



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Board of Zoning Appeals
From: Planning and Urban Design Staff
Date: July 10, 2023
Re: **Petition BOZA2023-025**

GENERAL INFORMATION

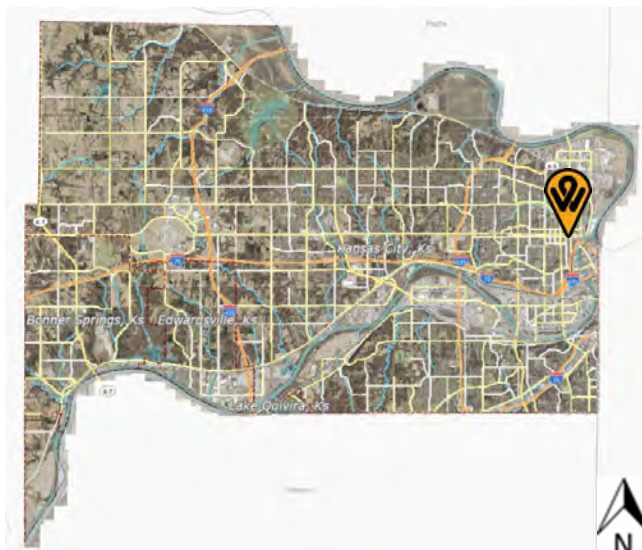
Applicant:
Roger Barrett

Status of Applicant:
SK Design Group, Inc.
4600 College Boulevard, Suite 100
Overland Park, KS 66211

Requested Action:
Approval of a variance.

Date of Application:
May 26, 2023

Purpose:
This appeal has been filed to build a 60-unit, six (6) story apartment building with ground floor retail. Sec. 27-465(f)(1) states uses in this district need not provide off-street parking, except that residential occupancies shall provide not less than one (1) off-street parking space for each dwelling unit, and hotels shall provide one (1) off-street parking space for each room. Such parking spaces shall be paved and shall be on the premises or off the premises within 200 feet of the main entrance to the building served. Appellant is requesting 14 parking spaces, a violation of 46 spaces.



Purpose (cont'd): Sec. 27-465(f)(1) Such spaces shall be paved and shall be on the premises or off the premises within 200 feet of the main entrance to the building served. The Wyandotte County Public Health Department Parking Lot (Lot E) is within 200 feet of the main entrance of the building. City Hall Lofts garage is 250 feet from the main entrance of the building served and the Unified Government Parking Lot #6 is 465 feet from the main entrance of the building served violations of 50 feet and 265 feet, respectively.

A total of 60 off-street spaces are required. 14 spaces are provided on-site, 20 spaces are provided in UG Lot E (WYCO Health Department), 15 spaces in UG Lot 6 (across the street from the KCKFD Headquarters) and 11 spaces in City Hall Lofts garage. A violation of zero (0) spaces.

Property Location: 810 North 6th Street
Kansas City, KS 66101

Commission Districts: Commissioner At-Large, District #2: Tom Burroughs
District #2 Commissioner: Brian McKiernan

Existing Zoning: C-D Central Business District

Adjacent Zoning: **North:** C-0 Nonretail Business District
South: CP-0 Planned Nonretail Business District
East: C-D Central Business District
West: C-0 Nonretail Business District

Adjacent Uses: **North:** Huron Park
South: City Hall and WYCO Health Department parking lot
East: Apartments and KCKFD Headquarters
West: Huron Park

Neighborhood Characteristics: The character of the neighborhood is comprised of a mixture of single-family homes to the south and east known as the Strawberry Hill neighborhood including a variety of churches and City Hall as the defining landmarks of the neighborhood and commercial businesses and commercially zoned parcels along 6th Street and Ann Avenue, west of 6th Street.

Total Tract Size: 0.53 Acres

Master Plan Area: Downtown Area Plan

Master Plan Designation: The Downtown Area Plan designates this property as Catalyst Block, which seeks to allow a community/regional cultural destination, provide mixed-use development, maintain public open space.

Major Street Plan: The Major Street Plan classifies North 6th Street as a Class C Thoroughfare and Ann Avenue as Local Street.

Required Parking: This appeal has been filed to build a 60-unit, six (6) story apartment building with ground floor retail. Sec. 27-465(f)(1) states uses in this district need not provide off-street parking, except that residential occupancies shall provide not less than one (1) off-street parking space for each dwelling unit, and hotels shall provide one (1) off-street parking space for each room. Such parking spaces shall be paved and shall be on the premises or off the premises within 200 feet on the main entrance to the building served. 60 parking spaces are required. 14 parking spaces are provided.

Note: The proposed zoning code amendment parking requirement for apartments is one (1) space per dwelling unit. 60 dwelling units are proposed. 60 parking spaces are required, a violation of 46 parking spaces. 46 off-site parking spaces are proposed between UG Parking Lot #6, UG Parking Lot E and City Hall Lofts garage.

Advertisement: Property Owners Letters – June 16, 2023
Wyandotte Echo – June 15, 2023

Public Hearing: July 10, 2023

Public Support: None to date.

Public Opposition: None to date.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. None

Building, Zoning, or Code Enforcement Complaints:

1. None

Outstanding or Related Permits and Cases:

1. COZ2022-042 – Change of Zone from C-0 Planned Nonretail Business District to C-D Central Business District (Approved).
2. BOZA2023-060 – Variance for minimum distance for off-street parking (Denied).

STATUTORY REQUIREMENTS/FACTORS TO BE CONSIDERED

1. ***The variance requested arises from such condition which is unique to the property in question, and which is not ordinarily found in the same zone or district; and which is not created by an action or actions of the property owner or the applicant.***

This specific corner of 6th and Ann Avenue is unique because this undeveloped parcel is within the Huron Place Historic District and is directly across the street to the west from the Historic City Hall Lofts. The Downtown Area Plan encourages mixed use development in the downtown and provides enhanced pedestrian connection to and within the block, which the Applicant is attempting to do. The Applicant has not created an action to cause this variance request.

While the zoning code does not require off-street parking for the majority of uses within the C-D District, residential and hotel uses are the exception. The Applicant has entered into an agreement with the Unified Government (UG) for off-site, off-street parking that is approximately 145 feet (UG Health Department – Lot E) and 465 feet (UG Parking Lot 6) from the front door of the City Hall Place (proposed apartments) and City Hall Lofts garage that is approximately 250 feet from the front door, which again, exceeds Sec. 27-465(f)(1), but reduces the overall variance request from 46 spaces to zero (0).

2. ***The granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.***

The 46 off-street, off-site parking spaces between City Hall Lofts Garage, UG Parking Lot E and UG Parking Lot #6 in addition to the 14 on-site parking spaces account for 100% of the parking required to comply with the parking code. The applicant has an agreement in place for 20 spaces with the Unified Government, which is contingent upon this variance and has agreed to allow with an adjacent property owner to alleviate the strain that already exists in Strawberry Hill regarding single family residences and on-street parking.

The off-site, off-street parking spaces that are allocated for this development are currently not in use by residents in City Hall Lofts or UG employees or customers within UG Parking Lot #6.

- 3. *The strict application of the provisions of the zoning ordinance of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application.***

If the request is denied, the Applicant will need to modify the site and floor plans by reducing the number of units, obtain a parking agreement for additional off-street parking that are closer than what is advertised in the variance request or assemble more land to meet the minimum parking requirements.

- 4. *The variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.***

The variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare as the Downtown Area Plan encourages development closer to and density along major thoroughfares.

- 5. *The granting of the variance desired will not be opposed to the general spirit and intent of the zoning ordinance.***

The spirit and intent of the zoning ordinance is to ensure that there is enough parking for residents based on a two (2) car household. This is unique because guests will most likely have one (1) car and there are two (2) bus stops at the northwest corner and southwest corner of the 6th and Ann Avenue intersection. In addition to providing 85% of the required parking through on- and off-site, off-street parking agreements, there is a bus stop directly in front of the proposed site, and appears to meet the spirit and intent of the zoning ordinance.

The spirting and intent on the zoning ordinance regarding establishing the maximum distance for off-street, off-site parking is to ensure that it is not burdensome for residents. While the distances exceed the 200-foot distance requirement, the parking lots themselves are relatively close in the context of parking in a downtown, urban environment. They are all within a single, standard size block in Downtown KCK.

PREVIOUS ACTIONS

- BOZA2022-060 was denied by the Board of Zoning Appeals on February 13, 2023 to exceed the 200-foot maximum distance requirement for off-street parking for residential developments in the C-D Central Business District.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting via Zoom on June 26, 2023. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

STAFF COMMENTS AND SUGGESTIONS

Planning and Urban Design Comments:

1. For clarification, the applicant is providing 14 on-site, off-street parking spaces. The Applicant has a signed agreement with the Unified Government for 20 spaces within Lot E, across the street from 810 North 6th Street. Lot E is within 200 feet of the property in question; therefore these 20 spaces can be included in the total for on-site, off-street parking. 34 parking spaces are provided by the Applicant that complies with Sec. 27-465(f)(1).

The remaining off-site, off-street parking spaces are included within two (2) agreements, the Unified Government for 15 spaces within Lot 6 (525 Minnesota Avenue) approximately 465 feet from the property in question and 16 spaces within City Hall Lofts garage (538 Ann Avenue) approximately 250 feet from the property in question. Both sites are greater than 200 feet from the 810 North 6th Street, therefore a variance is required.

Including all off-street parking for this development, there is a surplus of five (5) parking spaces within 465 feet of 810 North 6th Street.

2. Provide a parking agreement between City Hall Place and UG Parking Lot E to show the Board of Zoning Appeals that 20 spaces are available for City Hall Place residents.

Applicant Response: The Owner is working with the UG to finalize the parking agreement. Also note that in addition to the 20 spaces in Lot E, the parking agreement will also provide 15 spaces in Lot 6.

3. This Board of Zoning Appeals case was heard in conjunction with COZ2022-042, which is to rezone the property from CP-0 Planned Nonretail Business District to C-D Central Business District to build 60 multi-family units.

Applicant Response: Noted.

4. What is the new unit to parking ratio for City Hall Lofts?

Applicant Response: The rehab of City Hall Lofts and new construction of City Hall Place will be collectively owned under the same ownership. When combined, the total parking spaces to units of housing provided will be 109 parking spaces to 104 units (1.05 spaces to units). Broken down at the individual building level:

City Hall Lofts: There are a total of 60 spaces in the garage. City Hall Lofts contain 44 units and have one (1) space per unit for a 1:1 parking ratio. City Hall Place will have 65 spaces to 60 apartments (1.08 spaces to apartments).

- a. 14 spaces in the building parking lot;
- b. 16 spaces in the City Hall Lofts garage;
- c. 20 spaces in Lot E (619 Ann Avenue); and,

d. 15 spaces in Lot 6 (525 Minnesota Avenue).

5. Now that there are additional parking spaces being utilized, will there be rideshare (Uber, Lyft, etc.) or other vehicle services provided either in the lot itself or a dedicated space at the curb along North 6th Street or Ann Avenue?

Applicant Response: Rideshare and similar services can utilize the parking lot at the site for drop offs and pick-ups, but a dedicated spaces will not be provided in the lot.

6. Does the owner/operator intend to decouple parking from monthly rents?

Applicant Response: No, as the owner will not charge residents for parking. Owner will pay this expense without reimbursement from tenants.

Planning Engineering Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
1) None
- B) Items that are conditions of approval:
1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
1) None

STAFF RECOMMENDATION

Staff recommends that the Board of Zoning Appeals **APPROVE** Case **BOZA2023-025** subject to all comments and suggestions outlined in this staff report, and summarized by the following conditions:

- 1. This Board of Zoning Appeals case was heard in conjunction with COZ2022-042, which is to rezone the property from CP-0 Planned Nonretail Business District to C-D Central Business District to build 60 multi-family unit mixed use development;**
- 2. Review Appendix A in the Downtown Master Plan as building design, streetscape design and open space design are discussed as length. Incorporate these elements into the development plan.**

https://www.wycokck.org/files/assets/public/planning-amp-urban-design/documents/downtown_master_plan.pdf;

- 3. Replace, prune, and maintain all street trees and street wells along all pedestrian paths of travel, including northern length of Armstrong Avenue between 5th Street and 6th Street, north along Ann Avenue to the garage, and both sides of 6th Street from Armstrong Avenue to Ann Avenue;**
- 4. Restripe all crosswalks at 6th and Armstrong Avenue and 6th and Ann Avenue, and upgrade to ADA compliance as needed;**

5. All overstory trees shall be at least two (2) inch caliper when planted. All ornamental trees shall be at least two (2) inch caliper when planted. All evergreens shall be at least six (6) feet when planted. All shrubs shall be five (5) gallons when planted;
6. Record the parking agreement between City Hall Place and City Hall Lofts Garage to show the Board of Zoning Appeals that 16 spaces are available for City Hall Place residents with the Register of Deeds; and,
7. Record the parking agreement between City Hall Place and the Unified Government for 20 spaces within Lot E (619 Ann Avenue) and 15 within Lot 6 (525 Minnesota Avenue) for City Hall Place residents with the Register of Deeds. This agreement shall be notarized and recorded prior to filing an application for a Final Development Plan.

ATTACHMENTS

Aerial Map
Zoning Map
Land Use Map
Applicant's Five (5) State Statute Criteria
Applicant Response Letter
Neighborhood Meeting Minutes
Parking Agreement between City Hall Place and City Hall Lofts
Parking Agreement between City Hall Place and the Unified Government
Off-Site Parking Distance Map
Unified Government – Downtown Parking Lot Map
Site Plan
Grading Plan
Landscape Plan
Building Elevations
Site Photographs taken by Staff dated November 15, 2022
Letter from the Unified Government Department of Economic Development
Letter from the Kansas City, Kansas Housing Authority

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Board of Zoning Appeals</u>
Public Hearing	July 10, 2023

STAFF CONTACT: **Byron Toy, AICP**
btoy@wycokck.org

MOTIONS

I move the Board of Zoning Appeals **APPROVE** Case **BOZA2023-025** as meeting all the requirements of the City code and being in the interest of the public health, safety, and general welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Board of Zoning Appeals **DENY** Case **BOZA2023-025**, as it is not in compliance with the City Ordinances as it will not promote the public health, safety and general welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

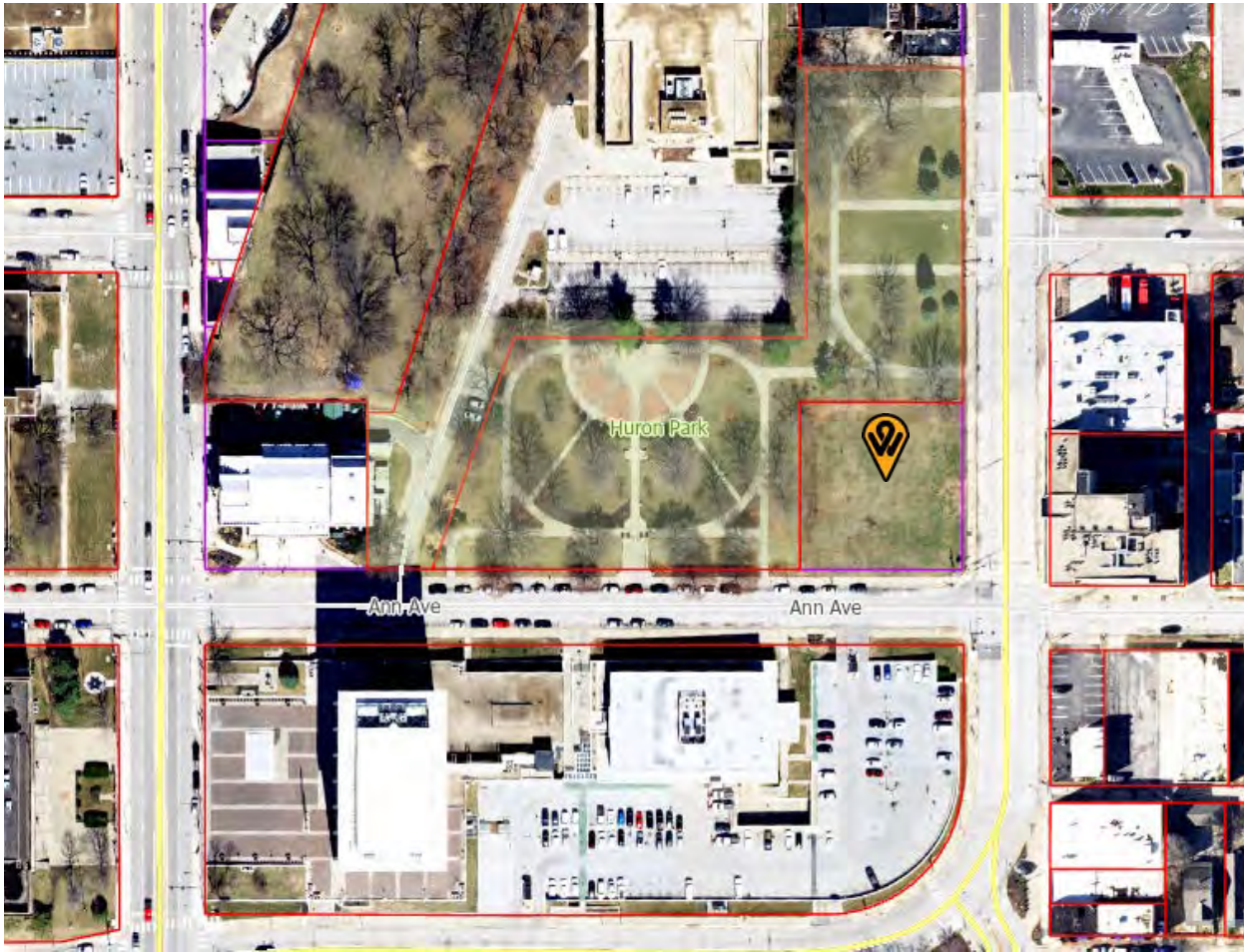


Figure 1. Aerial Photograph of 810 North 6th Street (provided by UG Maps).

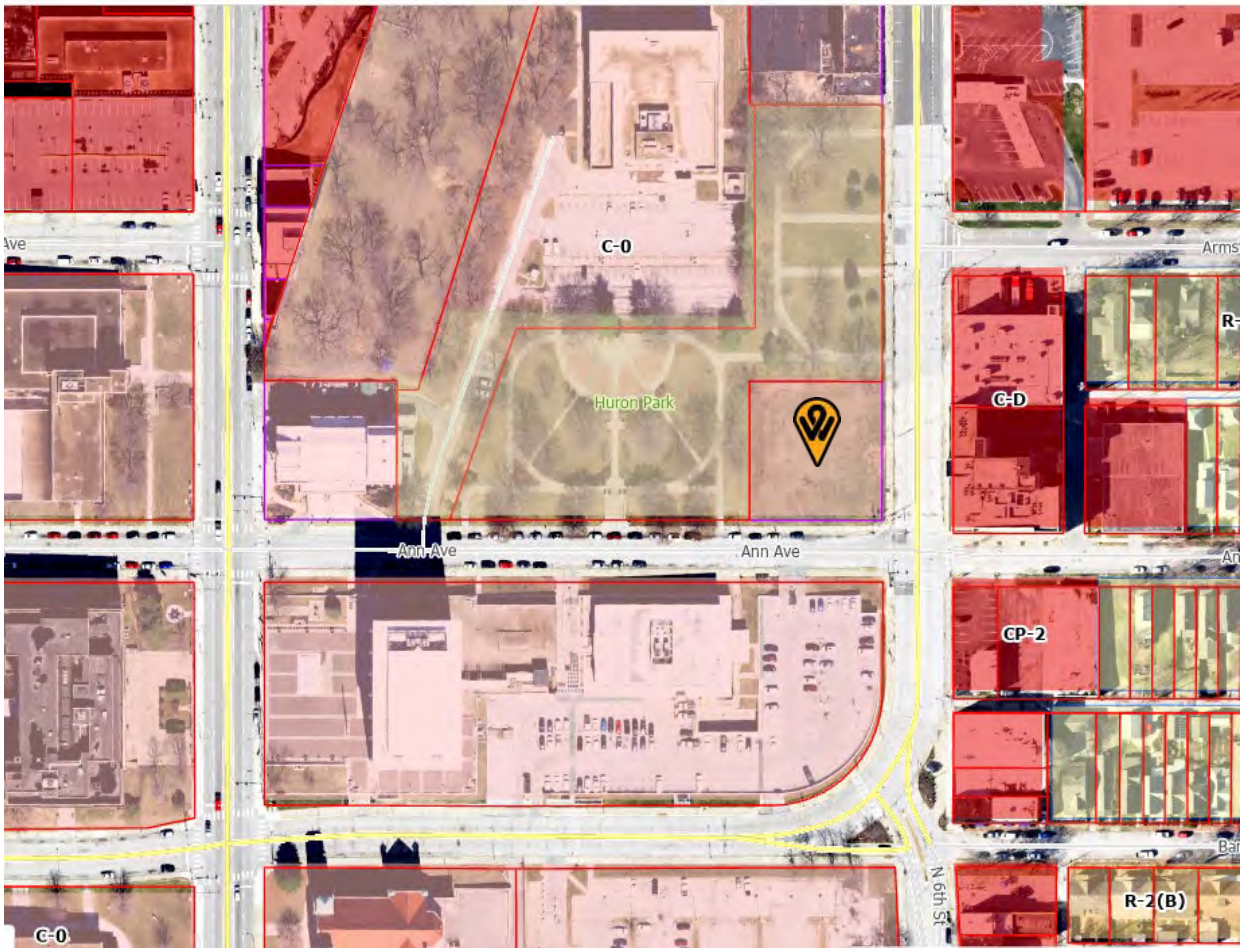


Figure 2. Zoning Map of 810 North 6th Street (provided by UG Maps).

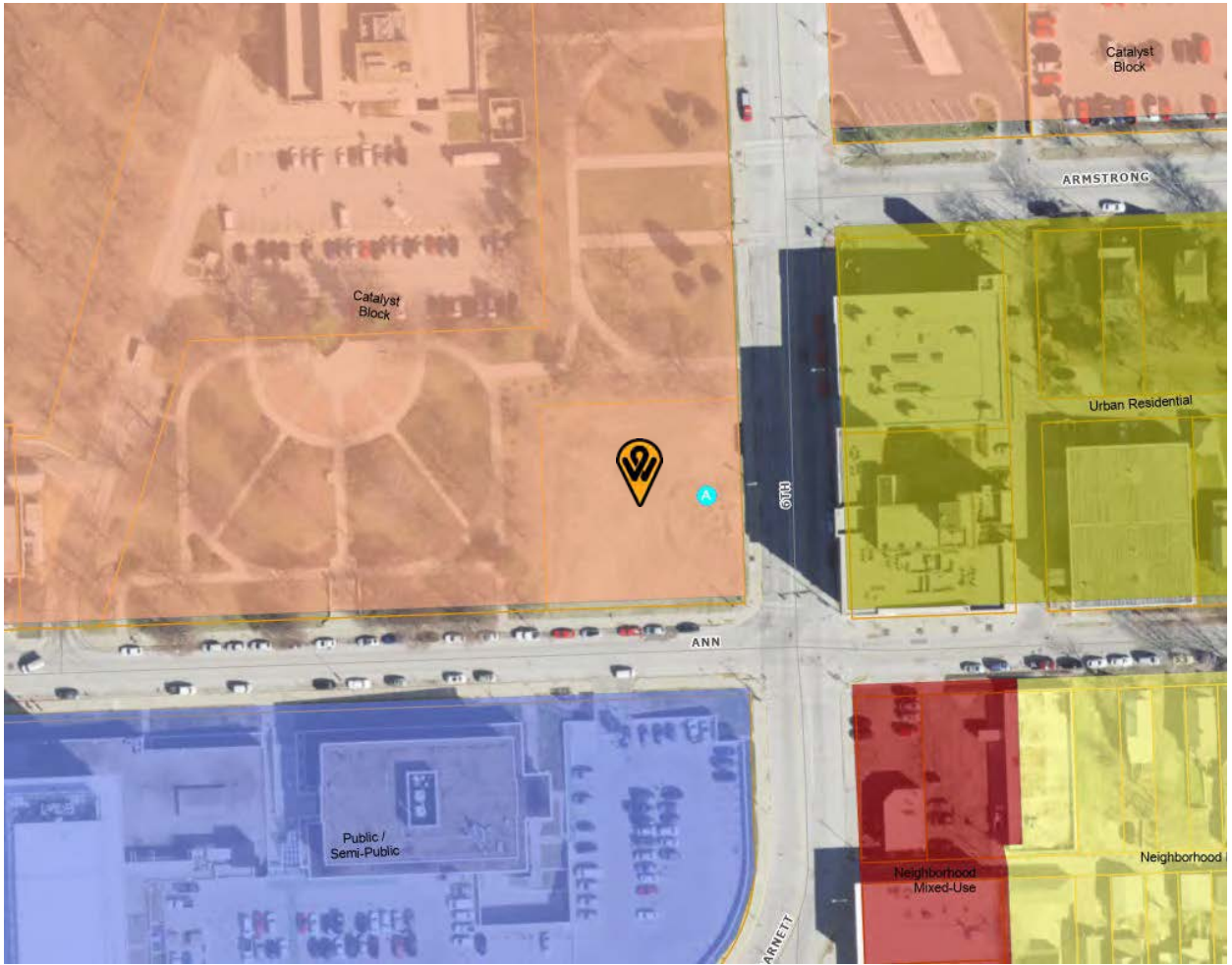


Figure 3. Downtown Master Plan Land Use Designation Map of 810 North 6th Street (provided by ArcMap).

BOARD OF ZONING APPEALS

Five Conditions Set by State Statute

(Please feel free to use additional pages if necessary)

- 1. The variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and which is not created by an action or actions of the property owner or the applicant.*

Request a parking variance to allow for 14 total parking stalls of which two are ADA stalls, one ADA stall is a van accessible ADA stall. The parking demand for this type of affordable housing development is extremely low.

Additional off site parking located in public lots E and 6 have been agreed to by Unified Government Staff.

2. The granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.

Correct. No adjacent property owners or residents will be adversely affected. the parking demand for this type of affordable housing development is extremely low.

3. The strict application of the provisions of the zoning ordinance of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application.

The strict application of the Zoning Code provision will not allow this development to be constructed. The parking demand for this type of affordable housing development is extremely low.

- 4. The variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.*

Correct. No adverse affect in granting this variance request due to the parking demand for this type of affordable housing development is extremely low

- 5. The granting of the variance desired will not be opposed to the general spirit and intent of the zoning ordinance.*

Correct. Granting this variance is specific to this specific parking demand for this type of affordable housing development is extremely low.

7 of 7

CIVIL ENGINEERS SINCE 1989

To: EDR@wycokck.org
CC: Janet Parker, jparker@wycokck.org
 Byron Toy, btoy@wycokck.org
 Patrick Doyle, pdoyle@wycokck.org
From: SK Design Group, Inc / Eagle Point
Date: June 26, 2023
Re: Petition BOZA2023-025 – Response to Staff Comments

STAFF COMMENTS AND SUGGESTIONS

Planning and Urban Design Comments:

1. Provide a parking agreement between City Hall Place and UG Parking Lot E to show the Board of Zoning Appeals that 20 spaces are available for City Hall Place residents.
Response: The Owner is working with the UG to finalize the parking agreement. Also note that in addition to the 20 spaces in Lot E, the parking agreement will also provide for 15 spaces in Lot 6.
2. This Board of Zoning Appeals case was heard in conjunction with COZ2022-042, which is to rezone the property from CP-0 Planned Nonretail Business District to C-D Central Business District to build 60 multi-family units.
Response: Noted
3. What is the new unit to parking ratio for City Hall Lofts?
Response: The rehab of City Hall Lofts and new construction of City Hall Place will be collectively owned under the same partnership. When combined, the total parking spaces to units of housing provided will be 109 parking spaces to 104 units (1.05 spaces to units). Broken down at the individual building level:

City Hall Lofts: There are a total of 60 parking spaces in the garage. City Hall Lofts will contain 44 units and have one space per unit for a 1:1 parking ratio.
City Hall Place will have 65 spaces to 60 apartments (1.08 spaces to apartments).
 - 14 spaces in the building parking lot
 - 16 spaces in the City Hall Lofts Garage
 - 20 spaces in Lot E
 - 15 Spaces in Lot 6
4. Now that there are additional parking spaces being utilized, will there be rideshare (Uber, Lyft, etc.) or other vehicle services provided either in the lot itself or a dedicated space at the curb along North 6th Street or Ann Avenue?
Response: Rideshare and similar services can utilize the parking lot at the site for drop offs and pick ups, but a dedicated space will not be provided in the lot.
5. Does the owner/operator intend to decouple parking from monthly rents?
Response: No, as the owner will not charge residents for parking. Owner will pay this expense without reimbursement from tenants.

U:\2022\22-135\2022-2023 Landmark and Rezoning Hearings\2023-07-10 BOZA meeting\2023-06-26 comment response due\2023-06-26 Comment
 4600 College Boulevard Suite 100 Overland Park, KS 66211 T 913.451.1818 F Responses Updated with Eagle Input2.docx

CIVIL ENGINEERS SINCE 1989

June 13, 2023

CITY HALL LOFTS, LP
125 JOHN ROBERTS RD, STE 12
SOUTH PORTLAND, ME 04106

Re: Neighborhood meeting for City Hall Place, 810 North 6th Street, Kansas City, KS 66101
Petition: BOZA: 2023-025 – Off Site Parking Variance
SK #22-135

Dear Property Owner,

You are invited to participate in the Virtual Neighborhood Meeting for this new proposed development. The Neighborhood Virtual Meeting will be held at 6:00 p.m. on Monday June 26, 2023. Please use the following link to access the meeting:

<https://us04web.zoom.us/j/77159818946?pwd=FnMHvEwcEfNY7O2JaFS5sxamhc8XBb.1#success>

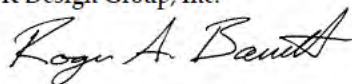
SYNOPSIS: Change of Zone from CP-0 Planned Non-Retail Business District to C-D Central Business District to construct a six (6) story mixed-use development at 810 North 6th Street (in conjunction with BOZA 2023-025).

We have included the off site parking plan to illustrate.

- Developer: Eagle Point Companies
- Location: City Hall Place is located at the northwest corner of 6th St & Ann Avenue, adjacent to Huron Park.
- Project Type: First floor commercial lease, apartment amenities and leasing office, second through sixth floors will have sixty 1- and 2- bedroom apartments.
- Existing Zoning: C-D Non-Residential Business District
- Public Hearing: This project, BOZA 2023-025, will be heard on Monday July 10, 2023, by the Board of Zoning Appeals at 6:00 PM. The meeting will be held via zoom and the commission chamber will be open for in-person attendance.

Prior to the meeting, please feel free to contact me by phone and/or email for any questions you may have.

Sincerely,
SK Design Group, Inc.



rbarrett@skdg.com

913-890-2706

913-451-1818

Roger Barrett, LEED AP
Sr. Project Manager

cc: Janet Parker, jparker@wycokck.org

CIVIL ENGINEERS SINCE 1989

June 27, 2023

Janet Parker, jparker@wycokck.org

Re: **Neighborhood Meeting – MINUTES AND ATTENDEES**
810 North 6th Street, Kansas City, KS 66101
Petition BOZA2023-025
June 26, 2023 Meeting Via Zoom
SK #22-135

Minutes

Meeting called to order at: 5:55 PM, CST, Monday June 26, 2023
Meeting adjourned at: 6:25 PM, CST, Monday June 26, 2023

Attendees

Design team only:

Roger Barrett, SK Design Group, Inc.
Jason Barnes, Eagle Point Companies
Neil Martella, Eagle Point Companies
Paul Stark, Stark Wilson Duncan Architects Inc.

Introductions:

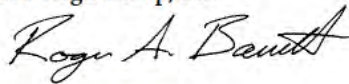
No presentation was made, no neighborhood attendees.

Questions and answers:

No questions or comments received

Minutes taken by:

SK Design Group, Inc.



Roger Barrett, LEED AP
Sr. Project Manager
rbarrett@skdg.com, 913-451-1818



DocId:8387949
Tx:4224597

City Hall Lofts, LP
125 John Roberts Road, Suite 12
South Portland, ME 04106

FILED AT
CUSTOMER
REQUEST

2023R-01355
NANCY BURNS
REGISTER OF DEEDS
WYANDOTTE COUNTY, KS
02/03/2023 01:51:50 PM
REC FEE 38.00
PAGES: 2

Shared Parking Agreement

City Hall Lofts, LP is the current owner of the property known as City Hall Lofts, located at 805 North 6th Street in Kansas City, KS. The property contains the residential building featuring 43 apartment units, a parking garage containing no less than 60 parking space, as well as a vacant parcel of land located at 810 North 6th Street.

City Hall Lofts, LP, entered into a Real Estate Sales Agreement with EPD2 City Hall, LP, on May 1, 2021. At the closing of the transaction outlined in the Real Estate Sales Agreement, all assets currently owned by City Hall Lofts, LP, including City Hall Lofts, the parking garage and the vacant parcel will transfer to EPD2 City Hall, LP. EPD2 City Hall, LP intends to improve the vacant parcel with a 60-unit, multi-family, affordable housing property, which will include 14 additional parking spaces at 810 North 6th Street. As the new owner of City Hall Lofts, adjacent parking garage and the to-be-built property at 810 North 6th Street, EPD2 City Hall Lofts, LP agrees to share the parking garage between the two residential buildings, providing up to 17 parking spaces for the to-be-built property located at 810 North 6th Street. EPD2 City Hall, LP further agrees to make these parking spaces available free of charge for a minimum of 50 years.

EPD2 City Hall, LP agrees to operate, manage and maintain the parking garage for the sole use of its residents located at 805 and 810 North 6th Street, at its own expense. EPD2 City Hall, LP further acknowledges that the Unified Government of Wyandotte County has no responsibility to operate, manage or maintain this parking garage, and all responsibility, financial or otherwise, falls solely to the ownership entity.


(The remainder of this page is left intentionally blank)

Buyer

EPD2 City Hall, LP

By: CH Lofts GP, LLC, its General Partner

By: Eagle Point Development – Series 2, LLC,
its Manager



By: Richard Nelson, Jr., Manager

Effective Date: 2/2/2023

ACKNOWLEDGEMENT

STATE OF MAINE)
)
COUNTY OF CUMBERLAND)

On this 2nd day of February, 2023, before me, Mollie A. Coburn, a Notary Public in and for said state, personally appeared Richard Nelson, Jr., known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as the Manager of Eagle Point Development – Series 2, LLC, the Manager of CH Lofts GP, the General Partner of EPD2 City Hall, LP, and that, by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

WITNESS my hand and official seal.



MOLLIE A. COBURN Notary
NOTARY PUBLIC
State of Maine
My Commission Expires Apr. 1, 2029

My Commission expires:

(SEAL)

PARKING FACILITY USE AGREEMENT

THIS **PARKING FACILITY USE AGREEMENT** (this "Use Agreement") is made as of June 29, 2023, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, ("UG") and EPD2 City Hall, L.P., a Kansas limited partnership ("Eagle Point"). The UG and Eagle Point shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UG:

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

With a copy to:

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

Kansas City, Kansas 66101

Eagle Point:

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

With a copy to:

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

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

competent jurisdiction in Wyandotte County, Kansas.

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

End of Use Agreement. Signature Pages to Follow.

My commission expires:

UG:

By: [Signature]

Name: David W. Johnston

Title: County Administrator

STATE OF Kansas)
) SS.
COUNTY OF Wyandotte)

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

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

My commission expires:
8-23-25



EXHIBIT A

Legal Description of Eagle Point Property

TRACT IV:

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

EXHIBIT B

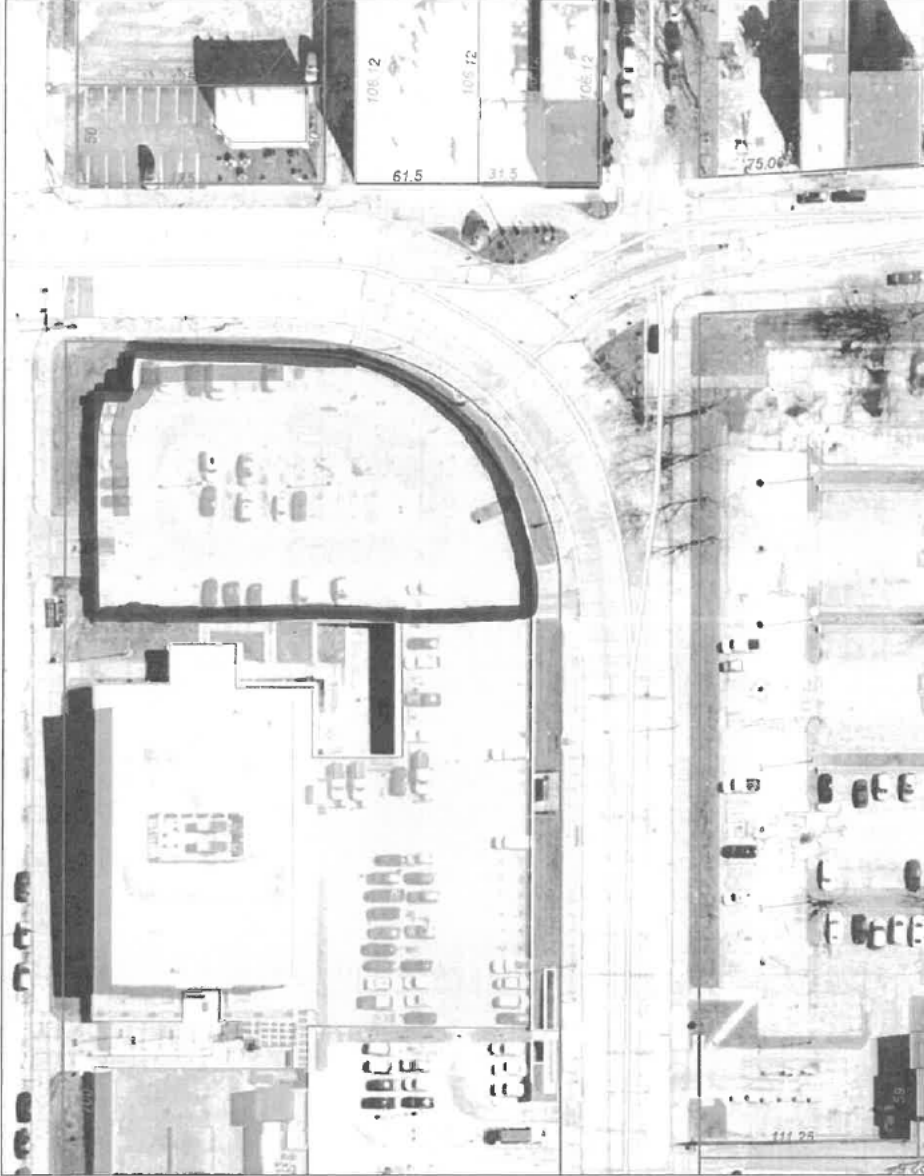
Premises—Lot E North

Wyandotte County, KS

Lot E



Geospatial Services
710 N 7th St, Suite 200 | Kansas City, KS 66101
Ph: 913-572-2941 | es@wysocki.org
www.wysocki.org/gis

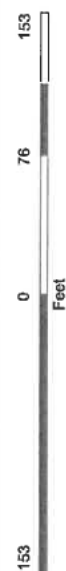


- Legend**
- Parks
 - Street Labels
 - Kansas Regional Counties
 - Missouri Regional Counties
 - Municipal Labels
 - Municipal Boundaries
 - Buildings
 - Railroads
 - MAIN
 - SPUR
 - YARD
 - Roads
 - INTERSTATE
 - HIGHWAY
 - MAJOR ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL

Locator Map

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

Map Scale
1: 917



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

© 2016 Unified Government

EXHIBIT C

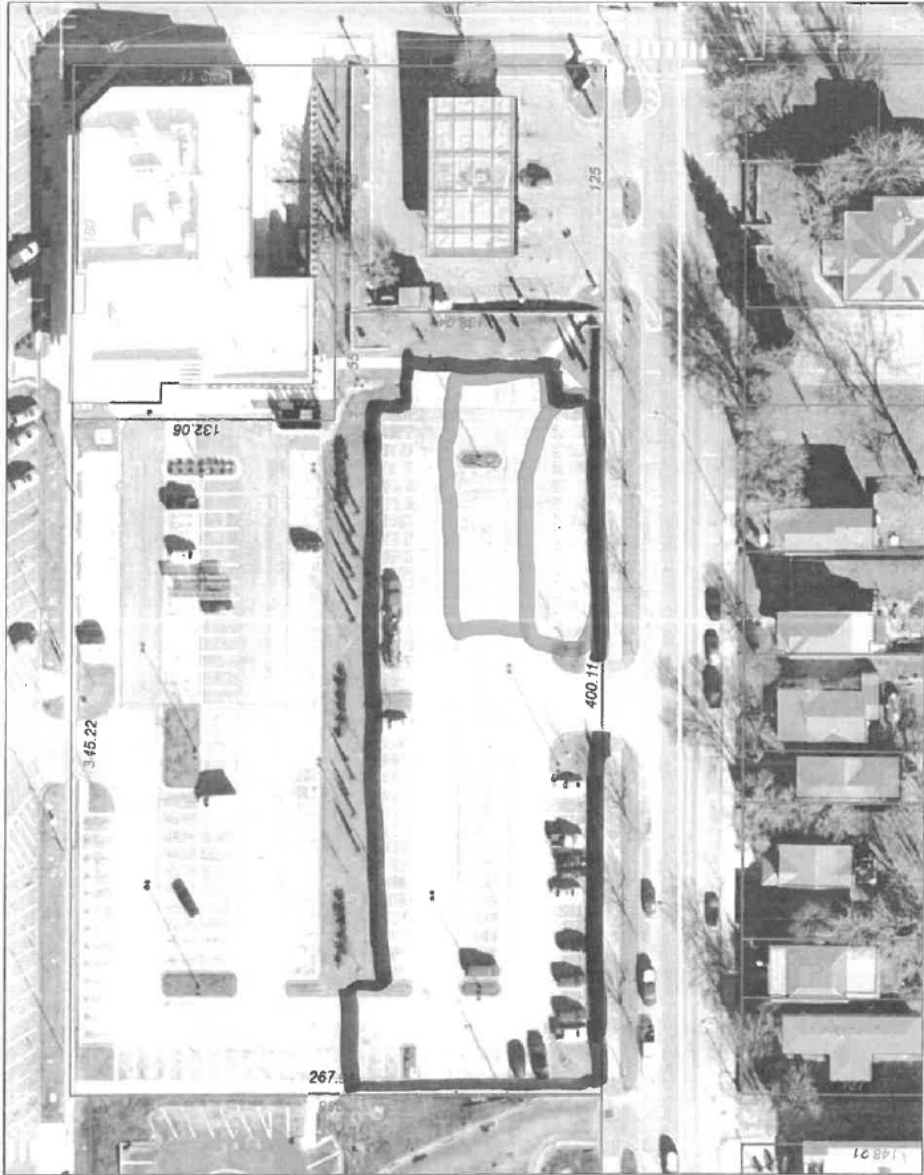
Premises—Lot 6

Wyandotte County, KS

Lot 6



GeoSpatial Services
710 N 7th St, Suite 200 | Kansas City, KS 66101
Ph: 816-379-2954 | gis@gservices.org
www.gservices.org



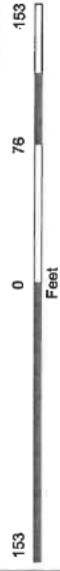
Legend

- Parks
- Street Lables
- Kansas Regional Counties
- Missouri Regional Counties
- Municipal Labels
- Municipal Boundaries
- Buildings
- Railroads
- MAIN
- SPUR
- YARD
- Roads
- INTERSTATE
- HIGHWAY
- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL

Locator Map

Notes

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

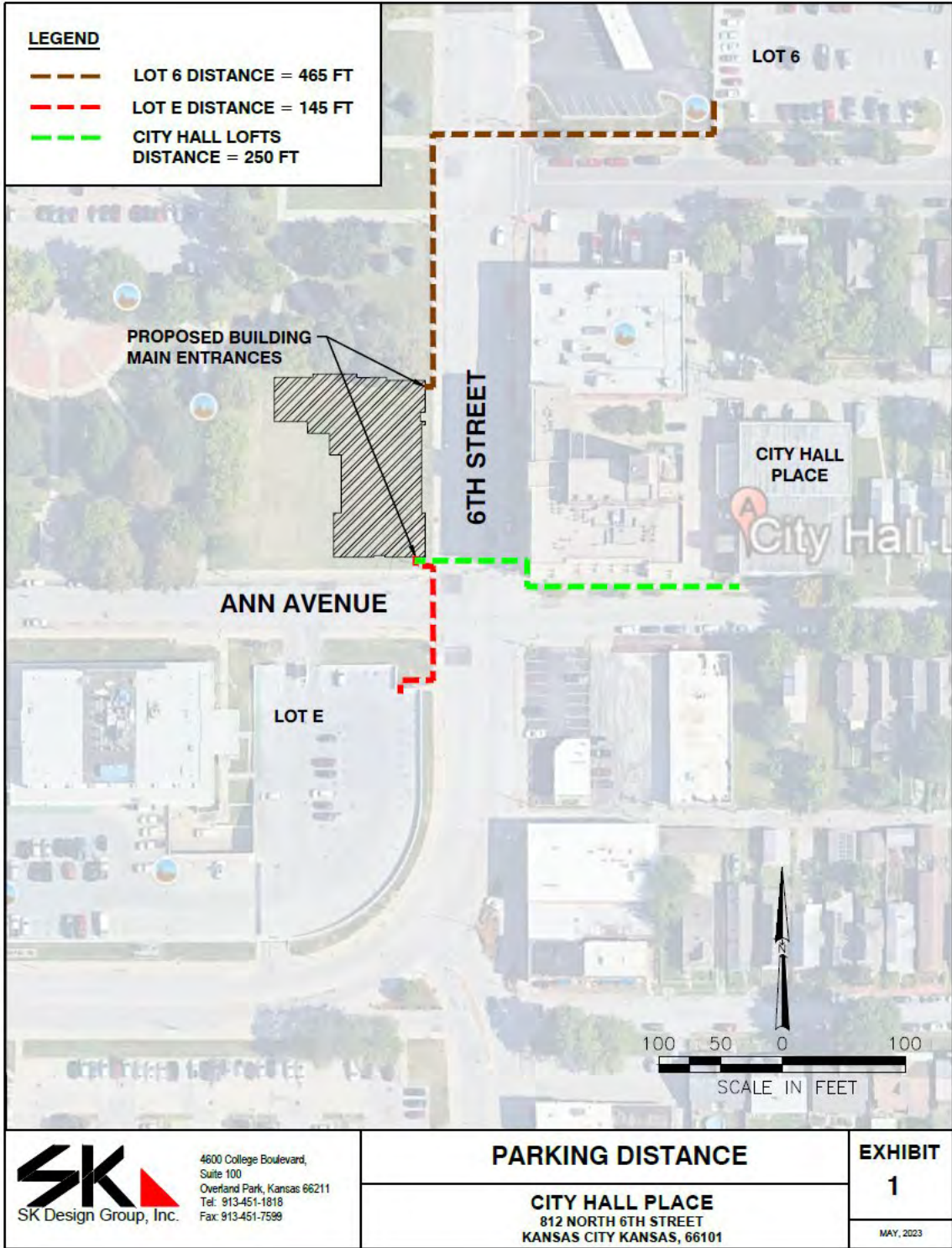


Map Scale
1: 917



© 2018 United Government

DISCLAIMER OF WARRANTY AND ACCURACY: Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about the map or its content, including, without limitation, accuracy, completeness, or timeliness. This map document does not constitute a contract. UG will not be liable to any party for any loss or damage whatsoever.



Unified Government - Downtown Parking Lots



DISCLAIMER OF WARRANTY AND ACCURACY
 Unified Government of Wyandotte County, Kansas City, MO
 USGS makes no representation or warranty as to the accuracy, completeness, or fitness for any purpose of the data shown on this map.
 Use of this map document is at the user's own risk. The user will not be liable to anyone for any loss or damage whatsoever.
All lots shown are owned & maintained by UG.

Publication Date: June 2010
 Collins Computer & GIS Unified Government
 All Rights Reserved
 Database Web Mapping: www.unifiedgis.com

0 100 200 400 Feet

North Arrow

Geospatial Services Division, Department of Technical Services of the Unified Government of Wyandotte County/Kansas City, Kansas 770 N. 7th Street, Ste. 70 Kansas City, Kansas 66101 Phone: 913.573.3241 Fax: 913.573.4100 Email: gnr@wyandotte.org



STARK WILSON DUNCAN ARCHITECTS INC
810 NORTH 6TH STREET
KANSAS CITY, WANDOTTE COUNTY, KANSAS 66101
318 NICHOLS RD, STE 228 - KANSAS CITY, MO 64112 - P 816.531.1888 F 816.531.1978



EXTERIOR ELEVATIONS
ISSUE DATE: 11.28.2022
REVISIONS:

PROJECT NO.: 2210
A2.2
DRAWN BY: JED WILSON

MATERIAL LIST
ROOF: 12" POLYURETHANE INSULATION OVER 2" GYP BOARD
WALLS: 8" CMU WITH 2" POLYURETHANE INSULATION OVER 1/2" GYP BOARD
INTERIOR FINISH: 1/2" GYP BOARD
EXTERIOR FINISH: 1/2" GYP BOARD
FLOORING: 1/2" GYP BOARD
CEILING: 1/2" GYP BOARD
PAINT: INTERIOR - WHITE, EXTERIOR - BRICK RED
GLASS: 1/2" CLEAR GLASS
METALS: 1/2" ALUMINUM
DOORS: 1/2" ALUMINUM
WINDOWS: 1/2" ALUMINUM
ROOFING: 1/2" ALUMINUM
SILLING: 1/2" ALUMINUM
CASEWORK: 1/2" ALUMINUM
TRIM: 1/2" ALUMINUM
HANDRAILS: 1/2" ALUMINUM
STAIRS: 1/2" ALUMINUM
ELEVATOR: 1/2" ALUMINUM
MECHANICAL: 1/2" ALUMINUM
ELECTRICAL: 1/2" ALUMINUM
PLUMBING: 1/2" ALUMINUM
HVAC: 1/2" ALUMINUM
FIRE: 1/2" ALUMINUM
SOUND: 1/2" ALUMINUM
ACoustical: 1/2" ALUMINUM
Ceiling: 1/2" ALUMINUM
Floor: 1/2" ALUMINUM
Wall: 1/2" ALUMINUM
Roof: 1/2" ALUMINUM
Window: 1/2" ALUMINUM
Door: 1/2" ALUMINUM
Handrail: 1/2" ALUMINUM
Stair: 1/2" ALUMINUM
Elevator: 1/2" ALUMINUM
Mechanical: 1/2" ALUMINUM
Electrical: 1/2" ALUMINUM
Plumbing: 1/2" ALUMINUM
HVAC: 1/2" ALUMINUM
Fire: 1/2" ALUMINUM
Sound: 1/2" ALUMINUM
Acoustical: 1/2" ALUMINUM



A4 NORTH ELEVATION
SCALE 1/8" = 1'-0"

M:\2210 CITY HALL PLACE APTSM2.dwg
NOV 28, 2022 10:22AM



Figure 4. Site Photograph of 810 North 6th Street looking northwest from North 6th Street (provided by Planning Staff).



Figure 5. Site Photograph of 810 North 6th Street looking west from North 6th Street (provided by Planning Staff).



Figure 6. Site Photograph of 810 North 6th Street looking southwest from North 6th Street (provided by Planning Staff).



Figure 7. Site Photograph of 810 North 6th Street looking south from North 6th Street (provided by Planning Staff).



DEPARTMENT OF ECONOMIC DEVELOPMENT

Unified Government of Wyandotte County/Kansas City, Kansas

701 North 7th Street, Ste. 421
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax (913) 573-5745

December 7, 2022

Kansas Housing Resources Corporation
611 S Kansas Avenue
Suite 300
Topeka, KS 66603

To whom it may concern:

The Unified Government of Wyandotte County and Kansas City, Kansas (UG) **strongly supports the Low-Income Housing Tax Credit (LIHTC) application of Eagle Point Development (EPD)** to construct an affordable housing project in Wyandotte County with a working name of **City Hall Place (CHP)**. CHP will consist of two residential buildings containing a total of 103 units. A minimum of 85 units will be affordable for families with incomes earning less than 60% of the Area Median Income. The first building, known as City Hall Lofts (CHL), is a current Low-Income Housing Tax Credit Property featuring 42-units. The initial tax credit compliance period ended in 2020 making it eligible for the issuance of new tax credits for rehabilitation. As complete, CHL will contain a total of 43-units.

In addition to the rehabilitation of CHL, Eagle Point intends to **develop an additional 60-units for families** on a vacant parcel across the street from CHL that is owned by Eagle Point. The new construction six-story building will feature ground floor retail space, (35) one-bedroom units, (25) two-bedroom units, a community room, and a leasing office. As complete, **City Hall Place will offer high-quality, safe, and affordable housing options for families in Kansas City** who will be able to take full advantage of the property's downtown location which is close to employment and recreational opportunities.

The **City Hall Place project sits within Area 1 of the UG's Neighborhood Revitalization Act (NRA) boundaries** – an area the UG enthusiastically seeks to develop and grow the housing stock for individuals of all income levels. The Unified Government certifies that no principal of Eagle Point Development initiated the development of the NRA. The purpose of the NRA is to promote revitalization through the rehabilitation, conservation, or development of designated areas to protect the public health, safety, and welfare of Wyandotte County residents. Residential, multi-family, and commercial properties may be eligible for the NRA tax rebate incentive in the City Hall Place area. Additionally, **the CHP project aligns with the UG's Downtown Master Plan** as it seeks to improve the vitality of our downtown through creation of an influx of people and housing. The development of City Hall Place will create affordable apartment homes for people



DEPARTMENT OF ECONOMIC DEVELOPMENT

Unified Government of Wyandotte County/Kansas City, Kansas

701 North 7th Street, Ste. 421
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax (913) 573-5745

seeking a high-quality, safe, and affordable place to call home within Downtown Kansas City. The development of City Hall Place will also contribute to additional employment and commerce to the downtown area as the first floor of City Hall Place will contain 6,000 square feet of commercial retail space.

The Unified Government is supportive these efforts to develop supportive and affordable housing for our residents. With this proposal, we can improve the quality of life and economic opportunity for our community. We appreciate your consideration of City Hall Place and Eagle Point's LIHTC request.

Sincerely,

Cheryl Harrison-Lee *Acting Administrator*
Interim County Administrator *Acting Administrator* 12-01-22
Unified Government of Wyandotte County and Kansas City, KS



Kansas City, Kansas Housing Authority

1124 North Ninth Street

Kansas City, Kansas 66101-2197

Main (913) 281-3300 Fax (913) 279-3428 TTY (800)766-3777

www.kckha.org

February 1, 2023

The Eagle Point Companies

The Kansas City, Kansas Housing Authority has worked successfully with The Eagle Point Companies over the years to provide affordable housing within Wyandotte County. Eagle Point Companies has remained committed in providing support to the federal government's major program (Housing Choice Voucher/ Section 8) for assisting low-income families, elderly and the disabled to afford decent, safe, and sanitary housing in the private housing market.

The number of families experiencing housing insecurities in Wyandotte County continues to increase with the lack of affordable housing.

We support The Eagle Point Companies project recommendations that include incorporating additional affordable housing units and analyzing the highest and best land use/zoning with the goal of expanding development potential of the property. We also advocate for increased housing inventory with overall decreased expenses such as transportation cost.

We believe this is a critical opportunity to provide support for our community, the Voucher Program, and its residents. It is important that we incentivize and facilitate development that provides affordable housing choices.

We look forward to our continual partnership with The Eagle Point Companies to serve the housing needs of residents in Wyandotte County.

Respectfully,

A handwritten signature in cursive script that reads "Cherrie Escobar".

Cherrie Escobar
Director of Section 8
Housing Choice Voucher Program