II. COMMITTEE AGENDA

NEW ITEM

ITEM NO. 4 – 140039….RESOLUTION: SALE OF UG OWNED PROPERTY

Synopsis: Purchase agreement with CBC Real Estate, LLC, for the sale of UG owned property at 651 Village West Parkway (10.5 acres), submitted by George Brajkovic, Economic Development Director.
Staff Request for Commission Action

Tracking No. 140039

Type: Standard
Committee: Economic Development and Finance Committee

Date of Standing Committee Action: 2/3/2014
(If none, please explain):

Proposed for the following Full Commission Meeting Date: Confirmed Date: 3/20/2014

3/20/2014

Changes Recommended By Standing Committee (New Action Form required with signatures)

<table>
<thead>
<tr>
<th>Date:</th>
<th>Contact Name:</th>
<th>Contact Phone:</th>
<th>Contact Email:</th>
<th>Ref:</th>
<th>Department / Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/29/2014</td>
<td>George Brajkovic</td>
<td>x 5749</td>
<td><a href="mailto:gbrajkovic@wycokck.org">gbrajkovic@wycokck.org</a></td>
<td></td>
<td>Economic Development</td>
</tr>
</tbody>
</table>

Item Description:
Pursuant to a project lead generated by the Kansas Department of Commerce, CBC Real Estate, LLC approached staff with a Purchase Agreement for UG owned property at 651 Village West Parkway, directly adjacent to the SE from Chateau Avalon in the Village West Development area. The vacant 10.5 acre tract would be bundled with property owned by Kansas Speedway for this specific project; an Office development, projected to need up to 100k sqft and creating in excess of 300 jobs, with Year 1 base annual average salary of $92k. As the property has significant topographical transitions, a premium will be charged if only a small portion of the property is purchased.

Action Requested:
Adopt Resolution authorizing the execution of the Purchase Agreement.

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
- [ ] Included In Budget
- [ ] Other (explain)

File Attachment
File Attachment
BE IT RESOLVED BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government as the voluntary act of the Unified Government the

PURCHASE AGREEMENT – VILLAGE WEST SITE “C”

in substantially the form presented to and reviewed by the Board of Commissioners on February 20, 2014, for Site “C”, a 10.5 acres m/l tract of vacant ground, located at 651 Village West Parkway, Kansas City, KS, also known as parcel #263434, between the Unified Government of Wyandotte County/Kansas City, Kansas, and CBC Real Estate Group, LLC.

ADOPTED BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

THIS __________ DAY OF ______________________, 2014.

________________________________________
Unified Government Clerk
January 28, 2014

Mr. George Brajkovic  
Economic Development Director  
Unified Government of Wyandotte County/Kansas City, Kansas  
701 N. 7th Street  
Kansas City, Kansas 66101

Re: Village West – Site C  
Exclusive Purchase Agreement

Dear George:

With this letter, CBC wishes to confirm our understanding with the Unified Government ("UG") for the acquisition of portion of Site C located on the southerly most portion of that site (the “Property”), for a Class A Office Project. Based upon the following terms, the UG and CBC shall enter into an exclusive agreement to purchase the Property.

<table>
<thead>
<tr>
<th>Seller:</th>
<th>Unified Government of Kansas City, Kansas/Wyandotte County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer:</td>
<td>CBC Real Estate Group, LLC or it’s assigns</td>
</tr>
<tr>
<td>Site:</td>
<td>Exhibit A – Property Map - Approximately 10.50 acres.</td>
</tr>
<tr>
<td>Title Company:</td>
<td>Chicago Title Insurance Company</td>
</tr>
<tr>
<td>Purchase Price:</td>
<td>Assuming buyer purchases the entire Site, the purchase price is One Million, Two Hundred Sixty Seven Thousand, Three Hundred and Seventy Eight Dollars and 00/100 ($1,267,378.00). This equates to a purchase price of $2.77 per land square foot. Seller and Buyer may agree on a smaller portion of the Site to be acquired as part of this transaction. Parcels sold which are less than 3.00 acres will are priced at $5.00 per land square foot.</td>
</tr>
<tr>
<td>Earnest Money:</td>
<td>Five Thousand Dollars and no/Cents ($5,000.00) which shall be refundable and applicable to the purchase price.</td>
</tr>
<tr>
<td>Project:</td>
<td>Buyer intends to compete for a corporate user who will occupy between 60,000 and 90,000 sf of office space. Using four staff per thousand sf of office space, the estimated employment is approximately 240 to 360 persons.</td>
</tr>
<tr>
<td>Limitations:</td>
<td>The Seller agrees to enter into this exclusive agreement with the Buyer for only the Property and only so that the Purchaser may pursue a development proposal for a corporate office user currently located in Kansas City, Missouri.</td>
</tr>
<tr>
<td>Contingency Period:</td>
<td>Based upon the above limitations, Seller grants to the Buyer exclusive development rights to the Property for a period of One Hundred and Eighty Days (180) following the execution of this agreement. Purchaser may enter into three (3) additional ninety (90) day periods with the payment of an additional Two Thousand and Five Hundred Dollar and no/Cents ($2,500.00)</td>
</tr>
</tbody>
</table>
**Exclusive Purchase Agreement**

| Date: January 28, 2014 |

| **Village West – Site C** |

<table>
<thead>
<tr>
<th><strong>Delivery of Documents:</strong></th>
<th>Seller agrees to provide Buyer all pertinent documents relating to the Property within five (5) business days following execution of this agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contingencies:</strong></td>
<td>Purchaser’s obligation to close is subject to normal and customary contingencies including receipt of Title Commitments, Title Policy, Engineering Review, Survey’s and Zoning/Permits all of which shall be to Purchaser’s approval. Purchaser’s ability to acquire the property is subject to financial underwriting. The financial underwriting process includes numerous tasks including but not limited to market appraisals, tenant financials, certain government approvals and certain State and Local incentives including Real Property Tax Abatement.</td>
</tr>
<tr>
<td><strong>Seller’s Representations:</strong></td>
<td>Seller owns the Property, has good and marketable fee simple title to the Property, to the best knowledge of the Seller, the Property is in compliance with all laws. Seller will be able to deliver possession of the property upon Closing.</td>
</tr>
<tr>
<td><strong>Buyer’s Representations:</strong></td>
<td>Buyer has authority to enter into this agreement.</td>
</tr>
<tr>
<td><strong>Closing:</strong></td>
<td>Closing shall occur Twenty (20) days after Purchaser provides written notice of Closing or the expiration of the Contingency Period.</td>
</tr>
<tr>
<td><strong>Brokers:</strong></td>
<td>Each party represents and warrants to the other party that it has had no dealings with any broker, agent or finder in connection with this transaction other than CBC Real Estate Group, as Buyer’s broker. Seller shall pay Seller’s broker (if any) and Buyer’s broker a brokerage fee in connection with the transaction contemplated by this Contract pursuant to the terms of separate brokerage agreements with such brokers.</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, Purchaser has executed this Contract this ___th day of February, 2013.

**PURCHASER:** **CBC Real Estate Group, LLC**  
**SELLER:** **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

By: ____________________________________   
William F. Crandall, Managing Principal

By: ___________________________________________________________________________   
Printed Name:

Exhibit A – Property Map

---

4706 Broadway, Suite #240, Kansas City, MO 64112  
Phone (816)285-9550
I.  Call to Order / Roll Call

II.  Committee Agenda

Item No. 1 - REPORT: QUARTERLY INVESTMENT REPORT

Synopsis:

For information only. No action required.
Tracking #: 970146
Item No. 2 - RESOLUTION: MOU AND GRANT FOR GROWING FROM THE GROUND UP

Synopsis:
Resolution authorizing a memorandum of understanding with the Fund for Cities of Service, Inc., relative to a grant for the implementation of Growing from the Ground Up, funded by Bloomberg Philanthropies, submitted by Misty Brown Polo, Legal.
Tracking #: 140031

Item No. 3 - RESOLUTION: TAX VERIFICATION OF CONTRACTORS

Synopsis:
Resolution authorizing an intergovernmental cooperative agreement for tax verification formation between the UG, Johnson County, KS, Jackson County, MO, and the city of Kansas City, MO (CORE4), submitted by Brett Deichler, Delinquent Real Estate.
Tracking #: 140026

III. Outcomes

Item No. 1 - DISCUSSION/PRESENTATION: WORKFORCE HOUSING

Synopsis:
Discussion and presentation on workforce housing and its relationship to the LITHC Program.
Tracking #: 140029

IV. Adjourn
TO: Economic Development and Finance Standing Committee
FROM: Lew Levin, Chief Financial Officer
SUBJECT: Fourth Quarter 2013 Investment Report
DATE: 1/23/14

Attached are three schedules entitled "Investment by Type, Interest Revenue Earned, and Cash by Fund Type", pertaining to cash investments.

The first schedule contains details of the Unified Government cash currently invested indicating investment type, date invested, maturity date, as well as interest rate.

The second schedule is a chart comparing the total interest earned, and the average invested for the years 2010, 2011, and 2012 through December 31, 2013.

The third schedule indicates the total cash held by fund type.

This report is presented for inclusion in the information packet to the Standing Committee members and no action is required.

cc: Cash Management Committee
<table>
<thead>
<tr>
<th>INVESTMENT BY TYPE</th>
<th>Amount</th>
<th>Rate</th>
<th>Invest. Date</th>
<th>Mat. Date</th>
<th>Days to Mat.</th>
</tr>
</thead>
<tbody>
<tr>
<td>UMB, NBA, Wyandotte - Oper.</td>
<td>$86,108,000</td>
<td>0.250%</td>
<td>12/31/13</td>
<td>01/02/14</td>
<td>2</td>
</tr>
<tr>
<td>UMB, NBA, Wyandotte - Health</td>
<td>2,364,000</td>
<td>0.250%</td>
<td>12/31/13</td>
<td>01/02/14</td>
<td>2</td>
</tr>
<tr>
<td><strong>TOTAL REPURCHASE AGREEMENTS</strong></td>
<td><strong>$88,472,000</strong></td>
<td><strong>0.250% Average Rate of Interest</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liberty Bank Local Emphasis</td>
<td>$97,220</td>
<td>0.500%</td>
<td>05/12/13</td>
<td>05/12/14</td>
<td>132</td>
</tr>
<tr>
<td>First State Local Emphasis</td>
<td>97,322</td>
<td>0.300%</td>
<td>05/12/13</td>
<td>05/12/14</td>
<td>132</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>50,000,000</td>
<td>0.370%</td>
<td>06/10/12</td>
<td>07/16/14</td>
<td>199</td>
</tr>
<tr>
<td>Commerce</td>
<td>5,000,000</td>
<td>0.400%</td>
<td>12/09/11</td>
<td>08/08/14</td>
<td>220</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>10,000,000</td>
<td>0.500%</td>
<td>12/09/11</td>
<td>08/08/14</td>
<td>220</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>10,000,000</td>
<td>0.400%</td>
<td>06/10/12</td>
<td>12/01/14</td>
<td>335</td>
</tr>
<tr>
<td>Liberty Bank</td>
<td>1,000,000</td>
<td>1.280%</td>
<td>06/28/11</td>
<td>12/30/14</td>
<td>394</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>7,000,000</td>
<td>0.430%</td>
<td>12/13/12</td>
<td>08/23/15</td>
<td>605</td>
</tr>
<tr>
<td>Liberty Bank</td>
<td>1,000,000</td>
<td>0.355%</td>
<td>12/14/12</td>
<td>08/28/15</td>
<td>605</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>5,000,000</td>
<td>0.810%</td>
<td>01/20/12</td>
<td>11/03/15</td>
<td>672</td>
</tr>
<tr>
<td>Liberty Bank</td>
<td>1,000,000</td>
<td>1.110%</td>
<td>01/20/12</td>
<td>11/03/15</td>
<td>672</td>
</tr>
<tr>
<td>Commerce</td>
<td>4,000,000</td>
<td>0.700%</td>
<td>01/20/12</td>
<td>11/03/15</td>
<td>672</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>5,000,000</td>
<td>0.470%</td>
<td>05/22/13</td>
<td>07/24/15</td>
<td>936</td>
</tr>
<tr>
<td>Liberty Bank</td>
<td>1,000,000</td>
<td>0.682%</td>
<td>12/14/12</td>
<td>12/13/15</td>
<td>1,078</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>5,000,000</td>
<td>0.660%</td>
<td>05/22/13</td>
<td>04/28/17</td>
<td>1,214</td>
</tr>
<tr>
<td>Capital Federal</td>
<td>5,000,000</td>
<td>0.690%</td>
<td>05/22/13</td>
<td>05/22/17</td>
<td>1,238</td>
</tr>
<tr>
<td><strong>TOTAL CERTIFICATES OF DEPOSIT</strong></td>
<td><strong>$65,194,543</strong></td>
<td><strong>0.440% Average Rate of Interest</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UMB/FFCB</td>
<td>$5,000,000</td>
<td>1.710%</td>
<td>04/28/11</td>
<td>03/24/13</td>
<td>448</td>
</tr>
<tr>
<td>UMB/FHLB</td>
<td>7,037,722</td>
<td>0.356%</td>
<td>02/01/13</td>
<td>05/27/15</td>
<td>512</td>
</tr>
<tr>
<td>UMB/FHLB</td>
<td>854,326</td>
<td>2.000%</td>
<td>05/08/13</td>
<td>05/13/16</td>
<td>864</td>
</tr>
<tr>
<td>UMB/FHLB</td>
<td>13,085,827</td>
<td>0.875%</td>
<td>05/26/12</td>
<td>05/23/16</td>
<td>874</td>
</tr>
<tr>
<td>UMB/FHLB</td>
<td>5,000,166</td>
<td>0.890%</td>
<td>12/14/12</td>
<td>12/13/16</td>
<td>1,078</td>
</tr>
<tr>
<td>UMB/FNMCA</td>
<td>4,986,774</td>
<td>0.870%</td>
<td>09/02/13</td>
<td>09/30/13</td>
<td>1,235</td>
</tr>
<tr>
<td><strong>TOTAL U.S. TREASURY</strong></td>
<td><strong>$35,973,815</strong></td>
<td><strong>0.774% Average Rate of Interest</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEMP NOTE KOBE</td>
<td>$253,500</td>
<td>0.250%</td>
<td>10/9/13</td>
<td>3/1/14</td>
<td>60</td>
</tr>
<tr>
<td>TEMP NOTE UTTER</td>
<td>$750,000</td>
<td>0.250%</td>
<td>7/10/13</td>
<td>3/1/14</td>
<td>60</td>
</tr>
<tr>
<td><strong>TOTAL TEMPORARY NOTES</strong></td>
<td><strong>$1,003,500</strong></td>
<td><strong>0.250% Average Rate of Interest</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STATISTICS**

<table>
<thead>
<tr>
<th>Total investments</th>
<th>$200,843,858</th>
<th>Avg. Days</th>
<th>602</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Average Rate of Interest</td>
<td>0.44%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Investment</td>
<td>$163,483,574</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weighted Average Yield</td>
<td>0.54%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>91-day T-Bill Rate (Benchmark)</td>
<td>0.07%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Weighted Maturity</td>
<td>413.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Focused Through December 31, 2013</td>
<td>$751,748 *</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ALL ABOVE INVESTMENTS ARE FULLY COLLATERALIZED IN COMPLIANCE WITH THE UNIFIED GOVERNMENT’S INVESTMENT POLICIES AND K.S.A. 9-1402**

* INTEREST POSTED IS CALCULATED ON A GAAP BASIS.
CASH BY FUND TYPE  
December 31, 2013

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND TYPE</td>
<td>10,707,280</td>
</tr>
<tr>
<td>SPECIAL REVENUE FUND TYPE</td>
<td>9,864,643</td>
</tr>
<tr>
<td>DEBT SERVICE FUND TYPE</td>
<td>2,519,080</td>
</tr>
<tr>
<td>CAPITAL PROJECT FUND TYPE</td>
<td>51,472,057</td>
</tr>
<tr>
<td>ENTERPRISE FUND TYPE</td>
<td>15,257,019</td>
</tr>
<tr>
<td>INTERNAL SERVICE FUND TYPE</td>
<td>(87,505)</td>
</tr>
<tr>
<td>TRUST AND AGENCY FUND TYPE</td>
<td>111,666,582</td>
</tr>
</tbody>
</table>

TOTAL CASH                       | 201,399,155 |

*The difference between the Cash by Fund Type and the Investment by Type report is the investment of reconciling items, such as outstanding warrants.*
Type: Standard
Committee: Economic Development and Finance Committee

Date of Standing Committee Action: 2/3/2014
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 2/20/2014
Confirmed Date: 2/20/2014

Changes Recommended By Standing Committee (New Action Form required with signatures)

<table>
<thead>
<tr>
<th>Date:</th>
<th>Contact Name:</th>
<th>Contact Phone:</th>
<th>Contact Email:</th>
<th>Ref:</th>
<th>Department / Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/22/2014</td>
<td>Misty Brown Polo</td>
<td>5067</td>
<td><a href="mailto:serverbanic@wycokck.org">serverbanic@wycokck.org</a></td>
<td></td>
<td>Legal</td>
</tr>
</tbody>
</table>

Item Description:
A resolution authorizing the Unified Government's acceptance of up to $30,000.00 in grant funds for the implementation of Growing from the Ground Up! from Cities of Service funded by Bloomberg Philanthropies. The resolution further grants the Administrator authority to execute a Memorandum of Understanding setting forth the requirements relating to the grant.

Action Requested:
Forward to Full Commission for Approval

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
  - Included In Budget
  - Other (explain)

File Attachment
RESOLUTION NO. ______________________

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (Unified Government), has been selected to receive an Impact Volunteering Fund Grant from the Fund for Cities of Service, Incorporated (“Cities of Service”) funded by Bloomberg Philanthropies in the amount of $25,000.00 to fund the implementation of Growing from the Ground UP!; and

WHEREAS, the Unified Government will receive an additional $5,000.00 from Cities of Service if specific year-one impact benchmarks are achieved; and

WHEREAS, the Unified Government wishes to accept the grant for 100% of the project costs; and

WHEREAS, the Unified Government and Cities of Service must enter into a Memorandum of Understanding setting forth the requirements relating to the grant,

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

1. That the Unified Government Administrator is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, the attached Agreement.

2. That the Unified Government Administrator is hereby authorized to take all necessary actions to carry out the terms of the Agreement.


____________________________________
Unified Government Clerk
This MOU is made as of January __, 2014 by and between the Fund for Cities of Service, Inc. (“Cities of Service”), located at 25 East 78th Street, New York, NY 10075, and the Unified Government of Wyandotte County / Kansas City, Kansas (the “Grantee” or the “City”).

Overview. The Grantee has been selected to receive a Cities of Service Impact Volunteering Fund Grant in the amount of $25,000 (the “Grant Funds”), to fund the implementation of Growing from the Ground Up!, the approved impact service initiative (the “Initiative”). This funding, provided by Cities of Service, recognizes Mayor Mark R. Holland’s commitment to using impact volunteering as a key strategy to tackle pressing local challenges. In addition, if specific year-one impact benchmarks, agreed to by Cities of Service and the Grantee and set forth below, are achieved, Cities of Service will award the Grantee a bonus grant of up to $5,000, for a total award of up to $30,000.

Use and Disbursement of Funds. The Grant Funds may only be used to support implementation of the Initiative as described below. The Grant Funds may not be used to pay a Chief Service Officer’s (“CSO”) salary or benefits; nor may they be used to hire new City staff, although they can be used to cover a portion of the salaries and benefits of existing staff other than the CSO, who will support the Initiative. Additionally, the Grant Funds may be used for AmeriCorps matches or cost-share VISTAs, as long as the relevant individuals work on and support the Initiative. The Grant Funds will be paid after this agreement is executed. The Grant Funds may not be used to displace existing City or community resources.

A bonus award of up to $5,000 will be paid after year-one impact benchmarks specified below are achieved.


As proposed in the grant application, the Grantee’s community gardening initiative, Growing from the Ground Up!, will engage volunteers to build a 1,200 square foot community garden, harvest 570 pounds of produce from that garden, and help elementary school children and their families learn about growing fresh produce and cooking healthy meals within 12 months.

The Grantee commits to meeting the following impact goals, using the below mentioned metrics, by the end of 12 months of implementation:

- A 1200 square foot community garden created and maintained
- 570 pounds of fresh produce harvested and delivered to low-income families
- 62 low-income families directly benefitted from the harvest
- 100 elementary school students participated in the garden initiative
- 4 six-week long cooking class sessions held, for a total of 24 cooking classes held
- 100 families participated in cooking classes
- 100 families learned to cook 5 healthy meals at end of the sessions
- Increase in families’ consumption of fresh fruits and vegetables, as measured by pre/post tests

Payment of the bonus of up to $5,000 at the end of the one-year grant period is contingent upon the Grantee meeting the above-mentioned benchmarks.

Key Personnel:
The Grantee commits that there will be at least one designated City employee who will serve as the lead contact and manage implementation of the Initiative (the “City Lead”). If the City has a CSO, the CSO should serve as the City Lead. If the City does not have a CSO, the City Lead will be agreed upon with Cities of Service at the beginning of the grant period. If the City Lead resigns or is asked to leave, the Grantee must notify Cities of Service immediately. The role must be filled within 30 days of notification, and Cities of Service must agree to the proposed replacement personnel.

**Strategic Partnership:**
The Grantee, and the City Lead in particular, is expected to work with Cities of Service strategic partners to implement and learn from the Initiative and advance the goals of the coalition, including but not limited to:

- Ensuring the participation and support of local funders and key cross-sector partners with the goal of encouraging local foundation support.
- Hosting strategic partners for site visits throughout the grant period.
- Additional tasks as determined by Cities of Service in consultation with the Grantee.

**Programmatic Reporting Requirements:**
The Grantee will be required to submit quarterly reports as requested using a format to be specified by Cities of Service. These reports will highlight progress toward impact goals, challenges encountered along the way, and lessons learned during the planning and implementation process. They also will include narrative stories of impact. Reports should include copies of any media coverage related to these activities.

The Grantee will also be required to submit reports on a more frequent basis if requested by Cities of Service. Such reports will also be required to be provided in a format to be specified by Cities of Service.

The Grantee will be required to submit a final written report on or by February 15, 2015, the format of which is to be determined by Cities of Service, which will include a narrative on how all Grant Funds were spent. Any bonus award will be contingent upon the Grantee’s submission of the final written report to Cities of Service’s satisfaction.

All reports must be submitted electronically as specified by Cities of Service.

**Media:**
The Grantee must make a public announcement about the grant, with the text approved by Cities of Service in advance, before implementation of the Initiative begins.

The Grantee must provide to Cities of Service all media releases, public announcements, and reports related to Cities of Service and obtain consent from Cities of Service prior to publication or distribution in any format.

The Grantee must acknowledge Cities of Service in all public materials and collateral materials discussing the Initiative.

**General Grantee Responsibilities:**
- The Grantee, including Mayor Holland and the City staff working to implement the Initiative, including but not limited to the City Lead, must support all aspects of the Declaration of Service.
- The City Lead and any other City staff assisting with the Initiative must agree to take part in regular (at least once a month) intensive technical assistance. This may include but is not limited
to regular one-on-one monitoring and technical assistance phone calls, regular group calls with other grantees and coalition members, and a site visit. It is expected that the Grantee will communicate regularly and frequently with the staff and representatives of the Cities of Service coalition.

- The City Lead, on behalf of the Grantee, is expected to work with other cities in the Cities of Service coalition to develop and share best practices, as identified through the implementation of the Initiative. This could include attending a service-focused convening related to the implementation work being supported by the Grant Funds.
- The City Lead is expected to attend the National Conference on Volunteering and Service in June 2014. Cities of Service will cover the costs of registration, travel and lodging for this event.
- Mayor Holland must be in office through the term of the grant. If the Mayor leaves office for any reason before the grant term ends, Cities of Service must be notified immediately.

Termination Clause:
Failure by the Grantee to comply with any of the above terms may be deemed a material breach of this MOU. In the event of a material breach of this MOU, Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended and uncommitted Grant Funds within 30 days of being notified of such material breach. In this instance, the Grantee would no longer be eligible to receive the bonus award of $5,000.

The Grantee agrees to notify Cities of Service immediately in the event that (i) Mayor Holland leaves office for any reason before the grant term ends or (ii) the Initiative is discontinued for any reason. If the Initiative is discontinued, Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended and uncommitted Grant Funds within 30 days of being notified of such discontinuation.

Unified Government of Wyandotte County / Kansas City, Kansas

By: ______________________________  Attest: ______________________________
    Dennis Hays, County Administrator  Unified Government Clerk

Fund for Cities of Service, Inc.

By: ______________________________
Staff Request for Commission Action

Tracking No. 140026

Type: Standard
Committee: Economic Development and Finance Committee

Date of Standing Committee Action: 2/3/2014

Proposed for the following Full Commission Meeting Date: 2/20/2014

Changes Recommended By Standing Committee (New Action Form required with signatures)

Date: 1/16/2014
Contact Name: Brett Deichler
Contact Phone: 573-8103
Contact Email: bdeichler@wycokck.org
Ref:
Department / Division: Delinquent Real Estate

Item Description:
The Unified Government of Wyandotte County/ Kansas City, Kansas, Jackson County, Missouri, Johnson County, Kansas, and the City of Kansas City, Missouri, teamed up over a year ago and began a project known as “CORE 4” to improve regional efforts and find ways to work together to improve the quality of service and efficiencies. The participating agencies discussed a process that would allow their respective purchasing agencies to work together to ensure that contractors meet their tax obligations in each jurisdiction before being awarded contracts in a participating jurisdiction. This would be accomplished by each jurisdiction sharing and seeking tax clearance information on a contractor’s tax obligation. A resolution is attached supporting and authorizing the approval of the intergovernmental cooperative agreement for tax verification purposes between the Unified Government, Johnson County, Kansas, Kansas City, Missouri, and Jackson County, Missouri.

Action Requested:
Forward to Full Commission for Approval

☐ Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
☐ Included In Budget
☑ Other (explain) Policy action. Potential positive tax impact.
RESOLUTION NO. _________

A RESOLUTION SUPPORTING AND AUTHORIZING THE APPROVAL OF THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR TAX VERIFICATION INFORMATION BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, JOHNSON COUNTY, KANSAS, JACKSON COUNTY, MISSOURI, AND THE CITY OF KANSAS CITY, MISSOURI.

WHEREAS, a project known as “CORE 4” began approximately a year ago to improve regional efforts through a group formed by the management of the Unified Government of Wyandotte County/ Kansas City, Kansas, Jackson County, Missouri, Johnson County, Kansas, and the City of Kansas City, Missouri, with the goal of finding ways to work more closely together to better the quality of service, efficiencies, or innovations; and

WHEREAS, from this collaboration, it was learned that some entities were not performing tax clearance for contractors prior to award and/or payment; and

WHEREAS, discussion ensued and there was strong support to have the various entities’ purchasing agents work together to begin a process of providing tax clearances on contracts for not only their own jurisdictions, but also the surrounding partners; and

WHEREAS, staff at each participating entity have been consulted and believe that this would not be an administratively cumbersome process; and

WHEREAS, it is being proposed that the Unified Government provide tax clearance information on Unified Government tax obligations to the other three partners for their contracts, and the Unified Government will seek the same information from the other three partners on Unified Government contracts; and

WHEREAS, in the event a proposed contractor is not current on taxes in all jurisdictions, the contractor would be required to become current prior to award; and

WHEREAS, this procedure will help strengthen the purchasing process throughout the region while supporting other taxing entities in ensuring those that are doing business with the government are current on taxes; and

WHEREAS, the Unified Government supports the concept of CORE 4 and desires additional review of and recommendations for the development and evolution of the CORE 4 project to best meet the governing body’s priorities; and

WHEREAS, to implement this understanding, the execution of an Intergovernmental Cooperative Agreement is required;
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

1. That the Unified Government Board of Commission of Wyandotte County/Kansas City, Kansas is committed to and endorses the concept of the CORE 4 project.

2. That the County Administrator of the Unified Government of Wyandotte County/ Kansas City, Kansas is hereby authorized to execute said Agreement on behalf of the Unified Government.

3. The Mayor, County Administrator and the Unified Government's other officers, agents, and employees are hereby authorized to take any action required and necessary to implement and satisfy the intent of said Resolution and Agreement.

ADOPTED BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS _____ DAY OF ______________________ 2014.

By: ________________________________
Mark Holland, Mayor/CEO

ATTEST

____________________________
Unified Government Clerk

Approved As To Form:

____________________________
Misty S. Brown, Assistant Counsel
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR TAX VERIFICATION INFORMATION

THIS AGREEMENT, made as of this 1st day of November 2013, by and between the City of Kansas City, Missouri (the “City”), Jackson County, Missouri (“Jackson County”), Johnson County, Kansas (“Johnson County”), and Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”).

WHEREAS, the City, Jackson County, Johnson County, and the Unified Government (collectively “the Local Governments”) each enter into Contracts with Contractors that are funded out of taxpayer funds; and

WHEREAS, it is the policy of the Local Governments that Contractors that benefit from taxpayer funded contracts must be in compliance with the tax laws of each Local Government;

NOW THEREFORE, the City, Jackson County, Johnson County, and the Unified Government agree as follows:

Sec. 1. Definitions.

(a) “Contract” means any agreement or renewal of an agreement between a Contracting Local Government and a Contractor that requires the Contractor to provide Tax Clearance Letters pursuant to this Agreement.

(b) “Contracting Local Government” means the Local Government that enters into a Contract with a Contractor, as defined by this Agreement.

(c) “Contractor” means any business or individual who enters a Contract with a Local Government.

(d) “Local Government” means Jackson County Missouri, Johnson County Kansas, the City of Kansas City Missouri, and the Unified Government of Wyandotte County/Kansas City, Kansas.

(e) “Tax Clearance Letter” means any written communication from an authorized official of a Local Government that states the Contractor has paid all taxes due and owing to the Local Government.

(1) A Tax Clearance Letter issued by a Local Government shall be valid for one year from the date of issuance.
(2) Any tax liability which is currently being protested through a Local Government’s recognized legal process shall not be considered an unpaid tax liability as part of this effort and the Local Government may issue a Tax Clearance Letter to the Contractor.

(f) "Taxes" shall include, but are not limited to: real property taxes, personal property taxes, sales and use taxes, earnings and profits taxes, business license taxes, withholdings taxes, or other debts that are regularly referred to as a "tax" by the Local Government.

Sec. 2. Responsibilities of the Local Governments.

(a) At any time prior to making the first payment in a Contract as defined in Section 1, the Contracting Local Government shall require the Contractor to obtain and provide a Tax Clearance Letter from the Local Governments.

(1) If the Contractor’s tax information is a public record, a Local Government shall submit the Tax Clearance Letter directly to the Contracting Local Government.

(2) If a Contractor’s tax information is not a public record, a Contractor may authorize a Local Government to provide the Tax Clearance Letter directly to the Contracting Local Government.

(b) Each Local Government shall process the request for a Tax Clearance Letter within five business days of the request from the Contracting Local Government or Contractor.

(c) Each Local Government shall provide an employee who shall be the primary and single point of contact to process all requests for Tax Clearance Letters required by this Agreement. Each Local Government shall provide to the other Local Governments the following information: the employee name, office phone number, email address and fax number.

(d) Each Local Government shall provide an employee who shall be the backup point of contact to process all requests for Tax Clearance Letter required by this Agreement. Each Local Government shall provide to the other Local Governments the following information: the employee name, office phone number, email address and fax number.

(e) The Local Governments agree to meet monthly for the first six months of this Agreement and to evaluate and modify the implementation of this Agreement.
(f) Each Local Government may use any method or dollar threshold to select Contracts subject to this Agreement as long as the Local Government attempts in good faith to meet the goals of subsection (g).

(g) Each Local Government shall make a good faith effort to make contracts subject to this Agreement in accordance with the following implementation schedule:

(1) November 1, 2013-January 31, 2014: 25 contracts
(2) February 1, 2014-April 30, 2014: 25 contracts
(3) May 1, 2014-July 31, 2014: 35 contracts
(4) August 1, 2014-October 31, 2014: 50 contracts

In the second year and in subsequent years, each Local Government shall make a good faith effort to make 200 contracts subject to this Agreement.

(h) Every six months, each Local Government shall report to the other Local Governments the number of contracts subject to this Agreement.

Sec. 3. Term of Agreement. This Intergovernmental Cooperative Tax Verification Information Agreement shall begin on November 1, 2013 and shall end on October 31, 2014. The Agreement shall automatically renew each September 1st for an additional one year period unless one of the Local Governments sends written notice to the other Local Governments that this Agreement is not renewed by June 30th. If the Agreement is not renewed by one or more Local Governments, the Agreement shall automatically continue with the remaining Local Governments.

Sec. 4. Compensation. Each Local Government shall not charge for any Tax Clearance Letter issued to the Contractor or the Contracting Local Government subject to this Agreement.

Sec. 5. Notices. All notices required by this Agreement shall be in writing sent to each of the following:

City:

Contact: Troy Schulte, City Manager

Address: City Hall
29th Floor, 414 E. 12th Street
Kansas City, MO 64106
Phone: (816) 513-6553 Facsimile: (816) 513-1363

E-mail address: Troy.Schulte@kemo.org
Jackson County:

Contact: Troy Thomas, Director of Finance

Address: Jackson County Courthouse

415 E. 12th Street Kansas City, MO 64106
Phone: (816) 881-3176 Facsimile: (816) 881-3877

E-mail address: qtthomas@jacksongov.org

Johnson County:

Contact: Hannes Zacharias, County Manager

Address: 111 South Cherry Street, Suite 3300
Olathe, KS 66061
Phone: 913 715-0727 Facsimile: (913) 715-0440

E-mail address: hannes.zacharias@jcogov.org

Unified Government:

Contact: Jody Boeding, Chief Counsel

Address: 701 N. 7th Street, Suite 961
Kansas City, KS 66101
Phone: (913) 573-5060 Facsimile: (913) 573-5243

E-mail address: jboeing@wycokck.org

All notices are effective when a) delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

Sec. 6. Termination for Convenience. A Local Government may, at any time upon ninety (90) days written notice to the other Local Governments specifying the effective date of termination, terminate this Agreement, in whole or in part. If the Agreement is terminated for
convenience by a Local Government, the Agreement shall continue with the remaining Local Governments.

Sec. 7. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties.

Sec. 8. Amendments to the Agreement. Each Local Government represents that the Local Government official that executes this Agreement is legally authorized to execute this Agreement and any amendments to this Agreement without any additional approval or authorization from the Local Government’s Governing Body or Legislature.

Sec. 9. Severability; Change in Laws. Each Local Government acknowledges and agrees that nothing in this Agreement is intended to be contrary to applicable federal, state or local laws. The Local Governments further recognize that this Agreement is subject to amendments to such laws and rulings by courts of competent jurisdiction. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause any or all of the Local Governments to be in violation of any law, rule or regulation, will be deemed to have superseded the terms of this Agreement; provided, however, that the Local Governments agree to exercise their best reasonable efforts to accommodate the terms and intent of this Agreement by amendment to this Agreement, to the greatest extent possible consistent with the requirements of law.

IN WITNESS WHEREOF, Each Local Government has each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

CITY OF KANSAS CITY, MISSOURI
A Constitutionally Charter Municipal Corporation of the State of Missouri

By
Troy Schulte, City Manager

JACKSON COUNTY, MISSOURI

By
Michael D. Sanders, County Executive

ATTEST:

Clerk of the County Legislature
APPROVED AS TO FORM:

By ____________________________  By ____________________________

Assistant City Attorney  Jackson County Counselor

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

By ____________________________  By ____________________________

Hannes Zacharias, County Manager  Dennis Hay, County Administrator

APPROVED AS TO FORM:  APPROVED AS TO FORM:

By ____________________________  By ____________________________

Assistant County Counselor  Assistant Counsel
**Staff Request for Commission Action**

**Tracking No. 140029**

**Type:** Standard  
**Committee:** Economic Development and Finance Committee

**Date of Standing Committee Action:** 2/3/2014  
(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 2/27/2014  
**Confirmed Date:** 2/27/2014

**Item Description:**
At the January 6, 2014 ED&F Standing Committee staff was directed to forward the Local Review Criteria and the Application Point Review to the ED&F Standing Committee Commissioners for review.

The goal is to discuss the Local Review Criteria and the current Application Point Review objectively for possible changes to the Unified Government Section 42 Tax Credit policy.

**Action Requested:**
For information only.

**Publication Required**

**Budget Impact:** (if applicable)

**Amount:** $

**Source:**
- [ ] Included In Budget
- [ ] Other (explain)

---

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref:</th>
<th>Department / Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/22/2014</td>
<td>Charles Brockman</td>
<td>x5733</td>
<td><a href="mailto:cbrockman@wycokck.org">cbrockman@wycokck.org</a></td>
<td></td>
<td>Economic Development</td>
</tr>
</tbody>
</table>

---

| File Attachment | File Attachment |
INTRODUCTION

The Commission of the Unified Government of Wyandotte County/Kansas City, Kansas (UG) believes that one of the community’s most attractive and positive characteristics is its cultural and racial diversity in which no one group constitutes a majority. It is the policy of the Unified Government to secure to all persons living or desiring to live in the City a fair opportunity to purchase, lease, rent or occupy housing or other real estate and to provide all persons full and equal access to housing regardless of race, sex, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status or disability. Unlawful racial steering, discrimination and other forces promoting segregated housing must be eliminated. It is the intent of the Commission in the implementation of this Housing Tax Credit Policy to encourage racial and cultural integration as well as economic diversity.

CRITERIA

The Unified Government is committed to the construction and maintenance of quality affordable housing in Wyandotte County. The construction of new affordable housing units together with the renovation of existing housing units can significantly improve the livability of neighborhoods and provide decent living conditions. The Unified Government recognizes that the Housing Tax Credit Program, established in the Tax Reform Act of 1986, Section 42 (m), is an important tool to achieve these objectives. The Kansas Housing Resources Corporation’s (KHRC) state allocation plan requires a local review process prior to its consideration of housing tax credit proposals. The KHRC will not consider an application for housing tax credits “without a resolution from the local governing body stating that it is aware of and approves the housing development”. In addition, the KHRC evaluates proposals based on specific selection criteria, in accordance with Section 42 (m) requirements. To complement the State review process, the Unified Government has established selection criteria which are appropriate to local conditions and priorities.

To ensure a fair and accurate review, the following will take place:

- Prior to submitting the UG Section 42 City Tax Credit Application and Binders, a pre-application meeting will be held with the developer and the UG staff for all proposals for housing tax credits applications.

- The UG tax credit application and three (3) binders can be submitted anytime throughout the year for a Resolution of Support or a Bond Inducement Resolution after the pre-application meeting. The Local Review Committee will meet within three (3) weeks after receiving the application and binders to review and score the application. However, it is the UG’s Commissioners intention to consider all applications no later than forty-five (45) days prior to the State acceptance of applications. Prior to the forty-five (45) days the Local Review must have taken place thirty (30) days prior. If an application is submitted past the UG’s set time line, that application will be considered for the next State deadline date.

- All three (3) binders must include the Application and the Local Review Criteria for Review of Housing Tax Credit Proposals. After each criteria point insert your answer and/or after each criteria point you must direct the reviewer to the part of the binder.
containing the appropriate information (page number, tabbed section, etc.). If no information pertains to a particular criteria point it may be left blank

- Each application will be evaluated on the basis of a point ranking system; determines if the proposal merits local support

- Each applicant must meet a minimum of 50 points in order to forward the application onto the Economic Development & Finance Standing Committee

1. **Pre-Requisite Requirements (No Points)**
   
a. Pre application meeting – Developers must meet with the Economic Development and Planning & Zoning staff prior to turning the application in for review.

b. Ownership is Clear- The developer must provide evidence of recorded title of the real estate to be developed or a contract indicating that the property will be acquired pending the approval of the tax credit application.

c. Feasible Market Analysis- Submission of a feasibility study that supports the ability of the development to attract market rate tenants for any market rate units; and low income tenants for the tax credit units. (This analysis is not required for developments of 12 units or less.)

d. Financing in Place- Evidence of permanent financing and permanent loan closing documents (15 year minimum for properties of 10 units or more), as required by the KHRC.

e. Compliance with Land Use and Zoning Requirements. The Director of the Department of Urban Planning and Land Use must certify that the proposed site is in compliance with the designated zoning and land use of the site. The Unified Government Board of Commissioners will not take action on a tax credit application until zoning is in place or approved subject to stipulations.

f. Compliance with Long-Range Master Plan - The Planning Commission must certify that the proposed site is in compliance with the approved Long Range Master Plan for this area. Master-plan compliance is required prior to the project start date; however, it is not required to advance the review to Commission.

The Unified Government Board of Commissioners may take action noting the applicant may receive approval but contingent on the conformance with the Master-plan.

g. Acceptable Environmental and Site Impacts- The Directors of Public Works and or the Department of Urban Planning and Land Use must certify that that the proposed development will not have any significant adverse environmental or site impacts or that appropriate mitigation will occur. Considerations include: areas subject to flooding; close proximity to pollution generators; and sites with steep slopes or unsuitable for development.
h. Qualified Development and Management Team- The applicant must have previously developed and operated similar projects, or indicate how the ability and experience necessary to complete and operate the proposed project will be attained.

i. Adequate Storm Shelter Requirements- In addition to complying with local building codes, the plans for the development of new units must include a storm shelter or a protected area in the event of a severe storm. The Director of Emergency Management and or the Director of Planning and Urban Development of the Unified Government will review proposed plans to insure this protection is provided.

2. Property Location  (25 Points Available)

a. Neighborhood Revitalization Area (3 Points)

A proposed project located in the Unified Government’s recognized Neighborhood Revitalization Area (NRA) will receive three points. The points will also be awarded to any property located within the NRA boundaries, but situated in a Tax Increment Financing district. (The NRA is recognized as a targeted development area within the community; however it should be noted that tax credit developments are not eligible for the tax abatement incentives received for development in an NRA unless noted within the approved NRA Plan. Figure C-1 indicates the boundaries of the existing NRA and TIF and locations.)

![Figure C-1](image)

b. Conformance with Consolidated Plan Objectives (3 Points)

The current Unified Government Consolidated Plan mentions low income housing tax credits, as an option for constructing or rehabbing affordable rental
housing. This document must be signed by the Director of Community Development and is available in the Economic Development department.

c. Need for Affordable Housing in Area (2 Points)

The recent Housing Tax Credit Policy Review (September 2004), conducted by the Unified Government Research Division, indicated that two areas of the city have fewer affordable unit available than other areas of the city. If the development is located in either Turner/Muncie (area #4) or Piper/I-435 (area #5) two points are awarded. (Figure C-2 below indicates the boundaries of these areas.)

d. Infill Site (2 Points)

Infill sites east of I-635 receive two points. An infill site located in areas 3 and 4 (Figure C-2) will receive one point. An infill site in areas 3 and 4 will receive an additional point, if the Economic Development staff determines that the property has not been used for agricultural purposes in the most recent 24 month period. Fallow ground is considered to be agriculture.

e. Area Part of a Revitalization Plan or Designated Redevelopment Area (2 Points)

The Unified Government Economic Development staff will verify with the Community Development Director and the Director of the Land Use and Planning Department to determine if the proposed site is situated in one of these areas. If so, two points are awarded. These areas may include: special planning areas, Tax Increment Financing Districts (TIF) areas, CDBG targeted neighborhood or development areas, or other designated area.
f. Qualified Census Tract (1 Point)

A proposed development located in a qualified census tract, in accordance to
HUD regulations receives one point. A qualified census tract has either a poverty
rate greater than 25% or over 50% of the households have incomes below 60% of
the KC area median household income. (Figure C-3 displays qualified census
tracts.)

g. CDBG Low-Mod Census Tract (1 Point)

A proposed development located in a “low-mod census tract”, in accordance to
HUD regulations receives one point. The low-mod census tracts include the
“qualified census tracts” and other census tracts with over 50% of the households
having a median household income below 80% of the KC area median
household income. (Figure C-3 displays the low-mod and qualified census
tracts.)

h. Availability of Nearby Services (Up to 6 Points)

1. Neighborhood Retail (1 Point)

One point is received if “neighborhood retail” services are currently
available within one mile of the development. Neighborhood retail
includes centers or shopping areas that offer convenience goods such as
food/groceries, drugs, and personal services.

2. Park/Trails (1 Point)

One point is given if the proposed site is within one mile of an existing
neighborhood or community park, recreational facility, or trail system.

3. Transit (1 Point)

One point is awarded if the proposed site is within a ½ mile of an existing
transit line.

4. Medical Facilities/Offices (1 Point)

One point is received if the proposed development is located within two
miles of an existing medical office, clinic, or hospital facility. The medical
facility should offer primary medical care service, as opposed to specialty
care.

5. Employment Centers (2 Points)

Two points are given, if the proposed site is within one mile of a
significant employment center, while one point is received if the
development site is located within three miles of such a center. An
employment center may include: a commercial business or retail district;
or an industrial or warehouse/distribution district. Example of such districts include: the Fairfax, Armourdale, and Santa Fe industrial districts; the 78th Street business corridor; downtown; Village West; and the KU Medical Center area.

6. School District Impact (No points)

The impacted school district may be notified for comment.

3. Housing Needs Characteristics  (20 Points Available)

a. Rehabilitation of Existing Affordable Housing (6 Points)

Six points are awarded if the proposed development meets KHRC’s definition of substantial rehabilitation. “Total rehabilitation expenditures must be the greater of an average of at least $4,000 of qualified basis per low-income unit in each building or ten percent of the unadjusted basis.” (KHRC – Overview of Housing Tax Credits 2004)

b. Prevents Conversion to Market-Rate or Preserves Affordable Units (2 Points)

The acquisition of a property that may be subject to foreclosure or default or faced with an expiring rental assistance program would receive two points. In this instance, affordable units are retained. Rehabilitation is not required to earn these points.

c. Preserves Historically Significant Structures (3 Points)

Historically significant structures include those buildings placed on the National Historic Registrar or eligible for designation as determined by the Kansas City, Kansas Landmarks Commission. Three points are given for this designation.

d. Removes Blighted Structures or Funds a Unified Government Demolition or Rehabilitation Program (4 Points)

A development plan that includes the demolition of all blighted structures at its proposed development site will receive the four points for this category. If the development plan removes blighted structures by means of rehabilitation, it also would receive the four points. Blighted structures may include vacant or abandoned structures, or buildings that have been cited for code violations. The Economic Development Staff and the Neighborhood Resource Center Director will make this determination.

If an applicant does not have blighted buildings at its proposed development site, the applicant may fund a Unified Government program dedicated for demolition or rehabilitation of housing structures to receive from one to four points. The table below indicates the required level of funding for various development costs.
e. Minimal Impact to Existing Rental Market (2 Points)

This category awards points if the existing rental market, in an area, is less impacted by the proposed development. Two areas of the City have significantly fewer rental units and therefore are less impacted by a new rental development. If the development is located in either the Turner or Morris neighborhoods of area #4 or Piper/I-435 (area #5) two points are awarded. If the development is located in the Muncie-Stony Pt neighborhood of area #4, one point is given. If the proposed development is located in any of the other areas of the City, areas 1, 2, or 3 no additional points are given. (Again, refer to Figure C-2.)

f. Promotes New Construction (3 Points)

If the proposal is for either new construction of affordable rental units or the conversion to rental units from an alternative use, then three points are awarded. An example of conversion might be constructing residential lofts in a building that had been previously used for non-residential purposes.

4. Resident/Tenant Needs Characteristics (25 Points Available)

a. Promotes a Mixed-Income Community (10 Points)

Senior or assisted-living developments do not have a minimum requirement for market-rate units, and will receive at minimum four points. If the market-rate percentage is above 40%, then five or more points may be given, based on the table below.

All family developments must have a minimum of 25% market-rate units unless the family developments are in a qualified census tract which has either a poverty rate greater than 25% or 50% of the households have incomes below 60% of the KC area median household income. (Figure C-3 page 9)

If a family development is not in a qualified census track having either a poverty rate greater than 25% or 50% of the households have incomes below 60% of the KC area median household income. (Figure C-3 page 9) it could receive between two to ten points for this category.

<table>
<thead>
<tr>
<th>Amount of Investment</th>
<th>Funding Per Point</th>
<th>4 Point Funding Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $4,000,000</td>
<td>$15,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>$4,000,000 to $7,999,999</td>
<td>$20,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>$8,000,000 to $11,999,999</td>
<td>$25,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>More than $12,000,000</td>
<td>$30,000</td>
<td>$120,000</td>
</tr>
</tbody>
</table>
Points in this category are awarded as follows, for family developments.

<table>
<thead>
<tr>
<th>Market Rate Units Percentage</th>
<th>Points Received</th>
<th>Market Rate Units Percentage</th>
<th>Points Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>25-29%</td>
<td>2</td>
<td>50-54%</td>
<td>7</td>
</tr>
<tr>
<td>30-34%</td>
<td>3</td>
<td>55-59%</td>
<td>8</td>
</tr>
<tr>
<td>35-39%</td>
<td>4</td>
<td>60-64%</td>
<td>9</td>
</tr>
<tr>
<td>40-44%</td>
<td>5</td>
<td>65% or More</td>
<td>10</td>
</tr>
<tr>
<td>45-49%</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. Development Provides Affordable Housing for Low Income (4 Points)

Developments with 20% of units reserved for households, with income below 50% of area median, receive four points. Developments with 40% of units reserved for households, with income below 60% of area median, receive three points. Any proposal for tax credits is required to meet one of these two conditions.

c. Owner-Occupied Component (3 Points)

Three points are awarded if development proposal includes a viable option for the tenant to purchase the unit at the conclusion of the 15-year compliance period.

d. Units for Larger Families (2 Points)

Proposals that include a minimum of 25% 3 bedroom units in their proposal receive one point in this category. Two points are awarded if 35% of the tax credit units in the proposal are 3 bedrooms.

e. Minimal Adverse Impact Upon Public-Assisted Housing (2 Points)

The Local Review Committee members will make this determination. The location in the community of other tax credit developments, public housing sites, and HUD listed section 8 properties will be considered in evaluating the impact of the proposed development. Two points are given if the proposed development is expected to have only minimal impact upon existing properties. If the development is located near existing developments (1-2 miles) and is expected to be in direct competition for rental units, then no points are awarded.

f. Set-Aside Units for Persons w/Special Needs or Transitional Housing (2 Points)

This category is for proposals that include units with special features. Examples include: supportive housing for disabled; transitional housing for homeless; and assisted living housing. Proposals that include a minimum of 5% special-need
tax-credit units in their proposal receive one point. Two points are awarded if 10% of the tax credit units in the proposal meet this condition.

g. Provide Residential Support Services (2 Points)

Residential support services may include: transportation van services; assisted-living; information and referral; and a resident association. One point is given for each support service provided, up to two points.

5. Financing Characteristics  (20 Points Available)

a. Future Maintenance and Reserve Escrow Plan (3 Points)

A proposal clearly indicating a future maintenance and reserve plan, as part of its operating plan, will be given three points for this category. At minimum, 5% of operating revenues should be set-aside as a future reserve to receive these points.

b. Additional Rehabilitation Expense (2 Points)

The KHRC requires an “average minimum of $4,000 per unit of qualified basis” to be eligible for tax credits on a rehabilitation developments. Two additional points will be received, if average rehabilitation expense, exceed $10,000 per unit on a qualified basis.
c. Low Percentage of Soft Costs (2 Points)

Two points will be awarded for this category, if the combined developer and consultant fees are less than 10% of the total development cost.

d. Returns of Part of Income Stream to Community (2 Points)

A proposal that returns a percentage of income to either a non-profit housing organization or a Unified Government housing rehabilitation program is eligible for these points. One point is awarded for each percent of income, derived from the tax credit units, that is allocated to one of the organizations referred to above. Two is the maximum number of points that can be received for this category.

e. Strength of Applicant (2 Points)

If the applicant has extensive development experience for similar proposals, two points will be awarded. Market-rate and tax-credit apartment development and/or management will be considered as relevant experience. If the applicant’s experience is limited (1-2 similar developments), then one point will be given.

f. Applicant Not Fully-Funded in Prior Submission (1 Point)

One point is received, if the applicant received only partial tax credits in a previous submission for this proposal.

g. Leverages other Local or Federal Funding (1 Point)

A proposal that also leverages Federal funding, such as CDBG, HOME, or HOPE funds at the federal level or local government funding, through possibly a TIF or benefit district, the proposal will receive one point for this category.

h. Applicant is a Tax-Exempt Organization (1 Point)

A tax-exempt applicant conforming to the guidelines of 501 (c) (3) or (c) (4) of the Internal Revenue Service Code, and participating as the owner, developer, or manager will receive this one point.

i. Local, Minority and Women Involvement (2 Points Available)

The use of LBE/MBE/WBE Subcontractors or Supplier during the construction portion of the development will receive points. Either each of the individual percentages must be met or the combined goal must be achieved. The two credit tiers can be found below.

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>L = 15%</td>
<td>L = 20%</td>
</tr>
<tr>
<td>M=10%</td>
<td>M=15%</td>
</tr>
<tr>
<td>W= 5%</td>
<td>W=10%</td>
</tr>
</tbody>
</table>
6. Planning and Development Standards  

   (20 Points Available)

   a. Design Standards and Architecture and Construction Quality, (6 Points)

   Six points maximum can be earned in this category. Points will be given for each of the standards provided below.

   1. Two points for 100% brick/stone construction or one point for 50% brick/stone construction;
   2. One point for exceeding the landscaping ordinance by 35%;
   3. One point if all units have balconies/patios;
   4. Three points if 60% of the units have garages or two points if 30% of the units have garages; or one point if no garages and 60% of the units have carports;
   5. One point for neo-traditional design;
   6. One point if plans for buildings include significant building articulation. Roof lines should be articulated at the unit level and include gables and dormers. The facade articulation should be at the unit level for major articulation (greater than 24 inches) and at the room level for minor articulation (8-23 inches). Unit entry points should be covered and accent as a major architectural feature of the building.

   b. Development Amenities, Family-Unit Complex (6 Points)

   Six points maximum can be earned in this category. Points will be given for each of the amenities provided below.

   1. One point for swimming pool;
   2. One point for clubhouse with a meeting room, workout room and small kitchen;
   3. One point for a sports court (excluding sand volleyball);
   4. One point for at least 30 feet of trails per unit or a connection to a recognized city or regional trail network (excluding parking lot and unit access);
   5. One point for a play structure having at least one feature for every ten housing units, including: pair of swings, climbing wall, slide, slide pole, swing bridge, and monkey bars (If over 150 units in development, the play area should be divided into two areas for older and younger children, with replication of amenities discouraged.);
   6. One point for each two of the following provided (or two points if four of the following provided etc.);
   i. Sand volleyball pit;
   ii. Barbecue grills and shelter (minimum size 10 by 15 feet);
   iii. Wet basin with fish (1/2 acre surface minimum);
   iv. In unit washer/dryer;
   v. Hot tub/sauna (one large hot tub per 100 units);
   vi. In unit fireplace;
   vii. Large patio with seating area (ten sq. feet per unit – one seat for every four units).
c. Development Amenities, Senior or Assisted-Living Complex (6 Points)

Six points maximum can be earned in this category. Points will be given for each of the amenities provided in 6(b) above, plus:

1. One point for each two of the following provided (or two points if four of the following provided);
   i. Beauty shop;
   ii. Rose garden;
   iii. Community garden;
   iv. Permanent card tables (one seat for every two units);
2. Four points for 24-hour nursing or two points for 8-12 hour nursing;
3. One point for an Alzheimer’s ward;
4. One point for rehabilitation services, with either a physical therapist on staff or a room dedicated to physical therapy with suitable therapy equipment.

d. Neighborhood Organization Support (5 Points)

It is required that the developer outline contacts with neighborhood and business associations scheduled for each phase of the development. If the developer receives support of both nearby neighborhood organizations and business associations, five points will be awarded for this category. The “support” may be in the form of written statement or public testimony at a Unified Government planning or standing committee meeting. Two to three points may be awarded if the proposal receives a mixed level of support from various local organizations.

e. Attached or Detached Single-Family Development (3 Points)

A single-family development with either attached or detached units, with on-site property management, is viewed positively. Three points are received, if the proposal is entirely this type of development with on-site management. Two points are given, if 50% of the units are single-family attached or detached with on-site management. One point is awarded if 50% or more of the units are single-family attached or detached, but on-site management is not part of the development plan.
### Tax Credit Review

**Applicant:**

<table>
<thead>
<tr>
<th>1. Requirements</th>
<th>Requirement</th>
<th>Required</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Pre-application meeting completed</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>b. Ownership clear</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>c. Feasible market analysis</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>d. Financing in place</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>e. Zoning and land use compliance</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>f. Compliance with the Long-Range Master-Plan</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>g. Acceptable Environmental and Site Impacts</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>h. Qualified Development and Management Team</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>i. Adequate Storm Shelter Requirements</td>
<td>Required</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

*Master-plan compliance - Master-plan compliance is required prior to the project start date; however, it is not required to advance the review to Commission.*

<table>
<thead>
<tr>
<th>Is the developer in compliance with the Master-plan</th>
<th>Yes</th>
<th>No</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Comment:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Max Pts.</th>
<th>Application</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2. Property Location</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. NRA area</td>
<td>3</td>
</tr>
<tr>
<td>b. Conforms w/consolidated plan</td>
<td>3</td>
</tr>
<tr>
<td>c. Need for housing in area</td>
<td>2</td>
</tr>
<tr>
<td>d. Infill site</td>
<td>1 to 2</td>
</tr>
<tr>
<td>e. Area part of designated development or planned area</td>
<td>2</td>
</tr>
<tr>
<td>f. Qualified census tract</td>
<td>1</td>
</tr>
<tr>
<td>g. CDBG low-mod census tract</td>
<td>1</td>
</tr>
<tr>
<td>h1. Neighborhood retail (w/in one mile)</td>
<td>1</td>
</tr>
<tr>
<td>h2. Parks/trails (w/in one mile)</td>
<td>1</td>
</tr>
<tr>
<td>h3. Transit (w/in 1/2 mile)</td>
<td>1</td>
</tr>
<tr>
<td>h4. Medical facilities (w/in 2 miles)</td>
<td>1</td>
</tr>
<tr>
<td>h5. Employment centers (w/in 1 to 3 miles)</td>
<td>1 to 2</td>
</tr>
<tr>
<td>h6. School impact</td>
<td>0</td>
</tr>
<tr>
<td>Comment:</td>
<td></td>
</tr>
<tr>
<td>Max Pts.</td>
<td>Application</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Housing Needs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Rehabilitation of existing housing</td>
<td>6</td>
</tr>
<tr>
<td>b. Prevents conversion to market rate or preserves</td>
<td>2</td>
</tr>
<tr>
<td>c. Preserves historic structures</td>
<td>3</td>
</tr>
<tr>
<td>d. Removes blighted structures</td>
<td>1 to 4</td>
</tr>
<tr>
<td>e. Minimal impact to existing market</td>
<td>1 to 2</td>
</tr>
<tr>
<td>f. New construction or conversion</td>
<td>3</td>
</tr>
<tr>
<td>Comment:</td>
<td></td>
</tr>
<tr>
<td>Max Pts.</td>
<td>Application</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Resident/Tenant Needs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Promotes a mixed income community</td>
<td>2 to 10</td>
</tr>
</tbody>
</table>
### Tax Credit Review

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Provides affordable housing for low-income</td>
<td>3 to 4</td>
</tr>
<tr>
<td>c. Owner-occupied component</td>
<td>3</td>
</tr>
<tr>
<td>d. Units for large families</td>
<td>1 to 2</td>
</tr>
<tr>
<td>e. Minimal impact upon public housing</td>
<td>2</td>
</tr>
<tr>
<td>f. Set-aside for special needs units or transitional units</td>
<td>1 to 2</td>
</tr>
<tr>
<td>g. Residential support services</td>
<td>1 to 2</td>
</tr>
<tr>
<td><strong>Comment:</strong></td>
<td>____ points</td>
</tr>
</tbody>
</table>

### 5. Financing Characteristics

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Future maintenance and escrow plan</td>
<td>3</td>
</tr>
<tr>
<td>b. Additional rehabilitation expense</td>
<td>2</td>
</tr>
<tr>
<td>c. Low percentage of soft costs</td>
<td>2</td>
</tr>
<tr>
<td>d. Return part of income stream to community</td>
<td>1 to 2</td>
</tr>
<tr>
<td>e. Strength of applicant</td>
<td>1 to 2</td>
</tr>
<tr>
<td>f. Applicant not fully funded previously</td>
<td>1</td>
</tr>
<tr>
<td>g. Leverages other local or federal funding</td>
<td>1</td>
</tr>
<tr>
<td>h. Applicant is tax exempt</td>
<td>1</td>
</tr>
<tr>
<td>i. Local, Minority and Women involvement</td>
<td></td>
</tr>
<tr>
<td>1) LBE/MBE/WBE Subcontractors or Suppliers</td>
<td></td>
</tr>
<tr>
<td>Tier 1</td>
<td>1</td>
</tr>
<tr>
<td>2) LBE/MBE/WBE Subcontractors or Suppliers</td>
<td></td>
</tr>
<tr>
<td>Tier 2</td>
<td>2</td>
</tr>
<tr>
<td><strong>Comment:</strong></td>
<td>____ points</td>
</tr>
</tbody>
</table>

### 6. Planning and Development Standards

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Design standards</td>
<td></td>
</tr>
<tr>
<td>a1. Brick/stone construction (50% to 100%)</td>
<td>1 to 2</td>
</tr>
<tr>
<td>a2. Landscaping exceeded by 35%</td>
<td>1</td>
</tr>
<tr>
<td>a3. Balconies/patios in units</td>
<td>1</td>
</tr>
<tr>
<td>a4. Carports or garages</td>
<td>1 to 3</td>
</tr>
<tr>
<td>a5. Neo-traditional design</td>
<td>1</td>
</tr>
<tr>
<td>a6. Building articulation</td>
<td>1</td>
</tr>
<tr>
<td><strong>Comment:</strong></td>
<td>____ points</td>
</tr>
</tbody>
</table>

### Development Amenities (Families)

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>b1. Swimming pool</td>
<td>1</td>
</tr>
<tr>
<td>b2. Clubhouse/meeting rm./workout area &amp; kitchen</td>
<td>1</td>
</tr>
<tr>
<td>b3. Sports court</td>
<td>1</td>
</tr>
<tr>
<td>b4. Trails (30/unit) or connect to system</td>
<td>1</td>
</tr>
<tr>
<td>b5. Play structure w/specific features</td>
<td>1</td>
</tr>
<tr>
<td>b6. Other amenities - Sand vball, grills and shelters, fishing</td>
<td></td>
</tr>
<tr>
<td>basin, in unit washer/dryer, hot tub per 100 units, in-unit</td>
<td></td>
</tr>
<tr>
<td>fireplace, large patio w/seating area</td>
<td>1 to 2</td>
</tr>
<tr>
<td><strong>Comment:</strong></td>
<td>____ points</td>
</tr>
<tr>
<td>Tax Credit Review</td>
<td>Max Pts.</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>c. Development Amenities <em>(Senior or Assisted living)</em></td>
<td></td>
</tr>
<tr>
<td>c1. Other amenities - beauty shop, rose garden,</td>
<td>1 to 2</td>
</tr>
<tr>
<td>community garden, card tables</td>
<td></td>
</tr>
<tr>
<td>c2. On-site nursing</td>
<td>2 to 4</td>
</tr>
<tr>
<td>c3. Alzheimer's ward</td>
<td>1</td>
</tr>
<tr>
<td>c4. Rehab. services</td>
<td>1</td>
</tr>
<tr>
<td>Comment:</td>
<td></td>
</tr>
<tr>
<td>d. Neighborhood Organization Support</td>
<td>2 to 5</td>
</tr>
<tr>
<td>Comment:</td>
<td></td>
</tr>
<tr>
<td>e. Attached or Detached Single-Family Development</td>
<td>1 to 3</td>
</tr>
<tr>
<td>Comment:</td>
<td></td>
</tr>
<tr>
<td>Total Points</td>
<td></td>
</tr>
</tbody>
</table>