



Full Commission Special Meeting

UPDATED Agenda

Thursday, July 18, 2024
4:00 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 the link below to join the webinar:

<https://us02web.zoom.us/j/83422731836>

Webinar ID: 834 2273 1836

Or One tap mobile:

US: +17193594580,83729948563# or +12532050468,,83729948563#

Or Telephone:

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

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

International numbers available: <https://us02web.zoom.us/j/83422731836>

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

I. CALL TO ORDER

II. ROLL CALL

III. REVISIONS TO JULY 18, 2024 SPECIAL MEETING AGENDA

1. Amended Notice of Special Meeting
2. Adding Item #2 under the Mayor's Agenda

IV. MAYOR'S AGENDA

1. UPDATE: CITY HALL LOFTS/CITY HALL PLACE PROJECTS

SYNOPSIS: Update regarding permits and parking agreements related to the business development at 6th & Ann Streets, Kansas City, Kansas, commonly known as City Hall Lofts/City Hall Place.

Tracking # 21254

2. RESOLUTION: RESTATING THE AUTHORITY OF THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS TO SET OVERALL POLICY

SYNOPSIS: Approval of a resolution restating the authority of the Unified Government Board of Commissioners to set overall policy and clarifying the intent that the determination of meaning, and implementation of such policy may be made by the Board.

Tracking # 21281

V. ADJOURN



Unified Government Clerk's Office
Monica L Sparks
Unified Government Interim Clerk

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

Phone: 913-573-5260

Fax: 913-573-5299

<http://www.wycokck.org>

AMENDED NOTICE OF SPECIAL MEETING

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

You are hereby notified that I have called a Special Meeting of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, July 18, 2024, at 4:00 PM regarding

1. Business development at 6th & Ann Streets, Kansas City, Kansas, commonly referred to as the City Hall Apartments and City Hall Lofts,
2. Resolution restating authority of the Board of Commissioners to set overall policy

to be immediately followed by a Special Session for a budget workshop in the Commission Chambers of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas.

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

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**AGENDA UPDATE
UNIFIED GOVERNMENT SPECIAL COMMISSION MEETING
THURSDAY, JULY 18, 2024**

ADDING ITEM

IV. MAYOR'S AGENDA

**Item No. 2 – RESOLUTION: RESTATING THE AUTHORITY OF THE
UNIFIED GOVERNMENT BOARD OF COMMISSIONERS TO SET OVERALL
POLICY**

Synopsis: Approval of a resolution restating the authority of the Unified Government Board of Commissioners to set overall policy and clarifying the intent that the determination of meaning, and implementation of such policy may be made by the Board.

Tracking #: 21281



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Ana Marin, Executive Assistant amarin@wycokck.org x5010	Mayor's Office
AGENDA ITEM #IV.1.		
UPDATE: CITY HALL LOFTS/CITY HALL PLACE PROJECTS		
BACKGROUND		
Update regarding permits and parking agreements related to the business development at 6th & Ann Streets, Kansas City, Kansas, commonly known as City Hall Lofts/City Hall Place.		
RECOMMENDATION		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Eagle Point Parking Agreement (fully executed), Right of Way Permitting Form v2_OID5148_20240620091747, Right of Way Permitting Form v2_OID5142_20240620092256, Right of Way Permitting Form v2_OID5149_20240620090439, Right of Way Permitting Form v2_OID5139_20240620093154, 810 N 6th St building permit, 810 N 6th St plumbing permit		

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

PARKING FACILITY USE AGREEMENT

THIS **PARKING FACILITY USE AGREEMENT** (this "Use Agreement") is made as of July 6, 2023, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, ("UG") and EPD2 City Hall, L.P., a Kansas limited partnership ("Eagle Point"). The UG and Eagle Point shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Eagle Point is developing an approximately 74,028 square foot development consisting of a six (6) story, sixty (60) unit residential building (the "Multi-Family Space") at 6th Street and Ann Avenue in Kansas City, Kansas, and legally described on Exhibit A;

WHEREAS, Eagle Point wishes to utilize certain identified parking spaces located on property owned by the UG, on a non-exclusive basis, for the benefit of the Multi-Family Space and exercise certain rights of ingress and egress to the parking spaces; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. **Term.** Eagle Point is hereby granted the non-exclusive right to use twenty (20) parking spaces in Lot E North, those 20 spaces among those specifically marked and as shown on Exhibit B attached hereto, and fifteen (15) parking spaces in Lot 6, those 15 spaces among those specifically marked and as shown on Exhibit C attached hereto (collectively, the "Premises") for the initial term of fifteen (15) years commencing on the date this Use Agreement is fully executed, ("Effective Date") and terminating on the date that is fifteen years after the Effective Date, (the "Initial Period"). At the conclusion of the Initial Period, Eagle Point shall have the right and option to extend this Use Agreement for two (2) additional successive periods of five (5) years each (each a "Renewal Period" and together with the Initial Period, the "Term"). Eagle Point may exercise the option to extend this Use Agreement by providing written notice to the UG not later than ninety (90) days prior to the end of the Initial Period or any Renewal Period. If such written notice is not received by the UG by the applicable dates described above, then this Use Agreement shall terminate on the last day of the Initial Period or, if applicable, the last day of the Renewal Period then in effect.

2. **Use of Premises.** Eagle Point's sole use of the Premises shall be for the parking of non-commercial vehicles used by Eagle Point's agents and employees and tenants of the Multi-Family Space and their guests and for vehicular and pedestrian ingress and egress to the Premises. Subject to the terms of this Use Agreement, Eagle Point and its agents and employees and tenants of the Multi-Family Space and their guests shall have access to and full use of the Premises 24 hours per day, 7 days per week and shall have the right to park vehicles on the Premises overnight and during otherwise restricted hours of access to the parking lots in which the Premises is located. Eagle Point will ensure that its tenants and their guests do not perform vehicle maintenance on the Premises (i.e. no oil changes, etc.) and shall be responsible for remediating any debris or substance left from said maintenance. In order to maintain a safe and first-rate facility, Eagle Point shall not allow its agents, employees, consultants, affiliates, tenants, guests, invitees and third-party assignees, sublessors and designees to engage in activities that would endanger the property or persons, such as reckless driving, destruction of property (including but not limited to graffiti and leaving debris or waste). Eagle Point shall revoke parking privileges for Eagle Point's agents, employees, consultants, affiliates, tenants, guests, invitees and third-party assignees, sublessors and designees that engage in this behavior. Eagle Point's repeated failure to enforce this section shall be cause for Default under Section 9.
3. **Fees and Expenses.** On and after the date that the first Certificate of Occupancy is issued for any unit in the Multi-family Space, Eagle Point shall pay to the UG a monthly fee in the amount of \$18.75 per space per month (the "Parking Fee"). In addition to the Parking Fee, Eagle Point shall pay to the UG a quarterly fee for Maintenance Costs (defined below) which is equal to its pro rata use of each lot based upon the proportion of the number of non-exclusive parking spaces included in the Premises to the total number of parking spaces in each lot; provided, however, notwithstanding the foregoing, Eagle Point shall not be responsible for costs related to upgrades or capital improvements that would extend the useful life of each lot. Furthermore, Eagle Point shall be responsible for one hundred percent (100%) of the improvements that are made solely for Eagle Point's benefit or repairs necessary due to damage to the Premises caused by tenants of the Multi-Family Space and their guests. The UG shall bill Eagle Point on a quarterly basis with itemized receipts of Maintenance Costs incurred by the UG in the previous quarter. Upon receipt of the itemized statement, Eagle Point shall have thirty (30) days to submit to the UG the amount of the Eagle Point pro rata portion of the Maintenance Costs. Further, the UG reserves the right to increase the Parking Fee no more than 2.5 percent per annum in any year during the Term, and Eagle Point agrees to pay any such increase.
4. **Interest on Overdue Sums.** If Eagle Point shall fail to pay, when due, they shall, without notice to or demand upon it, be liable to the UG for the payment of such

sum together with interest thereon at the maximum rate of interest allowed by law, from the date when such sum shall become due to the date of actual payment.

5. **Repairs, Maintenance and Alterations.** The UG shall be responsible for maintaining in good condition and repair the Premises and all drive aisles and portions of the UG's property connecting the Premises to a public road, including all maintenance, repairs, replacements and improvements to the paving, driveways, striping, curbs and landscaping (the "Maintenance"), and the costs of such maintenance shall be referred to herein as the "Maintenance Costs". Eagle Point shall not make any alterations, additions or improvements to the Premises without the prior written approval of the UG, nor shall Eagle Point add signage to the Premises that has not been approved by the UG. Eagle Point shall be responsible for security for Eagle Point's agents, employees, consultants, affiliates, guests, invitees and third-party assignees, sublessors, and their property. Eagle Point shall also be responsible for providing custodial services to clean up debris left by the tenants and their guests of the Multi Family Space.
6. **Compliance with Laws.** Throughout the term of this Use Agreement, the UG, at its sole cost and expense, shall maintain the Premises in accordance with any and all laws, regulations, and ordinances that are applicable to the Premises or any part thereof by virtue of the UG's ownership of the Premises. Throughout the term of this Use Agreement, Eagle Point, at its sole cost and expense, shall comply with any and all laws, regulations, and ordinances that are applicable to the Premises or any part thereof by virtue of Eagle Point's use of the Premises.
7. **Indemnity: Insurance.** Eagle Point shall indemnify the UG and its officers, directors and employees against, and save the UG and their officers, directors, and employees harmless from, any and all losses, damages, claims, liabilities, judgments, costs, and expenses including the reasonable cost and expense of defending any claim arising during the term of this Use Agreement out of any act, omission, or negligence of Eagle Point, its agents, employees, consultants, affiliates, and third party assignees, sublessors and designees. Eagle Point will provide for the UG, by insurance or otherwise, reasonable written assurance for the performance by Eagle Point of this indemnity and save harmless agreement. At minimum, Eagle Point shall provide the UG with a certificate of liability for insurance evidencing commercial general liability (broad form coverage) with a combined single limit not less than 2 million dollars per occurrence and name the UG in the name of the Unified Government of Wyandotte County/Kansas City, Kansas as an additional insured. The insurance shall be provided by a company that is licensed to do business in the State of Kansas and with a Best rating of A or better.
8. **Eminent Domain.** If, after the execution of this Use Agreement and prior to the effective date of the expiration or termination of this Use Agreement, the whole of

the Premises shall be taken under the power of eminent domain, then the term of this Use Agreement shall cease as of the time when the UG shall be divested of its title or right to the Premises, and costs and expenses, if any, shall be apportioned and adjusted as of the effective time of such termination and, upon termination, Eagle Point shall have no further obligation to pay future costs and expenses. Eagle Point shall not be entitled to participate in any condemnation proceeding on its own behalf, nor shall Eagle point participate in any amounts awarded to the UG.

9. **Eagle Point Default.** In the event that Eagle Point shall fail to pay its costs or expenses or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of Eagle Point to be performed, in both such circumstances after notice of such failure or violation shall have been given as herein below provided (each such event, an "Eagle Point Default"), the UG may elect either:

- a) To re-enter the Premises by summary proceedings or otherwise and re-let the Premises to a third party or parties, making diligent efforts therefor, and upon receiving rent therefrom, applying the same first to the payment of the costs and expenses accruing hereunder, and the balance, if any, to be paid to Eagle Point; provided, however, that Eagle Point shall remain liable for the equivalent of the amount of all other payments due, as the case may be, throughout the remaining term of this Use Agreement to the extent such amounts are not mitigated by such third party lessee or lessees; or
- b) To terminate this Use Agreement and to resume possession of the Premises wholly discharged from this Use Agreement. The UG shall make such election by written notice to Eagle Point at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Premises by reason of the Default then existing and such election shall be final. If the UG shall elect to terminate this Use Agreement as set forth in this Section 10(b), then immediately upon such termination, all rights and obligations whatsoever of Eagle Point and of its successors and assigns under this Use Agreement, so far as the same may relate to the unexpired portion of the term hereof, shall cease. Within ten (10) days after receipt by Eagle Point of notice of election by the UG to terminate this Use Agreement pursuant to this Section 10(b), (i) the Parties shall, by an instrument in writing in form for recording, cancel this Use Agreement and the unexpired portion of the term hereof, and (ii) Eagle Point shall surrender and deliver to the UG the entire Premises, and upon any Eagle Point Default, the UG shall have the right to re-enter the Premises either by summary proceeding or otherwise.

No Default hereunder shall be deemed to have occurred on the part of Eagle Point until thirty (30) days after written notice of such Default shall have been received by Eagle Point, and Eagle Point within such time shall have failed to remedy such Default. If any Default by Eagle Point cannot reasonably be cured within such thirty (30) day period, then Eagle Point shall have such additional time as may be reasonably necessary to remedy the same.

10. **UG Default.** In the event that the UG shall violate or fail to perform any of the covenants hereof on the part of the UG to be performed, in such circumstances after notice of such failure or violation shall have been given as herein below provided (each such event, a "UG Default"), Eagle Point may terminate this Use Agreement. Eagle Point shall make such election by written notice to the UG. If Eagle Point shall elect to terminate this Use Agreement as set forth in this Section 10, then immediately upon such termination, all rights and obligations whatsoever of Eagle Point and of its successors and assigns under this Use Agreement, so far as the same may relate to the unexpired portion of the Term hereof, shall cease. Within ten (10) days after receipt by the UG of notice of election by Eagle Point to terminate this Use Agreement pursuant to this Section 10, (i) the Parties shall, by an instrument in writing in form for recording, cancel this Use Agreement and the unexpired portion of the term hereof, and (ii) Eagle Point shall surrender and deliver to the UG the entire Premises.

No UG Default hereunder shall be deemed to have occurred on the part of the UG until thirty (30) days after written notice of such UG Default shall have been received by the UG, and the UG within such time shall have failed to remedy such UG Default. If any UG Default cannot reasonably be cured within such thirty (30) day period, then the UG shall have such additional time as may be reasonably necessary to remedy the same.

11. **Termination.** Notwithstanding any other term of this Use Agreement to the contrary, and in addition to the Parties' other rights herein to terminate this Use Agreement or elect not to exercise any Renewal Periods, Eagle Point and the UG shall each have the right to terminate this Use Agreement at any time upon not less than 6 months' prior written notice to the other. Upon any such termination, this Use Agreement shall terminate and expire on the date specified in such notice as if this Use Agreement had expired by lapse of time.
12. **Successors and Assigns.** Eagle Point shall not assign or subcontract all or any part of this Use Agreement or any interest therein, without the UG's written consent; provided, however, that Eagle Point may assign this Use Agreement to a wholly-owned or commonly-controlled affiliate of Eagle Point without the UG's written consent if Eagle Point provides prompt written notice of such assignment to the UG. In the event of a sale of all of Eagle Point's interest in the Multi-Family Space, the UG's consent to assignment of this Use Agreement to the new owner of such Multi-Family Space shall not be unreasonably withheld, conditioned or delayed.

13. **Quiet Enjoyment.** Upon Eagle Point's payment of any required payments herein provided, and upon Eagle Point's observance and performance of all the covenants, terms, and conditions to be observed and performed pursuant to this Use Agreement, Eagle Point shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by the UG or any other person or persons lawfully or equitably claiming by, through, or under the UG, subject, nevertheless, to the terms and conditions of this Use Agreement. Notwithstanding the foregoing, Eagle Point acknowledges that from time to time maintenance and repairs will dictate that some or all of the Premises will be unavailable. The Parties will coordinate to reduce the impact of any such repair work or maintenance but Eagle Point shall not be entitled to a refund or alternate parking during this time, nor shall this repair or maintenance work trigger a default. Eagle Point further acknowledges that this is a public parking facility and the UG cannot control all third-party access to the lot. The UG will not be liable for third parties that park in spots that have been designated for Eagle Point's use.
14. **Force Majeure.** No liability shall result to either Party from such Party's delay in performance or non-performance under this Use Agreement caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage, or failure of machinery or apparatus, national defense requirements, or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.
15. **Notices** All notices and other communications hereunder will be in writing and will be deemed to have been given on the date of delivery if sent by prepaid United States Postal Service first-class registered or certified mail, return receipt requested, or by United States Postal Service Express Mail or by prepaid Federal Express, Airborne, or similar courier service, or by facsimile (if confirmation of the complete transmittal of such facsimile is received by the sender) or if delivered in person, in each case to the appropriate addresses or facsimile numbers set forth below (or to such other addresses and facsimile numbers as a Party may designate by Notice to the other Party in accordance with this Section):

UG:

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101

With a copy to:

Chief Legal Counsel
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street

Kansas City, Kansas 66101

Eagle Point:

EPD2 City Hall, L.P.
C/o Eagle Point Development, LLC
125 John Roberts Road, Suite #12
South Portland, Maine 04106
Attention: Richard Nelson, Jr.

With a copy to:

Kutak Rock LLP
2001 16th St.
Suite 1800
Denver, Colorado 80202
Attention: John A. Henry, Jr.

16. **Waiver: Invalidity of Particular Provision.** The failure of a Party to exercise or enforce any of its rights under this Use Agreement shall not be a waiver of those rights and shall not affect any other right of that Party under this Use Agreement. In the event that any provision of this Use Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Use Agreement either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party. In the event that this Use Agreement triggers or contributes to a property tax classification change on the parking lot, the Parties shall work together to revise the Use Agreement so as to return the Premises to an exempt status. If the Parties are not able to reach an agreement that would return the Premises to an exempt status the UG may i) carve out an area for Eagle Point's use as a separate parcel for which Eagle Point shall be responsible for all property taxes; or ii) enter into a revised Use Agreement with Eagle Point wherein the UG is made whole from this change in exemption status.
17. **Construction: Section Headings.** Each term and each provision of this Use Agreement to be performed by Eagle Point shall be construed to be both a covenant and a condition. The paragraph headings throughout this Use Agreement are used for convenience only, and shall not be held to explain, modify, amplify, or otherwise aid in the interpretation, construction, or meaning of this Use Agreement.
18. **Applicable Law: Venue and Jurisdiction.** This Use Agreement shall be governed by the laws of the State of Kansas, without reference to principles of conflicts of law. Venue and jurisdiction for any dispute hereunder shall be in a court of

competent jurisdiction in Wyandotte County, Kansas.

19. **No Merger of Title.** There shall be no merger of this Use Agreement, nor of the leasehold estate created by this Use Agreement, with the fee estate in or ownership of any of the Premises.
20. **Surrender.** Eagle Point shall (a) on the last day of the Term hereof (including the final Renewal Period, if any), (b) upon any earlier termination permitted under this Use Agreement, and (c) upon any permitted entry or re-entry by the UG upon the Premises, peaceably leave and surrender the Premises into the possession and use of the UG without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If Eagle Point has made additions, alterations, or modifications to the Premises, Eagle Point shall remove such additions, alterations, or modifications, at its expense, upon such surrender if requested to do so by the UG. If the UG requested the additions, alterations, or modifications to the Premises and they were not done solely to accommodate Eagle Point's use of the parking lot, Eagle Point shall not be responsible for removal.
21. **Counterparts.** This Use Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

End of Use Agreement. Signature Pages to Follow.

IN WITNESS WHEREOF, the Parties have caused this Use Agreement to be executed as of the day and year first above written.

EAGLE POINT:

EPD2 City Hall, L.P., a Kansas limited partnership

By: CH Lofts GP, LLC, a Maine limited liability company, its General Partner

By: Eagle Point Development—Series 2, LLC, a Maine limited liability company, its Managing Member

By: _____

Name: Richard Nelson, Jr.

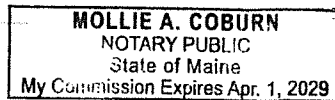
Title: Manager

STATE OF Maine)
COUNTY OF Cumberland) SS.

This instrument was acknowledged before me on July 6th, 2023, by Richard Nelson, Jr. as Manager of Eagle Point Development—Series 2, LLC, a Maine limited liability company, managing member of CH Lofts GP, LLC, general partner of EPD City Hall, L.P..

Mollie A. Coburn

Printed Name: Mollie A. Coburn
Notary Public in and for said State
Commissioned in Cumberland County



My commission expires:

UG:

By:

[Signature]

Name: David W. Johnston

Title: County Administrator

STATE OF Kansas)
) SS.
COUNTY OF Wyandotte)

This instrument was acknowledged before me on June 29, 2023, by David W. Johnston, as County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation.

Printed Name: Rebecca Bautista
Notary Public in and for said State
Commissioned in Wyandotte County

My commission expires:

8-23-25



EXHIBIT A

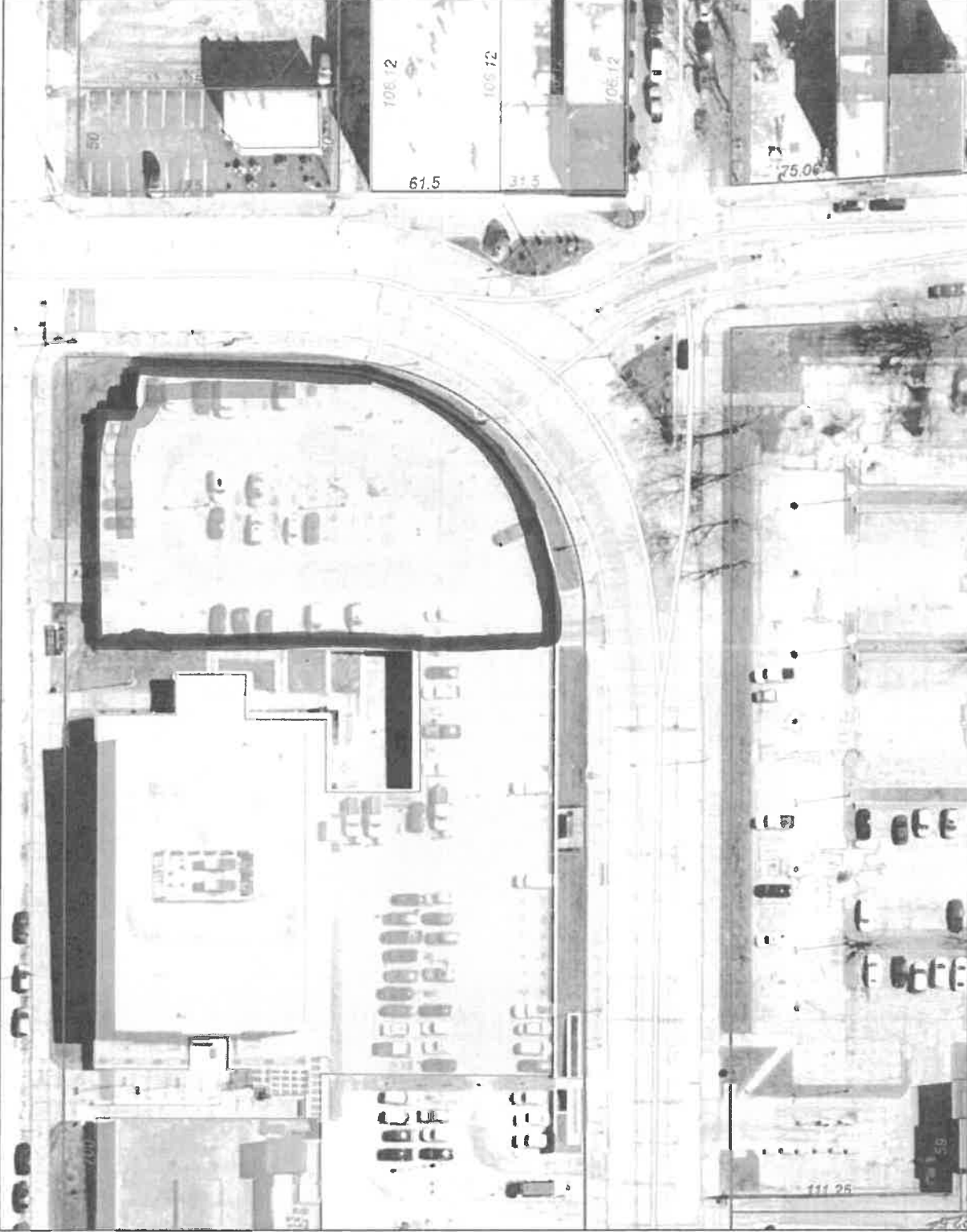
Legal Description of Eagle Point Property

TRACT IV:

A tract of land in the Northwest Quarter of Section 10, Township 11, Range 25 in Kansas City, Wyandotte County, Kansas, described as follows: Commencing at the Southeast corner of Huron Place, as shown on the recorded plat of Wyandotte City, in Kansas City, Kansas; thence North 150feet; thence West 150 feet; thence South 150 feet;thence East 150 feet to the place of beginning, meaning and intending to describe the Southwest corner of Huron Place, as shown on the recorded plat of Wyandotte City, together with the North 5 feet of Ann Avenue, as vacated by City Ordinance No. 238. .

EXHIBIT B

Premises—Lot E North



Legend

Parks

Street Lables

Kansas Regional Counties

Missouri Regional Counties

Municipal Labels

Municipal Boundaries

Buildings

Railroads

MAIN

SPUR

YARD

Roads

INTERSTATE

HIGHWAY

MAJOR ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL

Locator Map

Notes

Map Print Date: 6/27/2023 11:41 AM

153

153

76

0

Feet

Map Scale

1: 917

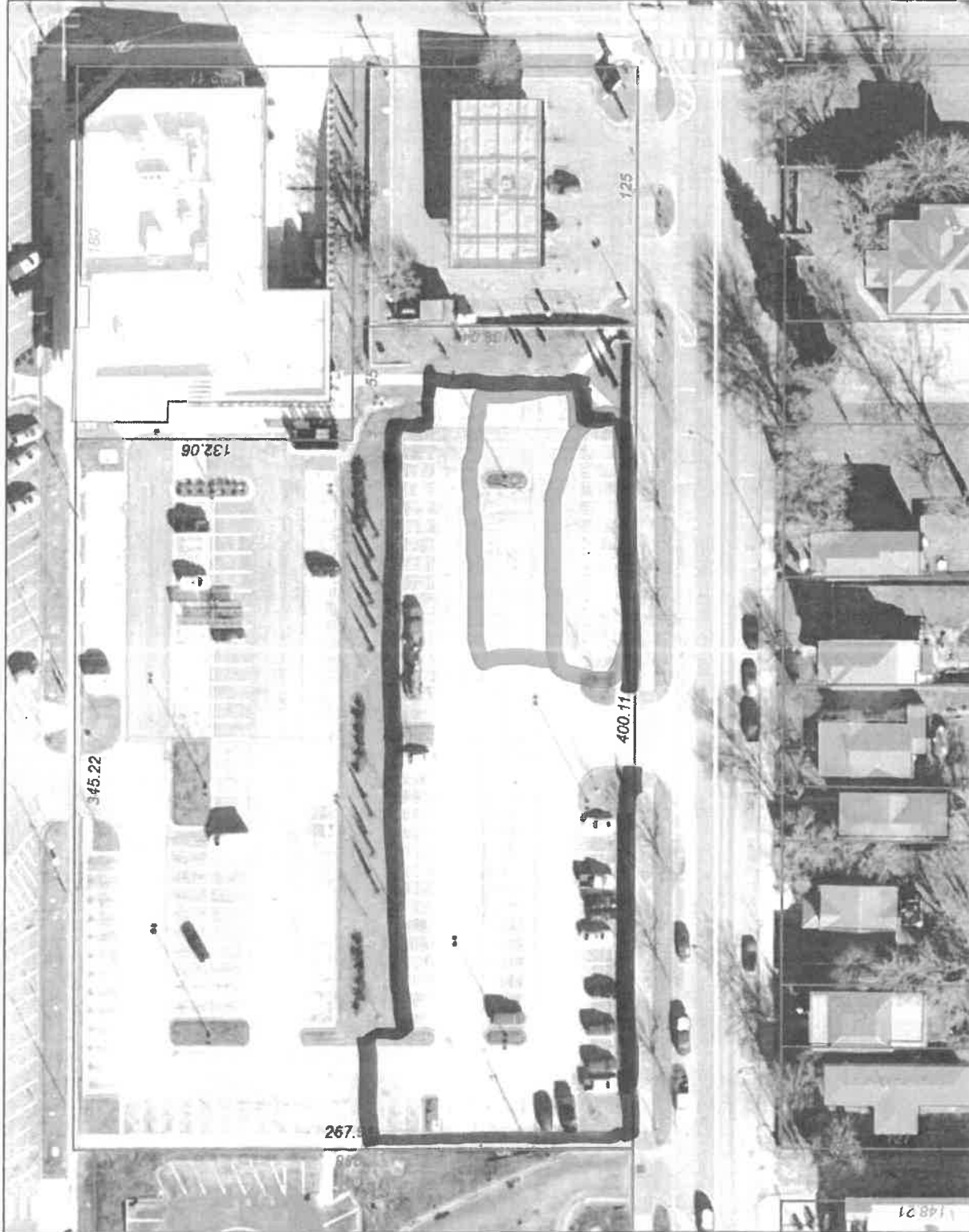


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EXHIBIT C

Premises—Lot 6



Legend

Parks

Street Labels

Kansas Regional Counties

Missouri Regional Counties

Municipal Labels

Municipal Boundaries

Buildings

Railroads

MAIN

SPUR

YARD

Roads

INTERSTATE

HIGHWAY

MAJOR ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL

Locator Map

Notes

Map Print Date: 6/27/2023 11:43 AM

153

153

76

0

Feet

Map Scale
1: 917



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DISCLAIMER OF WARRANTY AND ACCURACY: Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose. Users of this map document do so at their own risk; UG will not be liable to any such user for any loss or damage whatsoever.

Unified Government of Wyandotte County
PUBLIC WORKS DEPARTMENT
701 N. 7th St.
Kansas City, KS 66101

Date 06/20/2024

RAU CONSTRUCTION

Payment Method	Check No.	Job
PAYIT LINK	Check number	CITY HALL PLACE DRC23-0085

PERMIT	Description			Line Total
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ROW24-264	Right of Way/CITY HALL PLACE DRC23-0085 ROW PERMIT FOR CITY HALL PLACE DRC23-0085//DOES NOT INCUDE STREET CUTS		810 N 6th St, Kansas City, KS, 66101, USA	\$ 55

WORK DATE	06/26/2024 TO 07/25/2025			
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	OWNER: Jason Barnes			
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Signature:

Subtotal
Total \$ 55

CASSANDRA TAYLOR, PA

Unified Government of Wyandotte County
PUBLIC WORKS DEPARTMENT
701 N. 7th St.
Kansas City, KS 66101

Date 06/20/2024

Rau Construction

Payment Method	Check No.	Job
PAYIT LINK	Check number	CITY HALL PLACE /DRC23-0085

PERMIT	Description			Line Total
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DW24-053	Driveway, CITY HALL PLACE /DRC23-0085 New Installation, NEW DRIVEWAY INSTALLATION FOR CITY HALL PLACE /DRC23-0085		810 N 6th St, Kansas City, KS, 66101, USA	\$ 99

WORK DATE	06/20/2024 TO 08/20/2025			
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	OWNER: Jason Barnes			
--	---------------------	--	--	--

Signature:

Subtotal

Total \$ 99

CASSANDRA TAYLOR, PA

Unified Government of Wyandotte County
PUBLIC WORKS DEPARTMENT
701 N. 7th St.
Kansas City, KS 66101

Date 06/20/2024

Rau Construction

Payment Method	Check No.	Job
PAYIT LINK	Check number	Job number

PERMIT	Description			Line Total
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ROW24-263	Routine Obstruction/CITY HALL PLACE DRC23-0085 OBSTRUCTION WORK IN THE ROW/CITY HALL PLACE DRC23-0085		810 N 6th St, Kansas City, KS, 66101, USA	\$ 578

WORK DATE	06/26/2024 TO 07/25/2025			
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	OWNER: Jason Barnes			
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Signature:

Subtotal
Total \$ 578

CASSANDRA TAYLOR, PA

Unified Government of Wyandotte County
PUBLIC WORKS DEPARTMENT
701 N. 7th St.
Kansas City, KS 66101

Date 06/20/2024

Rau Construction

Payment Method	Check No.	Job
PAYIT LINK	Check number	Job number

PERMIT	Description			Line Total
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SW24-053	Storm and Sanitary/CITY HALL PLACE /DRC23-0085 New Installation, NEW INSTALLATION FOR SANITARY FEES/STORMWATER FEES FOR CITY HALL PLACE/CALL 913-238-5061 FOR SEWER INSPECTION		810 N 6th St, Kansas City, KS, 66101, USA	\$ 102,366.81

WORK DATE	06/17/2024 TO 10/20/2025			
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	OWNER: EPD2 City Hall, LP			
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Signature:

Subtotal

Total \$
102,366.81

CASSANDRA TAYLOR, PA



Building Inspection Division

Neighborhood Resource Center
Unified Government of Wyandotte County and Kansas City, Kansas
4953 State Ave. Kansas City, KS 66102
p. (913) 573-8620 | f. (913) 573-8622 | www.wycokck.org/building

DRC

Permit Number

DRC23-0085

Permit Issue Date

6/11/2024

Structure Address 810 N 6TH ST Owner Information CITY HALL LOFTS, LP Number of Buildings 0 Number of Houses 1	Parcel Number 904312 Legal Description BEG SE COR HURON PLACE: WYANDOTTE CITY; S 5FT, W Estimated Cost \$17,010,000.00 Total Fee \$88,129.50 Work Description NEW APARTMENT COMPLEX - CITY HALL PLACE
Contractor Name RAU CONSTRUCTION COMPANY Address 1215 W 12TH ST KANSAS CITY, MO, Telephone 9136426000	Applicant (Agent for Contractor) Name SCOTT AUMAN Address 315 NICHOLS RD KANSAS CITY, MO Telephone 8165311698
Applicant's/Contractor's Signature: _____ Permit Issued by: Kalla D McLaughlin _____	
CITY ORDINANCE REQUIRES SMOKE DETECTOR INSTALLATION ON ANY RESIDENTIAL BUILDING, WHERE PERMIT ISSUED FOR WORK PERFORMED EXCEEDS \$1,000 VALUATION. SEPERATE PERMITS ARE REQUIRED IF ELECTRICAL, PLUMBING, GAS, OR MECHANICAL WORK WILL BE DONE. THE ISSUANCE OR GRANTING OF A PERMIT OR APPROVAL OF PLANS, SPECIFICATION AND COMPUTATIONS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF, ANY VIOLATIONS OF ANY OF THE PROVISIONS OF THE CODE OR OF ANY OTHER ORDINANCES OF KANSAS CITY, KANSAS. A PERMIT BECOMES NULL AND VOID IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMITS IS NOT COMMENCED AND VERIFIED BY INSPECTORS WITHIN 180 DAYS OF THE ISSUANCE OF THE PERMIT, OR IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABADONED AT ANY TIME AFTER THE WORK IS COMMENCED FOR A PERIOD OF 180 DAYS.	



Building Inspection Division

Neighborhood Resource Center
Unified Government of Wyandotte County and Kansas City, Kansas
4953 State Ave. Kansas City, KS 66102
p. (913) 573-8620 | f. (913) 573-8622 | www.wycokck.org/building

Plumbing

Permit Number
PLM24-0612

Permit Issue Date
7/16/2024

Structure Address 810 N 6TH ST Owner Information EPD2 CITY HALL LP Number of Buildings 0 Number of Houses 0	Parcel Number 904312 Legal Description BEG SE COR HURON PLACE: WYANDOTTE CITY; S 5FT, W Estimated Cost \$1,272,097.00 Total Fee \$6,193.40 Work Description PLUMBING PER PLANS PER DRC23-0085
Contractor Name RODRIGUEZ MECHANICAL CONTRACTORS, INC. Address 541 S 11TH ST KANSAS CITY, KS, 66105 Telephone 9132811814	Applicant (Agent for Contractor) Name BETH SYMMONDS Address 541 S 11TH ST PAUL RODRIGUEZ KANSAS CITY, KS 66105 Telephone 9132811814
Applicant's/Contractor's Signature: _____ Permit Issued by: _____	
CITY ORDINANCE REQUIRES SMOKE DETECTOR INSTALLATION ON ANY RESIDENTIAL BUILDING, WHERE PERMIT ISSUED FOR WORK PERFORMED EXCEEDS \$1,000 VALUATION. SEPERATE PERMITS ARE REQUIRED IF ELECTRICAL, PLUMBING, GAS, OR MECHANICAL WORK WILL BE DONE. THE ISSUANCE OR GRANTING OF A PERMIT OR APPROVAL OF PLANS, SPECIFICATION AND COMPUTATIONS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF, ANY VIOLATIONS OF ANY OF THE PROVISIONS OF THE CODE OR OF ANY OTHER ORDINANCES OF KANSAS CITY, KANSAS. A PERMIT BECOMES NULL AND VOID IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMITS IS NOT COMMENCED AND VERIFIED BY INSPECTORS WITHIN 180 DAYS OF THE ISSUANCE OF THE PERMIT, OR IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABADONED AT ANY TIME AFTER THE WORK IS COMMENCED FOR A PERIOD OF 180 DAYS.	



Report to Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Ana Marin, Executive Assistant amarin@wycokck.org x5010	Mayor's Office
AGENDA ITEM #IV.2.		
RESOLUTION: RESTATING AUTHORITY OF THE UNIFIED BOARD OF COMMISSIONERS TO SET OVERALL POLICY		
BACKGROUND		
Approval of a resolution restating the authority of the Unified Government Board of Commissioners to set overall policy and clarifying the intent that the determination of meaning, and implementation of such policy may be made by the Board.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Authority of board of commissioners		

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

RESOLUTION NO. _____

A RESOLUTION RESTATING THE AUTHORITY OF THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS TO SET OVERALL POLICY AND CLARIFYING THE INTENT THAT THE DETERMINATION OF MEANING AND IMPLEMENTATION OF SUCH POLICY MAY BE MADE BY THE BOARD

WHEREAS, the Unified Government Board of Commissioners, under section 2-56 of the Code of Ordinances, possesses the power to adopt codes, ordinances, and resolutions, and to adopt such codes and rules and regulations as may be necessary; and

WHEREAS, the Unified Government Board of Commissioners, pursuant to section 402 of Appendix C of the Code of Ordinances, acts as a policy-making body only, while the County Administrator acts as the administrative head of the Unified Government.

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

Section 1. To the extent permitted by law, and when brought forward by the Mayor/CEO, the Unified Government Board of Commissioners reserves the right to review and revise overall Unified Government policy with respect to directing the implementation and interpretation of Unified Government policies, resolutions, and ordinances duly adopted by the board. Further, subject to applicable federal, state, and local law, any final determination with respect to the meaning and implementation of such policies, resolutions, and ordinances may be made by the Board of Commissioners.

Section 2. This Resolution shall take effect and be in full force immediately upon its adoption.

[The balance of this page is left intentionally blank. Signature page to follow.]

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____
DAY OF _____ 20__.**

Tyrone Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Chief Counsel