III. COMMITTEE AGENDA

ADDITIONAL INFORMATION

ITEM NO. 2 – 150065....RESOLUTION: SALE OF UG PROPERTY AT 1207 & 1217 N. 5TH ST.

Synopsis: Submission of the Real Estate Purchase Agreement between the UG and GDC Financial Group, LLC, for the sale of UG owned property at 1207 and 1217 North 5th Street.

(The agreement was sent out with hard copies of the agenda; however, it was omitted from the electronic agenda.)

NEW ITEM

ITEM NO. 4 – 150045....DISCUSSION: ON GOAL SOCCER AGREEMENTS

Synopsis: Review, discuss and forward a development agreement for the US Soccer National Training Center and a First Amendment to Multi-Sport Stadium Specific Venture Agreement.

Information forthcoming.
REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”), made and entered into as of the Effective Date (as defined in Section 9) by and between GDC Financial Group, L.L.C., a Kansas limited liability company (“Buyer”), and Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation (“Seller”).

WITNESSETH:

WHEREAS, Seller is the legal owner of that certain real estate, commonly known as 1207 and 1217 North 5th Street, Kansas City, Wyandotte County, Kansas 66101, identified as Parcel 251701, legally described on Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the “Property”);

WHEREAS, Buyer currently leases the Property pursuant to the certain Amended Lease and Redevelopment Agreement entered into on August 28, 1996, assigned to Buyer through that certain Assignment and Assumption of Leasehold Estate entered into on October 15, 1997, by and between Buyer and Seller (the “Lease”); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties hereto, hereby agree as follows:

Section 1 - Property

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms, conditions and provisions hereinafter set forth, (i) the Property, together with all improvements thereon and all appurtenances, rights, permits, privileges, licenses, easements and rights of way incident thereto, and (ii) to the extent assignable, all right, title and interest of Seller in any plans, building permits, surveys and certificates of occupancy relating to the Property, and all licenses, permits and warranties relating to the ownership, occupancy and operation thereof (the “Personalty”). Consideration for all of the above items shall be included as the Purchase Price.

Section 2 - Purchase Price

The purchase price for the Property shall be Twenty Seven Thousand Thirty and No/100 Dollars ($27,030.00) (the “Purchase Price”) and shall be paid in full on the Closing Date. The parties agree that payment of the Purchase Price plus Seller’s expenses with regard to payment of the Estimated Improvements Cost (as defined in Section 10) are adequate consideration for the purchase of the Property.
Section 3 - Buyer’s Right to Inspect the Property

(a) To the extent such documents are not already in the possession of Buyer, within twenty (20) days of the Effective Date, Seller shall deliver to Buyer copies of any and all agreements, contracts, plans, building permits, surveys, certificates of occupancy, licenses, and permits relating to the ownership, occupancy and operation of the Property, to the extent Seller is a party thereto and Seller is in possession or control thereof.

(b) Buyer and its authorized representatives shall have the right, during the period prior to the Closing Date, to enter upon the Property to make test borings, drainage tests, surveys, engineering and architectural studies, to perform site inspections of any improvements including structural, HVAC, roof, electrical, plumbing, mechanical, and parking plan, and for other purposes commensurate with ascertaining the suitability of the Property for Buyer’s purposes. Such test and studies may be invasive, and Buyer agrees to return the Property to its previous condition should this transaction fail to close.

(c) Buyer acknowledges that Buyer is responsible for all due diligence in connection with the Property, that on the Closing Date Buyer shall accept the Property in its current “as is” condition, and the Seller shall have no liability to Buyer for any matters discovered or which could have been discovered by Buyer in performing its due diligence.

(d) Seller hereby advises Buyer that Seller has not received any notice or communication of any possible violation of any environmental law with respect to the Property, and Seller neither knows of nor suspects any such violation. Seller further agrees to provide to Buyer any environmental surveys or related documents in their possession or to which they have access, within twenty (20) days of the Effective Date of this Agreement. The parties acknowledge that Buyer is in possession of the Property and has direct knowledge of its condition.

(e) If at any time prior to the Closing Date, Buyer has determined in its sole discretion that the condition of the Property is unacceptable, Buyer may cancel this Agreement by a written notice to Seller and neither party shall have further rights or obligations to the other.

Section 4 - Closing Date

The Closing Date shall be no later than one hundred twenty (120) days after the Effective Date of this Agreement unless extended by mutual agreement of the parties.

Section 5 - Title to Property

(a) At Buyer’s option and cost, Buyer may order an ALTA form title commitment from Escrow Agent (the “Title Commitment”), and may arrange to have an existing survey updated or a new survey prepared (the “Survey”). At any time prior to the Closing Date, Buyer may provide written objections to Seller regarding matters shown on the Title Commitment or the Survey.
Within twenty (20) days of such written objections, Seller shall respond in writing as to whether such objections will be cured by the Closing Date. If Seller does not cure the objections or commit to do so by Closing, Buyer may either waive the objections not cured and proceed to Closing or Buyer may cancel this Agreement within three (3) days of Seller’s written response by a written notice to Seller and neither party shall have further rights or obligations to the other. Any title encumbrances or exceptions which are set forth in the Title Commitment and the Survey, and to which Buyer does not object or waives any objection shall be deemed to be permitted exceptions to the status of Seller’s title (the “Permitted Exceptions”).

(b) Seller shall convey the Property to Buyer by quitclaim deed (the “Deed”) and subject to the Permitted Exceptions and the Reversionary Interest (as set forth in Section 10).

Section 6 - Taxes and Assessments

To the extent applicable, Buyer shall be responsible for all real estate taxes and assessments, both general and special, prior to and after the Closing Date.

Section 7 - Escrow Agent and Escrow Instructions

A copy of this Agreement shall be deposited by Seller into escrow with First American Title Insurance Company, 7200 College Blvd., Overland Park, Kansas 66210, (the “Escrow Agent”) within seven (7) days of the Effective Date. All other funds and documents required hereunder shall be deposited with the Escrow Agent on or before the Closing Date. A copy of this Agreement shall serve as escrow instructions, subject to receipt by Escrow Agent of further written instructions by either party.

Section 8 - Closing and Escrow Charges; Closing Documents

(a) At such time as the Escrow Agent (i) has in its possession all funds representing the balance of the Purchase Price due hereunder, (ii) has in its possession all documents required hereunder, including all documents necessary to satisfy and discharge delinquent taxes, judgments, mortgages, liens and assessments against the Property, (iii) is committed to issuing an ALTA owner’s title insurance policy insuring fee simple title in Buyer subject only to the Permitted Exceptions (the “Owner’s Policy”), and (iv) has received written authorization from Buyer and Seller, or their respective authorized parties, it shall file the Deed for record transferring title to Buyer and shall issue the Owner’s Policy to the Buyer as hereinabove provided. The Escrow Agent shall deliver to Buyer the recorded Deed and the Owner’s Policy.

(b) Each party shall bear its own legal costs and expenses. All other costs of Closing shall be borne by Buyer, including but not limited to, (i) real estate taxes due but not delinquent; (ii) closing costs and escrow fees; (iii) the cost of recording the Deed; (iv) the cost of the Owner’s Policy; (v) the cost of any Survey; and (vi) any costs of the title examination and Title Commitment.
At Closing, in addition to the Deed, Seller shall deliver (i) a seller’s affidavit in the form required by the Title Company, (ii) a bill of sale conveying any Personalty to Buyer, (iii) an affidavit confirming that Seller is neither a “foreign person” nor a “foreign corporation” (as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended), (iv) a termination of the Lease, in recordable form, (v) a closing statement, reflecting the adjustments contemplated hereunder, and (vi) all such other documents and instruments as may reasonably be required by Buyer and/or Escrow Agent to close the sale in accordance with this Agreement. At Closing, Buyer shall deliver (i) a termination of the Lease, in recordable form, (ii) a closing statement, reflecting the adjustments contemplated hereunder, and (iii) all such other documents and instruments as may reasonably be required by Seller and/or Escrow Agent to close the sale in accordance with this Agreement.

**Section 9 – Effective Date**

The Effective Date of this Agreement shall be the date this Agreement is executed by Seller.

**Section 10 – Redevelopment**

(a) Buyer and Seller acknowledge and agree that the timely redevelopment of the Property is of utmost concern and importance, and is in the best interests of the parties and the health, safety, and welfare of Seller’s residents.

(b) Buyer agrees to make certain improvements (the “Improvements”) on the Property, which are estimated to cost Buyer approximately Four Hundred Seventy-Five Thousand and No/100 Dollars ($475,000.00) (the “Estimated Improvements Cost”). The Improvements shall be developed, constructed, completed, and operated on the site in substantial accordance and compliance with the terms and conditions of this Agreement. On and subject to the terms and provisions set forth in this Agreement, Buyer shall have the sole right to, and shall be responsible for, the scope, design, construction, equipment and completion of the Improvements, and any modifications thereof, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Agreement and all other applicable local, state and federal ordinances, laws and regulations (the “Applicable Laws and Requirements”). The parties agree that the Improvements shall include the following:

(i) Repair and replacement of the roof of the structure located on the Property (the “Washington Building”).

(ii) Installing new and upgraded landscaping around the Property in accordance with Applicable Laws and Requirements.

(iii) Construction of a new asphalt parking lot on the Property in accordance with all Applicable Laws and Requirements.
(iv) Evaluation of the structural integrity of the retaining wall currently located on the Property by Buyer’s engineer, and repair or replacement in accordance with recommendations made by Buyer’s engineer.

(v) Demolition of certain interior portions of the Washington Building.

(vi) The Improvements may be expanded beyond the scope of the terms in this Agreement from time to time in the discretion of Buyer and in accordance with all Applicable Laws and Requirements.

(c) Buyer agrees to achieve “Substantial Completion” of the Improvements, which is defined as the date on which Buyer’s architect certifies completion of the Improvements, within twelve (12) months of the Closing Date (the “Deadline”). The Deadline shall be extended in the event of Force Majeure (as defined below), or by mutual agreement of Buyer and Seller. Once Buyer’s architect certifies completion of the Improvements, Buyer shall be deemed to have satisfied all of its obligations to Seller with respect to the Improvements.

(d) In the event Buyer fails to substantially complete the Improvements by the Deadline, the Property shall be subject to a reversionary interest (the “Reversionary Interest”), exercisable at Seller’s Option. In such event, Seller shall give to Buyer a written notice regarding incompletion and the specific failure(s) of Buyer (the “Notice”). If Buyer fails to remedy the same and achieve Substantial Completion within ninety (90) days of the Notice, then Seller shall have the right, in its sole discretion, to exercise its Reversionary Interest in the Property. In the event Seller has the right to exercise its Reversionary Interest pursuant to this Section, then: (i) Buyer shall have the right to remove from the Property, its trade fixtures and trade dress, provided that any such trade fixtures which have not been removed within thirty (30) days of Seller’s exercise of its Reversionary Interest shall be deemed abandoned and the property of Seller thereafter; and (ii) Seller may thereafter use, operate, demolish or otherwise dispose of the improvements as it may desire from time to time in its sole and absolute discretion. The Reversionary Interest shall be included in the Deed or otherwise recorded in the Official Records of Wyandotte County, Kansas.

(e) As soon as practicable after Substantial Completion, Seller shall cause documentation to be recorded in the Official Records of Wyandotte County, Kansas confirming that Substantial Completion has been achieved and the Reversionary Interest is terminated and of no further force and effect.

(f) In addition to the above Improvements, Buyer agrees to remodel the interior of the Washington Building into a condition that meets the commercial design guidelines for a quality commercial development space at such time that Buyer identifies a tenant or tenants to occupy the Washington Building (the “Tenant Improvements”). Buyer’s failure to do so by the Deadline shall not give right to Seller to exercise the Reversionary Interest. Any cost incurred by Buyer to make the Tenant Improvements shall be included in the Estimated Improvements Cost as consideration for the purchase of the Property.
Section 11 - Notices

All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Room 323
Kansas City, Kansas 66101
Telephone: (916) 573-5010
Facsimile: (913) 573-5020

with a copy to:

George Brajkovic
Economic Development Director
701 N. 7th St.
Kansas City, KS 66101
Telephone: (913) 573-5749
Facsimile: (913) 573-5745

and to Developer at:

GDC Financial Group L.L.C.
c/o Dan Carr
4706 Broadway, Suite 240
Kansas City, MO 64112
Telephone: (816) 285-9553
Facsimile: (816) 285-9544

with a copy to:

Polsinelli PC
Attn: Daniel T. Murphy
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Telephone: (816) 374-0550
Facsimile: (816) 817-0241

All notices given by fax (if followed by United States mail within one (1) business day) or personal delivered shall be deemed duly given one (1) business day after they are so delivered. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner set forth above.
Section 12 – Casualty; Condemnation

(a) If prior to the Closing Date the Property or any part thereof is damaged or destroyed by fire or by any other cause, this Agreement shall become null and void at Buyer’s option, and upon delivery to Seller of written notice of an election by Buyer to treat this Agreement as null and void delivered by Buyer within ten (10) days of its knowledge of the casualty, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder. If Buyer elects to proceed and to consummate the purchase despite said damage or destruction, Seller will assign to Buyer its interest in and to any insurance policies and proceeds thereof payable as a result of such damage or destruction, less such portion thereof as shall first be reimbursed to Seller for the costs of any restoration work incurred by Seller prior to Closing.

(b) If prior to Closing, the Property or any part thereof is taken by eminent domain or a proceeding to take such Property is commenced, this Agreement shall be null and void at Buyer’s option, and upon delivery to Seller of written notice of an election by Buyer to treat this Agreement as null and void, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder. If Buyer elects to proceed and to consummate the purchase despite said taking, Seller will assign to Buyer all the Seller’s right, title and interest in and to any award made or to be made in the condemnation proceeding.

Section 13 – Default

If Seller defaults on or before Closing in performing any of Seller’s obligations under the terms of this Agreement for any reason other than Buyer’s default, Buyer shall be entitled as its exclusive remedy to terminate this Agreement. If Buyer defaults on or before Closing in performing any of Buyer’s obligations under the terms of this Agreement for any reason other than Seller’s default, Seller shall be entitled as its exclusive remedy to terminate this Agreement.

Section 14 - Miscellaneous

Assignment. Seller shall not assign its rights and interests hereunder. Buyer shall be permitted to assign its rights and interests under this Agreement to one or more affiliated entities, provided that Buyer provides written notice thereof to Seller.

Cash Basis Law. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that the Seller shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Seller reserves the right to unilaterally terminate this Agreement if the Agreement is deemed to violate the terms of such law. Seller is obligated only to make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Seller’s current budget year; or (b) funds made available from any lawfully operated revenue producing source.

Entire Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.
Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of Seller to make timely approvals with regard to the Improvements (if applicable), war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land.

Provisions Surviving Closing. The provisions of Sections 10, 11, 13 and 14 shall survive Closing.

Counterparts. This Agreement may be executed in counterparts, which together shall constitute the agreement of the Parties.

Authority. By executing this Agreement the signatory represents that they possess the required authority of their respective party.

[Signature page follows.]
IN WITNESS WHEREOF, the parties hereto have executed these presents as of the Effective Date.

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_______________________________
   Douglas G. Bach
   County Administrator

Date:_______________________________

GDC FINANCIAL GROUP, L.L.C.

By:_______________________________
Name:_____________________________
Title:_____________________________
Date:_____________________________
EXHIBIT A

Property Legal Description

Lot 2, Replat of Lot 6, Parcel 1B and Lot 7, Parcel 1A, Gateway, a Subdivision of land in Kansas City, Wyandotte County, Kansas.
Staff Request for Commission Action

Tracking No. 150045

Type: Standard
Committee: Economic Development and Finance Committee

Date of Standing Committee Action: 3/30/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 4/9/2015

Date: 2/25/2015
Contact Name: George Brajkovic
Contact Phone: x 5749
Contact Email: gbrajkovic@wycokck.org
Ref:
Department / Division: Economic Development

Item Description:
Staff has advanced in negotiations with On Goal, LLC for a Development Agreement for the US Soccer National Training Center (NTC), and a First Amendment to Multi-Sport Stadium Specific Venture Agreement (SVA). The NTC DA includes commitments to construct a $64M project, comprised of a 100k sqft NTC, up to 8 outdoor fields at NTC site, 1 futsal court at NTC site, and 8 outdoor Tournament Fields at the Tournament Fields site; the 8 Tournament Fields can be combined with 4 of the NTC outdoor fields for a 12 field venue. The SVA amends the previous commitment for three (3) Recreational Fields, to the construction, operation and programming of up to 16 Futsal Courts at 8 different locations.

**DOCUMENTS FORTHCOMING**

Action Requested:
Review, discuss, and advance to Full Commission for presentation and consideration.

Publication Required:

Budget Impact: (if applicable)

Amount: $
Source:

☑ Included In Budget
☐ Other (explain) Policy action by Commission. Project has significant fiscal impact.

File Attachment
Economic Development and Finance Committee
Standing Committee Meeting Agenda
Monday, March 30, 2015
5:30 PM

Location:
Municipal Office Building
701 N 7th Street
Kansas City, Kansas 66101
5th Floor Conference Room (Suite 515)

Name                                    Absent
Commissioner Brian McKiernan, Chair     
Commissioner Angela Markley              
Commissioner Gayle Townsend             
Commissioner Ann Brandau-Murguia        
Commissioner James Walters               
David Alvey - BPU                        

I .  Call to Order / Roll Call

II . Approval of standing committee minutes from February 2, 2015.

III . Committee Agenda

Item No. 1 - RESOLUTION: AMEND MASTER EQUIP. LEASE PURCHASE AGREEMENT

Synopsis:
A resolution amending the UG's master equipment lease purchase agreement dated October 17, 2013, with Banc of America Public Capital Corp. in connection with paying the costs of acquiring and installing certain equipment, submitted by Debbie Jonscher, Assistant Finance Director.

Tracking #: 150063
Item No. 2 - RESOLUTION: SALE OF UG PROPERTY AT 1207 & 1217 N. 5TH ST.

Synopsis:
A resolution authorizing the sale of UG owned property located at 1207 and 1217 N. 5th Street to GDC Financial Group, LLC, submitted by Charles Brockman, Economic Development. GDC owns the building improvements constructed on the property which they currently lease from the UG.
Tracking #: 150065

Item No. 3 - RESOLUTION: 82ND & TAUROMEE STORM SEWER ENHANCEMENT

Synopsis:
A resolution declaring the 82nd & Tauromee Storm Sewer Enhancement (CMIP 5044) to be a necessary and valid improvement project and authorizing a survey and description of land for said project, submitted by Sarah Fjell, Engineer.

In order to meet deadlines for this scheduled project, this resolution is being placed on the EDF agenda.
Tracking #: 150067

IV. Adjourn
The meeting of the Economic Development and Finance Standing Committee was held on Monday, February 2, 2015, at 6:00 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner McKiernan, Chairman; Commissioners Townsend, Maddox, Murguia, Walters and BPU Board Member David Alvey. The following officials were also in attendance: Doug Bach, County Administrator; Joe Connor, Interim Assistant County Administrator; Jody Boeding, Chief Legal Counsel; Ken Moore, Deputy Chief Counsel; Lew Levin, Chief Financial Officer; Reginald Lindsey, Budget Director; Matt May, Director Emergency Management; Debbie Jonscher; Deputy Chief Financial Officer; Bill Heatherman, County Engineer; George Brajkovic, Director, Economic Development; and Charles Brockman, Economic Development Department.

Chairman McKiernan called the meeting to order. Roll call was taken and members were present as shown above.

Approval of standing committee minutes from December 1, 2014. On motion of Commissioner Murguia, seconded by Commissioner Townsend, the minutes were approved. Motion carried unanimously.

Committee Agenda:

Item No. 1 – 970146…REPORT: QUARTERLY INVESTMENT & BUDGET REVISION


Lew Levin, Chief Financial Officer, said I’ll begin with the investment report. This report contains our year-end totals for the year. Our total investments as of 12/31 were approximately $190M. That reflects, again, approximately $95M in tax collections that were subsequently distributed the third week in January, the taxing jurisdictions. Our overall average rate of interest
as of 12/31 was 0.5%, again, reflecting the low interest rate environment. For the year, we earned a little under $580,000 in interest. I did look up last year’s figure for comparison, it was $751,000 so we’re still trying to—as you see in the listing of investments, we have the ability to go out four years but we have to remain flexible and liquid in at least the initial 12 months. We have laddered a series of investments out to four years.

The second part of the report is the Budget Revision Report. We generally have more budget revisions in the fourth quarter but I’ll let Reginald summarize those.

Reginald Lindsey, Budget Director, said during the fourth quarter we had 20 budget revisions that we did that were over $20,000. One of those budget revisions was over $50,000 and did require the Administrator’s signature and also the Mayor’s signature. All the budget revisions were done within the department; none of them were done from reserves.

Chairman McKiernan said thank you very much for this report. Thank you for your work.

Action: No action taken.

Item No. 2 – 150023…RESOLUTION: EMERGENCY COMMUNICATION SYSTEM USER FEES

Synopsis: A resolution directing user fee revenues paid by entities entering into agreements with the UG for the use of the UG’s Emergency Communication System be deposited into the County Equipment Reserve Fund, submitted by Lew Levin, Chief Financial Officer.

Action: Commissioner Murguia made a motion, seconded by Commissioner Townsend, to recommend approval.

Chairman McKiernan said I just ask, Mr. Levin, is there anything critical that you need to share above and beyond what was contained in the packet of materials. Lew Levin, Chief Financial Officer, said no. I did have Matt May with me, the Director of Emergency Management. I’m not certain if the Commissioners have met Matt. Chairman McKiernan said why don’t we make sure that we meet him.

February 2, 2015
Doug Bach, County Administrator, said I did introduce Matt, I think, last week at our special session when he was in the crowd during the MARC presentation of emergency management, but now he’s formally at the table for all of us. Matt, you’ve been with us how long now? Matt May, Emergency Management Director, said about 5 ½ months; coming upon my 6 month review. Mr. Bach said 5 ½ months so he’s starting to get it figured out. Does anyone have any questions for Matt?

Mr. Levin said I’ll give you a ten second wrap-up of this resolution. Essentially, we’ll receive user fee revenues from entities that enter into agreements with us on the radio system. That would not include Bonner Springs and Edwardsville but it might include KU Medical Center, the junior college or school districts. This resolution defines where we would place those monies for future reinvestment.

Chairman McKiernan said appreciate your work.

Roll call was taken and there were six “Ayes,” Alvey, Walters, Murguia, Maddox, Townsend, McKiernan.

Item No. 3 – 150021…ORDINANCE: REPEAL ORDINANCE & RESOLUTION REGARDING STATE AVENUE 240 IRBs

Synopsis: An ordinance authorizing the repeal of R-25-12 and O-61-12, submitted by George Brajkovic, Economic Development Director. State Avenue 240 LLC (Filio’s) was unable to obtain a lender for a multifamily complex at 122nd & State Avenue; therefore, the resolution of intent and the ordinance authorizing the issuance of IRBs are requested to be repealed.

Action: Commissioner Murguia made a motion, seconded by Commissioner Walters, to recommend approval of the ordinance. Roll call was taken and there were six “Ayes,” Alvey, Walters, Murguia, Maddox, Townsend, McKiernan.

February 2, 2015
Item No. 4 – 150020…2 RESOLUTIONS: INTENT TO ISSUE IRBs FOR SVVI, LLC

Synopsis: Two resolutions of intent to issue industrial revenue bonds for SVVI, LLC (Schlitterbahn Vacation Village), submitted by Marlon Goff, Economic Development.

- $57M for Master Resolution Project Area 2 (auto plaza)
- $140M for Master Resolution Project Areas 1, 3, 4 and 5

Action: Commissioner Murguia made a motion, seconded by Commissioner Townsend, to recommend approval of the resolution.

Chairman McKiernan said that brings us to Item No. 4 which is a resolution. Commissioner Walters asked could you give me a two-minute description of what this involves.

Marlon Goff, Economic Development, said a couple of highlights of two master resolutions both of which will outline the issuance of industrial revenue bonds associated with the amended vacation STAR district/Vacation Village district. I think the commission approved that amended district and project area plan last August. These resolutions will essentially outline the flow of revenue bonds. I would note that the finance and the revenue bonds do not contemplate abatement of the ad valorem taxes; essentially delivers the exemption certificate for the projects on their building materials and costs.

A couple of other notes, in order to qualify for that exemption, it calls out for a minimum investment of $5M for each of the project areas. That’s essentially, I would note, the highlights of these two resolutions. Chairman McKiernan said construction IRBs just on materials? Mr. Goff said right.

Roll call was taken and here were six “Ayes,” Alvey, Walters, Murguia, Maddox, Townsend, McKiernan.
Item No. 5 – 150022...DISCUSSION: LIHTC POLICY

Synopsis: Ongoing discussion of further revisions to the LIHTC (Low Income Housing Tax Credit) policy, submitted by Charles Brockman, Economic Development.

George Brajkovic, Director Economic Development, said LIHTC, we’ve been before this committee a few times on this very topic. Tonight, it’s a little more refined. Hopefully, more refined in your opinion as well; presentation. Kind of building off the discussions we’ve had the last few times.

February 2, 2015
In terms of the presentation we have tonight, I think looking at it in a couple of different levels. One is just looking at LIHTC and looking at the scoring matrix. I think some of the recent conversations we’ve had is are we, I guess by way of the policy, really concentrating poverty in certain parts of our community. Maybe the discussion is, is the whole county a concentration of poverty under LIHTC if we’re allowing projects to go everywhere. We want to look at the scoring matrix and maybe address that a little bit and then move into more raw data and some comparison analysis of how Wyandotte County compares to our neighboring counties and some other counties in the state of Kansas that really have a strong or a large urban core.

Then after the LIHTC raw numbers, Charles also has some information on the half and Section 8, even though he told me it’s not called Section 8 anymore, on the voucher program and again some more comparisons of what we look like compared to other communities. LIHTC, I think what it is and how we approve it here, I think everyone is pretty familiar with that.

Under the existing point matrix regarding locations, wanted to have a little bit of a distinction. Really there’s about seven criteria that come into play. The first three that we’ve identified as previous point allocation, they’re still kind of there in the same form and substance that they’ve always been. You’ve got census tracks. Are they part of a larger plan? Really, I’d like to focus on the four at the bottom which have had, I guess as line items, they’ve always kind of been associated with the policy but recently you folks have approved some adjustments to those. On
the existing rental market in the area, is there an impact to it? Again, all of these are reviewed by proximity, the proposal and proximity to existing product. Two to five points can be awarded. Same thing with proximity to any other publicly assisted housing, infill sites and then need for affordable housing in that area.

If you look at those four criteria by themselves, you can almost say that those really affect certain parts of our community more than others. In particular, where we don’t have publicly assisted housing; where we don’t have a lot of other multifamily in existence. When we look at our charts, generally speaking, that’s the Turner area and out west, either I-435 west or the Piper area. When you look at this, again, keep in mind the 80 point scoring matrix. With those first three, if you’re in a qualified census tract and you’re part of a redevelopment plan, you might be able to key into some of those other four components but really you’re looking at a score of somewhere between one to four points. With the other four at the bottom what we’ve geared towards let’s call it more of the west of 635, you can gear up a project that can score upwards of 12 to 14 points just based on location.

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<th>Last 10 LIHTC Projects</th>
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<tr>
<td>Below is a list of the last 10 projects that have been approved</td>
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<tr>
<td>West of I-435: 60%</td>
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<td>East of I-435: 40%</td>
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<tr>
<td>Armstrong Estates – 2015</td>
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<td>West Village Senior Living – 2015</td>
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<td>Buchanan’s Crossing – 2014</td>
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<td>Escalade Heights – House to Home – 2013</td>
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<td>Simmons Senior Housing – 2013</td>
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<td>Riverpark – House to Home – 2013</td>
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<td>St. Margaret’s Senior Housing – 2012</td>
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<td>Pemberton Senior Living – 2010</td>
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<td>Bethany – House to Home – 2009</td>
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<td>Villas at Ridge Point – 2009</td>
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What we wanted to do is just take a quick snapshot of the last 10 projects that were approved and where are they in the community. What we found actually was a little bit surprising that 60% of the projects that have been approved are actually west of 635 compared to the other four that were east of 635. Then when you look really at some of the more recent projects, I think it makes it an even stronger argument that it seems like those new projects are focusing west of

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We’d be happy to talk about any one of those. I think most of these are recent enough that you guys probably remember some of the details associated with those.

LIHTC, again, just in closing, I know LISC had made a presentation on how it relates to workforce housing. We thought just a couple of slides to maybe kind of close that up for tonight as how does one become income eligible for that.

The first thing that the program does is they’ll look at the metro-wide medium household income. For the Kansas City Metropolitan area, it’s just shy of $70,000 a year.

By comparison, our current median household income for the entire county is just $39,402. There’s a little bit of a difference right off the bat. The table below is set up with two lines; one being 50% and the other being 60%. When you look at LIHTC projects, if you choose to be 50% of the Metropolitan Median Income (MHI), 20% of your project would have to be 50%. If you do the 60% of median household income, 40% of your project needs to be eligible for that.

We, Charles, correct me if I’m right, I don’t remember the last 50% project. I mean we primarily see the 60% projects. What we wanted to show is then in comparison what are the income eligible, I guess, standards for that. For a one person household, $31,080 all the way up to a four person household of $44,340. This chart extends out to about eight people but we thought for discussion sake, you can kind of see the general increase of, what’s the factor,
Charles, 1.2% per staff increase. Really what we’re trying to say is within the metropolitan area if you did a LIHTC project, if you were somewhere between approximately $31,000 to about $44,000 for a family of four, you would qualify.

We went to salary.com and really the only input we put was the 66101 zip code. We said what are some entry level positions that could possible require a college degree and some that don’t. You can see the job titles that we were able to pull up today and the corresponding salaries; entry level all the way up to mid-point salary. We found that there’s a pretty large area of employment opportunities that exist in the Kansas City Metropolitan area and probability more specifically within Kansas City, Kansas, that correlate back to this. They’re just numbers to show these are the type of positions that could possibly qualify to live in a LIHTC housing development.

With that I know we threw a lot out there and we’d be happy to go back to any of it. I’m going to let Charles transition over to some of the raw data so you can kind of see how we stack up to other communities.
Charles Brockman, Economic Development Department, said on this map it shows that there are 29 LIHTC’s throughout the city of Kansas City, Kansas. It shows the median household income and the amount of projects within the city. What’s unusual about this is there’s actually a LIHTC project within every district in Wyandotte County.

What we wanted to do is we wanted to do a comparison. We did a comparison of Wyandotte County, Johnson County, Leavenworth, Shawnee and Sedgwick. When we look at Wyandotte County and we had 34 projects, we have 2,467 total units with a population of 160,384, with a
median household income of $39,402. That in turn works out to be 15 units per 1,000 population for Wyandotte County. Then it goes across 10, 10, 18 and 10.

We wanted to look at the HAP in the Section 8 as we transition off the LIHTC. This is by census track so within Wyandotte County there are 1,345 sites.

We wanted to do another comparison to other counties and cities. What we looked at is the HAP/Section 8 vouchers. When we talk HAP, HAP is the contract between the public housing
agency and the owner of the property that’s allowing a Section 8 there. Once again, 345 in Wyandotte, Leavenworth has 334, Johnson has 1,446 and the City of Olathe has 563. Then we go down and the chart shows the different numbers across. When you look at 1,000 population, again, Wyandotte County vouchers per population is 8. Then you look at the income compared to the City of Olathe, that’s 4, so it’s kind of comparable there. The same thing with the public housing units per 1,000 population, there’s 13.

**Commissioner Murguia** asked, Charles, can you go back to the very first slide. I wrote down some questions. For me, I’m glad you guys brought this back to the table because on issues as complex as something like this, I appreciate having the opportunity to have a dialogue with my fellow commissioners. I have a lot of concerns but I don’t have any answers. I’m hoping that through the perspective of everybody here, we can provide staff direction.

First of all, I’ll start by saying you guys do a fantastic job. Charles, you’ve asked all of my questions. You stay on top of this stuff and I really appreciate that. This is by no means any criticism of anything that’s been done here. It’s just I think there are some issues and I think we need to take a hard look and I’m moving forward. With that said, go pass this slide.

I know we did this. I understand that, but now thinking it out and after seeing the map that you gave to me, I think it’s been distributed to everyone else, I’m curious why we would think it’s a good idea to award more points to projects that fall in lower income areas of our city.

**Mr. Brajkovic** said I don’t think that that’s the scenario that we have right now. I think we offer more points for—if you look just at the criteria, you can earn more points if there’s not other publicly assisted housing within proximity or if there’s not existing multifamily in proximity. If there’s a need for affordable housing in that area, which is a little misleading there. What that really means is there aren’t any other affordable housing options in that area. We feel that it’s kind of swayed to offer more points to go away from the standards.

Nationally, and we didn’t include it tonight, but actually Lew had forwarded a great article that was in the *Wall Street Journal* last week. It’s not apples to apples but it’s really about Dallas, Texas, and there’s some civil rights actions going on in that community. Really what they’re saying is you know in the past it’s just been so easy to do LIHTC projects in certain parts of your community where there’s less obstacles like cheaper ground, less bureaucratic red tape to

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get through if you would just want to do a project and less effort to go focus in other parts of your community where one of the big features would be is higher land price, higher acquisition price. They’re really taking a hard look to say well, is our current policy really concentrating poverty in one area and what can we do to make sure that there is more of a balance across the board. What we were trying to show, we found some parallels between what Dallas was or is going through and the process we’ve been engaged in for a while now. That’s why we put up that slide to say here’s what the point allocation looks like and that’s why we want to go on that next slide to look at the last 10 projects and see where they were in the community.

Commissioner Murguia said I feel better about what you said because I forgot about the rule that addresses not concentrating these developments close to one another. I like that but still a qualified HUD censes tract is typically a lower income census tract. It’s not the lowest but then again LIHTC is not locating in the lowest income areas of our community. In the same with the CDBG low mode. I guess I’m okay because of the restriction or the loss of points if you’re in close proximity to another development so you understand my concerns. I’m not a huge fan of giving any points based on middle to lower income. Mr. Brajkovic said that’s one of the discussion points we had is we’re really going down into that level of detail specifically just about location. I think really a lot of the changes we had made previously were kind of more in the administration of it and what are you building. We kind of just gleaned over, where are you building that product. I think tonight is a chance to maybe bring that back or to reopen that discussion. We think we’ve adequately addressed what you’re building and how you build it. We need to maybe go take another look at where your building is.

Commissioner Murguia said exactly. What I would just say is I’d like to see points given for areas that are not seeing any LIHTC at all. For example, I just happened to tour District One over the weekend, a small portion of it, but I didn’t see any in the area that I toured; new LIHTC development, not any. I would almost—it’s just my opinion that’s why we’re talking about this as a group. I would like to see where those areas that don’t have any in those areas and it shouldn’t be based on income I guess. It should just be based on density and obviously the rest takes care of itself whether there’s a market or not is discovered through the LIHTC process. That’s just my two cents on that. That’s where I need you to go.
Just a special note on this is that I understand your point here that the trend seems to be moving the last, you’re looking at last 10 projects. You’re not saying 60% of all the LIHTC in Wyandotte County is west of 635. I think the point that I would like the Commissioners to see the other side of is that, that clearly is not reflective of all the LIHTC development in the county. All of that said, I don’t interpret this necessarily as a good thing. I think to do LIHTC as you’ve indicated, you have to have a job. I think what’s happening is as we have more and more blight in the urban core and higher and higher unemployment, not even LIHTC can survive those neighborhoods. Do you see what I’m saying? As those that have jobs move further and further west, and we clearly can see that, then LIHTC becomes more marketable in those areas. I’m concerned because I think is shows a different trend.

Okay, so the next slide—okay, now this I’m not sure I know the answer to. My understanding is that there are 40% credits and 60% credits. The credits you are talking about here, there are two different types of LIHTC you can get. One that has a higher income level LIHTC credit which I can tell you from speaking to Mr. Bentley at the state, he would love to give those away today if he could. It’s very hard to get people to take those because it’s a higher income level and people don’t tend to like to use it. Assuming that this is accurate, which I’m not sure that it is, again, we’re targeting that middle income population. It’s not really having an impact in those very low income areas here in Wyandotte County where there’s high unemployment and I think it’s growing a population in Wyandotte County of that lower to mode income level which isn’t necessarily a bad thing. If you don’t balance that with higher income levels, as you all know, you end up with that being your median income which is exactly what we have, just saying. If the goal of economic development is to grow your city, grow your county at the same rate as everything else is growing, then we should see our incomes going up also as well as the kind of housing that we’re providing.

Mr. Brajkovic said I think all of those were fair questions. One thing we haven’t had a chance to do is we are going to sit down with Lew and Mike Grimm to say what’s the trend analysis here. We don’t know.

Commissioner Murguia said well wait because I know you’re going to go to trend and I want to go there also because I agree. What I see trending is if you took from the beginning of when
LIHTC was offered, and I’m not sure when LIHTC first came out, but it’s been a while. Mr. Brockman said 1986. Commissioner Murguia said if you looked at data from 1986 and you did one of those fun little flip charts where you just had a map in there and you went like this, my bet would be that you’re going to see it sweep our county starting from the eastern portion of Wyandotte County heading west. It’s just you’re going to see if you did one of those flip page things, you’ll see all the LIHTC developments scattering out west. Like I said, I’m not sure that that’s necessarily a good thing because now we just keep moving that further and further west. I’m not sure we did a service to those neighborhoods when we put LIHTC in to begin with. That’s who we attracted. That’s the market. When you build something that caters to a specific market, that’s who we attracted. As those people made more money, they moved further west. That’s what happened and then it left the people who have nothing left in those neighborhoods where there was nothing.

Mr. Brajkovic said I think the hard thing is none of us have that crystal ball to predict and so part of this is a little reactionary to what is going on in the community. A big part of that is what’s the job creation look like. We’ve had a lot of success in terms of really diversifying our tax base by moving away just from the commercial/industrial blue collar identity you had. A lot of it was creating retail opportunities and really that slide that showed here’s the jobs that we see available in the community. Certainly we’re not trying to suggest that hey, everyone that has a job that’s who’s going to go live in a LIHTC development. What we’re suggesting is what we see is, here’s the jobs that are available. Here’s what their pay structure is and we think they qualify for LIHTC. Commissioner Murguia said right. Mr. Brajkovic said now where you’re located and does it have access to things like mass transit, is there infrastructure, we haven’t had the chance to go back and delve into that kind of analysis. One of the things that we found really interesting is like when we looked at Shawnee County, they have a higher median household income than we do and they have a larger occurrence per thousand population of LIHTC. Commissioner Murguia said well, that’s because if you look at the county’s median age, you’re going to find that most of the people that live there are older and most of those LIHTC developments are 55 and older developments. Mr. Brajkovic said there’s quite a few of them.
**Commissioner Murguia** said you can be worth a lot of money and live in a LIHTC development when you’re over 55 because it only takes into account your income. If your money is invested in assets, you could be worth millions at 55 and older as long as you don’t have a job anymore and you’re not generating a huge amount of income. I can tell you why Shawnee looks like that. I guarantee you without even looking at the numbers or the median age in that area, I can tell you that it’s going to be older.

I hear what you’re saying and there is merit to that and you do want to build housing stock to meet the needs of the people that are currently living here in Wyandotte County. I think that’s good. I think, and this is just a thought truly, I don’t have any data with this either, I would like to see us figure out a way to create some higher end stuff to balance that income level. Just because we have a lot of jobs that pay this wage doesn’t mean we wouldn’t attract people to our community that make a higher wage somewhere else. I think if we ever want—nothing is wrong with LIHTC. What’s wrong with it is if it’s all you’re doing or if it’s the majority of what you’re doing and what you’re offering in housing stock. Even if you’re doing some fair market subdivisions like out west, if you’re only selling houses in the $200 to $250,000 range, it’s going to be difficult to get a higher median income if that’s considered pressing the envelope. Again, I know I’m being part of the problem because I’m just telling you all the concerns I have and I’m not coming up with a solution. I’m just bringing it out.

**Mr. Brajкович** said we agree with what you said in terms of starting a conversation. LIHTC is a really interesting spectrum because on one end if it’s a senior project or product, you’ve got people that have either completed their careers or are in the twilight of their career. **Commissioner Murguia** said right. **Mr. Brajкович** said they’ve got income qualifiers for that or you’re dealing with people that are just beginning their careers and argue in one sense is they have the most earnings potential. If somehow you can get them a good housing product that gets them into the community and gets use to the amenities there, much like the market rate stuff we’re doing out west, it seems like then they too get use to the amenities and when they’re ready to make the next purchase or they get a promotion or they increase their earnings potential, the likelihood of them staying in your community is just as great. You’re right, it’s that in between that typically whether it’s been urban flight or flight out of the county all together for whatever reason, that’s what that sandwich is missing a little bit.

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Commissioner Murguia said this is the other thing. I think the only piece that your scenario doesn’t take into consideration—so I’ll give you an example because that helps me to understand it better. If we build a brand new low-income housing tax credit development at 7th & Minnesota today, it has to stay a low-income housing tax credit development for 30 years. Now it may be a beautiful place to live for the first 10 or 15 for a person of that income level, but as you’ve even said yourself, that income level is a fairly decent entry level wage. When you look at some of our 20 and 30-year old, 25-year old and 30-year old LIHTC developments, typically and the way that the deal is structured in LIHTC, there isn’t a lot of reinvestment in those properties. What you see is this income level not wanting to live there when it gets to that age level. Now you have a double problem. Now you either have to lower your income standards or layer another 30 years of tax credits on top of it and hoping they improve it where it’s somewhat attractive. I only bring that up, George. I’m not bantering with you. I’m trying to make sure that the rest of the commission has at least some additional thoughts.

Mr. Brajkovic said no, I think those are great points, again, and I think that’s why one of the discussions we had as staff and how we were going to present this tonight. I think we’ve all done a great job of addressing the what you build, the quality of it. I think that’s already addressed in this. Raising that point matrix to 80 definitely rewards projects of high quality that don’t follow those antiquated design standards whatsoever. We were hopeful to come back tonight to say, I think we need to take that same look at locations and what are we doing. Should we offer any points? I mean we’re not going to disqualify projects that are in certain census tracks but should we reward any points whatsoever? I think that’s a good discussion point.

Commissioner Murguia said I think you already said this but I’m going to say it in a different way. In my mind, we are constructing a unit because you cannot build from scratch a single-family home for a $100,000 anymore, you can’t. I know that for a fact. Let’s just say on the high end, if we’re building a $100,000 unit, let’s say we build an apartment complex and we’re investing $100,000 in every unit in there, that seems like a reasonable level of quality for someone making this amount of money. We’re clearly not going to build a building that is worth $500,000 a unit for someone that makes this income level. Are you following that?
Then you have to ask yourself, we’re asking for $100,000 unit to last 30 years. You have to think in terms like that. Do you see what I’m saying? That’s my concern. I think it’s unrealistic if you just look at your own single-family home. If somebody built a home for a $150,000, doing minimal repair to it, it’s going to be at 30 years old, it’s going to be a struggle to not have a significant reinvestment made in it. I think that’s the concern I have with LIHTC.

The next thing and then I’ll stop with my comments. I think I’ve already talked about that. For me it’s beyond meeting the needs of the current population. It’s about attracting higher income people to our community which is a better balance for raising our median income, which then allows for a lot greater things, George, for you and Charles, which is hopefully we’ll be able to attract a lot more retail, more grocery stores, more just retail amenities that many of us still even with the Legends travel over to Johnson County and other places to go to now.

**Commissioner Murguia** asked can you flip to the page where you do compatibles. For me, I would have laid this out differently for my thinking. **Mr. Brajkovic** said Charles put it together. **Commissioner Murguia** said but it’s great, Charles, great job. **Mr. Brockman** said blame the old guy. **Commissioner Murguia** said no it’s really good. This is the way I look at this and correct me if I’m looking at it, you think, not the right way. Look at the population of Wyandotte County which is 160,000, Johnson County is 560,000 let’s just say. Johnson County is five times larger, three times larger. Three times larger, now let’s go back up to if we have 30, let’s just say 30 for easy math, then technically Johnson County should have 90 LIHTC projects. Am I doing bad math? Does that seem logical? **Mr. Brockman** said projects are a different size so units are probably the thing to look at. **Commissioner Murguia** said okay, so we’ll look at units. That’s a good point.

Let’s just do easy math, 2,000 and 5,000. We have 2,000 units in Wyandotte County and 5,000 units in Johnson County. Are we saying Johnson County should have 6,000 units? **Mr. Brockman** said 7,500. **Commissioner Murguia** said 7,500? See, I’m not good at the math, but you get my point. I mean I can look at it and see that based on our population and then it’s a direct—in my mind and maybe there’s not enough academic indicators for me to jump to this conclusion—then if you look at median household income, the MHI, it’s no wonder Johnson County—I mean there are a lot of other factors I understand that, but, it’s no wonder that we have $74,000 a year median income in Johnson County and a $39,000 median income in
Wyandotte County. There does seem to be a correlation and if you look across the board, that’s concerning.

I have a question. Did you just do the comparison on LIHTC or did you also add in Section 8 and HAP? Mr. Brajkovic said we did both but we treated them separately...Commissioner Murguia said can I see the HAP...Mr. Brajkovic said that’s why we wanted to include Shawnee County and Sedgwick County because we felt it was not an apples to apples comparison bid to look at Wyandotte County that has a larger urban core and then go to Johnson County which doesn’t really—Leavenworth you’ve got, I guess you could argue that it has certain parts of their community that have a more urban feel to it but we thought looking at Shawnee and Sedgwick—the problems or the issues you highlighted with the other two communities that are our neighbors, it’s still the same problem when you go to Shawnee and Sedgwick but it’s probably not as exaggerated. That’s why we...

Commissioner Murguia said but it still looks pretty terrible. In my opinion, it still looks pretty darn terrible. I would just say I wouldn’t compare Shawnee because if you compared—if you look deeper into that, I would bet they’re building a very specific type of LIHTC. They developed a market, a niche in the market with that 55 and older. I would bet I am spot—I mean I could be wrong but I would guess that. From driving around and seeing all the kinds of senior developments that are occurring in Shawnee, it’s got to be that. Then Sedgwick County I’m just as alarmed—you know it’s still pretty startling. Remember I rounded those numbers to 5,000 in Johnson County so it’s still pretty awful when you look in comparison. That’s just LIHTEC that there is this huge disparity compared to what we have going on.

Can you flip to Section 8/HAP. Okay so doing this in the way I would look at this is you do the same thing. Wyandotte County is first. Looking at populations, oh my gosh, that’s all I think, you just have to look at the slide, it speaks for itself. It’s startling you guys. Now this is the part I don’t know how to measure for people that are better at presenting statistics. This is not my thing. We have a huge disparity in LIHTEC in my mind. We have a huge disparity in HAP and Section 8. Now layer those on top of each other and the disparity gets worse. I can’t believe our median income is $39,000 with the number of HAP, Section 8 and LIHTEC we have. I’ll close and they’ll stop and then somebody else can say something about this.
You guys did a great job. I’m not bringing those things up to criticize the work you’ve done. I’m not criticizing at all how we got here. I think this was well before many of us were here. The reality is we’re here and I just want to see us be very aware of this moving forward and how we’re going to turn this ship around.

**Chairman McKiernan** said I’d like to echo what Commissioner Murguia said there about the great work that you’ve done here and a great continuing discussion. Commissioner Murguia and I have had several spirited discussions about this and one thing you just brought up that I really hadn’t fully appreciated until you brought it up was the 30 year clock and the fact that that level is going to stay for 30 years but we may not be getting the reinvestment in those properties or that level may not support reinvestment in those properties. I think that’s a very important thing.

One of the discussions we’ve had in the past though is our true way out of this is raising the buying power. That is raising the median income of our citizens regardless of what house they live in. I think that’s a much bigger problem than we’re going to solve with this discussion. It circles back around to things like education, it circles back around to things like economic development and how we promote not only job growth but salary growth in the county. Ultimately that’s going to get us where we want to go but I appreciate your point that as we’re getting there, we don’t want to torpedo ourselves with a housing policy that is counterproductive or that is at odds with growing that median income.

**Commissioner Townsend** said I too want to echo my appreciation to these gentlemen for the information they shared with us tonight. I like the fact we’re on this public housing comparison because my question was this; what are you telling me/us with this information and what is its significance relevant to comparing the LIHTC properties. I’m not at all surprised really by the Section 8 because as I understand it, you can’t as readily identify in an area what properties may be Section 8 when I see the LIHTC. In terms of the issue of developers coming to us and presenting where they want to place this, by doing this analysis, is this something that we’re taking into account in terms of the placement and the points awarded? **Mr. Brajkovic** said yes because it is also publically subsidized housing; but from a development perspective, they’re two different tracks. These are controlled by a public housing authority. In fact, that’s why we
apologize for not having the Shawnee and Sedgwick or city of Topeka and city of Wichita up for comparison. It’s just that you put in a request and then you wait for information to come back.

The LIHTC is slightly different and I’ve heard Charles describe it this way before and I kind of like that. The LIHTC goes with the property. The income qualifiers go with the property. The voucher system goes with the income qualifier, the individual. If you’re—and I know this has happened with some LIHTC developments that we have where we’ve had an individual that says hey, I got this notice that says I’ve got to move up in my rent structure. That’s right, you got a raise and now you don’t qualify for the lower, now you’re in the market rate. That doesn’t typically happen with the voucher. The voucher goes and qualifies whether it’s part of high rise in a public housing authority building or it’s a private homeowner that is a participant in the program and will accept that for their new tenant. I think we have a map too that kind of shows where the voucher program and how that is spread through the county as well.

**Commissioner Townsend** said okay that was going to be my question. If a developer comes to us and they say I want to put this LIHTC project in location X. It would be easy I would think to identify other LIHTC projects within an area. How would you be aware of the HAP/Section 8 facilities that are also in that area? **Mr. Brockman** said, Commissioner, we do have a listing of all of the addresses. We also have a list of all of the public housing units that are managed by the public housing department. We look at those and see are there any comparisons to the new LIHTC. Is there going to be an issue? Are they going to take rents away? All of that is based in a…**Commissioner Townsend** asked would that listing also include the locations of privately owned homes that are for rent that accept Section 8 vouchers? Would that be on that list as well? **Mr. Brockman** said typically we have been looking at the housing projects. For instance, like Delavan or some other projects, if we were to do a LIHTC project near that. We do have a list that we look at to make a comparison. If there’s a concentration of Section 8 vouchers there, then we would take that into consideration. **Mr. Brajkovic** said are you asking on those let’s see individual structures, single-family homes that are owned by a private person that—yes, we have those. We know where those locations are as well.

**Commissioner Townsend** said in thinking about some of the discussions we’ve had on this topic in previous meetings, I’m thinking what do we as a commission as the UG can control in

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terms of enticing developers to really consider as Commissioner Murguia is saying where they are placing these. Is it just the point system really at all? Can we also say get the word out that we want 55 plus developers. We want more of that. Can we actually say that type of thing? Mr. Brockman said I would say that that would be a fair market issue and we would have to be very careful and take that through. Mr. Bach said we could award more points for 55 plus projects so it makes it easier for them to be achieved. That would be a way to encourage it. Commissioner Townsend said so it does go back to the matrix that we’ve been working. Okay, and thank you.

David Alvey, Board of Public Utilities, said I think part of the discussion here is, in a way I think, if we’re looking at the demographics of the county which this is just a reflection an image of the demographics of the county. We’re really talking about things we fail to do 60, 70 years ago to keep Wyandotte County/Kansas City, Kansas, a place that would if not attract others to the county, at least retain the children who grew up here which we fail to do. We’re paying the price now. This is why we have the demographics we have. This is why we have a lack of a residential tax base and this is just something that took us decades to get here. It’s going to take decades to get out.

The question that I think Commissioner Murguia is bringing up, and I’m not trying to paraphrase for you, but the question is, is this in fact, that’s a granting of LIHTC making more LIHTC units, is this creating a feedback into the poverty or is it also perhaps caring for those who are poor? It could be both. That’s the question that we have to answer whether we want to have more LITHC projects in order to care for those people who do work and want to stay in the county with the intention that things will improve and that when they do make more income, they will in fact move to other housing in the county. That would be the ideal situation. Certainly that’s the other part of the thing.
Could we go back to the slide that showed the last 10 projects?

I recognize two, Simmons Senior Housing and St. Margaret’s Senior Housing as being rehabilitation projects. Are there others on that list that were rehab of older buildings? **Mr. Brockman** said St. Margaret’s Senior Housing. **Mr. Alvey** said I know St. Margaret’s and Simmons. All the rest is new. Those LIHTC projects, did those in fact improve the building stock in those areas? **Mr. Brajkovic** said you know the one I remember looking at in particular was Pemberton because it was a vacant abandoned green house open field and we know that for the 80 total units, there are 40 duplex units. I want to say the 14 value was just over $2.5M and I forget what it was assessed at. I think it was $64 or $65,000 in annual property tax produced. Going from the vacant lot field it was to that, it did have a positive tax impact and provided new housing options for empty nesters that might have been on a limited income. **Mr. Alvey** said but that points specifically to St. Margaret’s. What a vast improvement that is because we had the LIHTC project. In fact, that was something Marian Emory Dutcher for a decade at least was pushing for. We have to do something with old St. Margaret’s Hospital and unfortunately she did not live to see it come to fruition but it’s a massive improvement. In fact it’s visible from the freeway. I think that these are questions that we have to keep considering. We have to continue I think to care for our people who work and want quality housing. We also have to make sure that we don’t feed back into the poverty that sometimes this may create.

**February 2, 2015**
I would assume, I don’t know this, and I would question whether LIHTC is as serious problem in terms of creating a pocket of poverty as public housing. I don’t know but I would assume that that might be the case. In a way I like the way you separated these out but I think in our discussion we need to keep those two things juxtaposed.

Commissioner Walters said just a couple of comments because I think it sounds like the Commissioners are largely in agreement. One of the questions that we raised when we started going down this path of having a general review is do we have enough LIHTC projects in this county and do we want anymore? I don’t know if we’ve come to a conclusion on that. It doesn’t sound like you’re making any kind of recommendation that we not do more LIHTC projects and actually the statistics that you showed, I was kind of surprised how we stacked up with other counties. It doesn’t look like we’re in different planets than other counties as far as providing LIHTC projects.

The second slide you showed related to public housing. We are on a different planet than the other counties. I wonder if we shouldn’t have a goal or adopt a goal as a commission to gradually reduce the amount of public housing that we have in the county. I would think it would be consistent with some of our other goals of creating jobs, reducing poverty, making Wyandotte County a more economically viable place, reducing the need for public housing. Seems like that’s all consistent to me, but I think if we want to accomplish something we’re going to have to be intentional about it. Maybe on our next discussion we can get some information from you all about that particular element.

Commissioner Murguia said I agree with everything. I really do. All of the comments, the observations, I just want to add another observation. In my time up here and just spending time in the community, a lot of people have said well we need affordable housing in Wyandotte County. We need a housing that meets the needs of that person making $25 to $35,000 a year. I don’t know that I’m going to say this right but I’ll try to say it how I look at it. We have an over abundance of that housing stock if you look at the median value of our housing stock in Wyandotte County. It’s just occupied. Do you see what I’m saying? It’s already occupied. As opposed to I’ll use St. Peter and I’ll use part of the northeast that I toured. You can drive through those neighborhoods. I’m from Iowa but I can drive through those neighborhoods and I don’t
know the history of Wyandotte County but I can tell you without opening a history book that I bet some really rich people lived in the northeast and I bet some really rich people used to live in St. Peter. Those homes are huge and the architecture of that housing, whoever paid for that, had to have a lot of money.

As that housing stock deteriorated and it became more affordable to a lower income person, it was still good housing stock. Do you see what I’m saying? They moved in but instead of our county rebuilding a higher end housing stock, we misinterpreted that in my mind as a demand for more middle income housing stock. I think that’s the mistake. Hopefully, I’m explaining that in a way that is understandable. I don’t want to be all about problems and not about solutions.

A couple of things I’ll draw your attention to that I think, and this is just my own personal theory of what I think is working, I have to give our Mayor hats off on how hard he has worked with me on the Rosedale Ridge situation. Rosedale Ridge is a privately owned subsidized apartment complex. It is in deplorable condition, horrible. With the Mayor’s assistant, we are slowly but surely vacating that apartment complex. There are a number of units, I believe there is well over 120 units there. Don’t quote me, but I’m pretty sure about that. One, those people are clearly entitled to better housing than where they’re living now. Also with that population deconcentrating and getting vouchers and going other places to live with that voucher, I will bet you that after that building is vacated and you look at District 3’s median income, by eliminating one low quality low income apartment complex, you’re going to see a jump in the overall median income in District 3. You’ll see it. I strongly believe that.

I think that having a balance is what’s really important and there are ways to deal with this and it’s not always the easy way. I’ll give you another example. I’m currently involved with buying a $30,000 home. It’s on the market for $30,000. Currently there is a Section 8 person that lives in it and there is a decent amount of rent that is paid on that unit. In the best interest of the county, the agency I work for will buy that house and when it’s paid off, they will find a better quality house for the person living in it and that house will be torn down. It’s absolutely a very hard way to do things but absolutely the right way as housing stock wears out, we need a plan to replace it and not replace it with a lesser value housing stock. Remember it’s just like shopping at the store. Whatever you’re selling, that’s what you’re going to attract. That’s the population that’s going to come shopping.
Action: No action taken.

Chairman McKiernan said excellent discussion tonight. I would just echo one more thing. I think that in our previous discussions as we look at where to build, we’ve been focusing the where in terms of existing LIHTC and historical LIHTC. We should really begin to also include all housing subsidy as a part of that discussion of density and where which we have not really thought of as comprehensively really until you brought this information that you brought tonight. I think that’s something that we’ll continue to look at going forward.

Once again we really appreciate and can we make sure we get a copy of the presentation as it was given tonight. Could you also send us a link to that Wall Street Journal article that you referenced about Dallas? I’d like to read that as well. We really appreciate the effort that you all put into moving this forward, giving us more information and helping us make better decisions about improving median income, median home value and the whole county. Thank you.

Adjourn

Chairman McKiernan adjourned the meeting at 7:03 p.m.

cdm
Staff Request for Commission Action

Type: Standard
Committee: Economic Development and Finance Committee

Date of Standing Committee Action: 3/30/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 4/9/2015
Confirmed Date: 4/9/2015

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

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<th>Date</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
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<td>3/17/2015</td>
<td>Debbie Jonscher</td>
<td>5847</td>
<td><a href="mailto:djonscher@wycokck.org">djonscher@wycokck.org</a></td>
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Item Description:
A resolution authorizing the Unified Government of Wyandotte County/Kansas City, Kansas, to amend its Master Equipment Lease Purchase Agreement dated October 17, 2013, with Banc of America Public Capital Corp. in connection with paying the costs of acquiring and installing certain equipment and to approve execution of certain documents in connection therewith.

Maximum amount not to exceed $7,000,000.

Action Requested:
Adopt Resolution

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
☑ Included In Budget  Equipment purchases are consistent with the CMIP.
☐ Other (explain)
RESOLUTION NO. R--15

RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO AMEND ITS MASTER EQUIPMENT LEASE PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND INSTALLING CERTAIN EQUIPMENT.

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 Schedule 2 attached hereto (the “Equipment”); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government, to amend its annually renewable Master Equipment Lease Purchase Agreement (the “Lease”) with Banc of America Public Capital Corp (the “Lessor”), dated as of October 17, 2013, to extend the Origination Period (as defined in the Lease).

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 Amendment. The County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas is hereby authorized to execute Amendment Number 1 to the Lease (the “Amendment”), attached hereto as Exhibit A, and take all other necessary action to amend the Lease.

Section 2. 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 Equipment in a maximum principal amount of $7,000,000.

Section 3. Authorization and Approval of Unified Government Documents. The Amendment is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the Amendment being conclusive evidence of such approval.

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.

The attached Annex 2 sets forth the list of Equipment to be financed pursuant to the Lease and Schedule 2, the estimated total purchase price of each item if paid for by cash, the interest cost for each
financed item using estimated interest rates as of March 16, 2015, and the amounts included in the payments for service or maintenance.

**Section 4. 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 5. 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, April 9, 2015.

________________________
Mayor/CEO

ATTEST:

________________________
Unified Government Clerk

APPROVED AS TO FORM:

________________________
Chief Counsel
## SCHEDULE 2

### 2014-2015 Unified Government Possible Lease Finance Equipment Projects

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<th>Item/Project</th>
<th>Cost</th>
<th>Term (yrs)</th>
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<td>Pumper tanker</td>
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<td>Ambulances</td>
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<td>Wheel Loader</td>
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This Amendment Number 1, made this 9th day of April, 2015 to the Master Lease Purchase Agreement dated October 17, 2013 ("Agreement") between Banc of America Public Capital Corp ("Lessor") and the Unified Government of Wyandotte County/Kansas City, Kansas ("Lessee")

WHEREAS, Lessor and Lessee are parties to the Agreement; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter contained, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Section 1.01 "Origination Period": Master Lease is amended by deleting the reference to December 31, 2014, and replacing it with December 31, 2015.

2. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Banc of America Public Capital Corp (Lessor)  
By: ____________________________  
Printed Name: ____________________  
Title: ____________________________

Unified Government of Wyandotte County/Kansas City, Kansas (Lessee)  
By: ____________________________  
Printed Name: ____________________  
Title: ____________________________
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*Interest is estimated, based on a formula in the master lease. Estimated rates as of March 16, 2015.
3 year: 0.99%
5 year: 1.27%
7 year: 1.55%
10 year: 1.72%

**Principal column is the estimated total purchase price without interest if paid for in cash.
***Interest column is the annual interest amount using estimated rates.
****Estimated.
Item Description:
The Unified Government owns real property located at 1207 and 1217 N. 5th Street. GDC Financial Group, LLC ("GDC Financial") owns the building improvements that are constructed on the Property which is leased from the Unified Government.

The Unified Government wishes to sell the property and GDC Financial has indicated its desire to purchase the Property from the Unified Government pursuant to a Purchase Agreement.

Action Requested:
Forward to Full Commission on April 9, 2015 for the approval of the sale of the property and the approval authorizing the County Administrator to execute in the name of the Unified Government the deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the attached Resolution and to take any further action necessary to effectuate the sale.

Budget Impact: (if applicable)

Amount: $
Source:
- Included In Budget
- Other (explain) $27,030 in revenue to the government plus an additional $475,00 investment by the developer.
RESOLUTION NO. R-______

WHEREAS, real property located at 1207 and 1217 N. 5th Street, in Kansas City, Kansas, is currently owned by the Unified Government of Wyandotte County/Kansas City, Kansas, and

WHEREAS, GDC Financial Group, LLC ("GDC Financial") owns the building improvements that are constructed on the Property which is leased from the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government"); and

WHEREAS, the Unified Government wishes to sell the property; and

WHEREAS, GDC Financial has indicated its desire to purchase the Property from the Unified Government pursuant to a Purchase Agreement; and

WHEREAS, GDC Financial has offered to pay Twenty Seven Thousand Thirty and No/100 Dollars ($27,030.00) to the Unified Government and to make improvements to the Property which are estimated to cost Four Hundred Seventy-Five Thousand and No/100 Dollars ($475,000.00).

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

Section 1. That the Unified Government Board of Commissioners hereby approves the sale of the property located at 1207 and 1217 N. 5th Street, Kansas City, Kansas, by the Unified Government of Wyandotte County/Kansas City, Kansas, to GDC Financial for a sale price of $27,030.00.

Section 2. That the County Administrator is hereby authorized to negotiate the terms and conditions of such sale and to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, the deed and 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 take any further action necessary to effectuate the sale.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 9th DAY OF April 2015.

Attest: Mark Holland, Mayor/CEO

Unified Government Clerk

Approved as to form:

Unified Government Counsel
Project Name: 82nd & Taurome Storm Sewer Enhancement CMIP #5044

This Resolution declares that this project is a necessary and valid improvement project. This Resolution directs the Chief Counsel to cause a survey and description of such parcels to be undertaken and prepared by a licensed land surveyor or a professional engineer to identify and describe the property to be acquired for this project, and to submit an Ordinance authorizing the exercise of eminent domain and to undertake all other necessary actions to complete the acquisition of such parcels.

Action Requested:
To adopt the resolution.

In order to meet deadlines for this scheduled project, this resolution is being placed on the Economic and Development Standing Committee.

Publication Required
Publication Date: 4/9/2015

Budget Impact: (if applicable)
Amount: $
Source:
☑ Included In Budget
☐ Other (explain)
RESOLUTION NO. ______________________

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands necessary to be condemned for the construction, maintenance, operation, use and repair of the 82nd & Taureau Storm Sewer Enhancement (CMIP 5044), all in Wyandotte County, Kansas.

BE IT RESOLVED BY THE COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

SECTION 1. It is hereby found and determined necessary that certain lands be condemned for public use providing for land necessary for construction, maintenance, operation, use and repair of the 82nd & Taureau Storm Sewer Enhancement (CMIP 5044). The project location is the Stony Point East basin bounded by Barnett Avenue on the north, 80th Terrace on the east, I-70 on the south, and 82nd Terrace on the west. This project is all in Wyandotte County, Kansas.

SECTION 2. The Board of Commissioners hereby directs and authorizes its Chief Counsel to cause a survey and description of such parcels to be undertaken and filed with the Clerk of Wyandotte County/Kansas City, Kansas; to thereafter prepare and submit to the Board of Commissioners an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Board of Commissioners to initiate eminent domain proceedings in the District Court of Wyandotte County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be published once in the official County, newspaper, The Wyandotte Echo.

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

THIS ______ DAY OF ____________________, 2015.

____________________________________
UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

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KENNETH J. MOORE
Deputy Chief Counsel