2024 (the “**Indenture**”), between the Issuer and Security Bank of Kansas City, as trustee (the “**Trustee**”). The Series 2024A Bonds are to be issued by the Issuer, pursuant to and in accordance with the provisions of K.S.A. 12-6a26 *et seq.*, as amended and supplemented from time to time.

2. The Issuer and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2024A Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Issuer and the Dissemination Agent acknowledge that the Issuer is the only “obligated person” with responsibility for continuing disclosure.

In accordance with the Indenture and in consideration of the mutual covenants and agreements herein, the Issuer and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Official Statement (defined herein) and the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement

“**Beneficial Owner**” means any registered owner of any of the Series 2024A Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024A Bonds (including persons holding Series 2024A Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2024A Bonds for federal income tax purposes.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Dissemination Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“**CID**” means the Homefield Community Improvement District created by Ordinance No. O-101-23 passed by the governing body of the Issuer on September 14, 2023.

“**CID Sales Tax**” means the CID Sales Tax of 2.0% levied within the CID by Ordinance No. O-101-23 on September 14, 2023 with a term commencing April 1, 2025 and terminating no later than March 31, 2047.

“Developer” means HFS KCK, LLC, a Kansas limited liability company, and its successors and assigns.

“Development Agreement” means the Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of _____, 2024, between the Issuer and the Developer, and as it may be further amended and supplemented from time to time.

“Disclosure Representative” shall mean the acting Chief Financial Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing from time to time.

“Dissemination Agent” means Security Bank of Kansas City, Kansas City, Kansas, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3(a)** and **Section 3(b)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Official Statement” means the Official Statement dated _____, 2024 used in connection with the offering and sale of the Series 2024A Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, as the underwriter of the Series 2024A Bonds required to comply with the Rule in connection with offering of the Series 2024A Bonds.

“Revenues” means the amounts received by the Issuer from the imposition of the CID Sales Tax less an Issuer administrative fee of 1%.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Semi-Annual Report” means any Semi-Annual Report provided by the Dissemination Agent on behalf of the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement and in substantially the form as set forth in **Exhibit B**.

“Semi-Annual Report Date” means each April 1 and October 1, commencing on October 1, 2024.

“Semi-Annual Reporting Period” means the semi-annual period ending March 1 and September 1 of each year.

Section 2. Provision of Annual Reports and Semi-Annual Reports.

- (a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 365 days after the end of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2024, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):

The audited financial statements of the Issuer for the Fiscal Year prior to the year in which the Annual Report is due to be filed with the MSRB, prepared in accordance with accounting principles generally accepted in the United States of America. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall either (1) provide the Annual Report to the Dissemination Agent, with written instructions to file the Annual Report as specified in subsection (a), or (2) provide written notice to the Dissemination Agent that the Issuer has filed the Annual Report with the MSRB (or will do so prior to the deadline specified in subsection (a)).
- (c) If the Dissemination Agent has not received either an Annual Report with filing instructions or a written notice from the Issuer that it has filed an Annual Report with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely

manner, send a notice to the MSRB in a timely manner in substantially the form attached as **Exhibit A**.

- (d) The Dissemination Agent shall, unless the Issuer has certified in writing that the Issuer (or another entity on behalf of the Issuer) has provided an Annual Report to the MSRB, via EMMA, promptly following receipt of an Annual Report and instructions required in subsection (b) above, file the Annual Report with the MSRB, via EMMA, and shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the required Annual Report has been provided to the MSRB, via EMMA, pursuant to this Continuing Disclosure Agreement, and stating the date it was filed with the MSRB.
- (e) The Dissemination Agent shall send notice, no later than September 1 of each year, commencing September 1, 2024, to the Issuer of the Issuer's obligation to provide the Annual Report.
- (f) The Dissemination Agent shall notify the Issuer each year not later than 60 days and again not later than 30 days prior to each Semi-Annual Report Date that the Semi-Annual Report must be provided to the Dissemination Agent or the MSRB, via EMMA.
- (g) The Issuer shall provide a Semi-Annual Report to the Dissemination Agent not later than each Semi-Annual Report Date. The Dissemination Agent shall provide the Semi-Annual Report to the MSRB within 5 Business Days after receipt thereof from the Issuer.
- (h) The amount of Revenues will not be included in a Semi-Annual Report unless at least five businesses that generate Revenues are open and operating in the CID during the Semi-Annual Reporting Period.
- (i) The Dissemination Agent shall, unless the Issuer has certified in writing that the Issuer (or another entity on behalf of the Issuer) has provided a Semi-Annual Report to the MSRB, via EMMA, promptly following receipt of a Semi-Annual Report and instructions required in subsection (f) above, file the Semi-Annual Report with the MSRB, via EMMA, and shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the required Semi-Annual Report has been provided to the MSRB, via EMMA, pursuant to this Continuing Disclosure Agreement, and stating the date it was filed with the MSRB.
- (j) If the Dissemination Agent has not received the Semi-Annual Report by the Semi-Annual Report Date, the Dissemination Agent shall, in a timely manner, so notify the MSRB within 5 Business Days of the Semi-Annual Report Date. Such notice shall be filed in substantially the form attached hereto as **Exhibit A**.

[Remainder of page intentionally left blank]

Section 3. Reporting of Material Events.

(a) No later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given notice of the occurrence of any of the following events with respect to the Series 2024A Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;

- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and, whether or not material, tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) the appointment of a successor or additional trustee, whether or not material, or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties; and

(b) In addition to the above, the Issuer shall promptly give, or cause to be given, notice of the occurrence of a default under the Development Agreement.

(c) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Chief Financial Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection 3(d). If in response to a request under this subsection 3(c), the Issuer determines that the event does not constitute a Material Event, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection 3(c) or otherwise, the Issuer shall report the occurrence to the MSRB pursuant to subsection 3(a) or 3(b), as applicable, or notify and instruct the

Dissemination Agent in writing to report the occurrence pursuant to subsection 3(e), in either event so that notice is given within ten (10) Business Days after the occurrence of the event.

(e) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, via EMMA, with a copy to the Issuer.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2024A Bonds. If the Issuer's obligations under this Continuing Disclosure Agreement or the Indenture are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2024A Bonds, the Issuer shall cause the Dissemination Agent to give notice of such termination or substitution in the same manner as for a Material Event under **Section 3(d)**.

Section 5. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Security Bank of Kansas City. The Dissemination Agent may resign at any time upon giving 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including, without limitation, any Semi-Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Agreement.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Issuer) and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer and the Dissemination Agent with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, (a) notice of such change shall be given in the same manner as for a Material Event under Section 3 and (b) the Issuer shall describe such amendment or waiver in the next Semi-Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Issuer chooses to include any information in any Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Issuer shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Material Event.

Section 8. Default. Any failure by the parties to perform in accordance with this Continuing Disclosure Agreement shall not constitute an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. If either of the parties fail to comply with this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such party to comply with its obligations hereunder.

Section 9. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or other communications to or among any of the parties to this Continuing Disclosure Agreement shall be sufficiently given and shall be deemed given upon receipt if delivered in person or by overnight courier, if given by facsimile, receipt confirmed by telephone, or if mailed by registered certified mail, return receipt requested, postage prepaid, and will be deemed given on the second day following the date on which such notice or communication is so mailed, addressed, as follows:

To the Issuer:	Unified Government of Wyandotte County / Kansas City, Kansas Attention: County Administrator 701 N. 7 th Street, 9 th Floor Kansas City, Kansas 66101
-----------------------	---

To the Dissemination Agent:	Security Bank of Kansas City Attention: Corporate Trust Department One Security Plaza 701 Minnesota Avenue, Suite 206 Kansas City, Kansas 66101
------------------------------------	---

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Series 2024A Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 15. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies,

facsimiles, electronic files and other reproductions of original 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.

[Signatures appear on the following page]

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

Name: Tyrone Garner
Title: Mayor/CEO

SECURITY BANK OF KANSAS CITY,
as Dissemination Agent

By: _____
Name: Peter B. Gardner
Title: Senior Vice President

EXHIBIT A

NOTICE OF FAILURE TO FILE [ANNUAL][SEMI-ANNUAL] REPORT

Name of Issuer: Unified Government of Wyandotte County/Kansas City, Kansas (the “**Issuer**”)

Name of Issue: \$_____ Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (“**Series 2024A Bonds**”)

Date of Issuance: June __, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided [an Annual][a Semi-Annual] Report with respect to the above-named Series 2024A Bonds as required by the Issuer Continuing Disclosure Agreement (Series 2024A) dated as of June 1, 2024, between the Issuer and Security Bank of Kansas City, as Dissemination Agent. The Issuer has notified the Dissemination Agent that the Issuer anticipates that [an Annual][a Semi-Annual] Report will be filed by _____.

Dated: _____

**SECURITY BANK OF KANSAS CITY, as
Dissemination Agent on behalf of the Unified
Government of Wyandotte County/Kansas
City, Kansas**

By: _____
Title: _____

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

EXHIBIT B

FORM OF SEMI-ANNUAL REPORT

**Name of Issuer/
Obligated Person:** Unified Government of Wyandotte County/Kansas City, Kansas (the “**Issuer**”)

Name of Issue: \$_____ Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A (“**Series 2024A Bonds**”)

Date of Issuance: June __, 2024

Date of Report: _____, 20__

This Semi-Annual Report relates only to the Issuer’s continuing disclosure obligation undertaken in connection with the delivery of the Series 2024A Bonds pursuant to SEC Rule 15c2-12. The Issuer may have additional continuing disclosure obligations in connection with other municipal debt that are not covered by this Semi-Annual Report.

For the Semi-Annual Reporting Period ended [March 1][September 1], 20__:

1. [The amount of Revenues received was \$_____]; [There are fewer than five businesses that generate Revenues open and operating in the Project Area;]
2. The amount on deposit in the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund is \$_____; and
3. [The amount on deposit in the Series 2024A Special Reserve Account of the Special Reserve Fund is \$_____].]

For the Semi-Annual Reporting Period ended [March 1][September 1], 20__, the amount of principal on the Series 2024A Bonds paid from Revenues on each Interest Payment Date pursuant to the special mandatory redemption provisions of the Indenture, and the interest paid on each Interest Payment Date, was as follows:

[insert or attach table with payment information]

For the Semi-Annual Reporting Period ended [March 1][September 1], 20__, the amount of principal on the Series 2024A Bonds paid from the Series 2024A Project Account or the Series 2024A Escrowed Project Account on each Interest Payment Date pursuant to the extraordinary mandatory redemption provisions of the Indenture was as follows:

[insert or attach table with payment information]

The Series 2024A Bonds were outstanding in the principal amount of \$_____ at the end of the Semi-Annual Reporting Period ended [March 1][September 1], 20____.

* * *

For each Semi-Annual Reporting Period, insert the table below with respect to the Series 2024A Escrowed Project Account of the Escrowed Project Fund, including inserting the applicable response for the **“If Escrow Release Condition Satisfied”** and **“If Escrow Release Condition Failed”** columns.

Escrow Release Conditions	Escrowed Amount	Description of Condition	Satisfaction Deadline	If Escrow Release Condition Satisfied	If Escrow Release Condition Failed
First Escrow Release Conditions	\$ _____	Trustee receives (a) not less than \$ _____ of Revenues by _____ 1, 20____ or (b) not less than \$ _____ of Revenues by _____ 1, 20____.	(a) _____ 1, 20____ or, if condition not met by such date, (b) _____ 1, 20____.	[N/A][The First Escrow Release Conditions were satisfied and the First Escrowed Amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024A Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][The First Escrow Release Conditions were not satisfied and the First Escrowed Amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024A Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
Second Escrow Release Conditions					
(a)	\$ _____	Margaritaville Resort Hotel [and Atlas 9 Museum] have achieved “dry-in,” as such term is commonly used in the construction industry	October 31, 2024	[N/A][Clause (a) of the Second Escrow Release Conditions was satisfied and a portion of the Second Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024A Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (a) of the Second Escrow Release Conditions was not satisfied and a portion of the Second Escrowed Amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024A Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
(b)	\$ _____	Margaritaville Resort Hotel is fully constructed, completed and open and operating	_____, 20____	[N/A][Clause (b) of the Second Escrow Release Conditions was satisfied and a portion of the Second Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024A Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (b) of the Second Escrow Release Conditions was not satisfied and a portion of the Second Escrowed Amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024A Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
Third Escrow Release Conditions					
(a)	\$ _____	[Margaritaville Resort Hotel and] Atlas 9 Museum have achieved “dry-in,” as such term is commonly used in the construction industry	October 31, 2024	[N/A][Clause (a) of the Third Escrow Release Conditions was satisfied and a portion of the Third Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024A Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (a) of the Third Escrow Release Conditions was not satisfied and a portion of the Third Escrowed Amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024A Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
(b)	\$ _____	Atlas 9 Museum is fully constructed, completed and open and operating	_____, 20____	[N/A][Clause (b) of the Third Escrow Release Conditions was satisfied and a portion of the Third Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024A Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (b) of the Third Escrow Release Conditions was not satisfied and a portion of the Third Escrowed Amount of \$ _____ was withdrawn from the Series 2024A Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024A Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024A Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Jeffrey Conway, Assistant Counsel jconway@wycokck.org x5075	Legal
AGENDA ITEM #9.3.		
ORDINANCE: AUTHORIZING COMMUNITY IMPROVEMENT DISTRICT, SERIES 2024B		
BACKGROUND		
Approve an ordinance authorizing the issuance of taxable Community Improvement District (CID) sale tax revenue bonds, series 2024B, in the maximum principal amount of \$25 million, and approving the Bond Trust Indenture, the Bond Purchase Agreement, and the Issuer Continuing Disclosure Agreement, submitted by Jeff Conway, Senior Counsel. <i>This item was scheduled to appear before the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, on April 29, 2024. It was requested and approved to fast-track this item to the May 2, 2024, full commission meeting.</i>		
RECOMMENDATION		
Approve Fast Track		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Bond Ordinance - HF CID Bonds 2024B (UG), Indenture 4 - HF CID Bonds - Special Assessments (UG), Bond Purchase Agreement - UG Special Assessment Bonds - Series 2024B, Issuer's CDA - UG CID Special Assessment Revenue Bonds - Series 2024B		

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

ORDINANCE NO. O-____-24

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAXABLE COMMUNITY IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (HOMEFIELD PROJECT), SERIES 2024B IN THE MAXIMUM PRINCIPAL AMOUNT OF \$25,000,000 OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF FUNDING COSTS OF A CERTAIN PROJECT; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), is a municipal corporation organized and existing pursuant to the laws of the State of Kansas (the “State”) as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class; and

WHEREAS, pursuant to Ordinance No. O-101-23, passed on September 14, 2023 and published on September 28, 2023, and pursuant to K.S.A. 12-6a26 *et seq.*, as amended and supplemented, and other provisions of the laws of the State applicable thereto, by proceedings duly had, the governing body of the Unified Government: (i) authorized the development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N. 86" Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas, as further described in the Petition for the Creation of a Community Improvement District dated August 7, 2023 (the “Project”); and (ii) created the Homefield Community Improvement District (the “District”); and

WHEREAS, pursuant to Ordinance No. O-127-23, passed on September 28, 2023 and published on October 5, 2023 (the “Assessment Ordinance”), and the provisions of the Act, the Unified Government has levied maximum special assessments on property within the District to pay a portion of the costs of the Project; and

WHEREAS, the Unified Government has determined that it is in the best interests of the Unified Government to issue a maximum principal amount of \$25,000,000 aggregate principal amount of Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (the “Series 2024B Bonds”) for the purposes set forth in **Section 1** hereof; and

WHEREAS, the Unified Government has the authority to issue the Series 2024B Bonds pursuant to the Constitution and statutes of the State including K.S.A. 12-6a26 *et seq.*, as amended and supplemented from time to time; and

WHEREAS, any capitalized terms used herein not otherwise defined shall have their respective meaning as set forth in the Indenture (herein defined).

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

Section 1. Authorization of the Series 2024B Bonds. The Unified Government is hereby authorized to issue and sell the Series 2024B Bonds and use the proceeds to fund a debt service reserve fund, fund a special reserve fund (if necessary), fund capitalized interest, fund an extraordinary expense fund (if necessary), fund certain Project costs, and pay certain issuance costs related to the Series 2024B Bonds. The Series 2024B Bonds (i) shall be issued in a principal amount not to exceed \$25,000,000 (ii) shall bear interest at rates not to exceed the maximum rate permitted by law (i.e., the yield on the 10-year U.S. Treasury bonds plus 4.00%), (iii) shall have a final maturity not later than 2045, (iv) shall be sold by Stifel, Nicolaus & Company, Incorporated (the “Initial Purchaser”), and (v) shall be subject to optional redemption at the option of the Unified Government no later than September 1, 2034 in whole or in part at any time at 100% of the principal amount to be redeemed, plus interest accrued thereon to the redemption date. The final terms of the Series 2024B Bonds shall be specified in the Indenture and the Purchase Agreement described herein upon the execution thereof, and the signatures of the Mayor/CEO (or, in the Mayor/CEO’s absence, the acting Mayor/CEO) or the County Administrator when executing such Indenture and the Purchase Agreement shall constitute conclusive evidence of the Unified Government’s approval thereof.

The Series 2024B Bonds, together with interest thereon and premium, if any, are not general obligations of the Unified Government but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Series 2024B Bonds be payable out of any funds or properties other than those pledged or acquired under the Indenture, and the Series 2024B Bonds shall not be deemed to constitute a debt or liability of the Unified Government, the State, or of any political subdivision thereof and the issuance of the Series 2024B Bonds shall not, directly, indirectly or contingently, obligate the Unified Government, the State or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Series 2024B Bonds, the Indenture, the proceedings of the Unified Government authorizing the Series 2024B Bonds or the Act shall be construed to be a debt or loan of credit of the Unified Government, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to and reviewed by the Unified Government at this meeting (copies of which documents shall be filed in the records of the Unified Government), and the Unified Government is hereby authorized to execute and deliver each of such documents to which the Unified Government is a party (the “Unified Government Documents”) with such changes therein as shall be approved by the officer or officers of the Unified Government executing such documents, such officers’ signatures thereon being conclusive evidence of their approval and the Unified Government’s approval thereof:

(a) Bond Trust Indenture dated as of the date stated therein (the “Indenture”), between the Unified Government and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”);

(b) Bond Purchase Agreement dated the date of execution thereof (the “Purchase Agreement”), between the Unified Government and the Initial Purchaser; and

(c) Unified Government’s Issuer Continuing Disclosure Agreement (Series 2024B) dated as of the date stated therein between the Unified Government and Security Bank of Kansas City, Kansas City, Kansas, as dissemination agent, relating to the Series 2024B Bonds.

Section 3. Approval of Use of Limited Offering Memorandum. The Unified Government hereby approves the use of the Preliminary Limited Offering Memorandum, from which a final Limited Offering Memorandum shall be drafted (collectively, the “Series 2024B Limited Offering Memorandum”), in connection with the sale of the Series 2024B Bonds, in substantially the form presented to the Unified Government, with such changes therein as shall be necessary to provide for the execution of such document by the Unified Government, such officer’s signature thereon being conclusive evidence of his approval and the Unified Government’s approval thereof.

The Series 2024B Limited Offering Memorandum and the use and distribution thereof by the Initial Purchaser is hereby approved. For the purpose of enabling the Initial Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Mayor/CEO of the Unified Government is hereby authorized and directed to deem the Series 2024B Limited Offering Memorandum to be “final” as of its respective dates, except for the omission of such information as is permitted by the Rule, and, if requested, to provide the Initial Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as the Mayor/CEO or County Administrator of the Unified Government in their reasonable judgment deems necessary to enable the Initial Purchaser to comply with the requirements of such Rule.

Section 4. Execution of Series 2024B Bonds and Documents. The Mayor/CEO of the Unified Government (and in the Mayor/CEO’s absence, the acting Mayor/CEO) is hereby authorized and directed to execute the Series 2024B Bonds and to deliver the Series 2024B Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Unified Government in the manner provided in the Indenture. The Mayor/CEO of the Unified Government (and in the Mayor/CEO’s absence, the acting Mayor/CEO) or County Administrator is hereby authorized and directed to execute the Unified Government 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 Unified Government. The Clerk of the Unified Government is hereby authorized and directed to attest to and affix the seal of the Unified Government to the Series 2024B Bonds, the Unified Government Documents and such other documents, certificates and instruments as may be necessary.

Section 5. Security for the Series 2024B Bonds. The Unified Government shall deposit the Revenues (as defined in the Indenture) into the Revenue Fund (as defined in the Indenture). The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Revenue Fund and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Series 2024B Bonds. The moneys in the Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and the Indenture. The Revenues shall be determined and collected in the manner provided by law and as provided in the Indenture.

Section 6. Further Authority. The Unified Government shall, and the officers, employees and agents of the Unified Government, including Gilmore & Bell, P.C., as Bond Counsel to the Unified Government, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the Unified Government with respect to the Series 2024B Bonds and the Unified Government Documents, including, but not limited to, agreements with respect to the investment of funds held under the Indenture.

Section 7. Electronic Transactions. The issuance of the Series 2024B Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by

electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. Governing Law. This Ordinance and the Series 2024B Bonds shall be governed by and construed in accordance with the applicable laws of the State.

Section 9. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Unified Government and publication in the official Unified Government newspaper as provided by law.

PASSED by the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas on _____, 2024 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

(PUBLISHED IN THE *WYANDOTTE ECHO* ON _____, 2024)

SUMMARY OF ORDINANCE NO. O-____-24

On _____, 2024, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAXABLE COMMUNITY IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (HOMEFIELD PROJECT), SERIES 2024B IN THE MAXIMUM PRINCIPAL AMOUNT OF \$25,000,000 OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF FUNDING COSTS OF A CERTAIN PROJECT; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2024B Bonds approved by the Ordinance are being issued in the maximum principal amount stated therein to finance a certain Project in the Unified Government and are not general obligations of the Unified Government but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Clerk of the Unified Government, 701 N. 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 <http://public.wycokck.org/sites/ugordinancesresolutions/Pages/default.aspx>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: _____, 2024.

Office of Chief Counsel

DRAFT: APRIL 23, 2024

BOND TRUST INDENTURE

Dated as of June 1, 2024

Between

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

And

**SECURITY BANK OF KANSAS CITY
as Trustee**

Relating to:

**\$(Principal)
TAXABLE COMMUNITY IMPROVEMENT DISTRICT SPECIAL ASSESSMENT
REVENUE BONDS
(HOMEFIELD PROJECT)
SERIES 2024B**

BOND TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Granting Clauses	1

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101.	Definitions of Words and Terms	2
Section 102.	Rules of Construction	10

ARTICLE II

AUTHORIZATION OF BONDS

Section 201.	Authorization, Issuance and Terms of Bonds	11
Section 202.	Description of the Series 2024B Bonds	12
Section 203.	Method and Place of Payment of the Bonds	13
Section 204.	Payments Due on Saturdays, Sundays and Holidays	14
Section 205.	Registration, Transfer and Exchange of Bonds	14
Section 206.	Execution, Registration, Authentication and Delivery of Bonds	15
Section 207.	Mutilated, Lost, Stolen or Destroyed Bonds	15
Section 208.	Cancellation and Destruction of Bonds Upon Payment	16
Section 209.	Nonpresentment of Bonds	16
Section 210.	Book-Entry Bonds; Securities Depository	16
Section 211.	Authorization of Additional Bonds	17

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds Generally	20
Section 302.	Redemption of Series 2024B Bonds	20
Section 303.	Selection of Bonds to be Redeemed	21
Section 304.	Notice of Redemption of Bonds	21
Section 305.	Effect of Call for Redemption	23

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 401.	Creation of Funds and Accounts	23
Section 402.	Deposit of Bond Proceeds and Other Moneys	24

Section 403.	Application of Moneys in the Costs of Issuance Fund.....	25
Section 404.	Application of Moneys in the Project Fund	25
Section 405.	Debt Service Fund.....	25
Section 406.	Debt Service Reserve Fund	26
Section 407.	Special Reserve Fund	27
Section 408.	Escrowed Project Fund.....	28
Section 409.	Extraordinary Expense Fund.....	29

ARTICLE V

COLLECTION AND APPLICATION OF REVENUES; REPORTING

Section 501.	Transfer of Revenues	29
Section 502.	Application of Moneys in the Revenue Fund.....	29

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601.	Deposits of Moneys.....	31
Section 602.	Investment of Moneys	31

ARTICLE VII

REFUNDING BONDS

Section 701.	Refunding Bonds.....	31
--------------	----------------------	----

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801.	Authority to Issue Bonds and Execute Indenture	31
Section 802.	Limited Obligations.....	31
Section 803.	Payment of Bonds	32
Section 804.	Performance of Covenants	32
Section 805.	Inspection of Books.....	32
Section 806.	Enforcement of Rights	32
Section 807.	Recording and Filing.....	32
Section 808.	Continuing Disclosure.....	32
Section 809.	Development Agreement.....	33
Section 810.	Special Indenture Covenants of the Issuer	33

ARTICLE IX

DEFAULT AND REMEDIES

Section 901.	Events of Default.....	33
Section 902.	No Acceleration of Maturity	34
Section 903.	Exercise of Remedies by the Trustee	34

Section 904.	Trustee May File Proofs of Claim.....	35
Section 905.	Limitation on Suits by Bondowners.....	35
Section 906.	Control of Proceedings by Bondowners.....	36
Section 907.	Application of Moneys Collected	36
Section 908.	Rights and Remedies Cumulative	38
Section 909.	Delay or Omission Not Waiver.....	38
Section 910.	Waiver of Past Defaults.....	38

ARTICLE X

THE TRUSTEE

Section 1001.	Acceptance of Trusts; Certain Duties and Responsibilities	38
Section 1002.	Certain Rights of Trustee	39
Section 1003.	Notice of Defaults	42
Section 1004.	Compensation and Reimbursement.....	42
Section 1005.	Corporate Trustee Required; Eligibility.....	42
Section 1006.	Resignation and Removal of Trustee	43
Section 1007.	Appointment of Successor Trustee	44
Section 1008.	Acceptance of Appointment by Successor.....	44
Section 1009.	Merger, Consolidation and Succession to Business.....	44
Section 1010.	Co-Trustees and Separate Trustees	45
Section 1011.	Designation of Paying Agents.....	46

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101.	Supplemental Indentures without Consent of Bondowners	46
Section 1102.	Supplemental Indentures with Consent of Bondowners	47
Section 1103.	Execution of Supplemental Indentures	47
Section 1104.	Effect of Supplemental Indentures	48
Section 1105.	Reference in Bonds to Supplemental Indentures	48

ARTICLE XII

SATISFACTION AND DISCHARGE

Section 1201.	Payment, Discharge and Defeasance of Bonds.....	48
Section 1202.	Satisfaction and Discharge of Indenture	50
Section 1203.	Rights Retained After Discharge.....	50

ARTICLE XIII

[RESERVED]

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401.	Compliance Certificates and Opinions.....	50
Section 1402.	Notices, Consents and Other Instruments by Registered Bondowners	51
Section 1403.	Further Authority.....	52
Section 1404.	Severability.....	52
Section 1405.	Governing Law	52
Section 1406.	Notices.....	52
Section 1407.	Electronic Transaction.....	53
Section 1408.	Execution in Counterparts	53

Exhibit A - Legal Description of the CID

Exhibit B - Form of Bonds

Exhibit C - Form of Written Request - Costs of Issuance Fund

Exhibit D - Form of Written Request – Project Fund

Exhibit E – Series 2024B Projected Special Mandatory Redemption Schedule

Exhibit F – Form of Certificate(s) relating to Escrowed Project Fund

BOND TRUST INDENTURE

THIS BOND TRUST INDENTURE (the “Indenture”), entered into as of June 1, 2024, between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (the “Issuer”) and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having a corporate trust office located in the City of Kansas City, Kansas, as trustee (the “Trustee”).

RECITALS

1. The Issuer is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”) as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class.

2. Pursuant to Ordinance No. O-101-23, passed on September 14, 2023 and published on September 28, 2023, and pursuant to K.S.A. 12-6a26 *et seq.*, as amended and supplemented (the “Act”), and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer: (i) authorized the development of a mixed-use commercial development located generally within the areas lying north of State Avenue, south of Parallel Parkway, west of N 86th Street, and east of Interstate 435 in Kansas City, Wyandotte County, Kansas, including the construction, maintenance, and procurement of certain improvements, costs, and services within the CID (as hereinafter defined), including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft Project Costs, and the Issuer’s and the Developer’s (as hereinafter defined) administrative costs in establishing and maintaining the CID, and any other items permitted to be financed within the CID under the Act in Kansas City, Kansas, as further described in the Petition (the “Project”); and (ii) created the Homefield Community Improvement District in the area legally described on **Exhibit A** attached hereto (the “CID”), and authorized the imposition of special assessments within the CID, such maximum special assessments imposed pursuant to Ordinance No. O-127-23, passed on September 28, 2023 (the “CID Special Assessments” as further defined herein).

3. On [May 2], 2024, the Issuer passed Ordinance No. O-[]-24 (the “Ordinance”) authorizing the issuance of its Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project) Series 2024B (the “Series 2024B Bonds” and, together with any Additional Bonds, as hereinafter defined, the “Bonds”), in the maximum aggregate principal amount of \$[] to (a) fund a debt service reserve fund for the Series 2024B Bonds, **fund a special reserve fund for the Series 2024B Bonds**, fund capitalized interest on the Series 2024B Bonds, fund an extraordinary expense fund and fund a portion of the Project Costs and (b) pay the costs of issuing the Series 2024B Bonds.

4. Pursuant to the Ordinance, the Issuer is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Series 2024B Bonds as hereinafter provided.

GRANTING CLAUSES

To determine the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the promises, the acceptance by the Trustee of the trusts created by this Indenture, and the purchase and acceptance of the Bonds by the Bondowners, the Issuer hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest to the Trustee in, the property described in paragraphs (a), (b) and (c) below (said property referred to herein as the “Trust Estate”):

(a) all moneys and securities from time to time held by the Trustee under the terms of this Indenture; and

(b) Revenues; and

(c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every Bondowner, without preference, priority or distinction as to participation in lieu, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Bondowners, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Indenture, the following capitalized words and terms as used in this Indenture shall have the following meanings:

“**Additional Bonds**” means any additional parity Bonds issued by the Issuer pursuant to **Section 211** of this Indenture that stand on a parity and equality under this Indenture with the Series 2024B Bonds.

“**Atlas 9**” shall have the meaning given such term in the Development Agreement.

“Authorized Denominations” means initially \$5,000 or any integral multiple in excess thereof and, with respect to any Additional Bonds, as may be otherwise specified in the Supplemental Indenture pursuant to which such series of Additional Bonds is issued.

“Authorized Issuer Representative” means the Mayor/CEO, the County Administrator, the Chief Financial Officer or the Unified Government Clerk or such other person at the time designated to act on behalf of the Issuer as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor/CEO. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel.

“Bond Purchase Agreement” means, with respect to a series of Bonds, the Bond Purchase Agreement between the Original Purchaser and the Issuer relating to such series of Bonds.

“Bond Register” means the books for the registration, transfer and exchange of the Bonds kept at the office of the Trustee.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending December 31.

“Bondowner” has the same meaning as “Registered Bondowner.”

“Bonds” means the Series 2024B Bonds and any Additional Bonds authorized and issued pursuant to this Indenture.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Trustee is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“CID” means the Homefield Community Improvement District created by Ordinance No. O-101-23 passed by the governing body of the Issuer on September 14, 2023, and legally described in **Exhibit A** hereto.

“CID Sales Tax” means a sales tax of 2.0% levied within the CID by Ordinance No. O-101-23 approved on September 14, 2023 with a term commencing April 1, 2025 and ending no later than March 31, 2047.

“CID Special Assessments” means the special assessments levied within the CID by Ordinance No. O-127-23 passed on September 28, 2023, commencing in calendar year 2025 for a maximum of 20 years thereafter.

“Closing Date” means the date the Issuer issues and delivers a series of Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Continuing Disclosure Agreement” means collectively (a) with respect to the Series 2024B Bonds, collectively, (i) the Issuer Continuing Disclosure Agreement and (ii) the Developer Continuing Disclosure Agreement, and (b) with respect to a series of Additional Bonds, a Continuing Disclosure Agreement relating to such series of Bonds between a Disclosure Party and the dissemination agent identified therein, each as may be amended from time to time in accordance with the provisions thereof.

“Costs of Issuance” means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Fund” means the account by that name created by **Section 401** hereof.

“Debt Service Fund” means the account by that name created by **Section 401** hereof.

“Debt Service Reserve Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Reserve Requirement” means (a) with respect to the Series 2024B Bonds, \$[dsrf], provided that if moneys are transferred to the Series 2024B Debt Service Account of the Debt Service Fund from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund after the Escrow Transfer Date pursuant to **Section 406(c)**, the Debt Service Reserve Requirement with respect to the Series 2024B Bonds shall be reduced by the amount so transferred, and (b) with respect to a series of Additional Bonds, unless otherwise specified by the Issuer in the Supplemental Indenture authorizing such series of Bonds, the least of (i) 10% of the original principal amount of such series of Bonds, (ii) maximum annual debt service on such series of Bonds, or (iii) 125% of average annual debt service on such series of Bonds.

“Defaulted Interest” means interest on any Bond that is payable but not paid on any Interest Payment Date.

“Defeased Term Bonds” means Term Bonds for which a defeasance escrow has been established pursuant to **Article X** of this Indenture.

“Developer” means HFS KCK, LLC, a Kansas limited liability company and its successors and assigns.

“Developer Continuing Disclosure Agreement” means the Developer Continuing Disclosure Agreement dated the Closing Date for the Series 2024B Bonds between the Developer and Security Bank of Kansas City, as dissemination agent, as may be amended from time to time in accordance with the provisions thereof.

“Developer Representative” means [] or any other duly authorized member of the Developer whose authority to execute any particular instrument or take a particular action under this Indenture or any Financing Document shall be evidenced to the satisfaction of the Trustee.

“Development Agreement” means the Assignment, Assumption and Second Amended and Restated Development Agreement between the Issuer and Developer dated as of January 27, 2022, as may be further amended and supplemented, including by a First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023, and a Second

Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of [____], 2024.

“Disclosure Party” means the Issuer, the Developer or any other Person that has agreed to provide disclosure information pursuant to a Continuing Disclosure Agreement.

“Dissemination Agent” means the Trustee or any successor dissemination agent for the Continuing Disclosure Agreement.

“Escrow Release Conditions” means (a) with respect to the Series 2024B Bonds, collectively, the First Escrow Release Conditions, the Second Escrow Release Conditions and the Third Escrow Release Conditions; provided that such Escrow Release Conditions may occur in any order with, for example, the Second Escrow Release Conditions occurring prior to the First Escrow Release Conditions, and (b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, the escrow release conditions specified for such series of Bonds in the Supplemental Indenture authorizing such series of Bonds.

“Escrow Transfer Date” means: (a) with respect to the Series 2024B Bonds,

(i) with respect to the First Escrowed Amount, the earlier of [_____, 202__] or [_____, 202__] by which the First Escrow Release Conditions have been met;

(ii) October 31, 2024, with respect to clause (a) of the Second Escrow Release Conditions, and [_____, 202__] with respect to clause (b) of the Second Escrow Release Conditions; and

(iii) October 31, 2024, with respect to clause (a) of the Third Escrow Release Conditions, and [_____, 202__] with respect to clause (b) of the Third Escrow Release Conditions; and

(b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, the date specified for such series of Bonds in the Supplemental Indenture authorizing such series of Bonds.

“Escrowed Amount” means (a) with respect to the Series 2024B Bonds, collectively, the First Escrowed Amount, the Second Escrowed Amount and the Third Escrowed Amount, and (b) with respect to any Additional Bonds for which a portion of the proceeds is deposited in the Escrowed Project Fund, the escrowed amounts specified for such series of Bonds in the Supplemental Indenture authorizing such series of Bonds.

“Escrowed Project Fund” means the fund by that name created by **Section 401** hereof.

“Event of Default” means any event or occurrence as defined in **Section 901** hereof.

“Extraordinary Expense Fund” means the fund by that name created by **Section 401** hereof.

“Financing Documents” means, with respect to a series of Bonds, this Indenture, the Bonds, the Development Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Limited Offering Memorandum relating to the Bonds, any and all other documents or instruments that evidence or are a part of the transactions referred to in this Indenture, any Supplemental Indenture, the Development Agreement, or the Limited Offering Memorandum or contemplated by this Indenture, the

Development Agreement or the Limited Offering Memorandum; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Financing Documents by a particular party, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“First Escrow Release Conditions” means the receipt by the Trustee of the cumulative amount of (a) not less than \$[] of Revenues not later than [] 1, 20__ or (b) if the amount of Revenues listed in clause (a) are not received by the Trustee by such date listed in clause (a), the receipt of not less than \$[] of Revenues not later than [] 1, 20__, as evidenced by a written certificate of the Trustee delivered to the Issuer, the Original Purchaser and the Developer in substantially the form attached as **Exhibit F**.

“First Escrowed Amount” means \$[1,000,000].

“Force Majeure” shall have the meaning given such term in the Development Agreement.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Indenture” means this Bond Trust Indenture as originally executed by the Issuer and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of this Indenture.

“Interest Payment Date” or **“Interest Payment Dates”** means (a) with respect to the Series 2024B Bonds, each March 1 and September 1, commencing March 1, 2025, and (b) with respect to any Additional Bonds, (i) each March 1 and September 1, commencing on the date set forth in the Supplemental Indenture authorizing such series of Bonds, or (ii) in the event that the Series 2024B Bonds have been paid in full, the payment date or dates specified for such series of Bonds in the Supplemental Indenture authorizing such Bonds.

“Issuer’s Continuing Disclosure Agreement” means the Issuer’s Continuing Disclosure Agreement dated the Closing Date for the Series 2024B Bonds between the Issuer and Security Bank of Kansas City, as dissemination agent.

“Limited Offering Memorandum” means (a) with respect to the Series 2024B Bonds, the Limited Offering Memorandum dated [], 2024 relating to the Series 2024B Bonds and (b) with respect to any Additional Bonds, the official statement, offering memorandum or similar disclosure document relating to such series of Bonds.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or at a call for redemption or otherwise.

“Officer’s Certificate” means a written certificate of the Issuer, substantially in the form described in **Section 1401** hereof signed by the Authorized Issuer Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Issuer with respect to matters set forth therein.

“Opinion of Bond Counsel” means a written opinion of any legal counsel acceptable to the Issuer and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

“Opinion of Counsel” means a written opinion in the form described in **Section 1401** hereof of any legal counsel acceptable to the recipients thereof, who may be an employee of or counsel to the Issuer or the Trustee.

“Original Purchaser” means (a) with respect to the Series 2024B Bonds, Stifel, Nicolaus & Company, Incorporated, and (b) with respect to Additional Bonds, the entity that agrees to purchase such Additional Bonds pursuant to the related Bond Purchase Agreement.

“Outstanding” means, when used with respect to Bonds, as of any particular date, the Bonds theretofore issued and delivered under this Indenture, except

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1201** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

“Participant” means a member of, or a participant in, the Securities Depository.

“Paying Agent” means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture at which the principal of, redemption premium, if any, and interest on the Bonds shall be payable.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the Issuer’s moneys held in the funds and accounts referred to in **Section 401** hereof:

- (a) Government Obligations;
- (b) bonds or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state (including the Trustee and its affiliates), that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Issuer;

(d) obligations of Fannie Mae, Government National Mortgage Association, Federal Financing Bank, Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state (including the Trustee and its affiliates), provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are registered with the Securities and Exchange Commission (“SEC”) meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940 and which invest in securities as are described above in (a), (b) or (d); and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

“Project Costs” means “CID Project Costs” as defined in the Development Agreement.

“Project Fund” means the fund by that name created by **Section 401** hereof.

“Projected Special Mandatory Redemption Schedule” means, with respect to a Term Bond, the schedule of projected Special Mandatory Redemptions of such Term Bond set forth in **Exhibit E** to this Indenture (with respect to the Series 2024B Bonds) or the Supplemental Indenture authorizing the issuance of such Term Bond (with respect to any Additional Bonds).

“Qualified Institutional Buyer” has the meaning set forth in Rule 144A of the Securities and Exchange Commission, as amended from time to time.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Account” means the account by that name created in **Section 401**, to be held within the Debt Service Fund.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Indenture.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Indenture, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Registered Bondowner” or **“Bondowner”** when used with respect to any Bond means the person in whose name such Bond is registered on the Bond Register.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 210(b)**.

“Revenue Fund” means the fund by that name created by **Section 401** hereof.

“Revenue Study” means the Community Improvement District Market Study and Revenue Analysis dated [_____, 2024] of PGAV Planners, LLC, St. Louis, Missouri.

“Revenues” means the amounts received by the Issuer from the imposition of the CID Special Assessments less an Issuer administrative fee of 1%.

“Second Escrow Release Conditions” means that (a) *first*, no later than October 31, 2024, the Themed Hotel [has][and Atlas 9 have] achieved “dry-in,” as such term is commonly used in the construction industry, as evidenced by a certificate of the general contractor(s) for the Themed Hotel[, Atlas 9,] and the Issuer’s chief building official in the form of **Exhibit F** and (b) *second*, no later than [_____, 202_], the Themed Hotel is fully constructed, completed and open and operating, as evidenced by a certificate of the Developer and the Issuer in the form of **Exhibit F**.

“Second Escrowed Amount” means \$[3,325,000] in the aggregate and more specifically (a) \$[1,662,500] with respect to clause (a) of the Second Escrow Release Conditions and (b) the amount remaining in the Escrowed Project Fund relating to the Second Escrowed Amount (not to exceed \$[3,325,000] of aggregate disbursements from the Second Escrowed Amount) with respect to clause (b) of the Second Escrow Release Conditions.

“SEC Rule” means Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2024A Bond” or **“Series 2024A Bonds”** means any of the Issuer’s Tax-Exempt Community Improvement District Sales Tax Revenue Bonds (Homefield Project), Series 2024A, in the original principal amount of \$[_____] , authorized and issued contemporaneously with the Series 2024B Bonds pursuant to a Bond Trust Indenture dated as of June 1, 2024.

“Series 2024B Bond” or **“Series 2024B Bonds”** means any of the Issuer’s Taxable Community Improvement District Special Assessment Bonds (Homefield Project), Series 2024B, in the original principal amount of \$[_____] authorized and issued pursuant to this Indenture.

“Special Mandatory Redemption” means a mandatory redemption pursuant to **Section 302** or any similar provision of a Supplemental Indenture.

[**“Special Reserve Fund”** means the fund by that name created by **Section 401** hereof.]

“State” means the State of Kansas.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article XI** of this Indenture.

“Term Bonds” means such maturities of Bonds that are specified as “Term Bonds” in this Indenture (with respect to the Series 2024B Bonds) or the Supplemental Indenture authorizing the issuance of such Bonds (with respect to any Additional Bonds).

“Themed Hotel” shall have the meaning given such term in the Development Agreement.

“Third Escrow Release Conditions” means that (a) *first*, no later than October 31, 2024, [the Themed Hotel and]Atlas 9 [have][has] achieved “dry-in,” as such term is commonly used in the construction industry, as evidenced by a certificate of the general contractor(s) for [the Themed Hotel,]Atlas 9[,], and the Issuer’s chief building official in the form of **Exhibit F** and (b) *second*, no later than [_____, 202_], Atlas 9 is fully constructed, completed and open and operating, as evidenced by a certificate of the Developer and the Issuer in the form of **Exhibit F**.

“Third Escrowed Amount” means \$[1,425,000] in the aggregate and more specifically (a) \$[712,500] with respect to clause (a) of the Third Escrow Release Conditions and (b) the amount remaining in the Escrowed Project Fund relating to the Third Escrowed Amount (not to exceed \$[1,425,000] of aggregate disbursements from the Third Escrowed Amount) with respect to clause (b) of the Third Escrow Release Conditions.

“Treasurer” means the duly appointed and acting Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy or acting Treasurer of the Issuer. Pursuant to the provisions of the Unified Government Cash Management and Investment Policy, the Chief Financial Officer is the duly appointed Treasurer.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means Security Bank of Kansas City, Kansas City, Kansas, in its capacity as trustee hereunder, and its successors or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“Unified Government” means the Unified Government of Wyandotte County/Kansas City, Kansas, and any successors or assigns.

“Value,” as of any particular time of determination, means, (a) with respect to cash the face value thereof, (b) with respect to any investments, other than those in the Debt Service Reserve Fund, the lower of the cost of the investment or the market price of the investment excluding accrued interest on the date of valuation, and (c) with respect to any investments in the Debt Service Reserve Fund, the market price of the investment excluding accrued interest on the date of valuation.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, partnerships, associations, corporations, limited liability companies, public bodies, and natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

(a) *Authorized Amount of Bonds.* The Issuer may issue Bonds in one or more series from time to time under this Indenture, but subject to the provisions of this Indenture. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of Bonds, the number of Bonds and series of Bonds that may be issued under this Indenture is not limited, except with respect to the Series 2024B Bonds as provided in **Section 202** hereof. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series.

(b) *Title of Bonds.* The general title of the Bonds authorized to be issued under this Indenture shall be “Community Improvement District Special Assessment Revenue Bonds (Homefield Project)” with such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular series as the Issuer may determine.

(c) *Form of Bonds.* Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit B** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

(d) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.

(e) *Numbering.* Unless the Issuer directs otherwise, the Bonds shall be numbered from R-1 upward.

(f) *Dating.* The Bonds shall be dated as of the date of issuance.

Section 202. Description of the Series 2024B Bonds.

(a) The Series 2024B Bonds are authorized and issued pursuant to the Ordinance, and are issued under and secured by this Indenture in an aggregate principal amount of \$[Principal], to (i) fund a deposit to the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund, (ii) [fund a deposit to the Series 2024B Special Reserve Account of the Special Reserve Fund,](iii) fund capitalized interest for the Series 2024B Bonds, (iv) [fund the Extraordinary Expense Fund,](v) fund a portion of the Project Costs, (vi) fund a deposit to the Series 2024B Escrowed Project Account of the Escrowed Project Fund, and (vii) pay the costs of issuing the Series 2024B Bonds.

(b) The Series 2024B Bonds shall be issued as term bonds and be dated the date of their original issuance and delivery and become due in the principal amounts, on the Stated Maturity dates, and subject to redemption and payment, prior to their Stated Maturity as provided in **Article III** hereof shall bear interest at the rates per annum as follows:

SERIES 2024B TERM BONDS

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
March 1, 20__	\$	%
March 1, 20__		
March 1, 20__		

The Series 2024B Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from their date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 203** hereof.

(c) The Series 2024B Bonds shall be executed substantially in the form and manner set forth in **Exhibit B** and delivered to the Trustee for authentication. When the Series 2024B Bonds have been executed and authenticated as required by this Indenture and the Trustee has received payment in full of the purchase price of the Series 2024B Bonds, then the Trustee shall deliver the Series 2024B Bonds as set forth in **Section 206** hereof and there shall have been filed with the Trustee the following:

(1) A copy, certified by the Clerk of the Issuer, of the Ordinance adopted by the Issuer authorizing the issuance of the Series 2024B Bonds and the execution of this Indenture and any other Financing Documents as may be necessary.

(2) Original executed counterparts of this Indenture and the Development Agreement.

(3) A request and authorization to the Trustee, on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Series 2024B Bonds and deliver the Series 2024B Bonds as set forth in **Section 206** hereof upon payment to the Trustee, for the account of the Issuer, of the initial purchase price thereof. The proceeds of the sale of such Series 2024B Bonds shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof.

(4) An Opinion of Bond Counsel, dated the date of original issuance of the Series 2024B Bonds, in the form required by the Bond Purchase Agreement.

(5) Such other opinions, certificates, statements, receipts and documents required by any of the Financing Documents or as the Issuer or the Trustee shall reasonably require for the delivery of the Series 2024B Bonds.

Section 203. Method and Place of Payment of the Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; provided, however, that the Issuer may provide for any such payment by electronic transfer of funds.

(b) The principal of and the redemption premium, if any, on all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the Bond Register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the principal corporate trust office of the Trustee or of any Paying Agent named in the Bonds.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid by the Trustee to the registered owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest, (i) by check or draft mailed to such registered owner at his address as it appears on the Bond Register or at such other address as is furnished to the Trustee in writing by such owner, or (ii) by electronic transfer in the case of a principal or interest payment to (A) the Securities Depository or (B) a registered owner upon written notice delivered to the Trustee not less than five days prior to the Record Date from and signed by such registered owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such registered owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee is payable.

(d) Interest on any Bond that is due and payable but not paid within three days of the date due ("Defaulted Interest") shall cease to be payable to the owner of such Bond on the relevant Record Date and shall be payable to the owner in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the owners of the Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(e) Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 204. Payments Due on Saturdays, Sundays and Holidays. In any case where an Interest Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Interest Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date, and no interest shall accrue for the period after such Interest Payment Date.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Trustee as herein provided. Each Bond when issued shall be registered in the name of the Bondowner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the principal corporate trust office of the Trustee, the Trustee shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

(c) **The Series 2024B Bonds and beneficial interests therein may only be purchased by and transferred to Qualified Institutional Buyers in Authorized Denominations.** Any Supplemental Indenture may contain restrictions on the transfer of Additional Bonds authorized by such Supplemental Indenture.

(d) Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Trustee, duly executed by the Bondowner thereof or by the Bondowner's duly authorized agent.

(e) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. The fees and expenses of the Trustee for the registration, transfer and exchange of Bonds provided for by this Indenture and the cost of printing a reasonable supply of registered bond blanks shall be paid to the Trustee from the Revenue Fund. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Trustee, are the responsibility of the Bondowners of the Bonds. In the event any Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondowner hereunder or under the Bonds.

(f) The Issuer and the Trustee shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Trustee pursuant to **Section 304** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to

pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 203** hereof.

(g) The Issuer and the Trustee may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Bondowner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Bondowner or upon the Bondowner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

(h) At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Bondowners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Bondowners whose authority is evidenced to the satisfaction of the Trustee.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Trustee for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit B** hereof, which shall be manually executed by an authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Indenture or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Trustee. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. Upon authentication, the Trustee shall deliver the Bonds to the Securities Depository upon instructions of the Issuer or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) If (i) any mutilated Bond is surrendered to the Trustee or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by each of them, then, in the absence of notice to the

Issuer or the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

(c) Upon the issuance of any new Bond under this **Section 207**, the Issuer may require the payment by the Bondowner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

(d) Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Indenture equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Trustee, either at or before Maturity, shall be cancelled by the Trustee immediately upon the payment, redemption and surrender thereof to the Trustee and subsequently destroyed in accordance with the customary practices of the Trustee. The Trustee shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 209. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Trustee all liability of the Issuer to the Bondowner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Bondowner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Trustee shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Bondowner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Trustee, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 210. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues Replacement Bonds as provided in **subsection (b)** of this **Section 210**. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of and premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in **subsection (b)** of this **Section 210**.

(b) (i) If the Issue determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (ii) if the Trustee receives written notice from Participants having interests in not less than a majority of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Trustee shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (i)(A) or (i)(B) of this **subsection (b)**, the Issuer, with the consent of the Trustee, may select a successor securities depository in accordance with **subsection (c)** of this **Section 210** to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Trustee or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **subsection (c)** of this **Section 210**, then the Trustee shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

(c) In the event the Securities Depository resigns, or the Issuer determines that the Securities Depository is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity (except as otherwise provided in this Section) with the Series 2024B Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in this Section, for the purpose of (i) financing a portion of the Project Costs to the extent authorized under the Act, (ii) funding reserve deposits and capitalized interest with respect to such Bonds, (iii) paying Costs of Issuance and/or (iv) refunding all or a portion of a series of Bonds then Outstanding or all or a portion of a series of bonds issued under a separate indenture to finance costs and facilities eligible under the Act to be financed within the CID, to the extent authorized hereunder and under the Act. Any such Additional

Bonds shall be authorized by a Supplemental Indenture or Supplemental Indentures of the Issuer adopted pursuant to this Indenture and may be issued as serial Bonds or term Bonds or both.

(b) Before any Additional Bonds are issued under the provisions of this Section, the following requirements shall be satisfied:

(i) The Issuer shall adopt an ordinance (A) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (B) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, and (C) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Issuer, are not prejudicial to the Issuer or the owners of the Bonds previously issued.

(ii) With respect to the proposed issuance of a series of Additional Bonds, the Issuer shall deliver to the Trustee: (A) a certificate of an Issuer Representative to the effect that no uncured default in the payment of principal, premium, if any, or interest exists with respect to any Bonds; and (B) a written report of a third party revenue feasibility consultant recognized in the field of public finance and acceptable to the Issuer specifying the projected Revenues for each Bond Year to and including the last Bond Year in which any Outstanding Bonds are scheduled to mature.

(iii) Delivery to the Trustee of (A) evidence that, as of the date of issuance of the Additional Bonds, the Special Mandatory Redemptions of the Series 2024B Bonds and any Additional Bonds previously issued on a parity with the Series 2024B Bonds from Revenues pursuant to **Section 302(b)** or any similar provision of a Supplemental Indenture have been equal to or have exceeded the redemption amount shown on the applicable Projected Special Mandatory Redemption Schedule(s) as of such date (taking into account the cumulative redemptions to and including the immediately preceding Interest Payment Date); provided, however, if redemptions are below the required amount, the requirement may also be satisfied by evidence showing that proceeds from the Additional Bonds will be deposited into the applicable Redemption Subaccount for the Series 2024B Bonds and the Redemption Subaccount for any previously issued Additional Bonds for the sole purpose of satisfying, and in amounts sufficient to satisfy, the redemption amounts shown on the applicable Projected Special Mandatory Redemption Schedule(s) for the next Interest Payment Date, (B) a certificate of the original purchaser of the Additional Bonds demonstrating that the projected Revenues after the issuance of the Additional Bonds, as determined by a third party revenue feasibility consultant recognized in the field of public finance and acceptable to the Issuer, the Developer, the Original Purchaser and the purchaser of such Additional Bonds, are expected to be sufficient to cause the Special Mandatory Redemption of the Series 2024B Bonds and any previously issued Additional Bonds in amounts that equal or exceed the cumulative redemption amounts shown on the applicable Projected Special Mandatory Redemption Schedules to and including the immediately preceding Interest Payment Date; (C) a certificate from the Issuer stating terms for any Additional Bonds, (1) with Interest Payment Dates on the Additional Bonds being March 1 and September 1 and (2) that do not provide for the payment of the principal, including any mandatory or extraordinary redemption, of the Additional Bonds prior to the date any remaining Series 2024B Bonds are redeemed or defeased pursuant to the terms of this Indenture (provided that the final Maturity of Additional Bonds and the Series 2024B Bonds, respectively, may occur on the same date); and (D) evidence that the Debt Service Reserve Fund has been funded in an

amount equal to the Debt Service Reserve Requirement with respect to all Outstanding Bonds, including the Additional Bonds.

(iv) The balance on deposit in the Series 2024B Escrowed Project Account of the Escrowed Project Fund is \$-0-.

(c) Additional Bonds issued hereunder shall have the same general title as the Series 2024B Bonds, except for an identifying series letter or date or additional project description, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III** of this Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2024B Bonds and any other Additional Bonds.

(d) Such Additional Bonds shall be executed in the manner set forth in **Section 206** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(i) A copy, certified by the Clerk of the Issuer, of the ordinance adopted by the Issuer authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other Financing Documents as may be necessary.

(ii) An original executed counterpart of the Supplemental Indenture, executed by the Issuer and the Trustee, authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of the Additional Bonds.

(iii) A request and authorization to the Trustee, on behalf of the Issuer, executed by an Issuer Representative, to authenticate the Additional Bonds and deliver said Additional Bonds to the Original Purchaser thereof upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(iv) Such other certificates, statements, receipts and documents required by any of the Financing Documents or as the Issuer or the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

(e) Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to

the Bonds and payable from the Revenues so long as no payments of principal or interest on such bonds are payable while any Bonds are Outstanding.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2024B Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this **Article III**.

Section 302. Redemption of Series 2024B Bonds.

(a) *Optional Redemption.* At the option of the Issuer, the Series 2024B Bonds are subject to redemption and payment prior to their Stated Maturity on September 1, 20[] or thereafter, as a whole or in part at any time, at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the Redemption Date.

(b) *Special Mandatory Redemption of Series 2024B Bonds.* The Series 2024B Bonds are subject to special mandatory redemption prior to maturity in part on each Interest Payment Date beginning on September 1, 2026, at a redemption price equal to 100% of the principal amount thereof, in an amount, if any, on deposit in the Series 2024B Redemption Account of the Debt Service Fund with respect to such Interest Payment Date, in accordance with **Section 502**. Such amounts shall be applied to the special mandatory redemption of the Series 2024B Bonds in ascending order of maturity.

(c) *Extraordinary Mandatory Redemption of Series 2024B Bonds from Remaining Proceeds in the Project Fund.* The Series 2024B Bonds are subject to mandatory redemption in part at any time on or before [] 1, 202[] (or, if the completion and opening of any component of the Project is delayed as a result of Force Majeure, as reasonably determined by the Issuer, on or before [] 1, 202[]) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2024B Redemption Account of the Debt Service Fund from the Series 2024B Project Account of the Project Fund in accordance with **Section 404**. Such moneys shall be applied to the mandatory redemption of Series 2024B Bonds proportionately from each maturity.

(d) *Extraordinary Mandatory Redemption of Series 2024B Bonds from Moneys on Deposit in the Series 2024B Debt Service Reserve Account and Series 2024B Special Reserve Account.* On the first Interest Payment Date on which all of the Outstanding Series 2024B Bonds can be paid in full with the sum of (a) moneys on deposit in the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund, (b) [] moneys on deposit in the Series 2024B Special Reserve Account of the Special Reserve Fund and (c) [] Revenues available on such Interest Payment Date for the payment of the principal of and interest on the Series 2024B Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), the Series 2024B Bonds shall be subject to mandatory redemption, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2024B Debt Service Account of the Debt Service Fund from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund [] and the Series 2024B Special Reserve Account of the Special Reserve Fund pursuant to the provisions of **Sections 406 and 407** less the amount of scheduled principal of and interest due and payable on the Series 2024B Bonds on such Interest Payment Date.

(e) *Extraordinary Mandatory Redemption of Series 2024B Bonds from Remaining Proceeds in the Escrowed Project Fund and Related Release from the Debt Service Reserve Fund.* The Series 2024B Bonds are subject to mandatory redemption in part (i) with respect to the First Escrow Release Conditions, on [_____ 1, 202_], and (ii) with respect to the Second Escrow Release Conditions or the Third Escrow Release Conditions, at any time following the later of the two dates set forth in the definition of applicable Escrow Transfer Date, each at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2024B Debt Service Account of the Debt Service Fund from the Series 2024B Escrowed Project Account of the Escrowed Project Fund in accordance with **Section 408(d)** and amounts transferred to the Series 2024B Debt Service Account of the Debt Service Fund from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund in accordance with **Section 406(f)**. Such moneys shall be applied to the mandatory redemption of Series 2024B Bonds proportionately from each maturity.

(f) *Redemption of Defeased Series 2024B Bonds.* Any Series 2024B Bonds that have been defeased in accordance with the provisions set forth in **Section 1201** shall be subject to mandatory redemption in part, at a redemption price equal to 100% of the principal amount thereof, in the amounts and on the dates specified in the Mandatory Defeasance Redemption Schedule determined with respect to such Series 2024B Bonds, in accordance with the provisions set forth in **Section 1201** and the Projected Special Mandatory Redemption Schedule with respect to the Series 2024B Bonds attached as **Exhibit E** hereto.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations or any integral multiple in excess thereof.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the Authorized Denomination are Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it were a separate Bond of the Authorized Denomination. If one or more, but not all, of the Authorized Denomination units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such Authorized Denomination unit or units, the Bondowner or the Bondowner's duly authorized agent shall forthwith present and surrender such Bond to the Trustee: (i) for payment of the Redemption Price and interest to the Redemption Date of such Authorized Denomination unit or units of face value called for redemption, and (ii) for exchange, without charge to the Bondowner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Bondowner of any such Bond fails to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

(a) In the event the Issuer desires to call the Bonds for optional redemption prior to maturity, written notice of such intent shall be provided to the Trustee in accordance with K.S.A. 10-129, as amended, not less than 60 days prior to the Redemption Date. The Trustee shall call Bonds for optional redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Trustee at least 60 days prior to the Redemption Date of written instructions of the Issuer specifying the series, principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for

redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the Issuer in connection with such refunding shall provide that such written instructions to the Trustee shall be given by the escrow agent on behalf of the Issuer not more than 90 days prior to the Redemption Date. The Trustee may in its discretion waive such notice period so long as the notice requirements set forth in the remaining subparagraphs of this **Section 304** are met.

(b) If the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall cause the Trustee to give written notice of redemption to the Bondowners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Trustee or such other office as the Trustee shall designate.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the Issuer that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

(c) The failure of any Bondowner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

(d) Further notice may be given by the Issuer or the Trustee on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

- (i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the Committee on Uniform Security Identification Procedures ("CUSIP") numbers of all Bonds being redeemed, if any; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed;

(D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Trustee, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(iii) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number, if any, of the Bonds being redeemed with the proceeds of such check or other transfer.

(e) The Trustee is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the SEC. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

(f) So long as the Securities Depository is effecting book-entry transfers of the Series 2024B Bonds, the Trustee shall provide the notices specified in this Section only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Series 2024B Bond to notify the Beneficial Owner of the Series 2024B Bond so affected, shall not affect the validity of the redemption of such Series 2024B Bond.

Section 305. Effect of Call for Redemption.

(a) Prior to any Redemption Date, the Issuer shall deposit with the Trustee an amount of money or Government Obligations sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

(b) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Trustee. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Bondowner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Trustee as provided herein and shall not be reissued.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 401. Creation of Funds and Accounts.

(a) There is hereby created and ordered to be established the following separate fund of the Issuer, which fund shall be held in the custody of the Issuer pursuant to this Indenture:

Homefield CID Fund (the “CID Fund”) which shall contain a Special Assessments Account and, as necessary, separate subaccounts within such Account for each series of Bonds.

Said fund and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The fund and accounts referred to above shall be maintained and administered in the manner provided in this Indenture so long as any of the Bonds remain Outstanding hereunder.

(b) There are hereby created and ordered to be established with the Trustee the following separate funds and accounts, which funds and accounts shall be held in the custody of the Trustee pursuant to this Indenture:

- (i) Costs of Issuance Fund.
- (ii) Project Fund, and within such fund the “Series 2024B Project Account.”
- (iii) Escrowed Project Fund, and within such fund the “Series 2024B Escrowed Project Account.”
- (iv) Debt Service Fund, and within such fund separate and segregated trust accounts designated the “Redemption Account” and the “Series 2024B Debt Service Account.”
- (v) Debt Service Reserve Fund, and within such fund the “Series 2024B Debt Service Reserve Account.”
- (vi) Special Reserve Fund, and within such fund the “Series 2024B Special Reserve Account.”
- (vii) Extraordinary Expense Fund.
- (viii) Revenue Fund.

Said funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Trustee and shall not be commingled with any other moneys, revenues, funds and accounts of the Trustee. The funds and accounts referred to above shall be maintained and administered in the manner provided in this Indenture so long as any of the Bonds remain Outstanding hereunder. With the exception of the Extraordinary Expense Fund, the Trustee will establish separately held and named accounts and subaccounts within each fund and account for each series of Bonds. In addition, the Issuer or the Trustee may establish separate subaccounts within each account pursuant to the applicable Supplemental Indenture.

Section 402. Deposit of Bond Proceeds and Other Moneys.

The net proceeds received from the sale of the Series 2024B Bonds shall be deposited simultaneously with the delivery of the Series 2024B Bonds as follows:

(1) The sum of \$[] shall be deposited in the Costs of Issuance Fund and applied in accordance with **Section 403** hereof.

(2) The sum of \$[] shall be deposited in the Series 2024B Debt Service Account of the Debt Service Fund and applied in accordance with **Section 405** hereof.

(3) The sum of \$[] shall be deposited in the Series 2024B Project Account of the Project Fund and applied in accordance with **Section 404(a)** hereof.

(4) The sum of \$[] shall be deposited in the Series 2024B Escrowed Project Account of the Escrowed Project Fund and applied in accordance with **Section 408** hereof.

(5) The sum of \$[] shall be deposited in the Extraordinary Expense Fund and applied in accordance with **Section 409** hereof.

(6) The sum of \$[] shall be deposited in the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund and applied in accordance with **Section 406** hereof.

[(7) The sum of \$[] shall be deposited in the Series 2024B Special Reserve Account of the Special Reserve Fund and applied in accordance with **Section 407** hereof.]

Section 403. Application of Moneys in the Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be used to pay the Costs of Issuance after receipt by the Trustee of written disbursement requests signed by the Authorized Issuer Representative in substantially the form of **Exhibit C** hereto. Any funds remaining in the Costs of Issuance Fund, after payment of all Costs of Issuance, but not later than 60 days from the Closing Date shall be transferred to the Series 2024B Project Account in the Project Fund.

Section 404. Application of Moneys in the Project Fund.

(a) Moneys in the Project Fund shall be used to pay Project Costs after receipt by the Trustee of written disbursement requests signed by the Authorized Issuer Representative in substantially the form of **Exhibit D** hereto.

(b) In making payments pursuant to this Section, the Trustee may rely upon such written requests and accompanying certificates and statements and shall not be required to make any independent investigation in connection therewith. It is expressly agreed and understood by the parties, including the Issuer and the Developer, that the Trustee shall not have any responsibility in determining if costs paid pursuant to this Section are permitted costs. If the Issuer or the Developer so requests a copy of each written disbursement request submitted to the Trustee for payment under this Section, such copies of the disbursement requests shall be promptly provided by the Trustee to the requesting party. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file periodic statements of activity regarding the Project Fund with the Issuer.

(c) Notwithstanding any other provision of this Indenture, in the event that proceeds of the Series 2024B Bonds remain in the Project Fund established with respect to the Series 2024B Bonds on [] 1, 202], the Trustee shall automatically transfer such proceeds to the Debt Service Fund and apply such amount to redeem the Series 2024B Bonds on [] 1, 202] (or, if the completion and opening of any component of the Project is delayed as a result of Force Majeure, as reasonably determined by the Issuer, on or before [] 1, 202]) pursuant to **Section 302(c)** of this Indenture.

Section 405. Debt Service Fund.

(a) The Trustee shall make deposits and credits to the Debt Service Fund, as and when received, including the amounts required to be deposited therein by **Sections 402, 405 and 502** hereof.

(b) The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of the Bonds as the same mature or become due and upon special mandatory redemption thereof; and (c) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption prior to maturity.

(c) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

(d) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Indenture) and the fees, charges and expenses of the Trustee, any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the Issuer.

Section 406. Debt Service Reserve Fund.

(a) Except as otherwise provided in this Indenture and subject to **Sections 407 and 408** hereof, moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 405** hereof are insufficient to pay the same as they become due and payable. In the event the balance of moneys in the Debt Service Fund is insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Debt Service Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. The Trustee may use moneys in the Debt Service Reserve Fund for such purpose whether or not the amount in the Debt Service Reserve Fund at that time equals the Debt Service Reserve Requirement. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Debt Service Reserve Fund shall also be used to pay the last Bonds becoming due (including redemption prior to maturity if otherwise permitted herein) unless such Bonds and all interest thereon be otherwise paid.

(b) The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the Issuer and the Original Purchaser if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in the applicable Account of the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement shall be deposited by the Trustee without further authorization into the applicable account of the Debt Service Fund.

(c) In the event of a transfer of moneys from the Series 2024B Escrowed Project Account of the Escrowed Project Fund to the Series 2024B Debt Service Account of the Debt Service Fund pursuant to **Section 408(d)** of this Indenture, the Trustee shall transfer on the same day from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund to the Series 2024B Redemption Account of the Debt Service Fund an amount equal to the product of the Debt Service Reserve Requirement with respect to the Series 2024B Bonds ($\$[dsrf]$) multiplied by the quotient of the amount so

transferred from the Series 2024B Escrowed Project Account to the Series 2024B Debt Service Account divided by \$[principal], which amount shall be applied to the redemption of the Series 2024B Bonds pursuant to **Section 302(e)**.

(d) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Reserve Fund shall be paid to the Issuer.

Section 407. Special Reserve Fund.

(a) The Trustee shall deposit and credit to the applicable account of the Special Reserve Fund, as and when received, as follows:

(i) The initial deposit required by **Section 402** hereof.

(ii) Any amounts required by a Supplemental Indenture authorizing the issuance of Bonds to be deposited in the applicable account of the Special Reserve Fund, as specified in such Supplemental Indenture.

(iii) All other moneys received by the Trustee under and pursuant to any of the provisions of any Financing Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Special Reserve Fund.

(b) Moneys in a Special Reserve Fund established with respect to a series of Bonds shall be disbursed and expended by the Trustee solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds if sufficient moneys therefor are not available in the applicable accounts, *first*, in the Debt Service Account established with respect to such Series of Bonds, and *second*, in the Redemption Subaccount established within the Debt Service Account with respect to such series of Bonds, prior to applying any moneys then on deposit in the applicable Debt Service Reserve Account of the Debt Service Fund. In the event the balance of moneys in the Debt Service Account established with respect to such series of Bonds, and the Redemption Subaccount established within the Debt Service Account with respect to such series of Bonds are insufficient to pay principal of, redemption premium, if any, or interest on such series of Bonds when due and payable, moneys in the Special Reserve Account established with respect to such Series of Bonds shall be transferred into the Debt Service Account with respect to such series of Bonds in an amount sufficient to make up the deficiency. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal with respect to such series of Bonds. Moneys in the Special Reserve Fund shall also be used to pay the last Bonds becoming due (including redemption prior to maturity if otherwise permitted herein) unless such Bonds and all interest thereon be otherwise paid.

(c) On the first Interest Payment Date on which all of the Outstanding Bonds of a series can be paid in full with the sum of (i) moneys on deposit in the Debt Service Reserve Account with respect to such series of Bonds, (ii) moneys on deposit in the Special Reserve Account with respect to such series of Bonds and (iii) Revenues available on such Interest Payment Date for the payment of the principal and interest on such Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), all of the moneys in the Special Reserve Account with respect to such series of Bonds shall be transferred to the Debt Service Account with respect to such series of Bonds and applied to the payment of the principal and interest on such Bonds on such Interest Payment Date (whether by

maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), which amount shall be applied to the payment of such Bonds prior to the application of Revenues to the payment of such Bonds.

Section 408. Escrowed Project Fund.

(a) Prior to an Escrow Transfer Date with respect to a series of Bonds, and except as provided below with respect to the respective Escrow Transfer Date relating to the First Escrowed Amount, Second Escrowed Amount, and Third Escrowed Amount with respect to the Series 2024B Bonds, the related Escrowed Amount on deposit in the Escrowed Project Account of the Escrowed Project Fund established with respect to such series of Bonds shall be transferred to the Project Account of the Project Fund established with respect to such series of Bonds upon the terms of this Section.

(b) With respect to the First Escrowed Amount on deposit in the Series 2024B Escrowed Project Account of the Escrowed Project Fund, such amount shall be transferred by the Trustee to the Series 2024B Project Account of the Project Fund on the applicable Escrow Transfer Date, without further authorization, if the Trustee has delivered the certificate required by the First Escrow Release Conditions in substantially the form of **Exhibit F**, on or prior to such Escrow Transfer Date. The Trustee shall provide a copy of such certificate to the Original Purchaser.

(c) With respect to the Second Escrowed Amount and the Third Escrowed Amount on deposit in the Series 2024B Escrowed Project Account of the Escrowed Project Fund, such amounts shall be transferred by the Trustee to the Series 2024B Project Account of the Project Fund on the applicable Escrow Transfer Date (but in any event no earlier than October 31, 2024), without further authorization, upon receipt by the Trustee of a certificate executed by (i) the general contractor(s) for the Themed Hotel and Atlas 9 and the Issuer's chief building official in the case of clause (a) of each of the Second Escrow Release Conditions and the Third Escrow Release Conditions or (ii) the Developer Representative and the Issuer Representative in the case of clause (b) of each of the Second Escrow Release Conditions or the Third Escrow Release Conditions, stating that the related Escrow Release Conditions have been satisfied, which certificate shall be in substantially the form of **Exhibit F**, as applicable, for the Series 2024B Bonds. The Trustee shall provide a copy of each such certificate to the Original Purchaser.

(d) In the event that an Escrow Release Condition has not been satisfied on or before the Escrow Transfer Date with respect to the Series 2024B Bonds, then the related Escrowed Amount on deposit in the Series 2024B Escrowed Project Account of the Escrowed Project Fund shall be transferred on such Escrow Transfer Date to the Series 2024B Redemption Account of the Debt Service Fund and applied to the redemption of the Series 2024B Bonds pursuant to **Section 302(e)**; provided,

(i) the First Escrowed Amount will be transferred to the Series 2024B Redemption Account of the Debt Service Fund only upon failure to achieve the First Escrow Release Conditions described in clause (b) of the definition of "First Escrow Release Conditions."

(ii) the Second Escrowed Amount and the Third Escrowed Amount will be transferred to the Series 2024B Redemption Account of the Debt Service Fund only upon failure to achieve the Second Escrow Release Conditions or Third Escrow Release Conditions, as applicable, described in clause (b) of the definitions of "Second Escrow Release Conditions" and "Third Escrow Release Conditions," as applicable, in accordance with the applicable timing provided in the definition of Escrow Transfer Dates.

(e) Amounts in an Escrowed Project Account established with respect to a series of Additional Bonds shall be transferred on the Escrow Transfer Dates with respect to such series of

Additional Bonds to the related Redemption Account of the Debt Service Fund and applied to the redemption of such series of Additional Bonds pursuant to the redemption provisions of the related Supplemental Indenture, in accordance with the Escrow Release Conditions and the provisions of such related Supplemental Indenture.

Section 409. Extraordinary Expense Fund.

(a) The Trustee shall deposit and credit to the Extraordinary Expense Fund, as and when received, as follows:

[(i) The initial deposit required by **Section 402** hereof.]

(ii) Any amount required by **Section 502** hereof to be transferred to the Extraordinary Expense Fund; and

(iii) All other moneys received by the Trustee under and pursuant to any of the provisions of any Financing Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Extraordinary Expense Fund.

(b) Amounts on deposit in the Extraordinary Expense Fund shall be used solely for the purpose of paying the fees, expenses and other costs, including legal fees, incurred by the Issuer in connection with an audit, questionnaire or other request for information from the Securities and Exchange Commission in connection with the Bonds and the final payment of principal of and interest on the Bonds. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a requisition signed by the Issuer Representative, including invoices for such fees, expense and other costs. In making payment and disbursements pursuant to this Section, the Trustee may conclusively rely upon the requisitions of the Issuer Representative and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the requisitions.

ARTICLE V

COLLECTION AND APPLICATION OF REVENUES; REPORTING

Section 501. Transfer of Revenues. The Issuer covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will, no later than February 15 and August 15 of each year and with a final transfer of Revenues on February 15, 2045, beginning no later than August 15, 2026, transfer the Revenues, if any, to the Trustee for deposit to the Revenue Fund. In the Development Agreement, the Developer has agreed to cause the monthly remittance of certain fees imposed within portions of the CID to the Trustee, no later than the 21st day of each month commencing in July, 2025, for deposit in the Revenue Fund.

Section 502. Application of Moneys in the Revenue Fund. Moneys in the Revenue Fund shall be applied by the Trustee, on the 40th day immediately preceding each Interest Payment Date (or when necessary with respect to deposits to avoid the application of any amounts on deposit in any reserve fund or account), as follows:

(a) *Fees.* Commencing with the March 1, 2026 Interest Payment Date, there shall be paid to the Trustee, any Dissemination Agent or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee, any Dissemination

Agent or any Paying Agent, upon delivery to the Issuer of an invoice for such amounts. In no event shall the sum of all fees and expenses due and owing to the Trustee, any Dissemination Agent and any Paying Agent exceed \$10,000 per year, excluding any extraordinary fees and expenses incurred by the Trustee in connection with the Bonds.

(b) *Debt Service Fund – Past-Due Principal and Defaulted Interest.* There shall next be transferred to the Debt Service Fund an amount equal to any unpaid and past-due interest or principal payments on the Bonds; provided, that any amounts in the Debt Service Fund shall be credited against the amount required to be deposited therein.

(c) *Debt Service Fund – Interest Payment.* There shall next be credited to the Debt Service Fund after taking into account any moneys already deposited therein an amount such that the aggregate balance on deposit therein is equal to the interest becoming due on the Bonds on the next two (2) Interest Payment Dates.

(d) *Debt Service Fund – Principal Payment.* There shall next be credited to the Debt Service Fund an amount sufficient to pay the principal of and premium, if any, due on the Bonds by their terms on the next succeeding Interest Payment Date.

(e) *Debt Service Reserve Fund.* There shall next be credited to the Debt Service Reserve Fund, if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, such amounts as are necessary to restore any deficiency to the Debt Service Reserve Fund.

(f) *Extraordinary Expense Fund.* There shall next be credited to the Extraordinary Expense Fund an amount equal to the lesser of (i) \$10,000, or (ii) the amount, if any, necessary to be deposited in such Extraordinary Expense Fund to cause the aggregate amount on deposit in such Extraordinary Expense Fund to be equal to \$50,000.

(g) *Projected Special Mandatory Redemption.* There shall next be credited to the Redemption Account of the Debt Service Fund any remaining Revenues to be applied to the redemption of Bonds in accordance with **Section 302(b)** hereof and corresponding provision in the Supplemental Indenture authorizing the issuance of each Series of Additional Bonds.

(h) *Subordinate Bonds.* When no Bonds remain Outstanding hereunder, the Trustee shall transfer any amounts held in the Revenue Fund to the trustee named in the indenture authorizing the issuance of any subordinate bonds, as identified in a written directive from the Issuer.

Notwithstanding the foregoing, if on the 40th day (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, the amounts in the Revenue Fund are not sufficient to make the deposits required by clauses (a) through (f) above, then on the Business Day immediately preceding such Interest Payment Date, the Trustee shall apply all amounts on deposit in the Revenue Fund to make the deposits required by clauses (a) through (f) above, to the extent possible prior to the application of any amount held in any reserve fund therefor.

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601. Deposits of Moneys. Moneys in each of the funds and accounts created by and referred to in this Indenture shall be continuously and adequately secured as provided by the laws of the State and invested in Permitted Investments. All moneys deposited with or paid to the Trustee for the account of the various funds established under this Indenture shall be held in trust and shall be applied only in accordance with this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof.

Section 602. Investment of Moneys. Moneys held under the Indenture in any fund or account referred to in this Indenture shall be invested at the written direction of the Issuer in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. If the Issuer fails to provide written direction to the Trustee, the Trustee may invest and reinvest money in the funds held by it in subsection (f) of Permitted Investments. After the Trustee has notice pursuant to **Section 901** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in Permitted Investments. All earnings on any investments held in any fund shall be deposited into the Debt Service Fund.

ARTICLE VII

REFUNDING BONDS

Section 701. Refunding Bonds. The Issuer shall have the right to refund all of the Bonds under the provisions of any law then available. The Issuer shall have the right to refund any portion of the Bonds, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds that are not refunded, if any, upon the funds and accounts pledged under this Indenture; provided, however, that if only a portion of the Bonds are refunded, such partial refunding must result in decrease in debt service on the Bonds in any year.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Authority to Issue Bonds and Execute Indenture. The Issuer covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Bondowners are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 802. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable (except to the extent paid out of Bond proceeds or the income

from the temporary investment thereof) solely from the Trust Estate, including the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any political subdivision thereof, but shall be payable solely from Revenues and the funds held under this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State, the Issuer or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

Section 803. Payment of Bonds. The Issuer shall duly and punctually pay, but solely from the sources specified in this Indenture, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

Section 804. Performance of Covenants. The Issuer shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 805. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture, the Development Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies or Persons as the Trustee may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture, the Development Agreement, and the transactions relating thereto shall be open to inspection by the Issuer and the Developer during business hours upon reasonable notice. The Trustee further covenants and agrees that any records relating to the Bonds available by electronic access such as account balances, fund balances and online statements shall be made available to the Issuer and the Developer.

Section 806. Enforcement of Rights. The Issuer agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the Issuer may enforce all rights of the Issuer and the Trustee and all obligations of the Developer under and pursuant to the Development Agreement and any other Financing Documents for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder. The Development Agreement and all other Financing Documents shall be delivered to and held by the Trustee.

Section 807. Recording and Filing. The Issuer shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowners and the rights of the Trustee hereunder. In carrying out its duties under this **Section 807**, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this **Section 807**.

Section 808. Continuing Disclosure. Under the Continuing Disclosure Agreement with respect to the Series 2024B Bonds, the Issuer and the Developer have undertaken all responsibility for compliance with continuing disclosure requirements with respect to the SEC Rule. The Issuer hereby

covenants and agrees that it will comply with and carry out all of the provisions of the Issuer Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure of the Issuer, the Developer or the dissemination agent to comply with a Continuing Disclosure Agreement shall not be considered an event of default under this Indenture, and the sole remedy in the event of such failure shall be such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such Person to comply with its obligations under the Continuing Disclosure Agreement.

Section 809. Development Agreement The Issuer agrees that it will not enter into any amendment to the Development Agreement that would have a material adverse effect on the amount of Revenues or the timing of Revenues to be transferred to the Trustee hereunder.

Section 810. Special Indenture Covenants of the Issuer. Except as authorized in this Indenture, the Issuer shall not issue any bonds or incur other obligations that are secured by the CID Special Assessments.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. The term “**Event of Default**,” wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on any Bond when such interest becomes due and payable; or
- (b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, or otherwise); or
- (c) default in the performance, or breach, of any covenant or agreement of the Issuer in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this **Section 901**), and continuance of such default or breach for a period of 60 days after there has been given to the Issuer by the Trustee or to the Issuer and the Trustee by the owners of at least 10% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Issuer shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

The Trustee shall give written notice, as provided in **Section 1003** hereof, to the Issuer as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 1003**.

Section 902. No Acceleration of Maturity. The Bonds shall not in any event be subject to acceleration prior to maturity.

Section 903. Exercise of Remedies by the Trustee. Upon the occurrence and continuance of any Event of Default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture or any other Financing Document, to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than a majority in principal amount of Outstanding Bonds and if indemnified as provided in **Section 1002(e)** of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this **Article IX** as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which the Issuer is a party and which in the judgment of the Trustee, being advised by counsel, has a substantial bearing on the interests of the Bondowners.

(e) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 907** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case the Issuer, the Trustee and the Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

Section 904. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondowners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 1004.**

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any Bondowner, or to authorize the Trustee to vote in respect of the claim of any Bondowner in any such proceeding.

Section 905. Limitation on Suits by Bondowners. No Bondowner shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

(a) such Bondowner has previously given written notice to the Trustee of a continuing Event of Default;

(b) the owners of not less than a majority in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under this Indenture;

(c) such Bondowner or Bondowners have offered to the Trustee indemnity as provided in **Section 1002(e)**, **Section 1002(k)** and **Section 1004** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more Bondowners shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other Bondowners, or to obtain or to seek to obtain priority or preference over any other Bondowners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, any Bondowner shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Section 906. Control of Proceedings by Bondowners. The owners of a majority in principal amount of the Outstanding Bonds shall have the right, during the continuance of an Event of Default, provided indemnity has been provided to the Trustee in accordance with **Section 1002(e)**, **Section 1002(k)** and **Section 1004**:

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that

(i) such direction shall not be in conflict with any rule of law or this Indenture,

(ii) the Trustee, upon the advice of counsel, may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(iii) the Trustee, upon the advice of counsel, shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Section 907. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this **Article IX** together with any other sums then held by the Trustee as part of the Trust Estate (after the deductions for payment of reasonable costs and expenses of proceedings resulting in the collection of such moneys) shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or

interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all undeducted amounts due the Trustee under **Section 1004** of this Indenture;

(b) **Second:**

(1) If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption or for payment of which moneys are held pursuant to the provisions of this Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the persons entitled thereto without any discrimination or privilege.

(c) **Third:** To the payment of the remainder, if any, to the Issuer or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this **Section 907**, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and

shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 908. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 909. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Bondowner to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this **Article IX** or by law to the Trustee or to the Bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondowners, as the case may be.

Section 910. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this **Article IX**, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Issuer, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default

(a) in the payment of the principal of (or premium, if any) or interest on any Bond,
or

(b) in respect of a covenant or provision hereof which under **Article XI** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Except during the continuance of an Event of Default,

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(b) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, **except** that

(i) this **subsection (c)(i)** shall not be construed to limit the effect of **subsection (a)** of this **Section 1001**;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or conveying insights and duties or affording protection to the Trustee, whether in its capacity as Trustee, Paying Agent, bond registrar or any other capacity, shall be subject to the provisions of this **Article X**.

Section 1002. Certain Rights of Trustee. Except as otherwise provided in **Section 1001** of this Indenture:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the Issuer mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the Issuer has been duly adopted, and is in full force and effect, and prior to the occurrence of default of which the Trustee has been notified as provided in **Section 1003** or of which by said **Section 1003** the Trustee is deemed to

have notice, the Trustee may also accept a similar certificate to the effect that any particular dealing, transactions or action is necessary or expedient, and may at its discretion secure such further evidence deemed necessary or advisable but shall in no case be bound to secure the same.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate.

(d) The Trustee may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(e) Notwithstanding anything in this Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture whether at the request or direction of any of the Bondowners pursuant to this Indenture or otherwise, unless such Bondowners or other party shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in connection with such rights or powers.

(f) The Trustee may rely conclusively and shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee shall not be responsible for the recording or re-recording, filing or re-filing of this Indenture or any financing statements (other than continuation statements) in connection therewith, or for the execution by the Issuer of this Indenture or of any Supplemental Indenture or instruments of further assurance. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer or the Developer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer or the Developer under any provision of this Indenture.

(h) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder and invested as authorized and directed pursuant to **Section 602**

of this Indenture. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with **Section 602** hereof.

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with due care by it hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses (including without limitation attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action.

(l) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if in the opinion of the Trustee such direction may result in environmental liability to the Trustee, in its individual capacity for which the Trustee has not received indemnity pursuant to **Section 1002** and **Section 1004** hereof from the Bondowners, and the Trustee may rely upon an Opinion of Counsel addressed to the Issuer and the Trustee in determining whether any action directed by the Bondowners may result in such liability.

(m) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists, which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received adequate indemnity pursuant to **Section 1002** and **Section 1004** hereof.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or its willful misconduct.

(o) The Trustee shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect to the premises.

(p) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all books, papers and records of the Issuer or the Developer pertaining to the Trust Estate and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(q) The Trustee shall have the right, but shall not be required, to demand, with respect to the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the

purpose of establishing the right to the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(r) Any action taken by the Trustee pursuant to this Indenture upon the request or authorized consent of any person who, at the time of making such request or giving such authority or consent is the Bondowner of any Bond, shall be conclusive and binding upon all future Bondowners of the same Bond and upon Bonds delivered in exchange therefor or upon transfer or in substitution thereof.

Section 1003. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by **Article IV** or **Article V** of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the Issuer or the owners of at least 10% in principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the Trustee has received notice of any default or the occurrence of any default hereunder of which the Trustee is deemed to have notice under this **Section 1003**, the Trustee shall give written notice of such default by first class mail to all owners of Bonds as shown on the Bond Register maintained by the Trustee, unless such default shall have been cured or waived. For the purpose of this **Section 1003**, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default as defined in **Section 901**.

Section 1004. Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement:

(a) on each March 1 and September 1 (or if such day is not a Business Day, on the next succeeding Business Day), commencing March 1, 2026, payment of a reasonable semiannual fee for its services rendered hereunder as Trustee and Paying Agent, which semiannual fee with respect to the Series 2024B Bonds shall be in an initial amount equal to \$[] for each semiannual fee and shall be subject to the limitations of **Section 502(b)**;

(b) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any action, suit, demand, judgment, claim or liability in connection with the exercise or performance of any of its powers or duties hereunder; and

(c) in the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore.

Section 1005. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least **\$50,000,000**. If such Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this **Section 1005**, the combined capital and surplus of such Trustee shall be deemed to be its combined

capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this **Section 1005**, it shall resign immediately in the manner and with the effect specified in this **Article X**.

Section 1006. Resignation and Removal of Trustee.

(a) The Trustee may resign at any time by giving written notice thereof to the Issuer, the Developer, the Original Purchaser and each owner of Bonds Outstanding as shown by the list of Bondowners required by this Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within **30** days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If the Trustee has or shall acquire any conflicting interest, it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the Issuer that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in **subsection (a)** of this **Section 1006**.

(c) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Issuer and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds or, so long as the Issuer is not in default under this Indenture and no condition that with the giving of notice or passage of time, or both, would constitute a default under the Indenture by the Issuer. The Issuer, the Developer or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(d) If at any time:

(i) the Trustee shall fail to comply with **subsection (b)** of this **Section 1006** after written request therefor by the Issuer or by any Bondowner, or

(ii) the Trustee shall cease to be eligible under **Section 1005** and shall fail to resign after written request therefor by the Issuer or by any such Bondowner, or

(iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (A) the Issuer may remove the Trustee, or (B) any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) The Trustee shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Registered Bondowners. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

(f) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this **Article X** shall become effective until the acceptance of appointment by the successor Trustee under **Section 1008**.

Section 1007. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer, (so long as no Event of Default hereunder has occurred and is continuing), or the owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Issuer or the Bondowners. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this **Section 1007** shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this **Article X**.

Section 1008. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee and the duties and obligations of the retiring Trustee shall cease and terminate; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this **Article X**.

Section 1009. Merger, Consolidation and Succession to Business. Any bank or association into which the Trustee may be merged or with which it may be consolidated, or any bank or association resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor of the Trustee hereunder, provided such bank or association shall be otherwise qualified and eligible under this **Article X**, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 1010. Co-Trustees and Separate Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least 25% in principal amount of the Bonds Outstanding, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of this **Section 1010**. If the Issuer does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Issuer evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this **Section 1010**, and, in case an Event of Default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the written request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this **Section 1010**.

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of Bondowners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 1011. Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds of any series, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Issuer in connection with the appointment of any successor Trustee.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures without Consent of Bondowners. Without the consent of the owners of any Bonds, the Issuer and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional revenues or property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to evidence the appointment of a separate trustee or the succession of a new trustee under this Indenture; or

(d) to add to the covenants of the Issuer or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the Issuer; or

(e) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds; or

(f) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

Section 1102. Supplemental Indentures with Consent of Bondowners. With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Issuer and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, change any redemption date or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences; or

(c) modify the obligation of the Issuer to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term “Outstanding;” or

(e) modify any of the provisions of this **Section 1102** or **Section 910**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee, who may rely on the advice or Opinion of Counsel, may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds under this **Section 1102** to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act shall approve the substance thereof.

Section 1103. Execution of Supplemental Indentures.

(a) The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise.

(b) A Supplemental Indenture shall not be effective unless and until there shall have been filed with the Trustee an Opinion of Counsel stating that the execution and delivery of such Supplemental Indenture is authorized or permitted by this Indenture and the Act, complies with the respective terms thereof, and is valid and binding upon the Issuer and enforceable in accordance with its terms.

Section 1104. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this **Article XI**, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 1105. Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this **Article XI** may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE XII

SATISFACTION AND DISCHARGE

Section 1201. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and Government Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to:

(i) pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, accreted value, redemption premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); and

(ii) with respect to any Defeased Term Bonds, redeem such Defeased Term Bonds, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date, in the amounts and on the dates set forth in the mandatory redemption schedule (the "Mandatory Defeasance Redemption Schedule") with respect to the Defeased Term Bonds of such maturity, which Mandatory Defeasance Redemption Schedule shall be determined as follows:

- (A) the Trustee shall prepare a redemption schedule by applying the total Outstanding principal amount of all Term Bonds of such maturity to the amounts listed in the column “Projected Special Mandatory Redemption Amounts” in the Projected Special Mandatory Redemption Schedule with respect to the Term Bonds of such maturity in reverse chronological order, so that projected Special Mandatory Redemption amounts in the Projected Special Mandatory Redemption Schedule are preserved from the end of such Projected Special Mandatory Redemption Schedule (*i.e.*, the last Interest Payment Date) forward (*i.e.*, towards the earlier Interest Payment Dates) until the aggregate principal amount of all Outstanding Term Bonds of such maturity has been accounted for;
- (B) the redemption schedule determined in accordance with clause (A) above shall be modified so that the redemption amounts set forth in such schedule for each Interest Payment Date that occurs on or before the date of defeasance of the Defeased Term Bonds shall be subtracted from the redemption amounts for such Interest Payment Date and an equal redemption amount shall be added to the redemption amount otherwise determined for the first Interest Payment Date that occurs after the date of defeasance of the Defeased Term Bonds; and
- (C) the redemption schedule determined in accordance with clauses (A) and (B) above shall be further modified so that the redemption amounts in such schedule for each Interest Payment Date are adjusted pro rata based upon the relationship between the aggregate principal amount of the Defeased Term Bonds of such maturity and the aggregate principal amount of all Outstanding Term Bonds of such maturity (*i.e.*, each redemption amount shall be multiplied by a ratio, the numerator of which is the aggregate principal amount of the Defeased Term Bonds of such maturity and the denominator of which is the aggregate principal amount of all Outstanding Term Bonds of such maturity);

provided that, if any such Bonds are to be redeemed prior to the maturity thereof, irrevocable notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with Government Obligations pursuant to **subsection (c)** of this **Section 1201**, subject to receipt by the Trustee of (1) a verification report in form satisfactory to the Trustee prepared by independent certified public accountants, or other verification agent, and (2) an Opinion of Counsel addressed and delivered to the Trustee in form and substance satisfactory to the Trustee to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Government Obligations deposited with the Trustee as aforesaid.

Moneys and Government Obligations so deposited with the Trustee pursuant to this **Section 1201** shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the persons entitled thereto. Such moneys and Government Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Government Obligations have been deposited with the Trustee.

Section 1202. Satisfaction and Discharge of Indenture. This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein provided for) if the following conditions are met:

(a) the earlier of (i) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1201** or (ii) the expiration of the CID Special Assessments; and

(b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary and shall pay, assign, transfer and deliver to the Issuer, or other persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Government Obligations held in trust by the Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 1203. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under **Section 1004** shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for four years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be deposited in the Issuer's general fund, and all liability of the Trustee or the Paying Agent or the Issuer with respect to such moneys shall thereupon cease.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Compliance Certificates and Opinions. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall cause to be furnished to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel,

stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

- (a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (c) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and
- (d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1402. Notices, Consents and Other Instruments by Registered Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Bondowners other than the assignment of the ownership of the Bonds, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Issuer and the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of the Bonds, the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the Bond Register of the Issuer maintained by the Trustee.

In determining whether the Registered Bondowners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds registered in the name of the Issuer shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1403. Further Authority. The officers of the Issuer, including the Mayor, County Administrator, Chief Financial Officer, and the Unified Government Clerk, are hereby authorized and directed to execute all documents, including without limitation an agreement with the Trustee, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Indenture and to make any changes or additions in this Indenture and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Issuer's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 1404. Severability. If any section or other part of this Indenture, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Indenture.

Section 1405. Governing Law. This Indenture shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 1406. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following persons, upon receipt by such person if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, at the following addresses:

To the Developer:

HFS KCK, LLC
520 W. Pennway Street, Suite 300
Kansas City, Missouri 64108
Attention: Richard Napper

With a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Curtis J. Petersen, Esq.

To the Issuer:

Chief Financial Officer
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 330
Kansas City, Kansas 66101

With copies to:

Unified Government Clerk
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101

Kevin Wempe
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

To the Trustee:

Security Bank of Kansas City, as Trustee
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department

To the Bondowners:

To the addresses of the Bondowners as shown on the Bond Register maintained by the Trustee under this Indenture.

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered; provided, however, that all notices to the Trustee shall be effective upon receipt by the Trustee.

Notices to Bondowners shall be given by first class mail at the address of each Bondowner as shown on the Bond Register maintained by the Trustee. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to the other Bondowners.

Section 1407. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Bond Trust Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

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

By: _____
Mayor/CEO

(Seal)

ATTEST:

By: _____
Unified Government Clerk

Approved as to form:

By: _____
Office of Chief Counsel

Bond Trust Indenture, Series 2024B
Homefield Project

SECURITY BANK OF KANSAS CITY,
as Trustee

By: _____
Name: Peter B. Gardner
Title: Vice President

[SEAL]

ATTEST:

By: _____
Name: _____
Title: _____

Bond Trust Indenture
Homefield Project

EXHIBIT A

LEGAL DESCRIPTION OF THE CID

AREA A:

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

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

AND:

AREA B:

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

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

AND:

AREA C:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thence N 01°44'28" E, a distance of 128.37 feet;

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

thence N 03°36'43" E, a distance of 277.96 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thence S 69°13'04" W, a distance of 569.59 feet;

thence N 62°55'08" W, a distance of 79.78 feet;

thence N 89°10'51" W, a distance of 399.68 feet;

thence S 04°31'41" E, a distance of 80.36 feet;

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

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

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

AND:

AREA D:

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

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

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

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

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

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

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

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

AND:

AREA E:

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

Also,

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

Also,

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

The above described tract contains approximately 28.38 acres.

EXHIBIT B

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Unified Government of Wyandotte County/Kansas City, Kansas or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**REGISTERED
NUMBER R-_____**

**REGISTERED
\$ _____**

**UNITED STATES OF AMERICA
STATE OF KANSAS**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

**TAXABLE COMMUNITY IMPROVEMENT SPECIAL ASSESSMENT TAX REVENUE BOND
(HOMEFIELD PROJECT)
SERIES 2024B**

Interest Rate

Maturity Date

Dated Date

CUSIP

_____%

March 1, 2045

_____, 2024

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class (the “Issuer”), for value received, hereby promises to pay to the Registered Bondowner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date,

and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the dated date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2025 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of this Bond shall be payable by check or draft to the registered owner at the maturity or Redemption Date upon presentation and surrender of this Bond at the principal corporate trust office of Security Bank of Kansas City, Kansas City, Kansas (the “Trustee”). The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the registered owner of this Bond appearing on the Bond Register maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date and shall be paid by (1) check or draft of the Trustee mailed to such registered owner at his address as it appears on such Bond Register or at such other address furnished in writing by such registered owner to the Trustee, or (2) at the written request addressed to the Trustee by Cede & Co. or any registered owner of Bonds, by electronic transfer to the bank specified by such owner for credit to the American Bank Association (“ABA”) routing number and account number filed with the Trustee no later than 15 days preceding the Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner’s account at such bank to which the payment is to be credited, together with an acknowledgement that an electronic transfer fee is payable.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the Issuer designated “Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B” aggregating the original principal amount of \$[Principal] (the “Bonds”). The Bonds are being issued to fund capitalized interest on the Bonds, fund a debt service reserve fund on the Bonds, [fund a special reserve fund for the Bonds,] fund a portion of the Project Costs, fund an extraordinary expense fund for the Bonds and pay the costs of issuing the Bonds, and pursuant to an ordinance duly adopted by the governing body of the Issuer authorizing the issuance of the Bonds and a Bond Trust Indenture dated as of June 1, 2024 between the Issuer and Security Bank of Kansas City prescribing the form and details of the Bonds (the “Indenture”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a26 *et seq.*, and Ordinance No. O-[]-24 of the Issuer, all as amended and supplemented, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Bonds are special obligations of the Issuer payable solely from and secured as to the payment of principal and interest by a pledge of the Trust Estate, including the Revenues (as defined in the Indenture) deposited in the Revenue Fund, all as more fully provided in the Indenture. The taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Indenture for a description of the covenants and agreements made by the Issuer with respect to the receipt, segregation and application of the Revenues to pay the Bonds, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Bondowners thereof.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as provided in the Indenture.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the bond registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. *This Bond and beneficial interests therein may only be purchased by and transferred to Qualified Institutional Buyers in Authorized Denominations.* [***PLACEHOLDER: review against PLOM language***] This Bond may be transferred or exchanged, as provided in the Indenture, only upon the Bond Register maintained by the Trustee at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes. The Bonds are issuable in the form of fully registered bonds without coupons in Authorized Denominations.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the

conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Indenture until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bond, provision has been duly made for the collection and segregation of the Revenues and for the application of the same as hereinbefore provided.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

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

(Facsimile Seal)

(facsimile)
Mayor/CEO

ATTEST:

By: _____
(facsimile)
Unified Government Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Indenture.

Registration Date _____

SECURITY BANK OF KANSAS CITY,
as Trustee, Bond Registrar and Paying Agent

By: _____

Registration Number : _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, STEVEN JOHNSON, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Treasurer of the State of Kansas

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

**EXHIBIT C
TO BOND TRUST INDENTURE**

Request No: _____

Date: _____

WRITTEN REQUEST

(Section 403 - COSTS OF ISSUANCE FUND)

To: Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Re: \$[Principal] Unified Government of Wyandotte County/Kansas City, Kansas
Taxable Community Improvement District Special Assessment Revenue Bonds
(Homefield Project), Series 2024B

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024 (the "Indenture"), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 403** of the Indenture, the Costs of Issuance (as defined in the Indenture) on Schedule 1 attached hereto.

The undersigned Authorized Issuer Representative hereby states and certifies that each item listed above is a proper Costs of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

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

By: _____
Title: Authorized Issuer Representative

Schedule 1

<u>Payee</u>	<u>Amount</u>	<u>Description of Costs of Issuance</u>
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**EXHIBIT D
TO BOND TRUST INDENTURE**

Request No: _____

Date: _____

DISBURSEMENT REQUEST

(PROJECT FUND)

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: \$[Principal] Unified Government of Wyandotte County/Kansas City, Kansas
Taxable Community Improvement District Special Assessment Revenue Bonds
(Homefield Project), Series 2024B

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024 (the “Indenture”), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to pay from moneys in the Project Fund, pursuant to **Section 404(a)** of the Indenture, to the following payees the following amounts for the following Project Costs (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of Project Costs</u>
---------------------	----------------------	--

The undersigned Authorized Issuer Representative hereby states and certifies that:

1. Each item included in the above request is a valid “Project Cost.”
2. No item included in the above request has previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture.
3. The Issuer has received evidence satisfactory to the Issuer that the Developer has complied with Sec. 4(g)(ix) (“CID Proceeds Disbursement Conditions”) of the Development Agreement, as amended.

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

By: _____
Title: Authorized Issuer Representative

EXHIBIT E

SERIES 2024B PROJECTED SPECIAL MANDATORY REDEMPTION SCHEDULE

EXHIBIT F

CERTIFICATES WITH RESPECT TO ESCROW RELEASE CONDITIONS

TRUSTEE CERTIFICATE WITH RESPECT TO FIRST ESCROW RELEASE CONDITIONS

Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 330
Kansas City, Kansas 66101
Attention: Chief Financial Officer

HFS KCK, LLC
520 W. Pennway Street
Kansas City, Missouri 64108
Attention: Richard Napper

Stifel, Nicolaus & Company, Incorporated
501 North Broadway, 10th Floor
St. Louis, Missouri 63102
Attn: James J. Lahay

Security Bank of Kansas City, as trustee (the “Trustee”) under that Bond Trust Indenture dated as of June 1, 2024, relating to the Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (the “Indenture”), between the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), and the Trustee, hereby certifies that on _____, 202__, the cumulative total Revenues received by the Trustee are [not] equal to or greater than \$_____.

Dated: _____, 202__.

SECURITY BANK OF KANSAS CITY, as Trustee

By: _____
Name: _____
Title: _____

**GENERAL CONTRACTOR AND CHIEF BUILDING OFFICIAL CERTIFICATE WITH
RESPECT TO
CLAUSE (a) OF THE
SECOND AND THIRD ESCROW RELEASE CONDITIONS**

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: Unified Government of Wyandotte County/Kansas City, Kansas Taxable Community
Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024, relating to the Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (the "Indenture"), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to transfer the amount shown in clause[s] (a) of [each of] the [Second Escrowed Amount][and Third Escrowed Amount] on deposit in the Series 2024B Escrowed Project Account of the Escrowed Project Fund, pursuant to **Section 408(c)** of the Indenture, to the Series 2024B Project Account of the Project Fund. Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

The undersigned representative of the general contractor[(s)] for [the Themed Hotel][and Atlas 9] and the Issuer's chief building official hereby state and certify that the [Second Escrow Release Conditions][and Third Escrow Release Conditions] described in clause (a) of [each of] the definition[s] thereof have been satisfied for the disbursement of the above amount.

Dated: _____

[GENERAL CONTRACTOR'S NAME]

By: _____
Title:

**CHIEF BUILDING OFFICIAL OF THE UNIFIED
GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____
Title:

**DEVELOPER AND ISSUER CERTIFICATE WITH RESPECT TO
CLAUSE (b) OF THE
SECOND AND THIRD ESCROW RELEASE CONDITIONS**

To: Security Bank of Kansas City
Corporate Trust Department
Kansas City, Kansas
as Trustee

Re: Unified Government of Wyandotte County/Kansas City, Kansas Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of June 1, 2024, relating to the Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (the "Indenture"), between the Unified Government of Wyandotte County/Kansas City, Kansas and you, as Trustee, to transfer the [amount remaining of the][Second][Third] Escrowed Amount on deposit in the Series 2024 Escrowed Project Account of the Escrowed Project Fund, pursuant to **Section 408(c)** of the Indenture, to the Series 2024B Project Account of the Project Fund. Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

The undersigned Developer Representative and Issuer Representative hereby state and certify that the [Second][Third] Escrow Release Conditions described in clause (b) of the definition thereof have been satisfied for the disbursement of the above amount.

Dated: _____

HFS KCK, LLC

By: _____
Developer Representative

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

By: _____
Issuer Representative

§ _____
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
TAXABLE COMMUNITY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
(HOMEFIELD PROJECT)
SERIES 2024B

BOND PURCHASE AGREEMENT

_____, 2024

Unified Government of Wyandotte County/Kansas City, Kansas
One Municipal Office Building
701 North 7th Street
Kansas City, Kansas 66101-3064

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the “**Initial Purchaser**”) hereby offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the Unified Government of Wyandotte County/Kansas City, Kansas (the “**Issuer**”), a municipal corporation and political subdivision duly organized and validly existing under and pursuant to the laws of the State of Kansas (the “**State**”), whereby the Initial Purchaser will purchase and the Issuer will sell the Series 2024B Bonds (as defined and described below). The Initial Purchaser is making this offer subject to the acceptance by the Issuer at or before 5:00 P.M., Central Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Initial Purchaser. The Initial Purchaser may withdraw this Purchase Agreement upon written notice delivered by the Initial Purchaser to the County Administrator of the Issuer at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Initial Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Initial Purchaser, all (but not less than all) of the following bonds: \$_____ Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (the “**Series 2024B Bonds**”), at the purchase price of \$_____, representing the aggregate principal amount of the Series 2024B Bonds less an Initial Purchaser’s discount of \$_____ [and plus net original issue premium of \$_____/less net original discount of \$_____].

The Initial Purchaser intends to offer the Series 2024B Bonds at a price or prices described in **Schedule I** hereto; provided, however, the Initial Purchaser reserves the right to change such offering prices as the Initial Purchaser deems necessary or desirable, in its sole discretion, in connection with the marketing of the Series 2024B Bonds, and may offer and sell the Series 2024B Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Initial Purchaser at prices lower than the initial offering prices or yields greater than the yields set forth therein.

The Initial Purchaser acknowledges that the Series 2024B Bonds have not been and will not be registered under the 1933 Act (defined below), and the Initial Purchaser will only offer and sell the Series 2024B Bonds to persons whom the Initial Purchaser reasonably believes are qualified institutional buyers in transactions meeting the requirements of Rule 144A promulgated under the 1933 Act.

The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Initial Purchaser is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the “**Securities Exchange Act**”), (ii) the primary role of the Initial Purchaser, as an initial purchaser, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Issuer and the Initial Purchaser and the Initial Purchaser has financial and other interests that differ from those of the Issuer; (iii) the Initial Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Initial Purchaser has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Initial Purchaser has to the Issuer expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE SERIES 2024B BONDS.

The Series 2024B Bonds have been authorized pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “**Act**”), and an ordinance adopted by the Board of Commissioners of the Issuer on _____, 2024 (the “**Authorizing Ordinance**”). The Series 2024B Bonds shall be dated the date of delivery. The Series 2024B Bonds shall be issued and secured under and pursuant to the Bond Trust Indenture, dated as of June 1, 2024 (the “**Indenture**”), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “**Trustee**”).

The proceeds of the sale of the Series 2024B Bonds will be used to (i) pay or reimburse HFS KCK, LLC, a Kansas limited liability company (the “**Developer**”) for a portion of the CID Project Costs (as defined in the Development Agreement), (ii) fund a deposit to the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund in the amount of \$_____, (iii) fund a deposit to the Series 2024B Special Reserve Account of the Special Reserve Fund in the amount of \$_____, (iv) fund a deposit to the Series 2024B Debt Service Account of the Debt Service Fund in the amount of \$_____ (to pay capitalized interest on the Series 2024B Bonds), (v) fund a deposit to the Extraordinary Expense Fund in the amount of \$_____, (vi) fund a deposit to the Series 2024B Escrowed Project Account of the Escrowed Project Fund in the amount of \$_____, and (vii) pay the costs of issuing the Series 2024B Bonds.

The Series 2024B Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of the Trust Estate and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Series 2024B Bonds, as provided in the Indenture. The “**Trust Estate**” consists of (i) all moneys and securities from time to time held by the Trustee under the terms of the Indenture; (ii) the amounts received by the Issuer from the imposition of the CID Special Assessments less an Issuer administrative fee of 1% (the “**Revenues**”); and (iii) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture by the Issuer or by anyone in its behalf or with its written consent, to the Trustee.

The Series 2024B Bonds will be secured under the provisions of the Act and the Indenture. The Series 2024B Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in **Schedule I** attached hereto. The Authorized Denominations, Record Dates, Special Record Dates, Interest Payment Dates, and

other details and particulars of the Series 2024B Bonds shall be as described in the Indenture and the 2024B Limited Offering Memorandum (as defined below) of the Issuer.

3. DELIVERY OF THE 2024B LIMITED OFFERING MEMORANDUM AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Initial Purchaser copies of the 2024B Preliminary Limited Offering Memorandum dated _____, 2024, which, including the cover page and all appendices thereto, is herein referred to as the **“2024B Preliminary Limited Offering Memorandum.”** It is acknowledged by the Issuer that the Initial Purchaser may deliver the 2024B Preliminary Limited Offering Memorandum and a final 2024B Limited Offering Memorandum (as hereinafter defined) electronically over the internet and in printed paper form. The Issuer deems the 2024B Preliminary Limited Offering Memorandum final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act (**“Rule 15c2-12”**), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as hereinafter defined), the Issuer shall deliver to the Initial Purchaser a final Limited Offering Memorandum relating to the Series 2024B Bonds dated the date hereof (such Limited Offering Memorandum, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, as hereinafter defined, and the Initial Purchaser, is referred to herein as the **“2024B Limited Offering Memorandum”**) and such additional conformed copies thereof as the Initial Purchaser may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the **“MSRB”**) and to meet potential customer requests for copies of the 2024B Limited Offering Memorandum. The Initial Purchaser agrees to file a copy of the 2024B Limited Offering Memorandum, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (**“EMMA”**) system, if required by MSRB Rule G-32. The 2024B Limited Offering Memorandum shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The 2024B Limited Offering Memorandum shall be in substantially the same form as the 2024B Preliminary Limited Offering Memorandum and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the 2024B Limited Offering Memorandum which are approved by the Initial Purchaser. The Issuer hereby agrees to deliver to the Initial Purchaser an electronic copy of the 2024B Limited Offering Memorandum in a form that permits the Initial Purchaser to satisfy its obligations under the rules and regulations of the MSRB and the United States Securities and Exchange Commission (the **“SEC”**) including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Initial Purchaser before the date hereof of the 2024B Preliminary Limited Offering Memorandum and hereby authorizes and consents to the use by the Initial Purchaser of the 2024B Limited Offering Memorandum and the Indenture in connection with the offering and sale of the Series 2024B Bonds.

(c) In order to assist the Initial Purchaser in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Issuer Continuing Disclosure Agreement (Series 2024B), dated as of June 1, 2024 (the **“2024B Issuer Disclosure Agreement”**), by and between the Issuer and the Trustee, as dissemination agent for the Issuer (the **“Dissemination Agent”**), to provide certain annual financial information and semi-annual operating information and notices of the occurrence of specified events. A description of the 2024B Issuer Disclosure Agreement is set forth in, and the form of such agreement is attached as an appendix to, the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum.

4. **[RESERVED]**

5. **REPRESENTATIONS.** The Issuer represents to and agrees with the Initial Purchaser that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Series 2024B Bonds to the Initial Purchaser pursuant to the Indenture, and execute, deliver and perform its obligations, as the case may be, under the following documents to which it is a party: this Purchase Agreement, the Indenture, the Series 2024B Bonds, the 2024B Issuer Disclosure Agreement, and the Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of ____, 2024 (the “**Development Agreement**” and, collectively with the Purchase Agreement, the Indenture, the Series 2024B Bonds and the 2024B Issuer Disclosure Agreement, the “**Legal Documents**”) and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the 2024B Limited Offering Memorandum.

(b) The Authorizing Ordinance approving and authorizing the execution and delivery by the Issuer of the Legal Documents and the offering, issuance and sale of the Series 2024B Bonds upon the terms set forth herein and in the 2024B Limited Offering Memorandum, was duly adopted at a meeting of the Board of Commissioners of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Indenture and the Series 2024B Bonds conform to the descriptions thereof contained in the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum. The Series 2024B Bonds, when duly issued and authenticated in accordance with the Indenture and delivered to the Initial Purchaser as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Indenture and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors’ rights or remedies heretofore or hereafter enacted. Each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by the Issuer and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Authorizing Ordinance, the issuance, delivery and sale of the Series 2024B Bonds and the execution and delivery of the Legal Documents and compliance with and performance of the Issuer’s obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Legal Documents and the 2024B Limited Offering Memorandum) or under the terms of any such law,

administrative regulation or Material Judgment or Agreement. As used herein, the term **“Material Judgment or Agreement”** means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Authorizing Ordinance and the Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Legal Documents have been obtained; provided that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Series 2024B Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Initial Purchaser pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Initial Purchaser, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the 2024B Limited Offering Memorandum.

(i) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the information contained in the 2024B Preliminary Limited Offering Memorandum (excluding therefrom the information in the sections therein captioned **“2024 CID DEVELOPMENT,” “ANTICIPATED CID DEVELOPMENT,” “PROJECTED SEMI-ANNUAL REDEMPTIONS AND AVERAGE LIFE OF THE SERIES 2024B BONDS,” “NO LITIGATION – The Developer,” “INITIAL PURCHASE,” “Appendix A - Revenue Study”** and in **“Appendix F – Book-Entry Only System”** (the **“Excluded Sections”**)) as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not as of its date and does not as of the date hereof contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) The 2024B Limited Offering Memorandum is, as of its date and at all times after the date of the 2024B Limited Offering Memorandum (excluding therefrom the information in the Excluded Sections as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If the 2024B Limited Offering Memorandum is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the **“end of the underwriting period”** as defined in Rule 15c2-12 (unless the Initial Purchaser notifies the Issuer by the Closing Date of an unsold balance, in which case the **“underwriting period”** shall be deemed to end on the Closing Date), the 2024B Limited Offering Memorandum as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact

necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If between the date of the 2024B Limited Offering Memorandum and the Closing any event shall occur which might or would cause the information contained in the 2024B Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Initial Purchaser thereof, and if, in the opinion of the Initial Purchaser, such event requires the preparation and publication of a supplement or amendment to the 2024B Limited Offering Memorandum, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the 2024B Limited Offering Memorandum in form and substance satisfactory to the Initial Purchaser.

(m) Except as described in the 2024B Preliminary Limited Offering Memorandum and 2024B Limited Offering Memorandum, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Series 2024B Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Series 2024B Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Series 2024B Bonds or the validity or binding effect of any of the Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Indenture or the Act or any provision thereof or the application of the proceeds of the Series 2024B Bonds, (iv) contesting in any way the completeness or accuracy of the 2024B Preliminary Limited Offering Memorandum or the 2024B Limited Offering Memorandum or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the 2024B Preliminary Limited Offering Memorandum and Limited Offering Memorandum or any of the Legal Documents. The Issuer shall advise the Initial Purchaser promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the 2024B Preliminary Limited Offering Memorandum or the 2024B Limited Offering Memorandum in connection with the offering, sale or distribution of the Series 2024B Bonds.

(n) If required in accordance with Rule 15c2-12, the Issuer has provided or will undertake to provide certain annual financial information and semi-annual operating information and notices of the occurrence of specified events. Except as described in the 2024B Limited Offering Memorandum, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(o) Except as described in the 2024B Limited Offering Memorandum, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Initial Purchaser or on the Initial Purchaser's behalf, and shall survive the delivery of the Series 2024B Bonds.

6. INITIAL PURCHASER'S REPRESENTATIONS.

By entering into this Agreement, the Initial Purchaser certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Initial Purchaser understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING.

Delivery of the Series 2024B Bonds shall be made in New York, New York, on the Closing Date (defined below), to the Initial Purchaser through the facilities of The Depository Trust Company in New York, New York (“**DTC**”) or the Series 2024B Bonds shall be delivered to and held by the Trustee in accordance with DTC’s FAST procedures for the benefit of DTC at ____ A.M., Central Time, on June __, 2024, or such other time or date as the Initial Purchaser and the Issuer may mutually agree upon as the date and time of the execution and delivery of the Series 2024B Bonds which is referred to herein as the “**Closing**” and the date on which the Issuer executes and delivers the Series 2024B Bonds is referred to herein as the “**Closing Date.**” Except for purposes of delivery of the Series 2024B Bonds to the Initial Purchaser, the Closing shall take place in the offices of Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108 (“**Bond Counsel**”).

At the Closing, (a) upon satisfaction of the conditions herein specified, the Initial Purchaser shall accept the delivery of the Series 2024B Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered (i) the Series 2024B Bonds to the Initial Purchaser through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Initial Purchaser and (ii) the other documents specified in **Section 8**. The Issuer shall authorize the Trustee to release or authorize the release of the Series 2024B Bonds on the Closing Date upon receipt of payment for the Series 2024B Bonds as aforesaid.

8. CONDITIONS PRECEDENT.

The Initial Purchaser has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Issuer’s obligations under this Purchase Contract are subject to the performance by the Initial Purchaser of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Initial Purchaser’s obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the 2024B Limited Offering Memorandum, the Authorizing Ordinance and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Initial Purchaser.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Authorizing Ordinance, the Legal Documents and the 2024B Limited Offering Memorandum to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Initial Purchaser the final 2024B Limited Offering Memorandum by the time, and in the numbers, required by **Section 3** of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Legal Documents to which the Issuer is a party and the 2024B Limited Offering Memorandum shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Authorizing Ordinance, the Legal Documents or the Revenues as the foregoing matters are described in the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum, which in the reasonable professional judgment of the Initial Purchaser materially impairs the investment quality of the Series 2024B Bonds.

(g) At or prior to the Closing, the Initial Purchaser shall receive the following documents (in each case with only such changes as the Initial Purchaser shall approve):

i. Approving Opinion. The approving opinion(s) of Bond Counsel relating to the Series 2024B Bonds, dated the Closing Date, substantially in the form attached as **Appendix D** to the 2024B Limited Offering Memorandum, and, if not otherwise directly addressed to the Initial Purchaser, a reliance letter with respect thereto addressed to the Initial Purchaser;

ii. Supplemental Opinion. The supplemental opinion of Bond Counsel, addressed to the Initial Purchaser, dated the Closing Date, to the effect that:

1. This Purchase Agreement has been duly executed and delivered by the Issuer and is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State; and

2. The statements contained in the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum on the cover page and in the sections entitled "**THE SERIES 2024B BONDS**" (other than the information concerning DTC and the book-entry system), "**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024B BONDS,**" "**CERTAIN LEGAL MATTERS,**" "**TAX MATTERS,**" **Appendices D** (relating to form of Bond Counsel opinion) and **B** (summarizing certain provisions of the Indenture) to the 2024B Limited Offering Memorandum, and such portions of the "**INTRODUCTION**" as correspond with such sections, insofar as such statements expressly summarize certain provisions of the Indenture, the Series 2024B Bonds or Bond Counsel's opinion, reasonably and fairly summarize the principal terms and provisions of the Legal Documents, and any other agreements expressly addressed therein, and Bond Counsel has no reason to believe that such statements contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

iii. Issuer Chief Counsel Opinion. The opinion of a representative of the office of Chief Counsel for the Issuer (“**Issuer’s Chief Counsel**”), addressed to the Trustee, the Initial Purchaser and Bond Counsel, dated the Closing Date, and in form and substance satisfactory to the Initial Purchaser, substantially in the form of **Exhibit A** hereto;

iv. Issuer Special Counsel Opinion. The opinion of Stinson LLP, Kansas City, Missouri (“**Issuer’s Special Counsel**”), as special counsel to the Issuer, dated the date of the Closing and addressed to the Initial Purchaser, to the effect that:

1. The Development Agreement is in full force and effect and constitutes the legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms; and

2. The information contained in the 2024B Preliminary Limited Offering Memorandum, as of its date and as of the date hereof and the 2024B Limited Offering Memorandum as of its date and as of the Closing Date relating to the Issuer, the Project and the Development Agreement, and the information under the captions “**PLAN OF FINANCE,**” “**2024 CID DEVELOPMENT,**” “**ANTICIPATED CID DEVELOPMENT,**” “**DEVELOPMENT AGREEMENT,**” and such portions of the “**INTRODUCTION**” as correspond with such sections, and the information in the Summary of Certain Provisions of the Development Agreement attached as **Appendix G** thereto does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

v. Initial Purchaser Counsel Opinion. The opinion of Thompson Coburn LLP, St. Louis, Missouri, counsel to the Initial Purchaser, dated the date of the Closing and addressed to the Initial Purchaser, and covering such matters as the Initial Purchaser may reasonably request;

vi. Developer Counsel Opinion. The opinion of Polsinelli PC, Kansas City, Missouri (“**Developer’s Counsel**”), counsel to the Developer, dated the date of Closing and addressed to the Initial Purchaser, in form and substance satisfactory to the Initial Purchaser, to the effect that:

1. The Development Agreement and appendices thereto have been duly authorized, executed and delivered by the Developer and, assuming due execution by the other parties hereto, constitute the valid and binding agreement of the Developer, enforceable in accordance with their terms;

2. The Developer is a limited liability company duly organized, validly existing and in good standing, under the laws of the State;

3. The Developer has all requisite power and authority to (a) operate its properties and to carry on its business and operations as currently conducted, and (b) enter into, execute and deliver the Development Agreement, the Developer Continuing Disclosure Agreement (Series 2024B) and the Developer Acknowledgement and Agreement (Series 2024B) attached to this Purchase Agreement as **Exhibit B** (collectively, the “**Developer Documents**”) and to perform its obligations thereunder;

4. The Developer has taken all necessary action to authorize the execution and delivery of the Developer Documents and the performance of its obligations thereunder;

5. The Developer Documents have been duly executed and delivered by the Developer and are valid and binding agreements of the Developer enforceable in accordance with their terms (except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and to the exercise of judicial discretion in appropriate cases);

6. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency, commission or body having jurisdiction that are required for the execution and delivery by the Developer under the Developer Documents, or the performance by such party and of its obligations thereunder have been obtained or made, except for necessary consents, approvals and/or permits required under the Developer Documents that are not required by the Developer Documents to be obtained prior to the issuance of the Series 2024B Bonds;

7. The performance by the Developer of its obligations under the Developer Documents have not, and will not (with the passage of time or the giving of notice, or both), violate or constitute a breach of or a default under (a) any provision of the organizational documents of the Developer, as applicable, (b) to Developer's Counsel's knowledge, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which the Developer or any of its properties are bound, (c) any constitutional or statutory provision, rule or regulation applicable to the Developer, or any of its properties or (d) to Developer's Counsel's knowledge, any order, rule, regulation or decree of any court, government or governmental body that specifically names and expressly applies to the Developer or any of its properties;

8. To Developer's Counsel's knowledge, there is no legal action, suit, proceeding or investigation pending or threatened against the Developer at law or in equity, before or by any court, agency, arbitrator, public board or body, (a) that contests the organization or existence of the Developer, or the ability of any representative of the Developer to act on its behalf, or (b) that contests or may have a material and adverse effect upon (i) the acquisition, construction, completion or management of the Project, (ii) the validity or enforceability of the Developer Documents, (iii) the due performance by the Developer of its obligations under the Developer Documents, or (iv) wherein an unfavorable decision would have a material adverse effect on the Developer. To Developer's Counsel's knowledge, the Developer is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that has such an effect;

9. To Developer's Counsel's knowledge, the information contained in the 2024B Preliminary Limited Offering Memorandum, as of its date and as of the date hereof and the 2024B Limited Offering Memorandum as of its date and as of the Closing Date under the captions **"2024 CID DEVELOPMENT," "ANTICIPATED CID DEVELOPMENT," "DEVELOPMENT AROUND THE CID," "NO LITIGATION – The Developer"** and such portions of the **"INTRODUCTION"** as correspond with such sections does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

vii. Issuer Certificate. A certificate, dated the Closing Date, signed by the Mayor/CEO (or his designee) of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the

Legal Documents to which the Issuer is a party have been duly authorized and executed and are in full force and effect; (c) except as described in the 2024B Preliminary Limited Offering Memorandum as of its date and as of the date hereof and in the 2024B Limited Offering Memorandum as of its dates and as of the Closing Date, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2024B Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Series 2024B Bonds or the validity of the Series 2024B Bonds, the Authorizing Ordinance or any Legal Document to which the Issuer is a party, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Series 2024B Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the 2024B Preliminary Limited Offering Memorandum as of its date and as of the date hereof and the 2024B Limited Offering Memorandum as of its date and as of the Closing Date or any Legal Document to which the Issuer is a party; and (d) the statements made in the 2024B Limited Offering Memorandum do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the 2024B Limited Offering Memorandum under the Excluded Sections;

- viii. Indenture. Executed or certified copy of the Indenture;
- ix. Other Legal Documents. Executed or certified copies of each other Legal Document;
- x. Authorizing Ordinance. A certified copy of the Authorizing Ordinance;
- xi. Trustee Certificate. A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, to the effect that: (a) the Trustee is a Kansas banking corporation organized and existing under and by virtue of the laws of the State of Kansas, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Series 2024B Bonds to the Initial Purchaser; (b) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Series 2024B Bonds to the Initial Purchaser pursuant to the Indenture; (c) when delivered to and paid for by the Initial Purchaser at the Closing, the Series 2024B Bonds will have been duly authenticated and delivered by the Trustee; (d) the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and (e) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of the Series 2024B Bonds or the collection of the Revenues to be applied to pay the

principal, premium, if any, and interest on the Series 2024B Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Indenture or the power and authority of the Trustee to enter into and perform its duties under the Indenture and to authenticate and deliver the Series 2024B Bonds to or upon the order of the Initial Purchaser;

xii. PGAV Certificate. A certificate of an authorized officer of PGAV Planners, LLC (“PGAV”) consenting to the use, description and incorporation of a study entitled “United Government of Wyandotte County/Kansas City, Kansas Homefield Project Community Improvement District Market Study and Revenue Analysis” dated _____, 2024 (the “Revenue Study”) in the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum and stating that the statements contained in the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum regarding PGAV and the Revenue Study and the information contained therein, under the captions “REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM,” “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024B BONDS,” “BONDOWNERS’ RISKS” and “PROJECTED SEMI-ANNUAL REDEMPTIONS AND AVERAGE LIFE OF THE SERIES 2024B BONDS” and APPENDIX A – “REVENUE STUDY,” and such portions of the “INTRODUCTION” as correspond with such sections, reasonably and fairly summarize the Revenue Study and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

xiii. Other Certificates. Other certificates, listed on a closing agenda to be approved by Bond Counsel and the Initial Purchaser, required in order for Bond Counsel to deliver the opinion referred to in **Section 8(g)(i)** of this Purchase Agreement;

xiv. Revenue Study. The final Revenue Study prepared by PGAV;

xv. Blue Sky Memorandum. A copy of the Blue Sky Survey with respect to the Series 2024B Bonds;

xvi. DTC Letter of Representation. A copy of the Issuer’s executed Blanket Letter of Representation to The Depository Trust Company;

xvii. Series 2024A Bonds. Evidence of the simultaneous issuance of the Series 2024A Bonds; and

xviii. Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Initial Purchaser, counsel for the Initial Purchaser or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of the Series 2024B Bonds pursuant to the Indenture shall have been fulfilled.

9. TERMINATION.

If the Issuer shall be unable to satisfy the conditions of the Initial Purchaser's obligations contained in this Purchase Agreement or if the Initial Purchaser's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Initial Purchaser at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Initial Purchaser to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Initial Purchaser may be waived by the Initial Purchaser.

(a) The Initial Purchaser shall also have the right, before the time of Closing, to cancel its obligations to purchase the Series 2024B Bonds, by written notice (or by telephone confirmed in writing) by the Initial Purchaser to the Issuer, if between the date hereof and the time of Closing, in the Initial Purchaser's sole and reasonable judgment any of the following events shall occur:

(i) the market price or marketability of the Series 2024B Bonds, or the ability of the Initial Purchaser to enforce contracts for the sale of the Series 2024B Bonds, shall be materially adversely affected by any of the following events:

(1) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(2) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for Series 2024B Bonds shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(3) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Series 2024B Bonds, the Authorizing Ordinance or the Legal Documents, or any comparable bonds of the Issuer, are not exempt from the registration, qualification or other requirements of the 1933 Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(4) except as disclosed in or contemplated by the 2024B Limited Offering Memorandum, any material adverse change in the affairs of the Issuer shall have occurred; or

(ii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the 2024B Limited Offering Memorandum (other than any statement provided by the Initial Purchaser) or is not reflected in the 2024B Limited Offering Memorandum but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the 2024B Limited Offering Memorandum to be supplemented to

supply such statement or information, or the effect of the 2024B Limited Offering Memorandum as so supplemented is to materially adversely affect the market price or marketability of the Series 2024B Bonds or the ability of the Initial Purchasers to enforce contracts for the sale of the Series 2024B Bonds; or

(iii) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(iv) a material disruption in bond settlement, payment or clearance services affecting the Series 2024B Bonds shall have occurred; or

(v) any new restriction on transactions in bonds materially affecting the market for the Series 2024B Bonds (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, initial purchasers shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2024B Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the 2024B Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2024B Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the 1933 Act, the Securities Exchange Act and the Trust Indenture Act.

(b) Upon the occurrence of an event permitting termination herein and the termination of this Purchase Agreement by the Initial Purchaser, all obligations of the Issuer and the Initial Purchaser under this Purchase Agreement shall terminate, without further liability.

10. INDEMNIFICATION.

(a) The Issuer. To the extent permitted by law, the Issuer shall indemnify and hold harmless the Initial Purchaser and its respective directors, officers, employees and agents and each person who controls the Initial Purchaser within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an “**Initial Purchaser Indemnitee**”), against any and all losses, claims, damages or liabilities, which arise out of or are based on arise out of or are based upon (i) a claim in connection with the offering of the Series 2024B Bonds to the effect that the Series 2024B Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act, or (ii) any statement or information in the 2024B Preliminary Limited Offering Memorandum or in the 2024B Limited Offering Memorandum that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the 2024B Preliminary Limited Offering Memorandum or the 2024B Limited Offering Memorandum (other than in the Excluded Sections) which is necessary in order to make the statements therein not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) The Initial Purchaser. The Initial Purchaser shall indemnify and hold harmless, to the extent permitted by law, the Issuer and its directors, officers, members, employees and agents and each person who controls the Issuer within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an “**Issuer Indemnitee**”), to the same extent as the foregoing indemnity from the

Issuer to the Initial Purchaser, but only with reference to the statements under the caption “**INITIAL PURCHASE**” in the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum, or any amendment or supplement thereof.

(c) *Indemnified and Indemnifying Parties.* For purposes of subsection (a) or (b) above, an “**Indemnified Party**” means an Initial Purchaser Indemnitee or an Issuer Indemnitee as the context dictates and an “**Indemnifying Party**” means the Issuer or an Initial Purchaser who is under the obligation to indemnify an Indemnified Party under this **Section 10**. In case any claim shall be made or action brought against an Indemnified Party for which indemnity may be sought against any Indemnifying Party, as provided above, the Indemnified Party shall promptly notify the Indemnifying Party in writing setting forth the particulars of such claim or action; but the omission to so notify the Indemnifying Party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Indemnifying Party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any Indemnified Party otherwise than under paragraph (a) or (b) above. The Indemnifying Party shall assume the defense thereof, including the retention of counsel acceptable to such Indemnified Party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An Indemnified Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless the employment of such counsel has been specifically authorized by the Indemnifying Party or the Indemnifying Party shall not have employed counsel reasonably acceptable to the Indemnified Party to have charge of the defense of any such action or proceeding or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action or proceeding on behalf of such Indemnified Party), in any of which events, such legal or other expenses shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein. Any such settlement must include an unconditional release of each Indemnified Party from all liability arising out of such action.

(d) *Contribution.* If the indemnification provided for in this section is unenforceable, unavailable or insufficient to hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall, in lieu of indemnifying such party, contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Initial Purchaser on the other from the offering of the Series 2024B Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, then the Indemnifying Party shall contribute to such amount paid or payable by such Indemnified Party in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer on the one hand and the Initial Purchaser on the other in connection with the statements or omissions which resulted in such losses, claims, damages, or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Initial Purchaser on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer bear to the total initial purchaser discounts and commissions received by the Initial Purchaser. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Initial Purchaser

and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding the provisions of this paragraph, the Initial Purchaser shall not be required to contribute an amount in excess of the amount of its compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

11. AMENDMENTS TO LIMITED OFFERING MEMORANDUM.

During the period commencing on the date of the 2024B Limited Offering Memorandum and ending twenty-five (25) days from the end of the underwriting period (as defined in Rule 15c2-12 and as described in **Section 5(I)** above) the Issuer shall advise the Initial Purchaser if any event relating to or affecting the 2024B Limited Offering Memorandum shall occur as a result of which it may be necessary or appropriate to amend or supplement the 2024B Limited Offering Memorandum in order to make the 2024B Limited Offering Memorandum not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the 2024B Limited Offering Memorandum is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the 2024B Limited Offering Memorandum as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the 2024B Limited Offering Memorandum (in form and substance satisfactory to counsel for the Initial Purchaser) so that the 2024B Limited Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this section, the Issuer will furnish to the Initial Purchaser such information with respect to itself as the Initial Purchaser may from time to time reasonably request.

12. EXPENSES.

Whether or not the Series 2024B Bonds are sold to the Initial Purchaser, the Initial Purchaser shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Series 2024B Bonds are delivered by the Issuer to the Initial Purchaser, the Issuer shall pay, from the proceeds of the Series 2024B Bonds or from other funds of the Issuer, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Legal Documents, including the cost of electronically distributing the 2024B Preliminary Limited Offering Memorandum and the 2024B Limited Offering Memorandum and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Series 2024B Bonds; (c) the fees and expenses of the Issuer, the Trustee, Bond Counsel, and counsel to the Initial Purchaser and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (d) the charges of any rating agency with respect to the Series 2024B Bonds; (e) reimbursement to the Initial Purchaser for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Series 2024B Bonds, including but not limited to industry fees (*e.g.*, DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Initial Purchaser have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Initial Purchaser pursuant to the last paragraph of this **Section 12**, and (f) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Legal Documents and/or the initial offering, sale and delivery of the Series 2024B Bonds. The Issuer does hereby authorize

the Initial Purchaser to pay such expenses on behalf of the Issuer from proceeds of the Series 2024B Bonds at Closing as further described in the closing memorandum relating to the Series 2024B Bonds.

If the Series 2024B Bonds are sold to the Initial Purchaser by the Issuer, the Issuer shall pay out of the proceeds of the Series 2024B Bonds the discount of the Initial Purchaser or the purchase price paid for the Series 2024B Bonds shall reflect such discount.

Except as otherwise provided in this **Section 12**, the Initial Purchaser shall pay the cost, if any, of qualifying the Series 2024B Bonds for sale in the various states chosen by the Initial Purchaser, all advertising expenses in connection with the offering of the Series 2024B Bonds and all other expenses incurred by it in connection with its offering and distribution of the Series 2024B Bonds, not described above.

13. USE OF DOCUMENTS.

The Issuer hereby authorizes the Initial Purchaser to use, in connection with the offering and sale of the Series 2024B Bonds, this Purchase Agreement, the 2024B Preliminary Limited Offering Memorandum, the 2024B Limited Offering Memorandum and the Legal Documents, and the information contained herein and therein.

14. QUALIFICATION OF SECURITIES.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Initial Purchaser as the Initial Purchaser may reasonably request to qualify the Series 2024B Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Initial Purchaser may designate, all such costs, if any, to be paid by the Initial Purchaser as provided in **Section 12** above, and to provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

15. NOTICES.

Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing at the address set forth above, and any such notice or other communication to be given to the Initial Purchaser may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
One Financial Plaza
501 North Broadway
St. Louis, Missouri 63102
Attention: Director of Public Finance

16. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer and the Initial Purchaser (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Initial Purchaser; (ii) delivery of and payment for the Series 2024B Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to **Section 9** (and

in all events the agreements of the Issuer pursuant to **Section 10** and **Section 12** hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under **Section 9** hereof).

17. GOVERNING LAW.

THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF KANSAS.

18. WAIVER OF JURY TRIAL.

THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Very truly yours,

By:

STIFEL, NICOLAUS & COMPANY,
INCORPORATED,
as Initial Purchaser

By: _____

Name: James J. Lahay

Title: Managing Director

Approved and Agreed to: _____, 2024

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____

Name:

Title:

SCHEDULE I

Principal Amounts, Interest Rates and Prices

Optional and Mandatory Redemption

**EXHIBIT A
TO THE PURCHASE AGREEMENT**

FORM OF OPINION OF ISSUER’S CHIEF COUNSEL

June __, 2024

Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Stifel, Nicolaus & Company, Incorporated
St. Louis, Missouri

Gilmore & Bell, P.C., as Bond Counsel
Kansas City, Missouri

Re: Unified Government of Wyandotte County/Kansas City, Kansas Taxable Community
Improvement District Special Assessment Revenue Bonds (Homefield Project),
Series 2024B

Ladies and Gentlemen:

I have acted as Chief Counsel to the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”) in connection with the issuance of the above-referenced bonds (the “Series 2024B Bonds”) pursuant to the terms and provisions of the Bond Trust Indenture dated as of June 1, 2024 (the “Indenture”), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

In connection with rendering my opinion, I have reviewed such agreements, documents and matters of fact and law as I have deemed necessary, including, without limitation, the following:

- (a) Indenture.
- (b) Bond Purchase Agreement dated _____, 2024 (the “Bond Purchase Agreement”) between the Issuer and Stifel, Nicolaus & Company, Incorporated (the “Initial Purchaser”);
- (c) Issuer Continuing Disclosure Agreement (Series 2024B) dated as of June 1, 2024 between the Issuer and the Trustee, as dissemination agent; and
- (d) Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of _____, 2024, between the Issuer and the Developer.

Items (a) through (d) above are collectively referred to herein as the “Bond Documents” and items (a) through (d) above are collectively referred to herein as the “Issuer Documents.”

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Issuer is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas.

2. Ordinance No. _____ adopted by the Issuer on _____, 2024 authorizing the issuance of the Series 2024B Bonds and the execution and delivery of the Bond Documents, was duly adopted pursuant to all applicable laws and is in full force and effect.

3. The Issuer has all requisite power and authority to issue the Series 2024B Bonds, to execute and deliver the Series 2024B Bonds and the Issuer Documents and to perform its obligations thereunder.

4. The Issuer has taken all necessary action to authorize the issuance of the Series 2024B Bonds, the execution and delivery of the Series 2024B Bonds and the Issuer Documents, and the performance of its obligations thereunder.

5. The Series 2024B Bonds and the Issuer Documents have been duly executed and delivered by the Issuer and are in full force and effect. The Issuer Documents constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms (except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and to the exercise of judicial discretion in appropriate cases).

6. There is no action, suit or proceeding or investigation at law or in equity before or by any court, public board or body pending, or, to my knowledge, threatened against or affecting the Issuer (a) to restrain or enjoin the sale, issuance or delivery of any of the Series 2024B Bonds or the collection or application of Revenues under the Indenture, (b) in any way contesting or affecting the power of the Issuer to sell or issue the Series 2024B Bonds or the validity of the Series 2024B Bonds or the Issuer Documents, or (c) in any way contesting the existence, powers or actions of the Issuer relating to the issuance of the Series 2024B Bonds or the execution, delivery or performance by the Issuer of the Issuer Documents.

7. Neither the issuance of the Series 2024B Bonds, nor the execution and delivery of the Issuer Documents, nor the consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene the ordinances, rules, regulations of the Issuer or the laws of the State of Kansas or, to the best of my knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound.

8. All consents, authorizations, approvals and orders required to be obtained, and all notices and filings required to be made, with any court, governmental authority, regulatory body or third party for the issuance of the Series 2024B Bonds and the due execution, delivery and performance by the Issuer of the Issuer Documents and the consummation of the transactions contemplated thereby, have been duly obtained or made.

9. To the best of my knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Issuer Documents to which it is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Issuer Documents to which the Issuer is a party;

10. The Preliminary Limited Offering Memorandum dated _____, 2024 and the Limited Offering Memorandum dated _____, 2024 relating to the Series 2024B Bonds (the "Final Limited Offering Memorandum" and collectively, the "Limited Offering Memorandum") have been duly authorized, executed (in the case of the Final Limited Offering Memorandum) and delivered by the Issuer. The information in the Limited Offering Memorandum under the captions **"DEVELOPMENT AROUND THE CID," "SPECIAL ASSESSMENT LEVY, REPORTING AND COLLECTION," "CONTINUING DISCLOSURE UNDERTAKINGS"** (but solely as it relates to the Issuer) and **"NO LITIGATION – The Issuer,"** and **APPENDIX E – "CERTAIN INFORMATION CONCERNING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS"** and such portions of the **"INTRODUCTION"** as correspond with such sections, does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

In rendering the foregoing opinions, I have assumed the due authorization, execution and delivery of the Issuer Documents by the parties thereto other than the Issuer and the due authentication and delivery of the Series 2024B Bonds by the Trustee.

This opinion is limited to the matters expressly stated and no opinion is implied or may be inferred beyond such matters. This opinion letter is solely for the benefit of the Initial Purchaser, the Trustee and Gilmore & Bell, P.C., as Bond Counsel, and may be relied upon by them only in connection with the issuance of the Series 2024B Bonds and the transactions contemplated by the Issuer Documents, and may not be used or relied upon by any other person for any purpose whatsoever, without in each instance my prior written consent. I express no opinion on the effect of the laws of any state than those of the State of Kansas. This opinion is issued only with respect to the present status of the law in Kansas and I undertake no obligation or responsibility to update or supplement this opinion in response to subsequent changes in the law or future events affecting the terms of the Issuer Documents.

Very truly yours,

Angela Lawson
Acting Chief Counsel

EXHIBIT B
TO THE PURCHASE AGREEMENT
DEVELOPER ACKNOWLEDGMENT AND AGREEMENT (SERIES 2024B)

(Attached)

DEVELOPER ACKNOWLEDGMENT AND AGREEMENT (SERIES 2024B)

The undersigned, HFS KCK, LLC, a Kansas limited liability company (the “**Developer**”), hereby acknowledges and agrees to the financial terms of the Unified Government of Wyandotte County/Kansas City, Kansas, Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (the “**Series 2024B Bonds**”) set forth in the final pricing numbers attached hereto. The Developer intends to proceed with the development of the project to be financed with the Series 2024B Bonds in accordance with the terms of the Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of _____, 2024 (the “**Development Agreement**”), between the Developer and the Unified Government of Wyandotte County/Kansas City, Kansas. In addition, the Developer acknowledges and agrees that (a) the issuance, sale and delivery of the Series 2024B Bonds constitutes the issuance of “CID Bonds” within the meaning of the Development Agreement, and the Developer shall be irrevocably committed to building (or causing to be built) all of the CID Improvements, excluding Top Golf and the Arena, as described in the Development Agreement, and (b) the Developer’s performance under the Development Agreement is financially feasible based on the amount of Series 2024B Bond proceeds to be deposited in the Series 2024B Project Account of the Project Fund and the Series 2024B Escrowed Project Account of the Escrowed Project Fund reflected in the pricing numbers attached hereto.

Dated: _____, 2024.

HFS KCK, LLC, a Kansas limited liability company

By: _____
Name: Greg Maday
Title: Manager

ISSUER CONTINUING DISCLOSURE AGREEMENT (SERIES 2024B)

This **ISSUER CONTINUING DISCLOSURE AGREEMENT (SERIES 2024B)** dated as of June 1, 2024 (the “**Continuing Disclosure Agreement**”) is executed and delivered by the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the “**Issuer**”) and **SECURITY BANK OF KANSAS CITY**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the Issuer of its \$_____ Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (the “**Series 2024B Bonds**”) pursuant to a Bond Trust Indenture, dated as of June 1, 2024 (the “**Indenture**”), between the Issuer and Security Bank of Kansas City, as trustee (the “**Trustee**”). The Series 2024B Bonds are to be issued by the Issuer, pursuant to and in accordance with the provisions of K.S.A. 12-6a26 *et seq.*, as amended and supplemented from time to time.

2. The Issuer and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2024B Bonds and in order to assist the Initial Purchaser in complying with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Issuer and the Dissemination Agent acknowledge that the Issuer is the only “obligated person” with responsibility for continuing disclosure.

In accordance with the Indenture and in consideration of the mutual covenants and agreements herein, the Issuer and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Limited Offering Memorandum (defined herein) and the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

“**Beneficial Owner**” means any registered owner of any of the Series 2024B Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024B Bonds (including persons holding Series 2024B Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2024B Bonds for federal income tax purposes.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Dissemination Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“**CID**” means the Homefield Community Improvement District created by Ordinance No. O-101-23 passed by the governing body of the Issuer on September 14, 2023.

“**CID Hotel Fee**” means a fee multiplied by the number of occupied hotel room nights at the Margaritaville Resort Hotel in a given month, which fee is payable from the Developer to the Trustee in the immediately subsequent month and calculated pursuant to Exhibit 22 of the Development Agreement.

“CID Special Assessments” means the special assessments levied within the CID by Ordinance No. O-127-23 passed on September 28, 2023, commencing in calendar year 2025 for a maximum of 20 years thereafter.

“CID Ticket Fee” means a fee multiplied by the number of admission tickets to the Arena and the Atlas 9 Museum sold in a given month, which fee is payable from the Developer to the Trustee in the immediately subsequent month and calculated pursuant to Exhibit 22 of the Development Agreement.

“Developer” means HFS KCK, LLC, a Kansas limited liability company, and its successors and assigns.

“Development Agreement” means the Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022, as amended by the First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of June 8, 2023 and the Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement dated as of _____, 2024, between the Issuer and the Developer, and as it may be further amended and supplemented from time to time.

“Disclosure Representative” shall mean the acting Chief Financial Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing from time to time.

“Dissemination Agent” means Security Bank of Kansas City, Kansas City, Kansas, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Initial Purchaser ” means Stifel, Nicolaus & Company, Incorporated, as the initial purchaser of the Series 2024B Bonds required to comply with the Rule in connection with offering of the Series 2024B Bonds.

“Limited Offering Memorandum” means the Limited Offering Memorandum dated _____, 2024 used in connection with the offering and sale of the Series 2024B Bonds.

“Material Events” means any of the events listed in **Section 3(a)** and **Section 3(b)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Semi-Annual Report” means any Semi-Annual Report provided by the Dissemination Agent on behalf of the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement and in substantially the form as set forth in **Exhibit B**.

“Semi-Annual Report Date” means each April 1 and October 1, commencing on October 1, 2024.

“Semi-Annual Reporting Period” means the semi-annual period ending March 1 and September 1 of each year.

Section 2. Provision of Annual Reports and Semi-Annual Reports.

- (a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 365 days after the end of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2024, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):

The audited financial statements of the Issuer for the Fiscal Year prior to the year in which the Annual Report is due to be filed with the MSRB, prepared in accordance with accounting principles generally accepted in the United States of America. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall either (1) provide the Annual Report to the Dissemination Agent, with written instructions to file the Annual Report as specified in subsection (a), or (2) provide written notice to the Dissemination Agent that the Issuer has filed the Annual Report with the MSRB (or will do so prior to the deadline specified in subsection (a)).

- (c) If the Dissemination Agent has not received either an Annual Report with filing instructions or a written notice from the Issuer that it has filed an Annual Report with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in a timely manner in substantially the form attached as **Exhibit A**.
- (d) The Dissemination Agent shall, unless the Issuer has certified in writing that the Issuer (or another entity on behalf of the Issuer) has provided an Annual Report to the MSRB, via EMMA, promptly following receipt of an Annual Report and instructions required in subsection (b) above, file the Annual Report with the MSRB, via EMMA, and shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the required Annual Report has been provided to the MSRB, via EMMA, pursuant to this Continuing Disclosure Agreement, and stating the date it was filed with the MSRB.
- (e) The Dissemination Agent shall send notice, no later than September 1 of each year, commencing September 1, 2024, to the Issuer of the Issuer's obligation to provide the Annual Report.
- (f) The Dissemination Agent shall notify the Issuer each year not later than 60 days and again not later than 30 days prior to each Semi-Annual Report Date that the Semi-Annual Report must be provided to the Dissemination Agent or the MSRB, via EMMA.
- (g) The Issuer shall provide a Semi-Annual Report to the Dissemination Agent not later than each Semi-Annual Report Date. The Dissemination Agent shall provide the Semi-Annual Report to the MSRB within 5 Business Days after receipt thereof from the Issuer.
- (h) The Dissemination Agent shall, unless the Issuer has certified in writing that the Issuer (or another entity on behalf of the Issuer) has provided a Semi-Annual Report to the MSRB, via EMMA, promptly following receipt of a Semi-Annual Report and instructions required in subsection (f) above, file the Semi-Annual Report with the MSRB, via EMMA, and shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the required Semi-Annual Report has been provided to the MSRB, via EMMA, pursuant to this Continuing Disclosure Agreement, and stating the date it was filed with the MSRB.
- (i) If the Dissemination Agent has not received the Semi-Annual Report by the Semi-Annual Report Date, the Dissemination Agent shall, in a timely manner, so notify the MSRB within 5 Business Days of the Semi-Annual Report Date. Such notice shall be filed in substantially the form attached hereto as **Exhibit A**.

Section 3. Reporting of Material Events.

(a) No later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given notice of the occurrence of any of the following events with respect to the Series 2024B Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and, whether or not material, tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) the appointment of a successor or additional trustee, whether or not material, or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties; and

(b) In addition to the above, the Issuer shall promptly give, or cause to be given, notice of the occurrence of a default under the Development Agreement.

(c) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Chief Financial Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection 3(d). If in response to a request under this subsection 3(c), the Issuer determines that the event does not constitute a Material Event, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection 3(c) or otherwise, the Issuer shall report the occurrence to the MSRB pursuant to subsection 3(a) or 3(b), as applicable, or notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection 3(e), in either event so that notice is given within ten (10) Business Days after the occurrence of the event.

(e) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, via EMMA, with a copy to the Issuer.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2024B Bonds. If the Issuer's obligations under this Continuing Disclosure

Agreement or the Indenture are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2024B Bonds, the Issuer shall cause the Dissemination Agent to give notice of such termination or substitution in the same manner as for a Material Event under **Section 3(d)**.

Section 5. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Security Bank of Kansas City. The Dissemination Agent may resign at any time upon giving 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including, without limitation, any Semi-Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Agreement.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Issuer) and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer and the Dissemination Agent with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, (a) notice of such change shall be given in the same manner as for a Material Event under Section 3 and (b) the Issuer shall describe such amendment or waiver in the next Semi-Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Issuer chooses to include any information in any Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Issuer shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Material Event.

Section 8. Default. Any failure by the parties to perform in accordance with this Continuing Disclosure Agreement shall not constitute an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. If either of the parties fail to comply with this Continuing Disclosure Agreement, any Initial Purchaser or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such party to comply with its obligations hereunder.

Section 9. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or other communications to or among any of the parties to this Continuing Disclosure Agreement shall be sufficiently given and shall be deemed given upon receipt if delivered in person or by overnight courier, if given by facsimile, receipt confirmed by telephone, or if mailed by registered certified mail, return receipt requested, postage prepaid, and will be deemed given on the second day following the date on which such notice or communication is so mailed, addressed, as follows:

To the Issuer:	Unified Government of Wyandotte County / Kansas City, Kansas Attention: County Administrator 701 N. 7 th Street, 9 th Floor Kansas City, Kansas 66101
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To the Dissemination Agent:	Security Bank of Kansas City Attention: Corporate Trust Department One Security Plaza 701 Minnesota Avenue, Suite 206 Kansas City, Kansas 66101
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Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Initial Purchaser, and Beneficial Owners from time to time of the Series 2024B Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 15. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original 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.

[Signatures appear on the following page]

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

Name: Tyrone Garner
Title: Mayor/CEO

SECURITY BANK OF KANSAS CITY,
as Dissemination Agent

By: _____
Name: Peter B. Gardner
Title: Senior Vice President

EXHIBIT A

NOTICE OF FAILURE TO FILE [ANNUAL][SEMI-ANNUAL] REPORT

Name of Issuer: Unified Government of Wyandotte County/Kansas City, Kansas (the “**Issuer**”)

Name of Issue: \$_____ Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (“**Series 2024B Bonds**”)

Date of Issuance: June __, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided [an Annual][a Semi-Annual] Report with respect to the above-named Series 2024B Bonds as required by the Issuer Continuing Disclosure Agreement (Series 2024B) dated as of June 1, 2024, between the Issuer and Security Bank of Kansas City, as Dissemination Agent. The Issuer has notified the Dissemination Agent that the Issuer anticipates that [an Annual][a Semi-Annual] Report will be filed by _____.

Dated: _____

**SECURITY BANK OF KANSAS CITY, as
Dissemination Agent on behalf of the Unified
Government of Wyandotte County/Kansas
City, Kansas**

By: _____
Title: _____

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

EXHIBIT B

FORM OF SEMI-ANNUAL REPORT

**Name of Issuer/
Obligated Person:** Unified Government of Wyandotte County/Kansas City, Kansas (the “**Issuer**”)

Name of Issue: \$_____ Taxable Community Improvement District Special Assessment Revenue Bonds (Homefield Project), Series 2024B (“**Series 2024B Bonds**”)

Date of Issuance: June __, 2024

Date of Report: _____, 20__

This Semi-Annual Report relates only to the Issuer’s continuing disclosure obligation undertaken in connection with the delivery of the Series 2024B Bonds pursuant to SEC Rule 15c2-12. The Issuer may have additional continuing disclosure obligations in connection with other municipal debt that are not covered by this Semi-Annual Report.

For the Semi-Annual Reporting Period ended [March 1][September 1], 20__:

1. The amount of monies received by the Trustee from the Developer pursuant to the Development Agreement as a CID Hotel Fee or a CID Ticket Fee for deposit in the Revenue Fund was \$_____;
2. The amount of monies received by the Trustee from the Issuer from CID Special Assessments pursuant to the Indenture for deposit in the Revenue Fund was \$_____;
3. The amount on deposit in the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund is \$_____; and
4. [The amount on deposit in the Series 2024B Special Reserve Account of the Special Reserve Fund is \$_____.]

For the Semi-Annual Reporting Period ended [March 1][September 1], 20__, the amount of principal on the Series 2024B Bonds paid from amounts on deposit in the Revenue Fund on each Interest Payment Date pursuant to the special mandatory redemption provisions of the Indenture, and the interest paid on each Interest Payment Date, was as follows:

[insert or attach table with payment information]

For the Semi-Annual Reporting Period ended [March 1][September 1], 20__, the amount of principal on the Series 2024B Bonds paid from the Series 2024B Project Account or the Series 2024B Escrowed Project Account on each Interest Payment Date pursuant to the extraordinary mandatory redemption provisions of the Indenture was as follows:

[insert or attach table with payment information]

The Series 2024B Bonds were outstanding in the principal amount of \$_____ at the end of the Semi-Annual Reporting Period ended [March 1][September 1], 20____.

* * *

For each Semi-Annual Reporting Period, insert the table below with respect to the Series 2024B Escrowed Project Account of the Escrowed Project Fund, including inserting the applicable response for the **“If Escrow Release Condition Satisfied”** and **“If Escrow Release Condition Failed”** columns.

Escrow Release Conditions	Escrowed Amount	Description of Condition	Satisfaction Deadline	If Escrow Release Condition Satisfied	If Escrow Release Condition Failed
First Escrow Release Conditions	\$ _____	Trustee receives (a) not less than \$ _____ of Revenues by _____ 1, 20____ or (b) not less than \$ _____ of Revenues by _____ 1, 20____.	(a) _____ 1, 20____ or, if condition not met by such date, (b) _____ 1, 20____.	[N/A][The First Escrow Release Conditions were satisfied and the First Escrowed Amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024B Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][The First Escrow Release Conditions were not satisfied and the First Escrowed Amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024B Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
Second Escrow Release Conditions					
(a)	\$ _____	Margaritaville Resort Hotel [and Atlas 9 Museum] have achieved “dry-in,” as such term is commonly used in the construction industry	October 31, 2024	[N/A][Clause (a) of the Second Escrow Release Conditions was satisfied and a portion of the Second Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024B Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (a) of the Second Escrow Release Conditions was not satisfied and a portion of the Second Escrowed Amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024B Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
(b)	\$ _____	Margaritaville Resort Hotel is fully constructed, completed and open and operating	_____, 20____	[N/A][Clause (b) of the Second Escrow Release Conditions was satisfied and a portion of the Second Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024B Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (b) of the Second Escrow Release Conditions was not satisfied and a portion of the Second Escrowed Amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024B Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
Third Escrow Release Conditions					
(a)	\$ _____	[Margaritaville Resort Hotel and] Atlas 9 Museum have achieved “dry-in,” as such term is commonly used in the construction industry	October 31, 2024	[N/A][Clause (a) of the Third Escrow Release Conditions was satisfied and a portion of the Third Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024B Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (a) of the Third Escrow Release Conditions was not satisfied and a portion of the Third Escrowed Amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024B Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]
(b)	\$ _____	Atlas 9 Museum is fully constructed, completed and open and operating	_____, 20____	[N/A][Clause (b) of the Third Escrow Release Conditions was satisfied and a portion of the Third Escrowed Amount in the amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund and deposited in the Series 2024B Project Account of the Project Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]	[N/A][Clause (b) of the Third Escrow Release Conditions was not satisfied and a portion of the Third Escrowed Amount of \$ _____ was withdrawn from the Series 2024B Escrowed Project Account of the Escrowed Project Fund, \$ _____ was withdrawn from the Series 2024B Debt Service Reserve Account of the Debt Service Reserve Fund and such amounts were deposited in the Series 2024B Debt Service Account of the Debt Service Fund in the Semi-Annual Reporting Period ended [March 1][September 1], 20____.]



Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Jeffrey Conway, Assistant Counsel jconway@wyckck.org x5075	Finance
AGENDA ITEM #		
RESOLUTION: ATLAS 9 INDUSTRIAL REVENUE BONDS		
BACKGROUND		
Resolution of intent to issue industrial revenue bonds for the Homefield Atlas 9 "immersive" museum in an amount not to exceed \$30,000,000 (Sales tax exemption only).		
RECOMMENDATION		
Approve Fast Track April 29th ED/F & May 2nd Full Commission Approve resolution and fast track to May 2nd Full Commission		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
None		
IT/POLICY CONSIDERATIONS		
None		
PROCUREMENT CONSIDERATIONS		
None		
LEGAL CONSIDERATIONS		
Precursor to IRB issuance once project is substantially complete.		
ATTACHMENTS		
Resolution of Intent - Atlas 9 - Sales Tax Only (UG), HOMEFIELD SPORTS - ATLAS 9 -- IRB Application (89652923v2)-c		

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

AWF 4/16/2024
TDB 4/16/2024

RESOLUTION NO. R-____-24

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF ATLAS9 KC JV, LLC, AND ITS SUCCESSORS AND ASSIGNS (HOMEFIELD ATLAS 9 – SALES TAX EXEMPTION ONLY)

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

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

WHEREAS, Atlas9 KC JV, LLC, a Kansas limited liability company (together with successors or assigns, the “Company”), has submitted to the Unified Government an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the Unified Government finance the cost of acquiring, constructing, improving and equipping an immersive art museum with multiple installations, interactives and integrated live performances, which may include a movie theater, a themed concession stand, a gift shop and an auditorium and all related improvements more fully described in the Application, located approximately in the northwest corner of N. 98th Street and State Avenue in Kansas City, Kansas (collectively, the “Project”) through the issuance of its industrial revenue bonds in the principal amount not to exceed \$30,000,000 (collectively, the “Bonds”), and to lease the Project to the Company or its successors and assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Unified Government and its inhabitants that the Unified Government finance the costs of the Project by the issuance of Bonds in the principal amount not to exceed \$30,000,000, said Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Unified Government to the Company.

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

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

Section 2. Intent to Issue Bonds. The governing body of the Unified Government hereby determines and declares the intent of the Unified Government to acquire, construct, improve and equip the Project out of the proceeds of the Bonds in the principal amount of not to exceed \$30,000,000 to be issued pursuant to the Act.

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

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

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

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

Section 7. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Unified Government will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 8. No Reliance on Resolution. Kansas law provides that the Unified Government may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Unified Government has not yet passed an Ordinance for a series of Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that

the Project will be approved.

Section 9. Termination of Resolution. This Resolution shall terminate one (1) year from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Unified Government for the Project. The Unified Government, upon the written request of the Company, may extend this time period.

Section 10. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Company. The Unified Government may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 11. Further Action. Counsel to the Unified Government and Gilmore & Bell, P.C., Bond Counsel for the Unified Government, together with the officers and employees of the Unified Government, are hereby authorized to work with the purchaser of each series of Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Unified Government all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 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.

[Balance of page intentionally left blank]

**ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 2ND DAY OF MAY, 2024.**

By: _____
Tyrone A. Garner, Mayor/CEO

(Seal)

ATTEST:

By: _____
Monica L. Sparks, Interim Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel



UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS



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

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

February 29, 2024

Date of Application

HFS KCK, LLC (or assigns, "Applicant")

Applicant (Firm Name or Name of Individual)

Telephone Number (816) 739-7939

Fax Number _____

E-mail Address gmaday@specchem.com

520 West Pennway Street, Suite 300, Kansas City, MO 64108

Address

Greg Maday

Name of Responsible Officer

Authorized Representative

Title

520 West Pennway Street, Suite 300, Kansas City, MO 64108

Address

Curt Petersen

Attorney for Applicant

Telephone Number (913) 234-7458

Fax Number _____

E-mail Address cpetersen@polsinelli.com

900 West 48th Place, Suite 900, Kansas City, MO 64112

Address

Underwriter or Purchaser of Bonds (If known)

Telephone Number _____

Fax Number _____

E-mail Address _____

Address

Amount of Bonds
Requested:

\$30,000,000

Nature of
Project:

☐

Industrial

☒

Commercial

☐

Agricultural

☐

Pollution Control

☐

Other (please specify) _____

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

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

I. Corporate or Business Entity Information

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

Applicant is a special purpose entity formed solely for the purpose of developing the Project (as described in Section II below).

Additional information can be provided upon request.

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

Limited liability company

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

2020 - Kansas

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

Please see Question I(A) above.

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

Please see Question I(A) above.

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

Greg Maday, Authorized Representative

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

N/A

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

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

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

II. The Project

A. Type of project (check one)

- ☒ New business
☐ Establishment of branch plant/business
☐ Acquisition of existing business
☐ Expansion of existing business

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

Developer will design, develop, construct and operate an immersive art museum with multiple installations, interactives and integrated live performances, which may include a movie theater, a themed concession stand, a gift shop and an auditorium.

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

Yes, the facility will engage in direct retail sales.

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

Northwest corner of N. 98th Street and State Avenue, Kansas City, Kansas 66111

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

Will be completed in zoning/platting process.

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

Real Estate	\$	683,924**
Improvements	\$	
Equipment	\$	

**The Project site is located entirely within Parcel No. 413102. The above figure assumes the Project occupies approximately 65% of Parcel No. 413102 (full County appraised value is \$1,052,190).

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

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

G. Will the applicant be in direct competition with other local firm(s)? If so, name the firm(s):
No, the Project will be unique to the area.

Describe the nature of the competition:

N/A

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

N/A

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

No.

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

Yes.

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

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

III. Nature of Improvements

A. Approximate amount requested:

Land	\$	<u>300,000</u>
Buildings	\$	<u>28,000,000</u>
Machinery and Equipment	\$	<u>included above</u>
Financing Costs	\$	<u>included above</u>
Other (specify)	\$	<u>1,700,000</u>

Total	\$	<u>30,000,000</u>

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

TBD.

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

Contractor - DI Build; 10000 Marshall Drive, Lenexa, Kansas 66215; (913) 340-0988

Superior Bowen; 520 W Pennway Street, Suite 300, Kansas City, Missouri 64108; (816) 921-8200

Architect - Matt Masilonis; 2000 Shawnee Mission Parkway, Suite 100, Mission Woods, Kansas 66205; (816) 502-1500

Engineer - Continental Consulting Engineers, Inc.; 11006 Parallel Parkway, Kansas City, Kansas 66109; (913) 642-6642

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

Approximately 85

How many new jobs will be created initially?

How many new jobs will created ultimately?

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

The project is expected to create approximately 85 jobs across a variety of employment levels and positions, including numerous artists and performers.

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

100%

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

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

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

N/A

H. Is the prospective location properly zoned?

See below

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

Applicant is currently in the planning/zoning process.

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

TBD

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

No.

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

IV. The Financing

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

No.

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

N/A

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

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

None.

What is the source of such funds?

N/A

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

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

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

N/A. Applicant will purchase the bonds.

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

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

- F. Has the applicant considered conventional financing?
-

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

Applicant will purchase the bonds.

V. Tax Abatement

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

Yes. Fixed PILOT structure.

VI. Appraiser's Statement

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

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

VI. **Certification of Applicant**

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

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

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

APPLICANT NAME: HFS KCK, LLC by Greg Maday

SIGNATURE: _____

TITLE: Authorized Representative

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

Dated this 29th day of February, 2024.

HFS KCK, LLC

Applicant Name

By: Greg Maday

Title: Authorized Representative

FIRM DATA SHEET
(To be completed by the Firm)

Firm and Its Employees

Name of Firm: HFS KCK, LLC

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

Developer will design, develop, construct and operate an immersive art museum with multiple installations, interactives and integrated live performances, which may include a movie theater, a themed concession stand, a gift shop and an auditorium.

SIC _____

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

Land	\$ _____
Building and improvements	\$ _____
Furniture, fixtures and equipment	\$ _____

Projected expansions:

Expansion 2:

Year of expansion: TBD

Additional investment in:

Land	\$ _____
Buildings and improvements	\$ _____
Furniture, fixtures and equipment	\$ _____

Expansion 3:

Year of expansion _____

Additional investment in:

Land	\$ _____
Buildings and improvements	\$ _____
Furniture, fixtures and equipment	\$ _____

Expansion 4:

Year of expansion _____

Additional investment in:

Land	\$ _____
Buildings and improvements	\$ _____
Furniture, fixtures and equipment	\$ _____

FIRM DATA SHEET
(To be completed by the Firm)

New or additional sales of the firm

Year	
1	\$ <u>19,000,000</u>
2	\$ <u>19,570,000</u>
3	\$ <u>20,157,100</u>
4	\$ <u>20,761,813</u>
5	\$ <u>21,384,667</u>
6	\$ <u>22,026,207</u>
7	\$ <u>22,686,993</u>
8	\$ <u>23,367,603</u>
9	\$ <u>24,068,631</u>
10	\$ <u>24,790,690</u>

Percent of sales subject to sales taxes in the:

City	<u>100</u>	%
County	<u>100</u>	%
State	<u>100</u>	%

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

10 %

Annual purchases of the firm:

Year	
1	\$ <u>175,000</u>
2	\$ <u>180,250</u>
3	\$ <u>185,657</u>
4	\$ <u>191,227</u>
5	\$ <u>196,964</u>
6	\$ <u>202,873</u>
7	\$ <u>208,959</u>
8	\$ <u>215,228</u>
9	\$ <u>221,685</u>
10	\$ <u>228,335</u>

Percent of purchases subject to sales taxes in the:

City	<u>50</u>	%
County	<u>50</u>	%
State	<u>75</u>	%

FIRM DATA SHEET

(To be completed by the Firm)

Annual utilities that will be used by the firm:

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

Year

1	\$	
2	\$	
3	\$	
4	\$	
5	\$	
6	\$	
7	\$	
8	\$	
9	\$	
10	\$	

Number of new employees moving to the county each year:

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

FIRM DATA SHEET
(To be completed by the Firm)

Average Annual Salaries of employees:

Year	
1	\$ 50,000
2	\$ 50,000
3	\$ 50,000
4	\$ 50,000
5	\$ 50,000
6	\$ 50,000
7	\$ 50,000
8	\$ 50,000
9	\$ 50,000
10	\$ 50,000

Household size of a typical new worker: 3.5

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

Construction

Initial construction or expansion:

Cost of construction at the firm's new or expanded facility: \$ 27,000,000

If construction is by an outside contractor, estimated percent profit on the cost of construction: 5%

Amount of taxable construction materials purchased in:

Kansas \$ 8,750,000

The County \$ 4,500,000

The City \$ 4,500,000

Amount of taxable furniture, fixtures and equipment purchased in:

Kansas \$

The County \$

The City \$

Total construction salaries: \$ 8,883,000

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

Household size of an average construction worker: 3.5

Number of construction workers: 928

FIRM DATA SHEET

(To be completed by the Firm)

Expansion 2:

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

Expansion 3:

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

FIRM DATA SHEET

(To be completed by the Firm)

Expansion 4:

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

Visitors

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

Year	
1	200,000
2	200,000
3	200,000
4	200,000
5	200,000
6	200,000
7	200,000
8	200,000
9	200,000
10	200,000

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

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

In the City:	1
Anywhere in the county:	1