



UPDATED AGENDA
Economic Development and Finance
Standing Committee Meeting Agenda
Monday, September 30, 2024
5:00 PM

Location: Hybrid

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

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85349019809>

Webinar ID: 853 4901 9809

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Name

Absent

Commissioner Tom Burroughs, Chair

☐

Commissioner Gayle Townsend

☐

Commissioner Chuck Stites

☐

Commissioner Bill Burns

☐

Commissioner Phil Lopez

☐

Stevie Wakes, BPU Member

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I. Call to Order/Roll Call

II. Revisions to September 30, 2024 Agenda

ADDING ITEM NO. 4 TO THE COMMITTEE AGENDA AND REMOVING ITEM NO. 2

III. Approval of standing committee minutes from September 14, 2023.

IV. Committee Agenda

Item No. 1 - RESOLUTION: AMENDING MASTER LEASE AGREEMENT

Synopsis: Approval of a resolution authorizing the Unified Government to add equipment to its Master Equipment Lease Purchase Agreement with Banc of America Corp, submitted by Shelley Kneuvean, Chief Financial Officer.

Tracking #: 21371

Item No. 2 - RESOLUTION: WAIVING OF CERTAIN APPLICATION AND PERMIT FEES RELATED TO DEVELOPMENT EAST OF 55TH STREET IN KANSAS CITY, KANSAS (REMOVED PER AGENDA UPDATE)

Item No. 3 - RESOLUTION: RESTATING AUTHORITY OF THE UNIFIED 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.

This item was previously heard by the Board of Commission on July 18, 2024, and approval of the resolution was denied.

Tracking #: 21281

Item No. 4 - RESOLUTION: THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (KANSAS ENTERTAINMENT LLC) ADDED PER AGENDA UPDATE

Synopsis: A resolution approving the Third Amendment to the Development Agreement between the UG and Kansas Entertainment, LLC.

Tracking #: 21372

V. Public Agenda

VI. Adjourn

**AGENDA UPDATE
ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MEETING
MONDAY, SEPTEMBER 30, 2024**

IV. COMMITTEE AGENDA

ADDING ITEM

Item No. 4 – RESOLUTION: THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (KANSAS ENTERTAINMENT LLC)

Synopsis: A resolution approving the Third Amendment to the Development Agreement between the Unified Government and Kansas Entertainment, LLC.

Tracking #: 21372

REMOVING ITEM

Item No. 2 – WAIVING OF CERTAIN APPLICATION AND PERMIT FEES RELATED TO DEVELOPMENT EAST OF 55TH STREET IN KANSAS CITY, KANSAS.

Synopsis: Approval of a resolution to waive certain application and permit fees for a period of five years for residents or development projects located east of 55th Street in Kansas City, Kansas, and requiring the tracking of key performance indicators.

Tracking #: 21308

**ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Thursday, September 14, 2023**

The meeting of the Economic Development and Finance Standing Committee was held on Thursday, September 14, 2023, at 5:00 p.m. The following members were present: Commissioner Burroughs, Chairman; Commissioners Davis, McKiernan, Townsend, Stites, and BPU Board Member Haley. The following officials were also in attendance: Angela Lawson, Interim Chief Counsel; Jeff Conway, Assistant Counsel; and Monica Sparks, Deputy UG Clerk.

Chairman Burroughs said I would like to thank the Commission members of the Economic Development & Finance Committee to meet this evening's request of a Special Session. This evening is a little more unique that we're in a more formal environment versus the fifth floor, but I do know we have full commission following this Special Session.

With that, before I call the meeting to order, I want to announce that some committee members, staff, and the public are attending remotely via Zoom as well as on-site. All participants joining by phone should mute their phones when not speaking to avoid background noise. When speaking, please speak directly into the microphone to ensure everyone listening is able to hear your comments and to ensure a clear record is made. 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 who is speaking. This is critical given the number of remote participants and is the current guidance from the Kansas Attorney General.

The public is allowed to participate by Zoom or submit comments by email prior to the meeting. Those comments will be included in the record of this meeting. The public may also indicate their intent to provide remote public comments by contacting the Clerk's Office by 5:00 p.m. the Thursday before the meeting. The public also will have an opportunity to provide brief comments either by telephone or via Zoom from the Commission Chambers of the Municipal Office building.

Chairman Burroughs called the meeting to order.

NOTICE OF SPECIAL MEETING of the Economic Development & Finance Standing Committee to be conducted in a hybrid format on Thursday, September 14, 2023, at 5:00 p.m. regarding the Kansas Speedway.

ROLL CALL: Haley, Davis, Townsend, Stites, McKiernan, Burroughs.

Chairman Burroughs asked if there were any revisions to tonight's agenda. **Monica L. Sparks, Deputy County Clerk**, said there are no revisions.

COMMITTEE AGENDA

Item No. 1 –212705...Item No. 1 – RESOLUTION: AUTHORIZING AMENDMENTS TO THE KANSAS SPEEDWAY DEVELOPMENT AGREEMENT

Synopsis: Adoption of a resolution authorizing amendments to the Kansas Speedway Development Agreement and related documents regarding an exception for the Iowa Speedway (added at the request of the County Administrator), submitted by Jeff Conway, Assistant Counsel.

Chairman Burroughs said staff is requesting this item be fast tracked to tonight's full commission meeting for consideration. I will now recognize Jeff Conway from our Legal Department.

Jeff Conway, Assistant Counsel, said basically I was the scrivener in this whole operation. So, as far as the ins and outs and the necessity for it Pat Warren is here with the Speedway and I think he could address pretty much all the questions, so I'll turn it over to him.

Pat Warren, President of Kansas Speedway, said I'm before you tonight to request an amendment to our development agreement from, I believe, it's 1998 and that agreement has a 250 mile radius restriction around the nearest border of the jurisdiction of the Unified Government that does not allow our company to own or operate a racetrack within that radius. In 2019 we merged with NASCAR as part of a consolidation in our sport. NASCAR had purchased Iowa Speedway in 2013 and so I'm before you tonight to try to ask, I guess is the best way to say it, to amend the development agreement so that we can also exempt Iowa Speedway. Worldwide Raceway Technology in St. Louis was exempted in the original agreement. We're adding Iowa Speedway to an exemption from the 250 mile radius and we're making the same commitment we've made

for the entire time we've been a part of the community to bring races, to continue to bring races and to support the community.

Chairman Burroughs asked, Committee, any questions?

Chairman Burroughs said I have a few questions and that shouldn't surprise the committee. The extensive knowledge in reference to the original agreement brought to Speedway here to Kansas, I believe that when the casino passed there was an agreement that there would be a second race brought to Kansas when it was part of the negotiations of the casino in that approval. In looking at articles today in reference to Iowa, can you tell me why this needs to be fast tracked tonight as to why this came forward in such a hurried timeframe and needs to be fast tracked. Are we under a time crunch? **Mr. Warren** said somewhat. I don't build the NASCAR schedule. I'm sort of the tail of the dog on this, but it's my understanding we're trying to release the 2024 schedule in the very near future and action tonight will impact what we do or may impact what we do on that schedule.

Chairman Burroughs said the reason why I bring that up is because the Iowa legislature is taking action right now in reference to the speedway and their operation. I know that Kansas, Phoenix and Richmond all have two dates and are candidates to lose the date in the future and that was from their local press and discussion among their legislative body. I know how hard this community pushed to find a location for our casino in partnership with our raceway and we're very proud of having the two races here. I guess it's a concern of some that I've talked with that we may be the candidate that loses a second race, but I do know the contract says you will continue to—let me see if I can follow the exact verbiage. Will continue to basically advocate for two races for good and valuable consideration, continue to advocate for two races. I mean that's no different than what you're doing already. I mean we're not set in stone are we that we get two races? **Mr. Warren** said I would say that nothing in our schedule is set in stone and that's been especially the case since the pandemic. A lot of things have changed for us. I think the difference here is that the France family made a commitment in 1998. They planted the flag out in western Wyandotte County and since then we've lived up to each and every obligation, each and every promise that we've made. I'm not aware of any discussions to move a date, to take a date to Iowa or anything else. I'm not saying that members of the media don't speculate on that. They have in the past.

In 2008 Lisa Kennedy who's now our Executive Vice-Chair of NASCAR, made a commitment to the lottery to ask NASCAR to realign a date as part of the casino licensure and negotiation process and that's the second date you refer to. We've done that—we actually started that a year before the casino opened and we've continued every year since.

Chairman Burroughs said if I remember correct, that was part of the negotiations with the casino was to ensure that we could get a second race and they have delivered. I'm not saying they haven't been a good partner, but I do know there was considerable concessions put on the table initially with the Speedway and we've been good partners as we've moved throughout this 27 years that you've been here. I don't think there's anybody else on the Commission outside of maybe Senator Haley and myself that were there from the very beginning when this was occurring.

As Chair and as a member for the community, the concern about possibly losing that second race is one that is an economic impact to our community should we lose it and I can't blame the Iowa legislature for looking into it and the Iowa Governor being part of that discussion. In doing my research and the realignment, I was just quite concerned that we could be the candidate in the fact that it was mentioned that we could be the candidate to lose a second race. I wanted to bring that forward tonight and make it a point of record. **Mr. Warren** said I think it's a fair question to ask. I'm not aware of any discussions about moving a date from here to Iowa. I don't think that's contemplated by our leadership or if it is, I haven't been told. I think if Iowa gets races and right now they have no NASCAR or national serious sanctioned events. They haven't since 2019. I don't think that—I seriously doubt any of those races are going to come from Kansas. There's no intention to move a date from here to there.

Chairman Burroughs said their track is smaller than ours, about half a mile smaller. **Mr. Warren** said it is. I think it's a 7/8th mile track. It's very similar to Richmond.

David Haley, BPU Board Member, said I appreciate the remembrance that when this was implemented, so generally refresh my recollection. The shelf life for the Speedway was it—when it was implemented, it runs until—**Mr. Warren** said it expires, I believe, and someone can correct me if I'm wrong, when we pay off the TIF bonds, which I think is the end of '27 or '28. **Mr. Haley** said we still have a few years in that and I appreciate the ancillary, of course, the benefits that each race, especially the second race, brings to not only our community, but the surrounding community.

My concern was this hastily called meeting and I really don't have much to say, so I'm just here to see that this goes to the full commission with a consideration, but that's really kind of my question is the benefits, ancillary benefits, and of course, the Speedway is a jewel within our community. I just appreciate the line of concerns and questions that were pretty well vetted by Chair Burroughs and the responses that you've given and just wanted to refresh my recollection as to how long we'll continue to be partners with this tremendous workout at Kansas Speedway.

Mr. Warren said one of the things that I would say is that the language that we've included in the amendment is the language that we've had since the development agreement started, since the inception of our relationship and it's the language that we've lived up to. Every year we've been operating under basically a good faith arrangement that we would seek and obtain a race or races for Kansas Speedway. We're not changing anything in that regard. In fact, we're adding the second race as an additional commitment as part of this request on the Iowa Speedway exemption from the non-compete.

Commissioner Townsend said as I read this I was wondering what the additional benefit to us would be with this and to be fair, that might be a question that's good to counsel. I was not here when this put into place obviously, but it's a tremendous boom obviously to KCK/Wyandotte County. So, right now, is there no schedule that shows from year to year for us what two races are going to be run here? **Mr. Warren** said yes, the schedule is set on an annual basis, so the 2024 schedule has not yet been released. I think the only date that may have been announced is the Daytona 500, which is traditionally announced after the Daytona 500 of the preceding year. It's always our first race of the season, first points paying race of the season.

Regarding your question as to the benefit to Wyandotte County, I would tell you that one of the advantages of our company—our former company, International Speedway Corporation merging with NASCAR, is that we are now fully vested in the health of a sport overall, not just the track ownership group. So, the schedule flexibility that we are asking for if we would put races at Iowa, and I say that as a big if, because I don't know that's going to happen. It helps our sport both from a growth perspective, from an exposure perspective, and I would assume from a revenue perspective although I don't know that specifically and all of those things help us be a healthier sport and make it more likely that we can make future and more investments in Wyandotte County.

Commissioner Townsend said at this point, do you know of any other situations that may cause the company to come back to us and ask for another exemption. Maybe somebody goes 229 miles south of us, do you know anything about the likelihood of that at this time? **Mr. Warren** said there's nothing that I'm aware of that our company is interested in pursuing or looking at, and I'm not sure there's anything even capable of running a NASCAR series event. The track in Odessa, MO. is being renovated. It's not owned by us. They may have their sights on a NASCAR race, but it wouldn't apply to this because we don't own it. There's nothing that I'm aware of. We don't have any plans to develop or build a race track.

This track, Iowa Speedway, was built and opened in 2008 under private ownership. It was acquired in 2013 by NASCAR as a way to keep racing going in Iowa. **Commissioner Townsend** said and you entered into a relationship with NASCAR when you said 2019. **Mr. Warren** said yeah. Our company merged—the company that I originally worked for and that the original development agreement was with, International Speedway Corporation, which was a track ownership entity, so it just owned race tracks, merged with NASCAR in 2019.

Now, let me qualify that in the interest of full disclosure. We were a track ownership company that was publicly traded on NASDAQ, but about 40% of our equity and two-thirds of our voting stock was owned and controlled by the France family who privately owns NASCAR. So, we were sort of a sister company with a wall between us.

Chairman Burroughs said, Mr. Warren, can you tell us if there's been any NASCAR tracks that have closed around the nation that has been impacted by a downturn in the market or quite possibly affected by COVID besides the Iowa track? **Mr. Warren** said Iowa hasn't closed. Iowa's still running IndyCar in the ARCA series. Our track, that I manage actually as part of a regional role that I have in Chicago, in Joliet, specifically Chicagoland Speedway, has not run a NASCAR sanctioned event since 2019. That started with the pandemic and the restrictions that were in place in Illinois that prevented us from running races there. We're now running a street course in downtown Chicago that we did for the first time this year.

Our track in Los Angeles has closed, probably temporarily. We're looking at some redevelopment options, but our track in Los Angeles right now is closed, Auto Club Speedway in Fontana, California. Similar to the street course, we've built a track in the LA Coliseum the last two years for a pre-season race that we call the Clash and we've run that each of the last two years.

Kentucky Motor Speedway, which we don't own, it's owned by a competitor or a co-operator maybe is a better term to call them because we work with them even though we don't own them. Speedway Motor Sports has closed and is not running races, so yes, there have been tracks that have closed. All of the ones that I've mentioned have closed or are in different states of operation since 2019.

Chairman Burroughs said thank you for that. I do appreciate your candidness on that. I think what some of us are concerned about is a commitment, some kind of assertion that we're not going to lose a second race when we open this contract up and grant the compete clause (inaudible) I want to be fair to the industry. I really do, but our priority is with the community and we do know that the 30-year plan will be up in '28 or '29 in reference to the 30-year abatement and our concern would then be what happens next.

As we stated, we feel that we've had a good partnership and we want to see that continue, so it's not that we're being selfish. I think we're just doing our prudent duty as leaders to get these questions and make it a point of record so that we have something to refer to should we move forward. **Mr. Warren** said I think that's completely legitimate and understand it and I think it goes to Commissioner Townsend's question of what's the incentive for the Unified Government to do this and I would say the healthier our sport is, the more likely we're going to be able to make future investments here whether that's enhancements or changes to Kansas Speedway, other development, other things that we're able to do in the community. So, it's sort of a rising tide lifts all boats argument, but it's one we think is important.

Chairman Burroughs said understood and you have invested some money, even as of late. I believe in the last couple of years you added some additional amenities onto the Speedway, but you took down some grandstands to do that if I remember correctly. I mean it fills up the grandstands better.

Commissioner Stites said the assurance that you guys will remain here after the abatement period, the 30-year abatement period, obviously is a concern and losing the second race. The second race is a playoff race. It's not just a regular race and if we were to lose that second race, that's a race that's very important to the NASCAR getting into the playoffs or they're already in the playoffs. It's the second one and I definitely would not want to see that race go away. **Mr. Warren** said I would respectfully disagree slightly that the second race, from a calendar perspective, is the fall

race, but the date that was added has always been in the spring. Our traditional date is in the fall, that playoff race, we've had that since 2001. **Commissioner Stites** said okay. I guess I would say the second at the calendar, but the second in the season. **Mr. Warren** said right. I don't think we're going to lose a date; however, I think if at any point it happened, at some unforeseeable point down the road, it would not be the fall date. Again, because it's traditionally the date that we've had. So, as we've moved dates around the country, it has tended to be that you keep the date you have the most what we call date equity with, but I don't think it's likelihood in any event, but the one that was added was in the spring. I agree with you that we should have a playoff race.

Commissioner Stites said great. Overall NASCAR wide, has the attendance in the last—or we can just say 10 years, has it been on the rise or decrease? **Mr. Warren** said it was falling prior to the pandemic and it's been increasing since the pandemic and so we're growing right now. **Commissioner Stites** said have we recovered pre-pandemic numbers? **Mr. Warren** said we're ahead of where we were before the pandemic, yes, in terms of attendance. **Commissioner Stites** said would that be Kansas? **Mr. Warren** said that's based on the information that I see, which is primarily for Kansas, but also for other NASCAR-owned tracks. Since we're privately held, we don't release the attendance figures, but we are growing and I can't speak to our competitor Speedway Motorsports, which owns tracks in other markets.

Chairman Burroughs said any other questions? Thank you Mr. Warren. If I may, the expediency of doing this this evening, I think I asked that earlier and maybe I just don't recall if we answered the question, but the expediency to get that done this evening? **Mr. Warren** said it's the release of the 2024 NASCAR schedule. **Chairman Burroughs** said when do you plan on releasing that? **Mr. Warren** said we haven't announced a date, but it is very soon potentially prior to the next meeting of this body. **Chairman Burroughs** said if we chose not to take action this evening and blue sheet this to the full commission and it was not to go forward, what impact would that have on the decision this evening—on your position this evening on the agreement? **Mr. Warren** said I'm not sure. I'm honestly not sure if we would come back in a few weeks or after that. I'm just not sure what we would do. **Chairman Burroughs** said would there be a chance that we could lose a race if we took no action? **Mr. Warren** said I don't think there's any greater chance than there is today. I can tell you that it would be very disappointing if after all the things that we've

done over the years that we reached a point where there was some lack of trust about what we were going to do, which I think is how it might be interpreted in some circles.

Chairman Burroughs said understood and I guess that's kind of reflective of the expediency of having this tonight when we've had all year to look at it, so I guess it depends on which optics you're looking through. **Mr. Warren** said that's completely fair. This process for me started about two weeks ago. **Chairman Burroughs** said I appreciate it. Thank you. I don't have any other questions.

Commissioner McKiernan said as I read the request for action here, the request is for this Standing Committee to approve and then it would be added as a blue sheet item to our 7:00 p.m. meeting. Is that correct? **Chairman Burroughs** said correct. **Commissioner McKiernan** said it is, okay. So, we've got to prepare a blue sheet. So the request is for this committee to approve and then fast track to tonight's full commission meeting.

Commissioner Stites said just to go back and follow up on what Commissioner Burroughs said, so if no action was taken, and I understand what you say that it would be disappointing and all, but then you said that you don't know if you would come back. **Mr. Warren** said I just don't—we haven't had conversations about what we'll do if our request is not approved tonight, so I can't speak to that. I just don't know. I'm not trying to say any ominous, I just honestly don't know and I can't—it won't be a decision that I make.

Mr. Haley said let me just add, you know, I'm listening to some of the dialogue here, so I mean I've done the full disclosure. I don't know how often—it says excellency is addressed to this coming up so quickly and I have to trust that the Commission, which I'm not a part, would make some of the more carefully vetted questions as to why. I personally would not support moving it so quickly without having an opportunity to immerse ourselves in a better understanding. That though is not my role here, minimal though it is, but I am glad to hear some initial questions from those who will take this forward. I just don't understand why if you knew a couple of weeks ago and why now it has to go tonight or it may or may not be something of a benefit. That is something I just have not been able to grasp fully. That having been said, I'm going to go with the majority of the vote, regrettably, I think I vote before some, so I don't know if it's going to be the majority

of the flow, so see what happens. That's not a motion on my part, but to see, Mr. Chair, how it goes, but I just don't understand why there was no clarity or some fuller explanation for rushing it through. **Mr. Warren** said the best explanation I can provide, other than what I've already said, is that our schedule involves national and in some cases international discussions about where dates are going to go. Depending on what happens in those discussions, other options may be necessary. I know that what we're trying to do is create another option if we would want to, to potentially run at Iowa and so I think—and because of the speed at which we're approaching the release of the schedule, that's the only reason for the expediency in this. There's no other explanation other than that.

Commissioner Townsend said, Mr. Warren, I'm actually going to let you off the hook. I'm just wondering if, counsel, my question is worst case scenario, and the language to me seems to be one of these best efforts clause, has there ever been a situation where there has not been a second race and if so, what would be the Unified Government's position. We're just good with best efforts and we know we may get one, but we'll strive for two under our current and the original contract with the Speedway. **Mr. Conway** said, Commissioner, I wish I could recite the history since the track's been open in 1998, I can't. I don't have the background, but it started with one date and then in 2011 the second date was added and during that whole time this language where it's exercise good faith and commercially reasonable efforts to secure these dates. So, that language has been constant all the way throughout, through one race through when the second race was added.

We were talking before the meeting and I think this is about as strong as NASCAR can be as far as trying to commit to the best efforts to secure the two events. So, in that sense, it's consistent and so we're just trying to capture that.

Commissioner Townsend said I guess I'm just wondering how it is that—you said originally the contract was for one race and then in the mid 2000's, 2011, the second was added best efforts. So, maybe Mr. Warren can help me out on this. Has there ever not been a second race since 2011 here? **Mr. Warren** said no, and what I would say is that the original agreement speaks to our commitment to seek races from NASCAR, which we are now one entity with. We were saying that we will exercise commercially reasonable efforts. The same thing that we've committed to since before we turned a shovel of dirt in western Wyandotte County to get those

races and I guess I would just respectfully ask the Commission, or the committee in this case, to look at our track record, no pun intended, but we've done everything we've said we would do. **Commissioner Townsend** said use the word applicable. **Mr. Warren** said we really have. Everything we've promised, we've delivered.

Commissioner Townsend said my last question about this, what makes it difficult I guess there's some difficulty with NASCAR not being able to say yeah, we will definitely have a second race. **Mr. Warren** said it's a number of things, but part of it is that we don't own every facility where we race and we are not in a position to make commitments everywhere we go and we don't make more than an annual commitment anywhere is the best answer I can give you. I'm not the person who sets the schedule, so I apologize, but it's my understanding that we've never committed more than on an annual basis anywhere we are. **Commissioner Townsend** said thank you for that answer. That's the thing that's mind-boggling to me though. It sounds like race locations are being expanded, but the guarantee is to use just best efforts to get two.

Commissioner McKiernan said, Mr. Warren, thank you for being an asset in Wyandotte County. We have appreciated your presence here for all these many years. I'm going to count on the fact that it is in your and our best interest to maximize the number of events at this venue going forward.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Davis, to approve as submitted with fast track to tonight's meeting.**

Chairman Burroughs said, gentlemen, I appreciate the motion, but we've got to go to public comment before I recognize the motion. So, any other questions or comments? Legal, does this open this up to—does this weaken our position on the second race. Does this enhance the opportunity we could eventually lose a second race by changing this language? **Angela Lawson, Interim Chief Counsel**, said no. You would be in the same position as before. **Chairman Burroughs** said that was my interpretation. I just wanted to ensure that was made a point of record. Mr. Warren, thank you. I appreciate the time and your straightforwardness answering the questions that the committee provided.

At this time I'll ask the Clerk if there were any comments received from the public. **Ms. Sparks** said no comments were received. **Chairman Burroughs** said I will recognize any

members of the public who wish to address the committee. Is there any one present that would wish to address the committee? Let the record show no one stepped forward. Is there anyone online? **Ms. Sparks** said we have no hands raised.

Chairman Burroughs said, gentlemen, I would now recognize the motion and I believe Commissioner McKiernan made the motion, seconded by Davis. Any other questions, comments, concerns before we move forward. The motion is to accept the amendment as written with the inclusion of fast tracking it to tonight's meeting. Clerk, please call roll.

Roll call was taken and there were six "Ayes," Haley, Davis, Townsend, Stites, McKiernan, Burroughs.

Action: **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to adjourn.** Roll call was taken and there were six "Ayes," Haley, Davis, Townsend, Stites, McKiernan, Burroughs.

The meeting was adjourned at 5:35 p.m.

dt



Report to

Tracking ID: 21371

MEETING DATE	PRESENTER	DEPARTMENT
SEP 30 2024	Debbie Jonscher, Assistant Finance Director Alyse Villarreal, Fiscal Officer Shelley Kneuvean, Chief Financial Officer djonscher@wycokck.org, avillarreal@wycokck.org, skneuvean@wycokck.org x5847, x5273, x5849	Finance
AGENDA ITEM #		
RESOLUTION: AMENDING MASTER LEASE AGREEMENT		
BACKGROUND		
Approval of a resolution authorizing the Unified Government to add equipment to its Master Equipment Lease Purchase Agreement with Banc of America Corp, submitted by Shelley Kneuvean, Chief Financial Officer.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
R-17-24 authorized amendment number 3 to Master Equipment Lease Purchase Agreement with Bank of America dated as of March 11, 2021. Finance is requesting to amend the annex which details the list of equipment that may be financed in 2024 to add additional equipment approved in the Capital Equipment Improvement Program which was not included on the annex that was approved with R-17-24 on May 2, 2024.		
ATTACHMENTS		
Resolution authorizing additional Equipment under Master Lease 2021, 2024 LF Schedule for amendment		

Approved: [Signature]

As H

RESOLUTION NO. R-__-24

**RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ADD EQUIPMENT TO
ITS MASTER EQUIPMENT LEASE PURCHASE AGREEMENT WITH BANC OF
AMERICA PUBLIC CAPITAL CORP.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain funds to pay the costs of acquiring and installing some or all of the equipment identified on **Annex I** attached hereto (the “Equipment”); and

WHEREAS, the Unified Government previously approved the acquisition and installation of a portion of the Equipment, and now desires to approve the acquisition and installation of certain mowing equipment identified on **Annex I** attached hereto (the “Additional Equipment”); and

WHEREAS, the Unified Government previously approved the acquisition of the Additional Equipment in its 2025-2029 Capital Maintenance and Improvement Program; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to approve the lease of the Additional Equipment under its annually renewable Master Equipment Lease Purchase Agreement (together with all amendments, the “Lease”) with Banc of America Public Capital Corp (the “Lessor”), dated as of March 11, 2021.

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

Section 1. Authorization of Lease Transaction. The Unified Government states its intent to lease pursuant to the Lease and pursuant to separate Schedules of Equipment (the “Schedules”) some or all of the Additional Equipment in a maximum principal amount of \$426,800. The Unified Government expects to make capital expenditures after the date of this Resolution in connection with the purchase of the Additional Equipment, and the Unified Government intends to reimburse itself for such expenditures with the proceeds of the Lease.

Section 2. Authorization and Approval of Unified Government Documents. The obligation of the Unified Government to pay Rental Payments (as defined in the Lease) under the Lease and any Schedules is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Lease or any Schedule constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Lease and any Schedule will be construed so as to give effect to such intent.

The County Administrator is hereby authorized and directed to execute and deliver any Schedules on behalf of and as the act and deed of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, 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 Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease, any Schedules and the Equipment.

Section 4. Effective Date. 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 the Unified Government of Wyandotte County, Kansas City, Kansas, this 31st day of October, 2024.

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

ANNEX I

Annex 1 - 2023-2024 Unified Government Lease Financed Equipment Projects

CMIP Project #	Item/Project	Term (yrs)	Rate*	Principal**	Interest***	Annual Pmt****	Service, Maintenance
2023 Equipment (not financed)							
Fire- 212	Aerial/Quint	10		1,298,600	48,178	1,353,324	0
	Pumper	10		857,500	31,813	895,276	0
	Pumper	10		753,900	27,969	1,042,319	0
Public Works- 220	Salt Spreaders	7		262,500	9,365	305,941	0
	Dump Trucks	7		875,000	31,218	254,951	0
2024 Equipment							
Fire- 212	Aerials	10		2,373,300	88,049	2,421,478	0
	Pumpers	10		1,947,700	72,259	1,975,669	0
Public Works	Mowing Equipment	7		426,800	15,227	436,165	0
Transit	Cutaway Buses	5		500,000	17,687	517,687	0
			Total	\$	9,295,300		

* Interest is estimated, based on a formula agreed to in Master Lease Amendment #2. Estimated rates as of September 11, 2024:

5 year: 3.54 %

7 year: 3.57 %

10 year: 3.71 %

** Principal column is the estimated total purchase price without interest if paid for by cash.

*** Interest column is the annual interest amount using estimated rates.

**** Estimated



Report to Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	David Johnston, County Administrator Jeffrey Conway, Assistant Counsel djohnston@wycokck.org, jconway@wycokck.org x5027, x5075	Administrator's Office
AGENDA ITEM #IV.2.		
RESOLUTION: WAIVING OF CERTAIN APPLICATION AND PERMIT FEES RELATED TO DEVELOPMENT EAST OF 55 TH STREET IN KANSAS CITY, KANSAS <u>(REMOVED PER AGENDA UPDATE)</u>		
BACKGROUND		
Approval of a resolution to waive certain application and permit fees for a period of five years for residences or development projects located east of 55 th Street in Kansas City, Kansas, and requiring the tracking of key performance indicators.		
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		
Resolution Approving Waiving of Fees (2)		

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

RESOLUTION NO. R-_____

A RESOLUTION APPROVING THE WAIVING OF CERTAIN APPLICATION AND PERMIT FEES RELATED TO DEVELOPMENT EAST OF 55TH STREET IN KANSAS CITY, KANSAS

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) believes that it is essential to stimulate the development for the benefit of the community and to raise the tax base; and

WHEREAS, in order to promote new development in Kansas City, Kansas east of 55th Street, the Unified Government believes that it is necessary and desirable to waive certain permits and fees related to that development; and

WHEREAS, the Unified Government recently provided for a waiver of certain fees through the passing of Resolution No. R-27-24, related to infill housing east of 78th Street.

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

Section 1. The County Administrator shall waive the following application and permit fees for new residences and new commercial development projects to be built on and after the effective date of this resolution and to be located east of 55th Street in Kansas City, Kansas, for a period of five (5) years after the effective date of this Resolution:

- a. Building Permit Fee - \$400 for homes 3,000 sf or less and \$450 for homes over 3,000 sf
- b. Electrical Permit Fee - \$70 (average)
- c. Mechanical Permit Fee - \$70 (average)
- d. Plumbing Permit Fee - \$70 (average)
- e. Driveway Permit Fee - \$55
- f. Sewer Connection Fee - \$960
- g. Lateral Sewer Connection Fee - \$500
- h. Sanitary permit - \$150
- i. Land disturbance permit – \$8,500
- j. Right-of-way permit – \$65
- k. Change of zone application - \$1,800
- l. Plan review fee – \$100
- m. Ordinance publication fee – \$50
- n. Pole, pylon and monument signs – \$75 per sign
- o. Wall signs – \$25 per application
- p. Development Review Committee plan review fee –
- q. Development Review Committee building permit fee –
- r. Development Review Committee land disturbance fee –

Section 2. That the provisions of this Resolution shall not apply to new subdivisions and other areas of the City where existing sewer connections have not already been built.

Section 3. That Unified Government staff is directed to track key performance indicators to measure the success of the fee waivers, including: (1) the number of homes built; (2) population count; (3) the number of new commercial developments in the area, and (4) crime rate statistics.

Section 4. That the County Administrator, Director of Planning and Urban Design, Director of the Neighborhood Resource Center, the Director of Public Works and all other employees and agents of the Unified Government are authorized to take all actions and to approve all instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. 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:

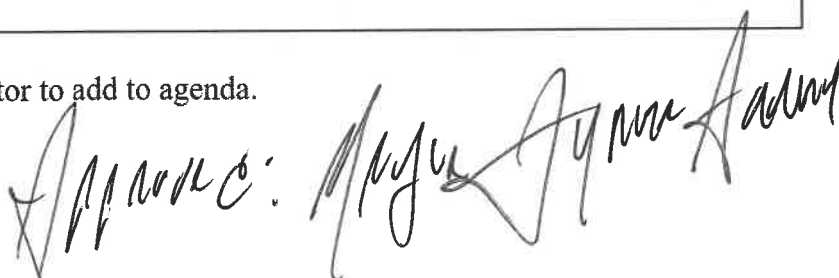
Unified Government Acting Chief Counsel



Report to Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	Ana Marin, Executive Assistant amarin@wyckock.org x5010	Mayor's Office
AGENDA ITEM #IV.5.		
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. <i>This item was previously heard by the Board of Commission on July 18, 2024, and approval of the resolution was denied.</i>		
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.

Approved: 

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



Report to Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	Wendy Green, Assistant Counsel wmgreen@wycokck.org x5679	Legal
AGENDA ITEM #IV.4.		
RESOLUTION: THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (KANSAS ENTERTAINMENT LLC) <u>ADDED PER AGENDA UPDATE</u>		
BACKGROUND		
A resolution approving the Third Amendment to the Development Agreement between the UG and Kansas Entertainment, LLC.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution Approving Third Amendment to Development Agreement, DRAFT Third Amendment to Development Agreement Hollywood v2 2, UG deck - Hotel Hearings 093024		

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

RESOLUTION NO. R-____-24

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO
THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT WITH
KANSAS ENTERTAINMENT, LLC.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Kansas Entertainment, LLC, a Delaware limited liability company ("Entertainment"), entered into that certain Development Agreement dated as of September 8, 2009, including the Addendum to the Development Agreement dated March 15, 2010, the Amendment to Development Agreement dated January 9, 2014, and the Second Amendment to Development Agreement dated June 26, 2014 (collectively, the "Development Agreement");

WHEREAS, the Development Agreement is and has always been contingent on Entertainment being the Lottery Gaming Facility Manager for the Gaming Facility in the Northeast Gaming Zone d/b/a Hollywood Casino at Kansas Speedway ("Hollywood") pursuant to the Gaming Facility Contract dated August 25, 2009;

WHEREAS, Entertainment is in negotiations with the State for renewal or extension of the Gaming Facility Contract and, in conjunction with those discussions, intends to proceed with building a hotel connected to Hollywood which will include at least 125 guest rooms and have a construction commencement date of on or before December 31, 2026, provided the Gaming Facility Contract is renewed or extended and the Development Agreement is amended; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Third Amendment to Development Agreement, attached hereto as **Exhibit A** (the "Third Amendment"), with Entertainment to facilitate Entertainment's completion of the Hotel and support renewal or extension of the Gaming Facility Contract.

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

Section 1. The Governing Body hereby approves the Third Amendment in substantially the form attached hereto.

Section 2. The County Administrator is hereby authorized and directed to execute in the name of the UG and deliver the Third Amendment.

Section 3. In furtherance of the foregoing, the Governing Body hereby endorses Hollywood renewing the Gaming Facility Contract for an additional fifteen (15) years.

Section 4. The County Administrator is 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 5. This Resolution shall be effective upon adoption by the Governing Body.

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

Tyrone Garner, Mayor/CEO

ATTEST:

Unified Government Clerk

(Seal)

EXHIBIT A

Third Amendment

[Attached on following pages.]

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (the "Third Amendment") is made and entered into as of the [REDACTED] day of [REDACTED] 2024, by and between the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ("Unified Government") and KANSAS ENTERTAINMENT, LLC ("Entertainment"), a Delaware limited liability company.

RECITALS:

A. The parties entered into that certain Development Agreement dated September 8, 2009, as amended from time to time by the parties, including the Addendum to Development Agreement dated March 15, 2010, the Amendment to Development Agreement dated January 9, 2014, and the Second Amendment to Development Agreement, dated June 26, 2014 (collectively, the "Development Agreement"; reference to the Development Agreement shall include reference to this Third Amendment, as appropriate).

B. Pursuant to that certain Gaming Facility Contract, dated August 25, 2009, Entertainment is the Lottery Gaming Facility Manager for the Gaming Facility in the Northeast Gaming Zone d/b/a Hollywood Casino at Kansas Speedway ("Hollywood"). The Development Agreement terminates, and the Unified Government loses all benefits associated therewith, if Entertainment is no longer the Lottery Gaming Facility Manager for the Northeast Gaming Zone.

C. Entertainment is in negotiations with the State for renewal or extension of the Gaming Facility Contract and, in conjunction with those discussions, Entertainment has notified the Unified Government of its intention to proceed with building a hotel connected to Hollywood, which will include at least 125 guest rooms and have a construction commencement date of on or before December 31, 2026 (the "Hotel"), provided the Gaming Facility Contract is renewed or otherwise extended and the Unified Government is amenable to amending the Development Agreement as set forth herein.

D. Entertainment's plan for the Hotel and its renewal or extension of the Gaming Facility Contract are in the best interest of the Unified Government and entering into this Third Amendment is necessary for Entertainment's construction of the Hotel and the renewal or extension of the Gaming Facility Contract.

E. In light of the circumstances set out above, the Unified Government Board of Commissioners wishes to amend the Development Agreement to facilitate Entertainment's completion of the Hotel and support renewal or extension of the Gaming Facility Contract.

F. The Unified Government Commission adopted Resolution No. [REDACTED] on [REDACTED], 2024, authorizing this Third Amendment, and authorizing the County Administrator to execute on behalf of the Unified Government the Third Amendment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The Development Agreement is hereby amended in the following respects.

2. Any and all references in the Development Agreement, direct or indirect, to the Project and/or Hotel, including but not limited to Sections 2.01 of the Development Agreement, any Development Agreement Exhibits, and/or any reference to the Hotel, rooms or guest rooms or the timing of any aspect of the Hotel, shall be amended so that the Project now contemplates a Hotel with (a) 125 guest rooms; and (b) a construction commencement date of on or before December 31, 2026, striking any reference, direct or indirect, to the contrary, subject to Section 13.03, as amended in Paragraph 3 of this Third Amendment.

3. Section 13.03 of the Development Agreement, inclusive of any terms or conditions in the Development Agreement arising from or relating to Section 13.03, are hereby stricken in their entirety and Section 13.03 is replaced with the following:

13.03. Failure to Timely Develop a Hotel. In the event Entertainment has not begun construction on a Hotel, containing a minimum of 125 guest rooms, on or before December 31, 2026, Entertainment shall be liable to the Unified Government for liquidated damages as follows: from January 1, 2027 until such time as Entertainment commences construction of the above-referenced Hotel, Entertainment shall pay to the Unified Government liquidated damages equal to one-percent (1%) of the "Lottery Gaming Facility Revenues" (as that term is defined in the Gaming Facility Contract) to be utilized solely at the discretion of the Unified Government.

Any liquidated damage liability arising under this Section 13.03 shall be due and payable from Entertainment within thirty (30) days after the date the Unified Government provides Entertainment with a written demand for such payment. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 13.03 constitute the exclusive remedy of the Unified Government for the failure of Entertainment to comply with its obligation contained regarding the Hotel.

4. Expressly conditioned upon Paragraph 2 of this Third Amendment remaining in full force and effect explicitly as contemplated herein and Entertainment not being subject to the penalty contemplated in Paragraph 3, upon construction of the Hotel, Entertainment agrees to increase its voluntary charitable contributions to the Unified Government for social services and charitable community activities by \$350,000.00 and, in furtherance thereof, Section 7.01(ii) of the Development Agreement is hereby stricken in its entirety and replaced with the following: "(ii) annual contributions of Eight Hundred Fifty Thousand and no/100 Dollars (\$850,000.00) to fund Wyandotte County social services and charitable community activities (while these funds are to be dispersed at the Unified Government's sole discretion, Entertainment urges and supports that each year \$50,000 of such annual contribution be allocated to Dotte Promise)". For clarity, in the event that the terms and conditions of Paragraph 2 are no longer enforceable or if Entertainment is subject to the penalty contemplated in Paragraph 3, for any or no reason, in part or in full,

Paragraph 4 shall no longer have any effect and the contribution in Section 7.01(ii) shall return to \$500,000.

5. The Third Amendment is a binding agreement upon the parties as of the date first referenced above, provided that the effective date of the terms and conditions set forth in Paragraphs 3 through 4 shall be the earlier of (a) the actual date construction begins on the Hotel; or (b) January 1, 2027. For clarity, the intent of the Parties is that (i) effective immediately upon execution of this Third Amendment, the Development Agreement will contemplate a Hotel with 125 rooms and construction beginning on or before December 31, 2026; and (ii) upon the earlier of the beginning of construction of the Hotel and January 1, 2027, Section 13.03 and Section 7.01(ii) of the Development Agreement shall be amended consistent with this Third Amendment.

6. All capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

7. In the event any provision provided herein conflicts with any provision of the Development Agreement, the provisions of this Third Amendment shall control. To the extent the provisions of the Development Agreement are modified by this Third Amendment, directly or indirectly, such provisions of the Development Agreement are hereby superseded and replaced by the terms and conditions in this Third Amendment. Otherwise, the terms and conditions in the Development Agreement shall remain in full force and effect as set out therein.

8. The Development Agreement, as amended by this Third Amendment, shall be binding upon and inure to the parties' respective successors and assigns.

9. If any provision or any portion thereof contained in the Development Agreement, as amended by this Third Amendment, is held to be unconstitutional, invalid, or unenforceable, such provision or portion thereof, shall be severable, and the remainder of the Development Agreement, as amended by this Third Amendment, shall not be affected and shall remain in full force and effect.

10. The persons signing this Third Amendment are duly authorized to execute the document on behalf of and to bind their respective parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment effective as of the date first written above.

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

By: _____

**David Johnston
County Administrator**

Attest:

Unified Government Clerk

KANSAS ENTERTAINMENT, LLC

**By: Penn Hollywood Kansas, Inc., its Managing
Member**

By: Chris Rogers

Title: Secretary

[END OF DOCUMENT]



PROPOSED HOTEL DEVELOPMENT

HOLLYWOOD
Casino
AT KANSAS SPEEDWAY®

September 30, 2024



INTRODUCTIONS & AGENDA

- Todd George, EVP – Operations, PENN
- Jeff Boerger, VP – Corporate Development, NASCAR
- Aaron Rosenthal, SVP – Regional Operations, PENN
- Patrick Warren, President – Kansas Speedway
- Lydia Garvey, VP & GM – Hollywood Casino
- Jeff Morris, VP – Public Affairs, PENN
- Lovell Walker, VP – Development, PENN
- Michael West, VP – Legal/Strategy, PENN

1

**Reintroducing Kansas Speedway
& PENN Entertainment**

2

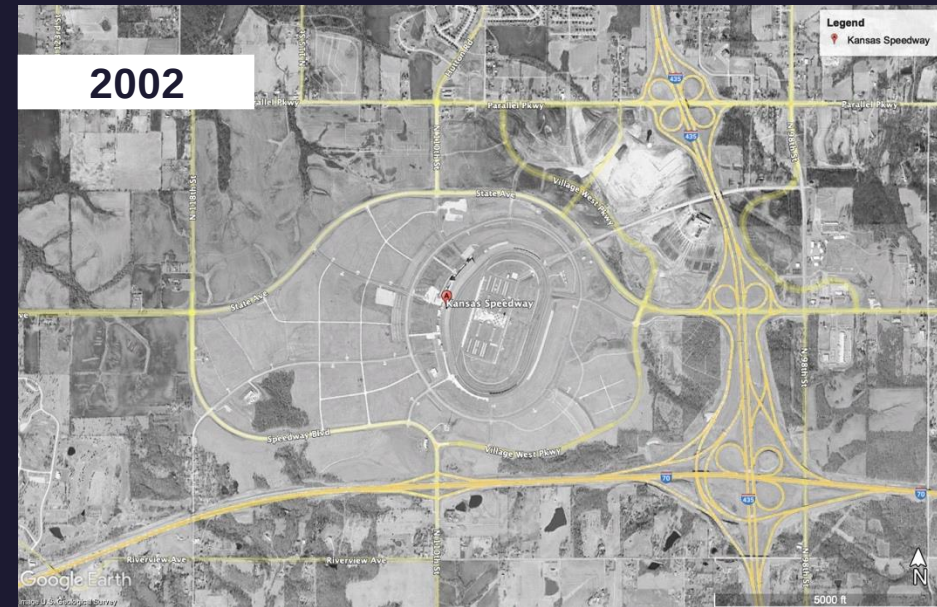
**History and Opportunity in
Wyandotte County**

1

REINTRODUCING KANSAS SPEEDWAY & PENN ENTERTAINMENT



- Opened in April 2001
- Spurred ancillary development
 - Village West
 - Residential Expansion
 - Hollywood Casino
- Hosts two major annual race weekends
 - Advent Health 400
 - Hollywood Casino 400
- ~250 events at the Speedway each year



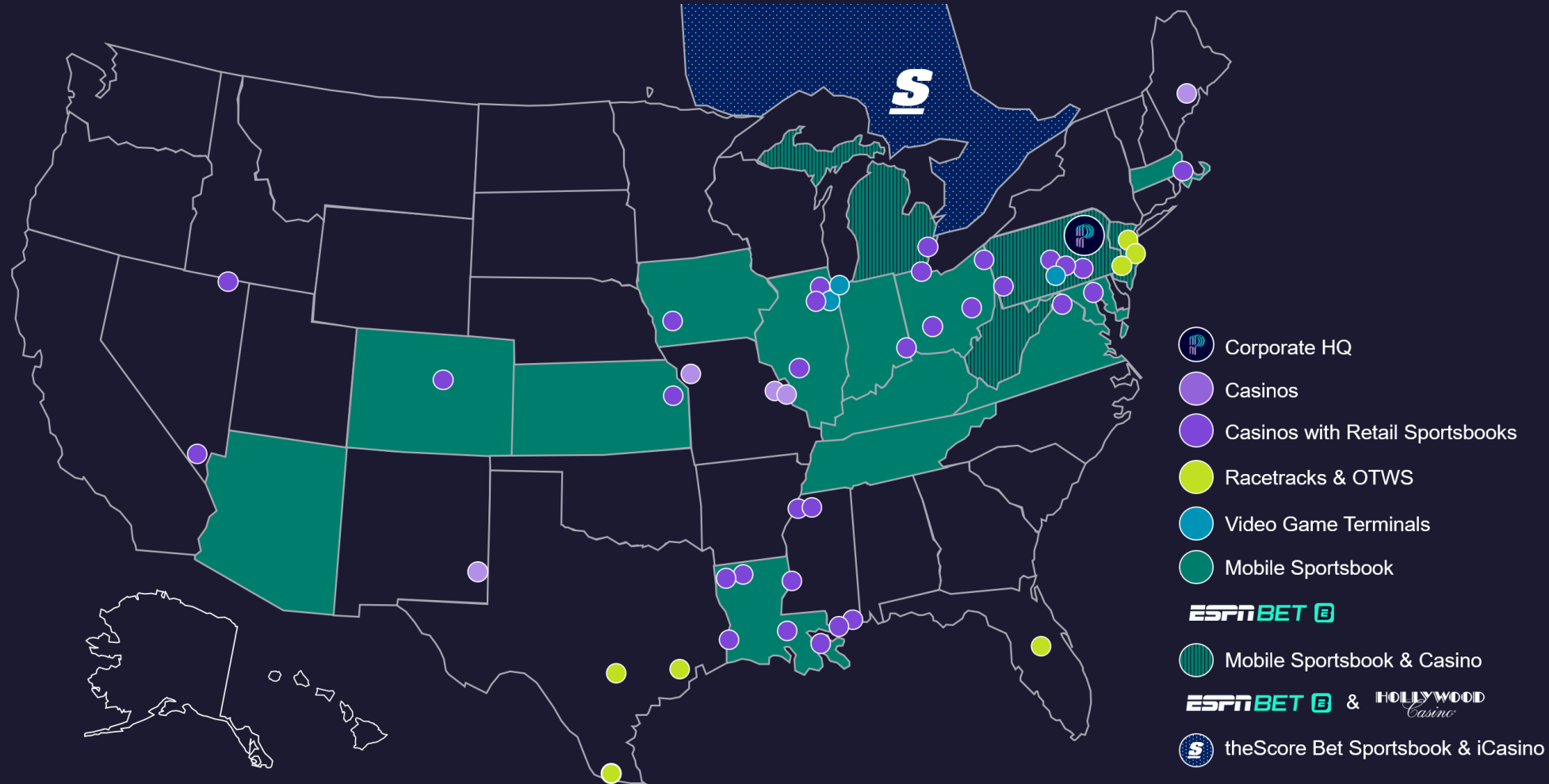
ABOUT PENN ENTERTAINMENT

43

Properties

20,000+

Team Members

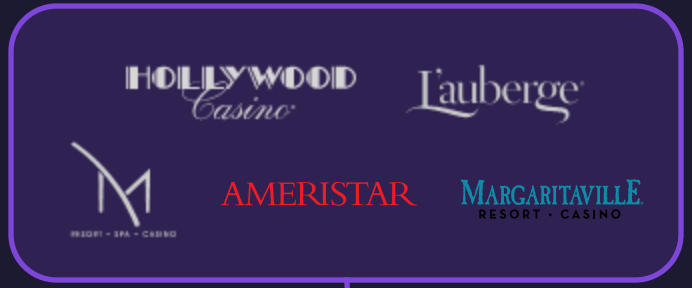


OMNI-CHANNEL STRATEGY



Retail Gaming

43 Properties in 20 U.S. States
32 Retail Sportsbooks in 15 U.S. States



Media & Content

Strategic Sports Betting Alliance with ESPN
theScore Media App (*Wholly-Owned*)



Online Gaming

Online Sportsbook Live in 18 U.S. States + Ontario
Online Casino Live in 4 U.S. States + Ontario



31M
LOYALTY PROGRAM
MEMBERS⁽¹⁾

PENN Entertainment
(1) We have added >3m new members over the last 2 quarters, highlighting the power of ESPN BET and our continued success in acquiring members at retail (as of August 2024).

CARING FOR OUR PEOPLE

Investing in our Team Members is investing in our Company.

- Excellent Benefits
- Leadership & Talent Development Programs
- PENN Women
- Commitment to DE&I
- PENN Diversity Scholarship Program
- Inclusive Recruitment Practices
- Partners with the U.S. Chamber of Commerce Foundation's Hiring Our Heroes Program
- Named a Certified Age Friendly Employer by the Age-Friendly Institute

Newsweek

America's Greatest Workplaces for 2023
America's Greatest Workplaces for Diversity

TIME

"World's Best Companies" for 2023

Forbes

"America's Best Large Employers"
America's Best Employers for Diversity in 2023



Consistently ranked in the top two as
"Employer of First Choice"

INVESTING IN OUR COMMUNITIES

- PENN contributed over \$8M in 2023 and collectively volunteered over 9,500 hours in service of local organizations and our communities.
- Over \$750,000 donated companywide in 2023 to Veteran and military support-focused non-profits.



2

HOLLYWOOD CASINO AT KANSAS SPEEDWAY: HISTORY AND OPPORTUNITY

HISTORY

- Kansas Entertainment – a Joint Venture between PENN and NASCAR - stepped into previous agreement with Wyandotte County in 2009 to develop and open a gaming facility.
- Opened February 3, 2012
- 95,000+ sq ft of gaming space
- 1,533 slot machines
- 35 table games
- 12 poker tables
- ESPN BET Sportsbook
- 472 team members



MAJOR ECONOMIC DRIVER IN WYANDOTTE COUNTY

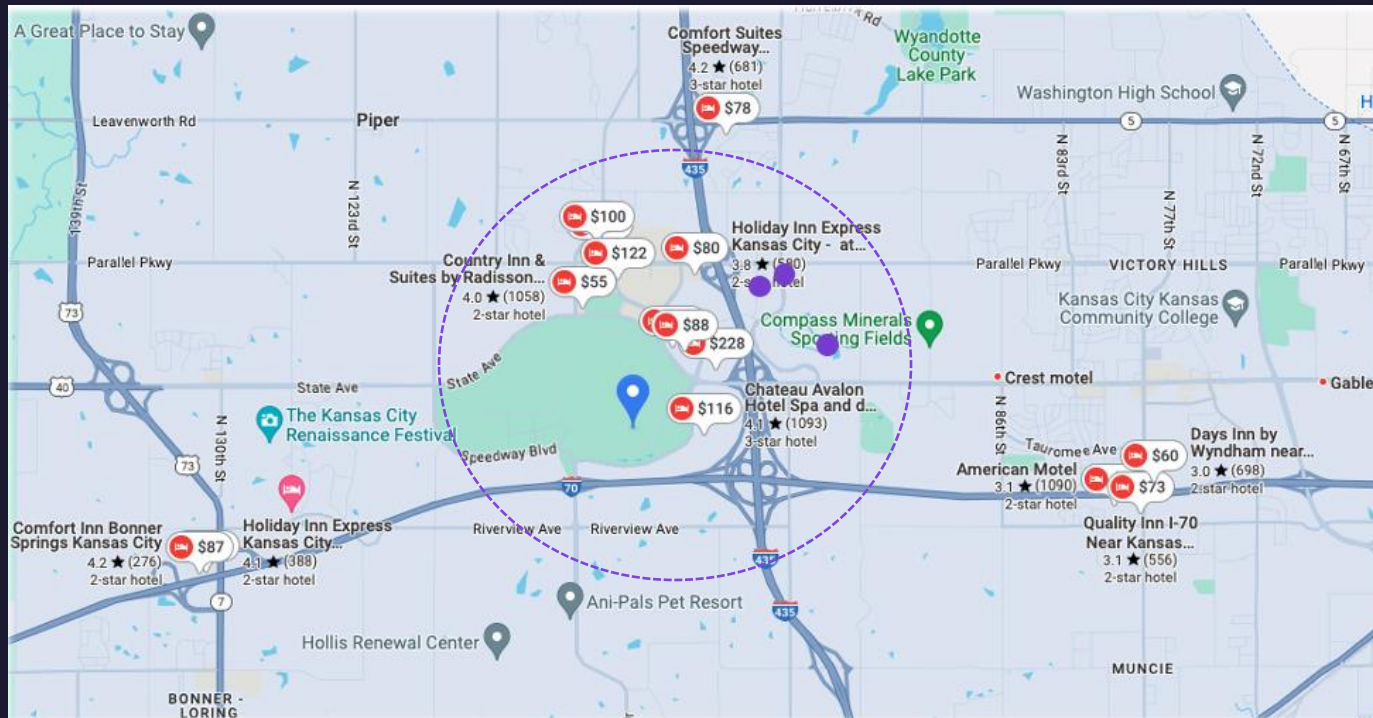
- \$290.6 Million in Payroll & Benefits
- \$66.7 Million in Property Taxes/Fees
- \$32.4 Million in Gaming Taxes
- \$14.8 Million in Charitable Contributions



ANNUAL BENEFITS TO WYANDOTTE COUNTY

- 3% of Casino Gaming Revenue (Kansas Lottery revenue share)
- 1% of additional Casino Gaming Revenue per our Development Agreement
- \$500,000 to the three nonhost school districts
- \$500,000 to fund Wyandotte County social services and charitable community activities
- 100,000 for use by the UG Parks and Recreation
- \$25,000 to be distributed to CVB
- \$10,000 to the Wyandotte County Chambers of Commerce, to be distributed as follows:
 - \$4,000 to the Kansas City Kansas Area Chamber
 - \$1,500 to the Bonner Springs Edwardsville Area Chamber
 - \$1,500 to the Kansas Black Chamber of Commerce
 - \$1,000 to the Women's Chamber of Commerce of KCK
 - \$1,000 to the Asian-American Chamber of Commerce
 - \$1,000 to the Hispanic Chamber of Commerce

CURRENT LANDSCAPE



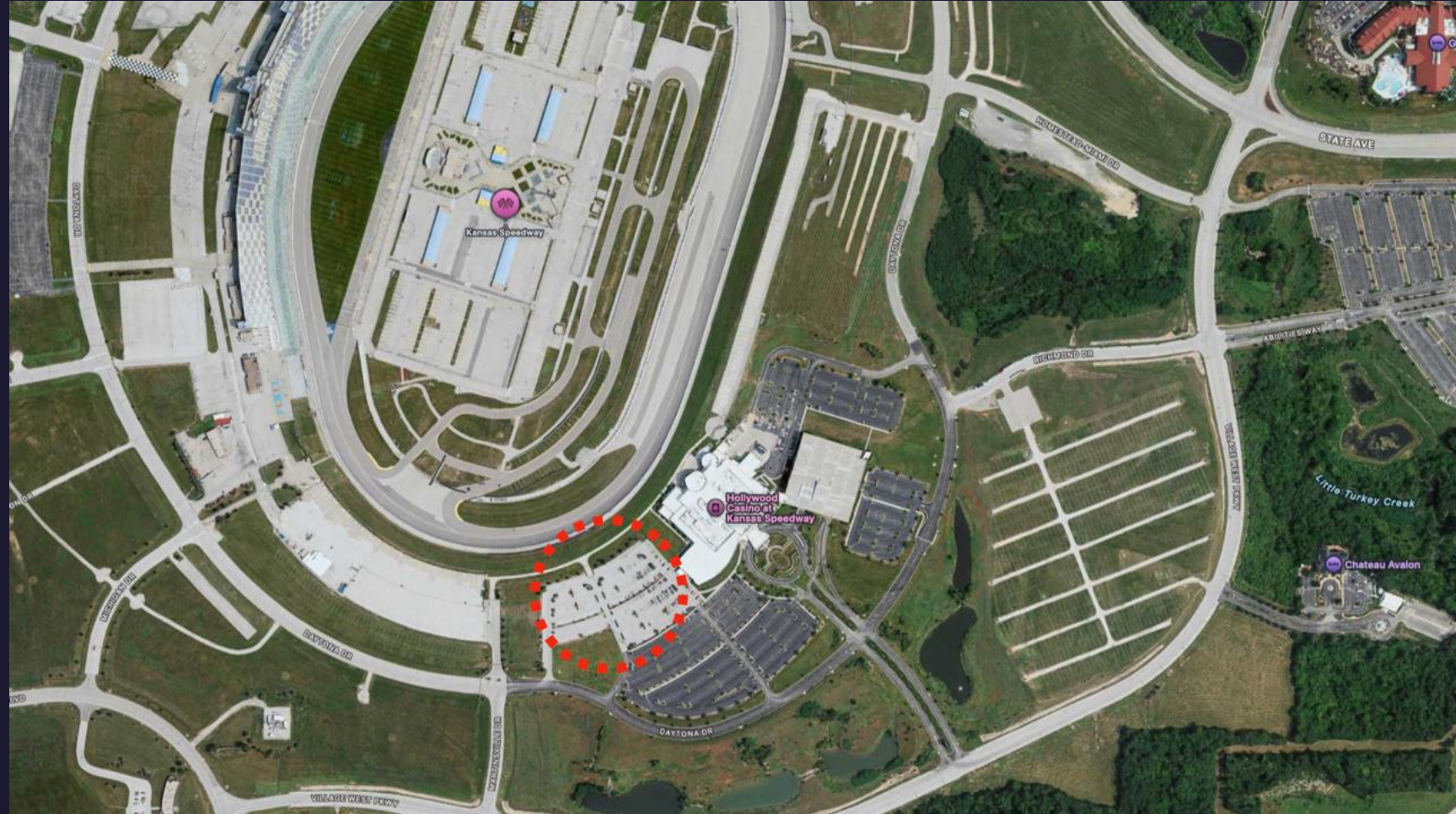
The occupancy rates of area hotels is 70.3% YTD through September 2023 and 65.4% in 2022.

Existing Hotels	Rooms
Comfort Suites Speedway Kansas City	84
Candlewood Suites Kansas City Speedway	95
Homewood Suites by Hilton Kansas City Speedway	108
Great Wolf Lodge Kansas City	281
Hampton Inn Kansas City The Legends	76
Chateau Avalon	60
Holiday Inn Express Kansas City at The Legends	96
Country Inn & Suites Kansas City at Village West	116
Best Western Premier KC Speedway Inn & Suites	82
Residence Inn Kansas City at The Legends	108
Existing Room Count	1,106

Future Development	
Fairfield Inn & Suites (TBD)	110
Margaritaville Resort (2025)	230
Hilton Garden Inn (TBD)	125
With Future Development	1,571

AN OPPORTUNITY TO EXPAND OUR OFFERINGS AT HOLLYWOOD CASINO

- Proposed 125-140 room and suite hotel (with room to expand) connected to the west side of the casino
- New dining options, meeting space, and additional amenities to be determined
- Proven 3rd party developer with a diverse and global portfolio of over 65 hotel accommodations and 27 dining venues



 Proposed Hotel Location



NEW BENEFITS FOR WYANDOTTE COUNTY

- Hundreds of construction and permanent jobs
- Additional \$350K to fund Wyandotte County social services and charitable community activities, totaling \$850K annually
- New hotel room, sales, and property tax revenue
- Expected increase in gaming tax revenue from higher projected gaming revenues
- One-time tax benefits from construction of hotel





THANK YOU