

**City of Mission
Regular Meeting Agenda
Wednesday, October 18, 2017
7:00 p.m.
Mission City Hall**

If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

- Waste Management Micro Grant Award
- Recognition of Neighborhood Services Officers

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

*NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. **If a councilmember or member of the public requests, an item may be removed from the consent agenda for further consideration and separate motion.***

CONSENT AGENDA - GENERAL

3a. [Minutes of the September 20, 2017 City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet 10-4-17](#)

[Finance & Administration Committee Meeting Minutes 10-4-17](#)

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet 10-4-17](#)

[Community Development Committee Meeting Minutes 10-4-17](#)

COMMUNITY COMMITTEE REPORTS

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "[Agendas & Minutes](#)" tab.

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Nick Schlossmacher

[Finance & Administration Committee Meeting Packet 10-4-17](#)

[Finance & Administration Committee Meeting Minutes 10-4-17](#)

- 6a. Selection of Auditors **(page 3)**
- 6b. Classification & Compensation Plan Implementation Update**(page 43)**

Community Development, Kristin Inman

[Community Development Committee Meeting Packet 10-4-17](#)

[Community Development Committee Meeting Minutes 10-4-17](#)

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- 8a. Ordinance Adopting a 4th Amended Gateway Redevelopment Project Plan **(page 49/Ord. Page 59)**
- 8b. Ordinance Authorizing Creation of the Gateway CID District #3 **(page 131)**
- 8c. Resolution of Intent to Issue Industrial Revenue Bonds, Gateway Project **(page 143)**
- 8d. Ordinance Approving 3rd Amended and Restated Redevelopment Agreement and Terminating Mission Gateway CID Districts #1 and #2 **(page 146)**
- 8e. Appointment of City Land Use Attorney **(page 196)**
- 8f. Resolution Establishing and Appointing a City Historian **(page 197)**

9. COMMENTS FROM THE CITY COUNCIL

10. MAYOR'S REPORT

11. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	September 27, 2017
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

RE: Selection of Berberich, Trahan & Co., P.A., to perform the annual audit of the City's financial statements

RECOMMENDATION: Approve the selection of Berberich, Trahan & Co., P.A. to perform the annual audit of the City's financial statements for the fiscal year ending December 31, 2017, and for up to three (3) subsequent fiscal years.

DETAILS: Kansas statutes require an annual audit of the City's financial statements. The audit is conducted in accordance with generally accepted accounting standards (GAAP) in the United States, the Governmental Accounting Standards Board (GASB), the "Kansas Municipal Audit Guide," and standards applicable to financial audits as provided for in Government Auditing Standards (the Yellow Book), issued by the Comptroller General of the United States.

The audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as an evaluation of the overall basic financial statement presentation.

The City's annual audit is presented as a comprehensive annual financial report (CAFR), which is submitted each year to the Government Finance Officers Association of the United States and Canada (GFOA) for consideration of a Certificate of Achievement for Excellence in Financial Reporting. The City has received this award for 24 consecutive years. The CAFR is important in that it presents an accurate and reliable picture of the City's finances upon which third-parties can rely upon when considering financial matters involving the City such as the issuance of debt.

One of the fundamental principles in conducting the annual audit is that it be conducted by an impartial, independent third-party. The City has engaged the firm of Mize, Houser & Co, P.A. (formerly Lowenthal, Singleton, Webb & Wilson) for at least the past twelve years to conduct the annual audit. These engagements have been on a four-year cycle. The last time the City sought proposals was in 2013.

The City issued a Request for Qualifications (RFQ) this past summer. The RFQ was sent to six firms as well as advertised in the Legal Record, and four firms responded. Responses were evaluated, references checked, and each firm was interviewed by the Assistant City Administrator and Accounting Manager. A composite score was

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-07-207-02 - Annual Audit
Available Budget:	\$25,000

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	September 27, 2017
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

developed based on the firm’s experience and capabilities; quality and experience of assigned professionals; audit approach and estimated hours, understanding of the requested scope and quality of proposal, and fee. The table below shows the scores.

Firm	Total Score	Proposed Hours	Proposed Cost
Berberich, Trahan & Co., P.A.	91.50	300	\$27,000
Cochran, Head, Vick & Co., P.A.	79.75	210	\$23,010
Mize, Houser, & Co., P.A.	78.50	226	\$24,000
RSM	69.25	350	\$39,500

Berberich, Trahan & Co., P.A. (BT&Co.) offers an impressive base of experience and credentials. They have audited a number of Kansas municipalities similar in size and operations to Mission including Prairie Village, Atchison, Derby, Leavenworth, and De Soto, and Gladstone Missouri.

The cost quoted by the firm, exceeds what was initially included in the 2018 budget for the audit. However, the amount quoted by BT&Co. is a “not exceed amount,” and accounts for additional work that will be associated with an initial transition year. It is anticipated that the actual costs for the audit will be within the budgeted amount.

Staff recommends that the City enter into an agreement with Berberich, Trahan, & Co., P.A. engaging them in auditing the City’s financial statements for the fiscal year ending December 31, 2017 for an amount not to exceed \$27,000. In addition, the City would have the option to utilize them for three subsequent fiscal years.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-07-207-02 - Annual Audit
Available Budget:	\$25,000

City of Mission
Professional Auditing Services RFQ Evaluation Sheet – 2017

Evaluator: Compsite _____

		Maximum Points	Berberich, Trahan	Cochran, Head, Vick	Mize Houser	RSM	
Firm's Experience Capabilities and References		15					
Firm's Experience	Understands our organization and sector through an appropriate level of experience in the audit of other similar organizations.	5	5	5	5	4.5	
Capabilities	Does the firm have the capability of completing the audit? Are there any deficient desk/field reviews or disciplinary actions?	5	5	5	5	4.5	
References and Independence	Did the firm provide references of three clients similar in size and requirements?	5	5	4.5	5	4.5	
Quality and Experience of Assigned Professional		20					
Staff Qualifications	Does the proposed staff have the required professional education? Are the appropriate levels of staff proposed?	10	9	8.5	8.5	8.5	
Staff Experience	Does the proposed staff have municipal audit experience?	10	8.5	7.5	7.5	8.5	
Schedule, Estimation of Hours and Audit Approach		20					
Schedule and Estimation of Hours	Do the proposed number of hours appear reasonable based on knowledge of hours required during previous audits?	10	8	7.5	9.5	7.5	
Audit Approach	Does the audit approach recommended within the proposal seem reasonable based on the proposed hours? Does the firm identify areas of risk?	10	8.5	7.5	8.5	7.5	
Communication, Understanding of Scope and Quality of Proposal		20					
Understanding of Scope	Does the proposal demonstrate that the firm has an understanding of the scope of the audit?	10	9	8.5	9	8.5	
Quality of Proposal	Does the proposals address all requirements in Section 5D, items 2-9.	10	8.5	7	8	9	
Fee Proposal		25					
Fee Proposal	Best combination of hours and overall price will receive a score of 25. Others will receive a prorated score.	25	25	18.75	12.5	6.25	
		Total	100	91.5	79.75	78.5	69.25
		Total Hours Proposed		300	210	226	350
		Total Cost Proposed		\$27,000	\$23,010	\$24,000	\$39,500



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

**PROPOSAL FOR
PROFESSIONAL AUDITING
SERVICES FOR THE
CITY OF MISSION, KANSAS**

August 1, 2017

STACEY A. HAMMOND
BERBERICH TRAHAN & CO., P.A.
3630 SW BURLINGAME ROAD
TOPEKA, KANSAS 66611
785-234-3427 800-530-5526
www.btandcocpa.com
shammond@btandcocpa.com



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

August 1, 2017

Audit Screening and Selection Committee
City of Mission
6090 Woodson Street
Mission, Kansas 66202

Dear Committee Members:

Berberich Trahan & Co., P.A. (BT&Co.) is pleased to have the opportunity to submit this proposal to provide professional auditing services to the City of Mission, Kansas (the City) for the year ended December 31, 2017, with options for three additional one-year periods. The City will be a valued client of our firm. We pledge that you will receive quality service from quality people. Our top quality cost-effective service is the best evidence of our ability to service the City's needs. The following proposal describes more fully why and how we can perform more effectively than any other firm. It describes our:

1. **Professional Reputation and Proven Experience** - As illustrated by the client list provided and years served, BT&Co. is well established in providing services to governmental clients. While many of our peers have decided to de-emphasize the governmental and nonprofit industries, we have continued to invest in them by committing substantial human, technological and training resources toward serving governmental clients. We know that governmental entities are being held to ever-higher levels of scrutiny, public accountability, and demands for efficiencies and performance, and we are committed to helping you meet those expectations.
2. **Service Record** - The references provided will indicate our impeccable service record with clients. We believe that our current involvement with other cities has demonstrated our ability to perform to your specifications both from quality and timeliness viewpoints, including the availability of client-service team individuals, which enables us to respond to day-to-day inquiries promptly. We are committed to performing the work within the time frame prescribed in the RFQ.
3. **Staffing** - We have committed to assign experienced government auditors to the engagement team. This would include Stacey Hammond, Karen Linn, and Emily Sheldon. Because of the significant amount of governmental auditing that we perform, all of our audit team members meet the GAO continuing professional education requirements. Our staffing will provide for an effective and timely audit and will result in minimum disruption to the operations of the City.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.



Audit Screening and Selection Committee

City of Mission, Kansas

August 1, 2017

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4. **Competitive Professional Fees** - We believe that the audit fee we are proposing is fair considering your state and federal reporting requirements and is commensurate with the work to be performed.

5. **Research Abilities** - We are formally associated with the world's fifth-largest accounting firm, RSM US LLP. As a member of the RSM US Alliance, we have access to the most up-to-date, industry-specific information available and some of the most sophisticated practitioners in the accounting profession. BT&Co.'s experience and expertise, combined with RSM US LLP's resources, will maximize the value of your audit.

We believe the attached proposal meets the requirements of your request for qualifications. This proposal is a firm and irrevocable offer for 60 days. If you have any questions or require additional information, please contact the undersigned.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Stacey A. Hammond
Director

SAH:tls

CITY OF MISSION, KANSAS

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INDEPENDENCE AND LICENSE

Statement of Independence

In accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, BT&Co. affirms independence of the City. BT&Co. will maintain an independence of mental attitude in all matters related to this engagement and, further, in accordance with the professional ethics established by the American Institute of Certified Public Accountants, BT&Co. affirms that no member of the firm has had any direct or indirect business or investment relationship or other professional relationship with the City for the past five years, and that no member of the firm has any family relationships with elected officials or department heads of the City. If engaged to perform the audit, BT&Co. will give the City written notice of any professional relationships entered into during the period of this agreement which may result in a conflict of interest.

License to Practice in Kansas

Both the firm and all assigned key professional staff are properly licensed to practice in the State of Kansas.

PROFILE OF BERBERICH TRAHAN & CO., P.A.

The Firm

BT&Co. has been serving clients from our Topeka, Kansas office since 1913. Our personnel numbers 32 with 25 professional staff, including 17 certified public accountants and 12 governmental audit staff. We provide auditing, accounting, tax and management consulting services to a diverse group of clients. We are a member of the American Institute of Certified Public Accountants and participate in quality control programs. The firm is a member of the AICPA Government Audit Quality Center. It is anticipated that this audit will be staffed with Director Stacey Hammond, Manager Emily Sheldon and two staff members. In addition, Managing Director Karen Linn will be responsible for the independent quality review.

BT&Co. believes that every client, regardless of its size, is clearly entitled to expect the following:

- Frequent contact with, and ready access to, the engagement team. It goes without saying that this contact can be expected throughout the year and not just when audit activities make it necessary.
- Timely service from a competent team that fully understands the client's business and industry. Our concern for the client's operating efficiency is as great as the concern for strict compliance with governing standards and regulations.

Our client list numbers in excess of 100 audit clients and includes a broad spectrum of state and local governmental agencies. We have served cities, counties, school districts, state agencies, water districts, drainage districts, federal agencies, grant programs, and HUD projects. Our reputation for retention of clients is excellent.

Single Audit Experience

BT&Co. has extensive experience auditing government and nonprofit organizations. These audits, for many of our government and nonprofit clients, include a Single Audit in accordance with Uniform Grant Guidance. All of our audit team members are well versed in the requirements and process required to perform a Single Audit. All of our team members receive training to satisfy both the 80-hour and 24-hour rules under the Yellow Book.

Quality Control/Peer Review

All governmental audits are reviewed by the audit director and independent quality reviewer assigned to the engagement. This includes a detailed review of every work paper, and a review of the financial statements and related opinions. These reviews will be performed by Stacey Hammond, as director, and Karen Linn, as independent quality reviewer. BT&Co. quality control procedures include extensive policies and procedures relating to independence, assignment of personnel, supervision, hiring, professional development and inspection. The inspection includes intraoffice professional practice review as well as a peer review. During October 2014, BT&Co. completed a quality control review performed by external certified public accountants in accordance with the requirements of the American Institute of Certified Public Accountants. This quality review, which included governmental engagements, resulted in a "PASS" Rating, which is the highest possible rating. A copy of this report is included at the end of this document.

In addition, BT&Co. has not been subject to any desk or field reviews of our audits during the past four years, and there has been no disciplinary action taken or pending against the firm during the past four years with state regulatory bodies or professional organizations.

Membership in Professional Organizations

BT&Co. personnel are active in numerous professional organizations. The organizations in which the principals and team participate include the following:

1. American Institute of Certified Public Accountants
2. Kansas Society of Certified Public Accountants
3. Northeast Chapter of the Kansas Society of Certified Public Accountants
4. American Institute of Certified Public Accountants Government Audit Quality Center
5. Association of Government Accountants
6. Government Finance Officers Association (GFOA)

Research Abilities

Berberich Trahan & Co., P.A. has been a proud member of RSM US Alliance since 1998. RSM US Alliance is a premier affiliation of independent accounting and consulting firms in the United States, with more than 75 members in over 38 states, the Cayman Islands and Puerto Rico. This affiliation gives us access to a full range of national and international capabilities.

As a member of RSM US Alliance, Berberich Trahan & Co., P.A. has access to resources and services RSM US LLP provides its own clients. RSM US LLP is the leading provider of audit, tax and consulting services focused on the middle market, with more than 9,000 people in 86 offices nationwide. RSM US LLP is a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with more than 38,000 people in over 120 countries.

We accepted an invitation to become a member of RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today. Visit rsmus.com/alliance to learn more about our membership.

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

GASB Experience and Consulting

New GASB statements are having a significant impact on the financial statements of governmental entities. BT&Co. has been instrumental in providing training to governments and the facilitation of discussions between entities to assist finance directors and CFOs in learning and implementing the changes that these statements bring. The assigned team has led numerous training sessions on GASB standards and governmental accounting over the past several years.

The entire audit team of BT&Co. has also attended training sessions to ensure that the firm is at the forefront of the implementation of these issues, thus giving our team the expertise to assist the City in the implementation of these standards.

Additional Professional Services

BT&Co. also provides a broad range of management consulting services to governmental clients including financial planning and control, operations management and control, program and performance evaluation, indirect cost studies, and general management. Our consultants understand the specific management needs of governmental administrators at all levels and are knowledgeable about many factors, such as constitutional, legislative and administrative requirements or constraints, which are important to success in governmental consulting engagements.

We are prepared to provide the City with our full range of consulting services. Prior to commencing consulting services, we will evaluate such services to ensure that their performance will not impair our independence. The related estimated fees will be approved by the administration prior to commencing the work.

TEAM QUALIFICATIONS

Personnel/Continuity

We propose assigning the following individuals to the 2017 and subsequent engagements:

Director	Stacey Hammond
Independent Quality Reviewer	Karen Linn
Manager	Emily Sheldon

In addition, the audit will be staffed with two other auditors on a full-time basis. It is our philosophy to staff the audits with the same core team members from one year to the next to provide the most efficiency to the City.

As a result of the firm's commitment to the governmental industry, our team members are trained in the concepts of governmental audits thus assuring the quality of our staff. These individuals have extensive governmental experience and have previously participated in audits of many cities. As mentioned previously, all of our audit team members have met the GAO continuing professional education requirements. Thus, our staffing will bring a combination of experience and expertise to the audit engagement, resulting in an efficient and effective audit with little disruption to the City's daily operations.

Brief Resumes of Audit Team

Engagement Director - Stacey Hammond, CPA, CGFM

Stacey is a director in our office and is a certified public accountant and a certified government financial manager who has over 20 years of experience, with extensive experience auditing governmental entities. She has assisted many clients with report presentation, statistical information and review of technical financial statements for submission to the GFOA Certificate of Achievement Program. Stacey is a graduate of Kansas State University and the University of Kansas. She is a member of the American Institute of Certified Public Accountants, the Kansas Society of Certified Public Accountants, and the Government Finance Officers Association. Stacey is licensed to practice as a certified public accountant in Kansas and has met the Yellow Book requirement of continuing education hours in each of the past three years. She has attended AICPA, GFOA and RSM continuing education conferences and seminars on accounting, auditing and reporting for governmental entities over the past three years.

Stacey is either the engagement director or manager on the following City audits:

City of Atchison, Kansas	City of Newton, Kansas
City of Gladstone, Missouri	City of Prairie Village, Kansas
City of Leavenworth, Kansas	City of Stillwater, Oklahoma

Stacey's role during the audit will be to participate in the planning of the audit and to perform the partner review of the planning documentation, audit workpapers, and financial statements.

Independent Quality Reviewer - Karen Linn, CPA

Karen is the managing director in our office and is our Government Services Coordinator. She is a certified public accountant with over 30 years of diversified experience in the public accounting field. Karen has extensive municipal and governmental experience. In addition, she has performed and managed audits of cities, counties, the State of Kansas, school districts, and universities, including single audit experience. Karen has been instrumental in assisting clients in understanding Governmental Accounting Standards Board Statements through training sessions and roundtable discussions. She has assisted many clients with report presentation, statistical information and review of technical financial statements for submission to the GFOA Certificate of Achievement Program. Karen also has experience reviewing official statements for long-term debt financing.

Karen is a graduate of Bethel College. She is a member of the American Institute of Certified Public Accountants, the Kansas Society of Certified Public Accountants and the Northeast Chapter of the Kansas Society of Certified Public Accountants. Karen is licensed to practice as a certified public accountant in Kansas and has met the Yellow Book requirement for governmental continuing education hours in each of the past three years. Karen has attended numerous AICPA, GFOA and RSM continuing education conferences and seminars on accounting and auditing for governmental entities over the past 3 years. Karen is the firm's designated Audit Director for firm-wide responsibility for the quality of the firm's governmental audit practice (Governmental Audit Quality Center requirement).

Karen is the engagement director for the following City audits:

City of Derby, Kansas
City of El Dorado, Kansas
City of Stillwater, Oklahoma

City of Auburn, Kansas
City of De Soto, Kansas

Karen's role during the audit will be to perform the independent review of the financial statements.

Manager - Emily Sheldon, CPA

Emily is a manager in our office. She is a certified public accountant with over five years of experience, with experience auditing government and nonprofit organizations. Emily is a graduate of the University of Kansas. She is a member of the AICPA, the KSCPA, and the GFOA. Emily is a graduate of the KSCPA's 20 up to 40 Leadership Program and is an active KSCPA Alumni Ambassador. She presented continuing professional education relating to Single Audits at the 2017 KSCPA Governmental Nonprofit Accounting & Auditing Conference and has attended AICPA, GFOA, and RSM US LLP continuing education conferences and seminars on accounting, auditing, and reporting for governments and nonprofit entities. Emily is licensed to practice as a certified public accountant in Kansas.

Emily is the engagement manager on the following City audits:

City of Derby, Kansas
City of Leavenworth, Kansas
City of De Soto, Kansas

City of Gladstone, Missouri
City of Prairie Village, Kansas

Emily's role during the audit will be to participate in the planning of the audit, to provide supervision over the audit fieldwork, and to perform a detailed review of the audit planning documentation, audit workpapers, and financial statements.

Please see Appendix D for schedules of continuing education courses taken for each of these team members.

SIMILAR GOVERNMENTAL ENGAGEMENTS

Major Governmental Engagements

The following five clients represent the most significant audits performed in the last five years that are similar to the City.

City of Leavenworth, Kansas:

Scope of work: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the Single Audit Act, Uniform Guidance and OMB's Compliance Supplement and the Kansas Municipal Audit and Accounting Guide. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 475
Audit Dates: 1997 to present
Principal client contact: Ruby Maline, Director of Finance, (913) 684-0350
Engagement Partner: Stacey Hammond
Engagement Manager: Emily Sheldon
Link to CAFR: www.lvks.org

City of Gladstone, Missouri:

Scope of work: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the Single Audit Act, Uniform Guidance and OMB's Compliance Supplement and the Kansas Municipal Audit and Accounting Guide. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 450
Audit Dates: 2013 to present
Principal client contact: Dominic Accurso, Interim Director of Finance, (816) 436-2200
Engagement Partner: Stacey Hammond
Engagement Manager: Emily Sheldon
Link to CAFR: www.gladstone.mo.us

City of Derby, Kansas:

Scope of work: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the Single Audit Act, Uniform Guidance and OMB's Compliance Supplement and the Kansas Municipal Audit and Accounting Guide. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 425
Audit Dates: 2007 to present
Principal client contact: Jean Epperson, Director of Finance, (316) 788-1519
Engagement Partner: Karen Linn
Engagement Manager: Emily Sheldon
Link to CAFR: www.derbyweb.com

City of Atchison, Kansas:

Scope of work: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the Single Audit Act, Uniform Guidance and OMB's Compliance Supplement and the Kansas Municipal Audit and Accounting Guide. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 325
Audit Dates: 1992 to present
Principal client contact: Becky Anderson, Director of Finance, (913) 367-5500
Engagement Partner: Stacey Hammond
Engagement Manager: Matt Deutsch
Link to CAFR: www.cityofatchison.com

City of Prairie Village, Kansas:

Scope of work: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the Kansas Municipal Audit and Accounting Guide. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 300
Audit Dates: 2012 to present
Principal client contact: Lisa Santa Maria, Director of Finance, (913) 381-6464
Engagement Partner: Stacey Hammond
Engagement Manager: Emily Sheldon
Link to CAFR: www.pvkansas.com

Other Governmental Audit Experience

The following is a representative listing of our current governmental clients served. Many of these organizations are of similar size and scope as the City.

City of Atchison, Kansas (1)(2)
City of Auburn, Kansas
City of De Soto, Kansas
City of Derby, Kansas (1)(2)
City of El Dorado, Kansas (1)(2)
City of Gladstone, Missouri (1)(2)
City of Leavenworth, Kansas (1)(2)
City of Newton, Kansas (2)
City of Prairie Village, Kansas (2)
City of Stillwater, Oklahoma (1)(2)
Auburn-Washburn U.S.D. No. 437 (1)
Fort Leavenworth U.S.D. No. 207 (1)
Jefferson County North U.S.D. No. 339 (1)
Jefferson West U.S.D. No. 340 (1)
Santa Fe Trail U.S.D. No. 434 (1)
Shawnee Heights U.S.D. No. 450 (1)
Topeka Public Schools U.S.D. No. 501(1)
Highland Community College (1)
Leavenworth County, Kansas (1)
Leavenworth Housing Authority (1)
Missouri Department of Natural Resources Clean Water State Revolving Fund
Missouri Department of Natural Resources Drinking Water State Revolving Fund
Prairie Band Potawatomi Nation (1)
Sac and Fox Gaming Commission
Topeka and Shawnee County Public Library
Topeka Metropolitan Transit Authority (1)

(1) – Indicates a Single Audit requirement during at least one of our years of service to the client

(2) – Indicates submission to GFOA and receipt of Certificate of Achievement for Excellence in Financial Reporting

AUDIT APPROACH

Scope and Objectives

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and, accordingly, will include such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances to express an opinion on the financial statements of the City. Our audit will also be conducted in accordance with the following:

- *Government Auditing Standards* (current applicable revision), issued by the Comptroller General of the United States.
- The AICPA industry audit guide, *Audits of State and Local Governmental Units* (current applicable revision).
- Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
- *OMB Compliance Supplement*.
- The Single Audit Act of 1984, including amendments in 1996.
- *Kansas Municipal Audit and Accounting Guide* approved by the Division of Accounts and Reports.

We anticipate the issuance of the following reports:

- An opinion as to whether each opinion unit in the basic financial statements is presented fairly in accordance with accounting principles generally accepted in the United States of America and an opinion as to whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole. It is anticipated that the scope of the opinion will be similar to the prior years.
- If applicable, a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with Uniform Guidance.
- A report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements in accordance with *Government Auditing Standards*.
- If applicable, a schedule of findings and questioned costs or schedule of findings and responses, including the following three components:
 - A summary of the auditors' results, including components required by Uniform Guidance
 - Findings and questioned costs for the financial statements which are required to be reported in accordance with GAGAS.
 - Findings and questioned costs for Federal awards including significant deficiencies and material weaknesses, if any, related to major programs. Any items reportable as required under Uniform Guidance would be reported here.

Audit Performance

An audit of financial statements, like any scientific inquiry, requires the auditor to assemble raw information, analyze this material and report the results. In recent years, BT&Co. has used innovative audit techniques to match the increasing sophistication of management information systems and the growing need for an effective and reliable system of internal accounting controls.

This section describes how BT&Co. will conduct the examination of the City. While audits by different firms may appear to be identical, they can be differentiated if two characteristics are considered:

- The extent to which the auditing firm attempts to obtain an understanding of the client in advance of the examination and tailor the auditing procedures to the conditions and needs of the client; and
- The additional skills and processes the auditor can bring to the engagement which will translate into an effective and efficient examination.

We believe our approach has such characteristics. Our examination will include:

- Planning,
- Systems evaluation,
- Testing, and
- Reporting.

Planning

The planning phase establishes the proper foundation for the direction of the audit. It encompasses the following tasks:

- Obtain an understanding of the operating environment in accordance with auditing standards. This will begin with the necessary understanding and documentation of the environment in which the City operates. An understanding would be obtained through interviews with personnel, review of documents and observation of systems in place at the City.
- Review information technology operations including current status and anticipated changes.
- Conduct analytical reviews. One of the most inefficient ways to conduct an audit is to spend significant time examining transactions that have little or no importance to the financial statements as a whole, or which represent minimal risk. Typically, many such areas exist in organizations the size of the City. In analytical reviews, however, the auditor studies the budgets and financial statements and looks for unusual trends and results. At this time, interrelationships of other functional areas with the accounting system are identified. Extended audit procedures can then be focused on the areas of unusual results or potential audit risk. Our staff is trained in the concepts of analytical review, and we will utilize the technique in conducting the audit of the City's systems.

- Identify major areas of audit concern and define major audit objectives. This would include determining laws and regulations that will be subject to audit test work through review of City minutes, review of financial statements and interviews with City management personnel.
- Meet with the City's personnel to discuss planning, procedures, timing, etc.
- Finalize the audit plan.

Systems Evaluation

The work accomplished in the planning phase provides the framework for a review of the systems and procedures and the determination of the extent to which they can be relied on to produce reliable financial data. As a result of this review, we will determine that a clear and concise delineation of the flow and recording of accounting transactions is documented. This review and determination is called the systems evaluation phase. It includes three tasks:

- Review internal accounting control systems.
- Identify control strengths and weaknesses.
- Develop a tailored audit program.

Testing

Once the tailored audit program is developed, we will conduct both compliance tests and substantive tests.

- **Compliance Tests** - We will test compliance with established control procedures by ascertaining that the significant strengths within each system are functioning as described. Particular attention will be placed on controls over the processing of information related to the major areas of audit concern. We will also identify and test for compliance with applicable laws (including state statutes), regulations and governmental policies, including single audit test work, if applicable. Samples will be drawn as necessary to test controls using random sample techniques to the extent the population lends itself to such a process. In the event the sample does not lend itself to random sampling, a haphazard sample will be selected from the population.
- **Substantive Tests** - These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system that appears on the financial statements. The extent of our detailed substantive work will be governed by the results of our compliance tests of accounting internal controls. These tests will include third party confirmation of your financial institution accounts and other investments, property, sales and franchise tax revenue, grant revenue and other financial statement accounts which lend themselves to confirmation. A detailed analytical review will be performed during this phase of the audit work to identify in detail the unusual trends or relationships which may indicate a need to test further. Corroborating evidence will be obtained to support changes that have occurred.

Use of Software

BT&Co. uses Caseware Working Papers software (specifically tailored for RSM), allowing us to perform our audits in a “paperless” environment, which increases efficiency and reduces waste. Our firm also uses a secure and encrypted file sharing system to transmit documents and information via email. We will provide the City with electronic and paper audit reports. We also retain our audit workpapers and reports electronically in a document management system.

Proposed Segmentation

Planning	30 hours	Director, Manager and Staff
Systems evaluation	20 hours	Manager and Staff
Testing	145 hours	Manager and Staff
Reporting	50 hours	Director, Manager and Staff
Supervision and review	40 hours	Director and Manager
Typing/Clerical/QC	<u>15</u> hours	Administrative Team
	<u>300</u> hours	

Overall supervision of all segments will be performed by Manager Emily Sheldon during the fieldwork.

Identification of Anticipated Potential Audit Problems

Per our review of the City’s 2016 CAFR and the information provided in the Request for Qualifications for audit services, we have not identified any potential problems in performing the audit. If we do encounter a problem, we will immediately inform the proper level of management at the City and work with the City to resolve the issue in a timely manner.

Reporting

All governmental audits are reviewed by the audit director and by the independent quality reviewer assigned to the engagement. This includes a detailed review of every work paper, and a review of the financial statements and related opinions. Stacey Hammond, as director, and Karen Linn, as independent quality reviewer, will perform these reviews. At the conclusion of our audit of the financial statements, we will issue our reports in accordance with the scope of our examination previously discussed. Additionally, we will assist the City in submitting the report for the GFOA Certificate of Achievement for Excellence in Financial Reporting. We will review the audit report through the use of checklists used by the GFOA reviewers to ensure that the report is in compliance with the GFOA program.

Management Letter

We place great emphasis on preparing management letters which contain constructive, practical recommendations regarding internal control and operating improvement opportunities when significant deficiencies and/or material weaknesses, are present. The letter is reviewed initially with the appropriate City officials while the comments are in draft form.

Timing

We would begin our planning of the engagement as soon as the contract is awarded. Periodic progress meetings will be held with the Assistant City Administrator/Finance Director prior to, during and upon completion of the fieldwork. Emily Sheldon will be the person responsible for monitoring the progress through the use of time budgets, and the reporting of such to the City. Our audit team size is sufficient to complete the fieldwork in the time frame required to meet the deadlines. We are prepared to schedule the engagement to satisfy the deadline for delivery of the draft and final audit reports which includes interim audit fieldwork as is deemed necessary to meet the deadline. We also anticipate as part of the audit process a meeting with the City Council to discuss the scope of our work and findings.

Materiality

For governmental entities, our firm calculates materiality at the opinion unit level using a weighted percentage of assets and revenues of the opinion unit. In general terms and ignoring qualitative aspects, we consider all variances that are less than 3% of opinion unit materiality to be immaterial. In addition, variances that are 3 – 20% of opinion unit materiality are generally accumulated in a schedule of passed adjustments. Variances greater than 20% of opinion unit materiality are evaluated and may be considered audit adjustments or may be added to the schedule of passed adjustments depending on the amount of other identified variances.

Other

We will be responsible for communicating and interpreting significant changes in governmental reporting. This will include inquiries received from City staff during the year.

The Governmental Accounting Standards Board issues statements periodically that have a significant impact on governmental financial statements. BT&Co. assists our governmental clients with the implementation of these standards through training sessions and/or roundtable discussions or consultations as required, due to the complexity of the new standard.

Sample Reports

See the Similar Governmental Engagements section for links to Comprehensive Annual Financial Reports that show our formats for required reports.

APPENDIX A

RESPONDENT GUARANTEES

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: Stacey Hammond

Name (typed): Stacey A. Hammond

Title: Director

Firm: Berberich Trahan & Co., P.A.

Date: 8-1-17

APPENDIX B

RESPONDENT WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Kansas laws with respect to foreign (non-state of Kansas) corporations.

- B. Respondent warrants that it is willing and able to provide a Certificate of Errors and Omissions Insurance providing \$1,000,000 per occurrence and as an annual aggregate professional liability coverage for willful or negligent acts or omissions of any officers, employees or agents thereof; \$1,000,000 combined single limit per occurrence comprehensive general liability; and statutory workers compensation; and \$100,000 each occurrence employer's liability. The successful respondent shall be required to maintain and carry such insurance in force for the duration of the contract with a certificate furnished prior to entering into a contract.

Prior to any material change or cancellation in the above insurance, the City of Mission, its officers, commissions, agents, and employees will be given thirty (30) days advanced written notice by certified mail to 6090 Woodson Street, Mission, Kansas 66202. In the event of an occurrence, it is further agreed that any insurance maintained by the City of Mission, Kansas, its officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

- C. Respondent warrants that it will not delegate, assign, transfer or subcontract its responsibilities under any resultant agreement without the prior written permission of the City.

- D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

- E. Respondent warrants that it understands it is required to adhere to the Contract requirements set forth in this RFQ and all of the requirements of the RFQ which will be an attachment to the contract.

Signature of Official: Stacey Hammond

Name (typed): Stacey A. Hammond

Title: Director

Firm: Berberich Trahan & Co., P.A.

Date: 8-1-17

APPENDIX C

SCHEDULE OF HOURS FOR THE AUDIT OF THE 2017 FINANCIAL STATEMENTS

Hours: _____

Partners: _____ 25 _____

Managers: _____ 100 _____

Supervisory staff: _____ 80 _____

Staff: _____ 80 _____

Other (specify): Administrative _____ 15 _____

Totals: _____ 300 _____

CONTINUING PROFESSIONAL EDUCATION
 STACEY HAMMOND
 2013 THROUGH 2016

DATE	COURSE	SPONSOR	HOURS
1/7/2013	What You Haven't Yet Heard About the Clarity Standards	McGladrey Pullen	2
1/10/2013	A&A Leader Roundtable	McGladrey Pullen	3.5
1/10/2013	A&A Leader Roundtable	McGladrey Pullen	6.5
1/10/2013	A&A Leader Roundtable	McGladrey Pullen	1
1/25/2013	EBP Fair Value Disclosures Live Forum	AICPA	2
1/29/2013	Insights Into the American Taxpayer Relief Act of 2012	KSCPA	1
2/6/2013	An Overview of the New GASB Pension Accting. Standards	AICPA	2
3/5/2013	How Pension Accounting is About to Change	GFOA	2
4/25/2013	Audits of Employee Benefit Plans	McGladrey Pullen	2.5
4/25/2013	Audits of Employee Benefit Plans	McGladrey Pullen	0.5
4/30/2013	GAQC Annual Update	AICPA	2
6/4/2013	Gov & NFP A&A Conference	KSCPA	14
6/4/2013	Gov & NFP A&A Conference	KSCPA	2
6/12/2013	Tax Accruals for the Audit	BT&Co.	1
6/26/2013	Understanding & Imp. the GASB's New Guidance on Def Outflows/Inflows of Res.	GFOA	2
8/6/2013	New Substantive Testing Policies	McGladrey Pullen	2
9/13/2013	Women's Leadership Conference	KSCPA	3
9/25/2013	Ethics in Today's Business	KSCPA	2
9/26/2013	The New Data Collection Form & Imp. Clearinghouse System Chgs.	AICPA	2
10/15/2013	Municipal Securities Offerings	AICPA	2
10/28/2013	Leases - The Proposed New Accting. Standards on Leases	McGladrey Pullen	2
11/7/2013	Annual GAAP Update	GFOA	4
12/12/2013	Audit Year-End Alert Update	McGladrey Pullen	1
12/12/2013	Audit Year-End Alert Update	McGladrey Pullen	1
12/17/2013	Annual Year End Internal CPE	BT&Co	5
12/17/2013	Annual Year End Internal CPE	BT&Co	0
4/30/2014	Audits of Employee Benefit Plans	McGladrey Pullen	1
4/30/2014	Audits of Employee Benefit Plans	McGladrey Pullen	0.5
4/30/2014	Audits of Employee Benefit Plans	McGladrey Pullen	1.5
5/14/2014	2014 Financial Statistics Survey Presentation	McGladrey Pullen	1
6/9/2014	Governmental Nonprofit Accounting & Auditing Conference	KSCPA	14
6/10/2014	Governmental Nonprofit Accounting & Auditing Conf - Ethics	KSCPA	2
6/30/2014	It's All About Relationships . . . And Results!	KSCPA	7
8/25/2014	Implementing the New GASB Pension Standards	KPMG	3.5
9/21/2014	AICPA Government Conference	AICPA	11
9/21/2014	AICPA Government Conference	AICPA	5.5
9/25/2014	Uniform Guidance for Federal Awards	AICPA	2
11/6/2014	Annual GAAP Update	GFOA	4
12/16/2014	Audit Year-End Alert Update	McGladrey Pullen	1
12/16/2014	Audit Year-End Alert Update	McGladrey Pullen	1

1/9/2015	Audit Planning, KMAG Update, Peer Review Update	BT&Co	3
4/28/2015	GAQC Annual Update	AICPA	2
5/8/2015	Audits of Employee Benefit Plans - 2015	McGladrey Pullen	3
5/12/2015	Regulatory Update/Common Operational Defects & F/S Effects	McGladrey Pullen	1
5/12/2015	Regulatory Update/Common Operational Defects & F/S Effects	McGladrey Pullen	1
5/12/2015	ESOP Overview	AICPA	1
6/1/2015	Government Nonprofit A&A Conf.	KSCPA	15
6/1/2015	Government Nonprofit A&A Conf.	KSCPA	1
6/10/2015	2015 OMB Compliance Supplement and Single Audit	AICPA	2
6/19/2015	Single Audit Planning, SSARS 21 and Excel	BT&Co	2
6/19/2015	Single Audit Planning, SSARS 21 and Excel	BT&Co	2
7/15/2015	GASB 68 Accounting & Financial Reporting for Pensions Workshop	KPMG	2
7/28/2015	Reviewing an ESOP Valuation	AICPA	1
9/23/2015	Ethics	KSCPA	2
11/5/2015	Annual Governmental GAAP Update	GFOA	4
12/1/2015	Independence Update 2015	McGladrey Pullen	1
12/15/2015	Audit Year End Alert - 2015	McGladrey Pullen	1
12/15/2015	Audit Year End Alert - 2015	McGladrey Pullen	1
1/8/2016	Planning, Single Audit & Government Refresher	BTC	5
4/25/2016	2016 McGladrey Alliance Financial Statistics Survey	McGladrey Pullen	1
5/19/2016	Audits of Employee Benefit Plans Update - 2016	McGladrey Pullen	2
6/6/2016	Gov. NP A&A Conference	KSCPA	6
6/6/2016	Gov. NP A&A Conference	KSCPA	2
6/9/2016	OMB 2016 Supplement	AICPA	2
6/24/2016	2016 GAQC Annual Update Webcast	AICPA	2
6/28/2016	EBP - Considerations of Laws and Regulations	McGladrey Pullen	0.5
6/28/2016	EBP - Considerations of Laws and Regulations	McGladrey Pullen	1.5
7/8/2016	Accounting for Leases - Current Standards of ASC 840	McGladrey Pullen	2
8/8/2016	AICPA Governmental A&A Update Conference Online	AICPA	14
8/8/2016	AICPA Governmental A&A Update Conference Online	AICPA	1.5
8/8/2016	AICPA Governmental A&A Update Conference Online	AICPA	1

CONTINUING PROFESSIONAL EDUCATION
KAREN LINN
2013 THROUGH 2016

DATE	COURSE	SPONSOR	HOURS
1/25/2013	EBP Fair Value Disclosures Live Forum	AICPA	2
2/6/2013	An Overview of the New GASB Pension Accting. Standards	AICPA	2
4/25/2013	Audits of Employee Benefit Plans	McGladrey Pullen	2.5
4/25/2013	Audits of Employee Benefit Plans	McGladrey Pullen	0.5
4/30/2013	GAQC 2013 Required Annual Webcast Update	AICPA	2
6/5/2013	Gov & NFP A&A Conference	KSCPA	7.5
6/10/2013	Giving Performance Feedback	McGladrey Pullen	1.5
6/10/2013	Effective Goal Setting	McGladrey Pullen	1
6/11/2013	Coaching to Develop Others	McGladrey Pullen	1.5
6/13/2013	Getting More Done in Outlook	McGladrey Pullen	1
6/26/2013	Understanding & Imp. GASBs New Guid. On Def Out/Inflows in Res.	GFOA	2
7/11/2013	THRIVE - "T" Extend Your Team	McGladrey Pullen	1
8/8/2013	THRIVE - "H" Find Their Hot Buttons	McGladrey Pullen	1
8/13/2013	New Substantive Testing Policies	McGladrey Pullen	2
9/13/2013	Women's Leadership Conference	KSCPA	3
9/25/2013	Ethics in Today's Business	KSCPA	2
10/10/2013	THRIVE - "I" Get In Sync	McGladrey Pullen	1
10/21/2013	Managing Partner Roundtable	McGladrey Pullen	9.5
10/21/2013	Managing Partner Roundtable	McGladrey Pullen	3
10/28/2013	Leases - The Proposed New Accting. Standards on Leases	McGladrey Pullen	2
11/7/2013	Annual GAAP Update	GFOA	4
12/12/2013	Audit Year-End Alert Update	McGladrey Pullen	1
12/12/2013	Audit Year-End Alert Update	McGladrey Pullen	1
12/17/2013	Annual Year End Internal CPE	BT&Co	6
12/17/2013	Annual Year End Internal CPE	BT&Co	1
12/21/2013	Ethics: Evolving Risk Landscape/Impact on Audit Opinion	KSCPA	2
1/30/2014	SOAR to Strategic Excellence Corp. Body Scan Training Session	SOAR to Strategic Excellence	16
2/21/2014	EBPAQC: Designated Partner 2014 Audit Planning	AICPA	2
4/30/2014	Audits of Employee Benefit Plans	McGladrey Pullen	1
4/30/2014	Audits of Employee Benefit Plans	McGladrey Pullen	0.5
4/30/2014	Audits of Employee Benefit Plans	McGladrey Pullen	1.5
4/29/2014	2014 GAQC Update Required Webcast	AICPA	2
5/14/2014	2014 Financial Statistics Survey Presentation	McGladrey Pullen	1
6/9/2014	Government NFP Conference	KSCPA	10
6/10/2014	Government NFP Conference - Ethics	KSCPA	2
6/23/2014	McGladrey Alliance Form General Sessions	McGladrey Pullen	9

6/24/2014	McGladrey Alliance Forum Managing Partner Session	McGladrey Pullen	3.5
6/24/2014	McGladrey Partner Roundtable Central	McGladrey Pullen	8.5
6/30/2014	It's All About Relationships . . . And Results!	KSCPA	7
8/25/2014	Implementing the New GASB Pension Standards	KPMG	3.5
9/24/2014	Ethics in Accounting	KSCPA	2
11/6/2014	Annual GAAP Update	GFOA	4
12/16/2014	Audit Year-End Alert Update - 2014	McGladrey Pullen	1
12/16/2014	Audit Year-End Alert Update - 2014	McGladrey Pullen	1
12/31/2014	ActionCOACH 2014	ActionCOACH	40
1/9/2015	Audit Planning, KMAG Update, Peer Review Update	Berberich Trahan	3
1/21/2015	EBPAQC Designated Partner 2015 Audit Planning	AICPA	2
4/28/2015	GAQC Annual Update	AICPA	2
4/30/2015	Audits of Employee Benefit Plans - 2015	McGladrey Pullen	3
5/5/2015	Managing Partner Roundtable - Central	McGladrey Pullen	10
5/5/2015	Managing Partner Roundtable - Central	McGladrey Pullen	2
6/19/2015	Single Audit Planning, SSARS 21 and Excel	BT&Co	2
6/19/2015	Single Audit Planning, SSARS 21 and Excel	BT&Co	1
6/25/2015	SSARS 21 - Reviews, Compilations & Preparations	McGladrey Pullen	2
7/15/2015	Leadership with Rich Drinon	KSCPA	1
7/15/2015	GASB 68 Accounting & Financial Reporting for Pensions Workshop	KPMG	2
10/22/2015	Fall Managing Partner Roundtable - Central	McGladrey Pullen	11
10/22/2015	Fall Managing Partner Roundtable - Central	McGladrey Pullen	2
11/3/2015	Ethics for Kansas CPA's	PASS Online	2
11/5/2015	Annual Governmental GAAP Update	GFOA	4
12/1/2015	Independence Update - 2015	McGladrey Pullen	1
12/28/2015	Forensic Accounting: Fraudulent Reporting & Concealed Assets	AICPA	7
12/30/2015	GASB Stmt. No. 68 Audit and Accounting Workshop	AICPA	7.5
12/31/2015	ActionCOACH 2015	ActionCOACH	62
1/5/2016	Nonprofit-Public Sector Conference	McGladrey Pullen	1
1/5/2016	Nonprofit-Public Sector Conference	McGladrey Pullen	0.5
1/5/2016	Nonprofit-Public Sector Conference	McGladrey Pullen	5.5
1/5/2016	A&A Breakouts	McGladrey Pullen	0.5
1/5/2016	A&A Breakouts	McGladrey Pullen	7.5
1/5/2016	A&A Breakouts	McGladrey Pullen	1
1/8/2016	Planning, Single Audit and Government Refresher	Berberich Trahan	4
1/22/2016	EBPAQC Designated Partner 2016 Audit Planning	AICPA	2
1/27/2016	2015 Kansas Legislative Changes and Enactments	KSCPA	1
4/19/2016	2016 GAQC Annual Update Webcast	AICPA	2
4/25/2016	2016 McGladrey Alliance Financial Statistics Survey	McGladrey Pullen	1
5/12/2016	Spring Managing Partner Roundtable	McGladrey Pullen	10.5
5/12/2016	Spring Managing Partner Roundtable	McGladrey Pullen	1.5
6/6/2016	Governmental Nonprofit Accounting & Auditing Conference	KSCPA	6
6/6/2016	Governmental Nonprofit Accounting & Auditing Conference	KSCPA	2
6/9/2016	OMB 2016 Supplement	AICPA	2
6/16/2016	Audits of Employee Benefit Plans Update- 2016	McGladrey Pullen	2
11/3/2016	Annual Governmental GAAP Update	GFOA	4
12/8/2016	Audit Year-End Alert - 2016	McGladrey Pullen	1
12/8/2016	Audit Year-End Alert - 2016	McGladrey Pullen	1
12/15/2016	HUD Update: For-Profit Entities Subject to the HUD Cons. Audit Guide	AICPA	2

CONTINUING PROFESSIONAL EDUCATION
EMILY SHELDON
2013 THROUGH 2016

DATE	COURSE	SPONSOR	HOURS
1/4/2013	Auditing 1	Berberich Trahan & Co.	5
1/21/2013	Tax for Non-Tax Professionals	McGladrey & Pullen	3
5/10/2013	Student Financial Aid-Basic	McGladrey & Pullen	2
5/13/2013	Protecting our Stakeholders: Ethics & Fin. Stewardship	CPA Crossings, LLC	2
5/17/2013	Planning and Completion and Basic Single Audit	Berberich Trahan & Co., P.A	3
5/30/2013	Adv. Accounting & Auditing: Getting Ready for the Summer Audit Season	AICPA	1
6/12/2013	Tax Accruals for the Audit	BT&Co.	1
6/13/2013	2013 OMB Compliance Supplement & the Latest Rev. to Circ. A-133	AICPA	2
8/13/2013	New Substantive Testing Policies	McGladrey & Pullen	2
9/11/2013	McGladrey Risk Assessment	McGladrey & Pullen	3
9/30/2013	Intro to NFP A&A Issues	McGladrey & Pullen	3
10/24/2013	Fraud in the Gov. & NFP Env.: What a Steal!	AICPA	12
10/25/2013	The Characteristics of an Auditor	KSCPA	2
11/21/2013	Adv. A&A for Non-Public Entities Q4	AICPA	2
12/5/2013	18th Annual Governmental GAAP Update	GFOA	4
12/17/2013	Annual Year End Internal CPE	BT&Co	6
12/17/2013	Annual Year End Internal CPE	BT&Co	2
3/12/2014	Don't be the Last to Know: Fraud Considerations . . .	AICPA	2
4/29/2014	2014 Required GAQC Annual Webcast	AICPA	2
6/9/2014	Governmental & NFP A&A Conference	KSCPA	14
6/9/2014	Governmental & NFP A&A Conference - Ethics	KSCPA	2
6/18/2014	2014 OMB Compl. Supp. & the Latest on Rev. to Cir. A-133	AICPA	2
11/14/2014	Just the Facts Jack! - How the New SSARS is Going to Chg Practice	KSCPA	1
12/9/2014	Advanced Governmental Accounting	GFOA	16
1/6/2015	Auditing I	BT&Co	4.2
4/28/2015	GAQC 2015 Annual Update	AICPA	2
6/1/2015	Government Nonprofit A&A Conf.	KSCPA	7
6/1/2015	Government Nonprofit A&A Conf.	KSCPA	1
6/10/2015	2015 OMB Compliance Supplement and Single Audit	AICPA	2
6/19/2015	Single Audit Planning, SSARS 21 and Excel	BT&Co	2
6/19/2015	Single Audit Planning, SSARS 21 and Excel	BT&Co	2
7/23/2015	"20 Up to 40" Leadership Program - Session 1	KSCPA	12.5

9/24/2015	"20 Up to 40" Leadership Program - Session 2	KSCPA	11
10/27/2015	"20 Up to 40" Leadership Program - Session 3	KSCPA	2
11/5/2015	Annual GAAP Update	GFOA	4
11/19/2015	Ethics for Kansas CPAs	McGladrey & Pullen	2
11/23/2015	Forensic Accting: Eng, Analytical & Inv Tech, Coll & Exam of Docs	AICPA	2.5
11/23/2015	Forensic Accting: Role; Scan, Schemes & AU-C 240, Written Reps	AICPA	2
11/24/2015	Nonprofit Accounting: Exchg Trans, Contributions & Agency Trans	AICPA	1
11/24/2015	Nonprofit Accounting: Financial Reporting	AICPA	1
11/24/2015	Nonprofit Accounting: Gains & Losses, Expenses & Reclassifications	AICPA	1
11/24/2015	Nonprofit Accounting: Investments & Split-Interest Agreements	AICPA	1
11/24/2015	Nonprofit Accounting: The NP Env. & GAAP, & Performance Meas.	AICPA	1
12/10/2015	Advanced Financial Reporting	GFOA	16
12/15/2015	Audit Year End Alert - 2015	McGladrey & Pullen	1
12/15/2015	Audit Year End Alert - 2015	McGladrey & Pullen	1
1/8/2016	Planning, Single Audit & Government Refresher	Berberich Trahan & Co., P.A	7
1/14/2016	"20 Up to 40" Leadership Program - Session 4	KSCPA	0
6/6/2016	Gov. NP A&A Conference	KSCPA	6
6/6/2016	Gov. NP A&A Conference	KSCPA	2
6/7/2016	"20 Up to 40" Leadership Program - Session 5	KSCPA	2
6/17/2016	Refining Your Leadership Philosophy and Style	KSCPA	1
6/17/2016	Recognizing and Relating to Four Behavioral Styles	KSCPA	1
6/24/2016	2016 GAQC Annual Update Webcast	AICPA	2
7/13/2016	Understanding the New Leases Standard	AICPA	1
8/11/2016	Compliance Audit Update - Advanced	McGladrey & Pullen	2
10/12/2016	Accounting for Leases - Current Standards of ASC 840	McGladrey & Pullen	2
10/17/2016	AICPA Government & NP Conference videocast	AICPA	4
10/17/2016	AICPA Government & NP Conference videocast	AICPA	11
10/20/2016	Inventory Observation	McGladrey & Pullen	1
10/27/2016	GASB's Fair Value: Audit and Accounting Issues	AICPA	2
11/3/2016	Annual GAAP Update	GFOA	4
11/28/2016	Giving Performance Feedback	McGladrey & Pullen	1.5

222.7



System Review Report

October 24, 2014

To the Directors of
Berberich Trahan & Co., P.A.
and the Peer Review Committee of the Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. (the "Firm") in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Berberich Trahan & Co., P.A. has received a peer review rating of *pass*.

Brown Smith Wallace, LLC

Brown Smith Wallace, LLC



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

September 28, 2017

Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
6090 Woodson Road
Mission, Kansas 66202

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Mission, Kansas (the City), which comprise governmental activities, each major fund, aggregate remaining fund information and the budgetary comparisons for the major funds as of and for the year ended December 31, 2017 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the "Kansas Municipal Audit and Accounting Guide." Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

3630 SW Burlington Road, Topeka, Kansas 66611 | T: 785.234.3427 | Toll-Free: 800.530.5526 | F: 785.233.1768 | W: btandco.com



Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and



Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
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- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information and the supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI or supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI or supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
Page 4

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Berberich Trahan & Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Berberich Trahan & Co., P.A. also has not performed any procedures relating to this [official statement] [memorandum].

Because Berberich Trahan & Co., P.A. will rely on the City and its management and City Council to discharge the foregoing responsibilities, the City holds harmless and releases Berberich Trahan & Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, Berberich Trahan & Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the City's personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Brian Scott, Assistant City Administrator/Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.



Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
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Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

RSM US LLP will be available to support Berberich Trahan & Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

Berberich Trahan & Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from the City's personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement



Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
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If any of the aforementioned criteria are not met, then fees may increase. In accordance with our proposal, our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 27,000. This fee does not include additional work to be performed if a Single Audit is required as a result of federal expenditures exceeding \$ 750,000 in any one year. If a Single Audit is required, there will be an additional \$ 3,000 - \$ 4,000 fee per major program for compliance testing and reporting. The quoted fee for the year ended December 31, 2017 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our association with the CAFR is to consist of assistance with preparation of the CAFR and review the CAFR to insure its readiness for submission.

Claim Resolution

The City and Berberich Trahan & Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Berberich Trahan & Co., P.A. or the date of this arrangement letter if no report has been issued. The City waives any claim for punitive damages. Berberich Trahan & Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to Berberich Trahan & Co., P.A. for the services rendered under this arrangement letter.



Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
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If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and Berberich Trahan & Co., P.A. both agree that any dispute over fees charged by Berberich Trahan & Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Berberich Trahan & Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between Berberich Trahan & Co, P.A. and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Stacey Hammond
Director

SAH:tls
Enclosures



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Mr. Brian Scott
Assistant City Administrator/Finance Director
City of Mission, Kansas
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Confirmed on behalf of the City of Mission, Kansas:

Assistant City Administrator/Finance Director

Date

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	September 27, 2017
Administration	From:	Laura Smith

Action items require a vote to recommend the item to full City Council for further action.

RE: Update on Implementation of Classification and Compensation Study Recommendations and Request for Additional Funding

RECOMMENDATION: Approve additional funding in the amount of \$23,016 to implement the market pay compression recommendations from the 2017 Classification and Compensation Study.

DETAILS: In March 2017, the City contracted with The Austin Peters Group (APG) to conduct a classification and compensation study. During a worksession earlier this summer, the Council heard initial findings from APG, and subsequently directed staff to develop an implementation plan for the study's recommendations. The final report and implementation strategies and recommendations was adopted by the Council at the August 16, 2017 City Council meeting.

The final report and implementation recommendations were adopted by the Council at the August 16, 2017 City Council meeting. In addition to adopting an overall compensation philosophy, approving new salary ranges, and moving employees to the new range minimums, the most significant implementation step in the process was the one-time market compression pay adjustment.

Following Council's final approval in August, I began working through the recommended changes for each individual employee. Based on the employee turnover which has occurred since the study was prepared in mid-June, it became obvious very quickly that it could be financially feasible to address the market compression issue more comprehensively than originally anticipated.

After fully costing out an alternative scenario, and discussing with the Mayor and the Leadership Team, I am respectfully requesting additional funding in the amount of \$23,016 to accomplish the one-time market compression adjustments. Taking the opportunity now to push employees further into the salary ranges not only provides a more immediate benefit for them, but helps to alleviate the need to continue to "catch-up" the City's classification and compensation plan with the market.

The previous estimated impact on base wages on an annual basis was \$132,456, with an estimated annual impact on additional salary related benefits (FICA, KPERs, KPF, etc.) of \$53,367, bringing the total annual implementation amount to \$185,823. With the additional changes requested/recommended, the new annual total for implementation of the classification and compensation recommendations is approximately \$187,694, which can still be accomplished in both the 2017 and 2018 budgets.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	September 27, 2017
Administration	From:	Laura Smith

Action items require a vote to recommend the item to full City Council for further action.

The recommended changes to the implementation strategy and the anticipated impacts on various department and employees are outlined in the memo included in the packet.

CFAA CONSIDERATIONS/IMPACTS: The recommended total compensation strategy considers wages and benefits which support employees of all abilities and in all life stages.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	



MEMORANDUM

Date: September 28, 2017
To: Mayor and City Council
From: Laura Smith, City Administrator
RE: Classification and Compensation Study Implementation Update and Request for Additional Funding

In March 2017, the City contracted with The Austin Peters Group (APG) to conduct a classification and compensation study. According to the study, Mission's overall salary and compensation structure competed, on average, at the 40th percentile of the market, meaning that out of 10 employers, 4 paid less than the City and 6 paid more. Following a worksession earlier this summer, the Council directed staff to develop an implementation plan for the study's recommendations which would move the City closer to the 60th percentile of the market.

The final report and implementation recommendations were adopted by the Council at the August 16, 2017 City Council meeting. In addition to adopting an overall compensation philosophy, approving new salary ranges, and moving employees to the new range minimums, the most significant implementation step in the process was the one-time market compression pay adjustment. Following Council's final approval in August, I began working through the recommended changes for each individual employee. Based on the employee turnover which has occurred since the study was prepared in mid-June, it became obvious very quickly that it could be financially feasible to address the market compression issue more comprehensively than originally anticipated.

After fully costing out an alternative scenario, and discussing with the Mayor and the Leadership Team, I am respectfully requesting additional funding in the amount of \$23,016 to accomplish the one-time market compression adjustments. Taking the opportunity now to push employees further into the salary ranges not only provides a more immediate benefit for them, but helps to alleviate the need to continue to "catch-up" the City's classification and compensation plan with the market.

Following adoption of the new salary ranges (effective September 1st) the first implementation step was to ensure all employees were being paid at the minimum of their proposed range. As of the September 22, 2017 implementation date, fourteen (14) employees received adjustments, with an estimated annual financial impact of \$29,121 to base wages. Of that total, the range minimum adjustments were distributed among the various departments as follows:



MEMORANDUM

Department	% of Total Budget	# Employees Impacted
Police	39.03%	4 of 27
Court	0%	0 of 3
Public Works	38.37%	6 of 10
Administration	0.38%	1 of 7
Community Development	3.55%	1 of 3
Parks & Recreation	18.67%	2 of 11

The next step in the implementation process is to fund market adjustments to existing salaries. The Council may recall that, overall, the City's current salaries lagged the market. In order to address this issue, the study recommended a one-time market pay compression adjustment where appropriate. The City Administrator and Assistant City Administrator worked with the consultant to estimate strategic adjustments based on a formula that considered an employee's tenure in the position, a targeted benchmark location within the range, and performance over the last three years.

The goal at implementation is to push employees as far toward the identified market target as is financially feasible, both in the short and long-term. When the study's initial recommendations were presented, a one-time market pay compression adjustment with an estimated annual cost of \$103,543.86 to base wages was recommended and approved. For an additional \$23,016, we could provide thirty (30) employees with a full market compression adjustment, and move another fourteen (14) employees closer to their market targets than originally anticipated. There are seventeen (17) employees who will receive no adjustment as a result of the study's recommendations.

Market adjustments were capped at 10%. The average market adjustment across all departments was 7%, and there were seventeen (17) employees whose adjustments were capped at 10%. All employees will be eligible for merit increases in connection with annual performances evaluations in October/November.



MEMORANDUM

Details of how the total annual base wage impacts are distributed by department are detailed in the table below:

Department	% of Total Budget	% Employees Impacted	# Employees Impacted
Police	59%	93%	25 of 27
Court	6%	100%	3 of 3
Public Works	8%	60%	6 of 10
Administration	7%	29%	2 of 7
Community Development	8%	67%	2 of 3
Parks & Recreation	12%	45%	6 of 11

The market compression adjustments impact a total of 44 of 61 (72%) of employees currently eligible for consideration. In addition to the allocation of dollars across departments, an overwhelming majority of the market compression adjustments are going to employees in the lower pay ranges. I know that ensuring these front-line, dedicated employees were a top priority in the implementation of the study recommendations was a Council goal. Total number of employees impacted by the market compression adjustments by pay grade are highlighted below:

Pay Grade	# Employees Receiving Market Adjustment	% Employees Receiving Market Adjustment
10 - 15	21	48%
16 - 20	11	25%
21 - 26	10	23%
27+	2	5%

As a precursor to bringing forward a request for additional funding, I reviewed the year to date performance of the General Fund. Revenues are strong, trending slightly ahead of budget, and expenses are also trending in a very positive direction. It is in large part due to the diligence of



MEMORANDUM

the Department Directors and their employees that our fiscal position is so strong, and I know they would join me in recommending that we take advantage of this position in the current fiscal year to advance the goals of the classification and compensation study. Similar to the recommendations brought forward in August, the additional funding is available in the 2017 budget and sustainable in the 2018 budget and beyond.

This additional consideration continues to recognize that a City's compensation philosophy is tied to many factors, including the current and future financial position, the size of the organization, the market competition, and the level of difficulty in finding and retaining qualified talent.

Next Steps

The implementation schedule approved in August anticipated employees would receive the one-time market compression adjustments with the October 6 payroll. That timeline has been delayed for two weeks in order for this recommendation for additional funding to be considered.

Following consideration of the request for additional funding, the next step will be the preparation of individual letters for each full-time employee describing the specific impacts of the study on their compensation. The steps would be implemented on the following timeline:

- October 22nd – Implement one-time market compression adjustments
- November 17th – Annual merit increases processed for employees

I know the employees continue to be appreciative of the time and attention the City Council is dedicating to this important issue. I will look forward to answering any additional questions you might have during the October 4 Finance & Administration Committee meeting.

City of Mission	Item Number:	8a, 8b, 8c and 8d.
ACTION ITEM SUMMARY	Date:	October 18, 2017
ADMINISTRATION	From:	Laura Smith

Action items require a vote to recommend the item to full City Council for further action.

RE: Mission Gateway Redevelopment Project

RECOMMENDATION: Consider and approve the ordinances and resolutions necessary to finalize the use of various economic development incentive tools in connection with the Mission Gateway Redevelopment Project.

DETAILS: Since late 2016, the City has been working with the Developer on issues related to the Gateway Redevelopment Project. On the planning and zoning front, the preliminary site plan for the current project was approved by the City Council on January 20, 2016 after a public hearing before the Planning Commission in September 2015. Final site plan approval was granted by the Planning Commission in March 2017.

Since the project's first appearance in 2005, the Developer had identified several unique development challenges and added costs which created a project financing gap. As a result, the request was made for the City consider using a variety of economic development tools to establish a public-private partnership which would be mutually beneficial for both the City and the Developer.

Over the last several months, City staff and its consultant team has been reviewing and negotiating the terms of the City's potential participation, and now presenting a recommendation for Council consideration. The attached memo's from me and from our independent financial advisor detail the process and the terms. In order to finalize the City's participation, the following items are included on the October 18 agenda for consideration:

- 8a. Ordinance Adopting a 4th Amended Gateway Redevelopment Project Plan
- 8b. Ordinance Authorizing Creation of the Gateway CID District #3
- 8c. Resolution of Intent to Issue Industrial Revenue Bonds
- 8d. Ordinance Approving 3rd Amended and Restated Redevelopment Agreement and Terminating Mission Gateway CID Districts #1 and #2

CFAA CONSIDERATIONS/IMPACTS: The higher density, mixed-use project supports multiple Council goals and objectives in providing services to residents and visitors of all ages.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	



MEMORANDUM

Date: October 17, 2017
To: Mayor and City Councilmembers
From: Laura Smith, City Administrator
RE: Mission Gateway Redevelopment Project

In 2005, The Cameron Group, LLC, a development company from East Syracuse, New York, purchased the Mission Mall property with plans to build a mixed-use development on the site. In 2006, the Planning Commission reviewed and approved the rezoning and preliminary site plan for the redevelopment of the subject property for urban development composed of retail, office, hotel, restaurant, and residential uses (Ordinance #1203). Since the initial “MXD” zoning and preliminary site plan was first approved, more than ten years ago, the project has evolved through several iterations, reflected in revised plans presented to the Planning Commission and the City Council in 2007, 2008, 2012, and 2015.

The subject property is the site of the former Mission Mall and is zoned Planned Mixed Use District “MXD”. This district is intended to encourage a variety of land uses in closer proximity to one another than would be possible with more conventional zoning districts, and to encourage building configurations that create a distinctive and memorable sense of place. Developments in this district are allowed and expected to have a mixture of residential, office and retail uses, along with public spaces, entertainment uses and other specialty facilities that are compatible in both character and function. Developments are also expected to utilize shared parking facilities linked to multiple buildings and uses by an attractive and logical pedestrian network that places more emphasis on the quality of the pedestrian experience than is generally found in typical suburban development. Buildings are intended to be primarily multi-story structures with differing uses organized vertically rather than the horizontal separation of uses that commonly results from conventional zoning districts.

The Comprehensive Plan indicates this area is appropriate for Mixed Use High-Density to be composed of a pedestrian friendly mix of neighborhood and community office uses, retail-commercial and service-commercial uses, institutional, civic, and medium to high density Residential.

The preliminary site plan for the current project was approved by the City Council on January 20, 2016 after a public hearing before the Planning Commission in September 2015. Final site plan approval was granted by the Planning Commission in March 2017.

Since 2005, the Developer had identified several unique development challenges and added costs which created a project financing gap. As a result, they requested the City consider using a variety of economic development tools to establish a public-private partnership which would be



MEMORANDUM

mutually beneficial for both the City and the Developer.

Review and Evaluation of Financing Request

When considering redevelopment projects of this nature, the City employs a team of consultants which includes an independent financial advisor, a land use attorney, and bond counsel to assist the staff in crafting a recommendation which provides for a public-private partnership that balances the needs of both the City and the Developer. Over a series of committee meetings and worksessions in the last several months, we have discussed the developer's request for the use of Tax Increment Financing (TIF), a Community Improvement District (CID), Industrial Revenue Bonds (IRBs) and other public participation tools project as well as clarified the Council's goals and concerns regarding the project.

Bruce Kimmel, of Ehlers, Inc. has provided a detailed memo which is included in the packet and describes not only the decision-making framework, but outlines the key points of the deal which has been negotiated with the Developer and is being recommended for Council Consideration.

As you will see outlined in the memo, the recommendation is for the City and the Developer to share in revenues throughout the entire TIF term - allowing for the entire community to benefit immediately from the project. The revenues coming to the City are new revenues - revenues which would not be available if the project is not built. The City's participation in the project does not take away services or benefits for any current residents or businesses, and provides an opportunity for significant financial benefits (\$40.74 million) over the next 20 years.

During the worksession on Wednesday evening, we will review the financial components of the project in detail, along with the additional terms included in the Redevelopment Agreement which push the Developer to achieve full build out as quickly as possible, and address other concerns voiced by the City Council. Following the worksession, the following items have been placed on the City Council agenda for consideration and action.

Ordinance Approving TIF Redevelopment Project Plan

The City has taken the steps necessary to establish a Redevelopment (TIF) District for the project area. Following creation of the Redevelopment District the developer submitted a Redevelopment Project Plan which outlined:

1. A summary of the comprehensive feasibility study prepared in conjunction with the redevelopment project;
2. A reference to the redevelopment district plan that identifies the redevelopment project area that is set forth in the comprehensive plan that is being considered;
3. A description and map of the redevelopment project area to be redeveloped;
4. The relocation assistance plan; and

MEMORANDUM

-
5. A detailed description of the buildings and facilities proposed to be constructed or improved in such area.

The Planning Commission has reviewed the Redevelopment (TIF) Project Plan and found it to be in conformance with the City's Comprehensive Plan. The City Council held a public hearing on the Redevelopment (TIF) Project Plan at the August 16 City Council meeting, at which time there was a question posed regarding how the revenue projections were determined, with no one speaking specifically in favor or against the use of tax increment financing for the project. The final step in authorizing TIF for the Mission Gateway project is consideration of an ordinance approving the Fourth Amended Redevelopment Project Plan. It requires a two-thirds majority vote (6 of 9, with Mayor voting) of the Governing Body to approve the ordinance. The ordinance was prepared by Gary Anderson of Gilmore & Bell, P.C. the City's Bond Counsel.

Ordinance Establishing Gateway Community Improvement District (CID) #3

Earlier this year, the developer submitted a new CID Petition associated with the current project, which would replace the two existing districts with one. The petition called for the establishment of a single district, encompassing the entire site which would levy an additional 1.00% CID sales tax effective January 1, 2019. The City Council held a public hearing on the CID Petition for Gateway CID #3 on August 16.

The final step in creating the Gateway CID #3 is consideration of an ordinance establishing the District. A simple majority vote of the City Council is required to pass the ordinance. The ordinance was prepared by Gary Anderson, the City's Bond Counsel

Resolution of Intent to Issue Industrial Revenue Bonds (IRBs) for Sales Tax Exemption

The Developer has asked the City to consider issuing IRBs to finance the costs of acquiring, constructing, and equipping multiple facilities for the benefit of the project. This tool provides the developer with a sales tax exemption on the the purchase of these items. The City has used IRBs in connection with a number of other projects including Mission Square, Welstone, and most recently with the Mission Trails apartment project approved for 6201 Johnson Drive.

The IRBs are special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement. Pursuant to terms included in the Redevelopment Agreement, the developer agrees to purchase the bonds. The bonds are not a general obligation of the City, and are not backed by the full faith and credit of the City. The bonds are not payable in any manner by taxation, but shall be payable solely from the funds provided for in the Indenture. The Resolution was prepared by Gary Anderson of Gilmore & Bell, P.C. the City's Bond Counsel.

In order to approve this transaction, the City Council will consider a Resolution establishing the



MEMORANDUM

intent and authority of the City to issue Industrial Revenue Bonds (IRBs) in one or more series in an aggregate principal amount not to exceed \$214 million. The final amount will be lower, and will be established at the time the bonds are issued. A simple majority vote is required to approve this Resolution.

Ordinance Approving the Redevelopment Agreement and Terminating Gateway CID District's #1 and #2

The Redevelopment Agreement is the document used to capture and control the terms of the "deal" as agreed to by the City and the developer. It addresses, among other things, the project budget, the project schedule, the obligations of the developer and the City, the process for certifying and reimbursing TIF and CID eligible expenses, requirements for transfer or sale of the property, and events of default and remedies.

The Redevelopment Agreement was prepared by Pete Heaven, the City's land use attorney. The enclosed Third Amended and Restated Redevelopment Agreement has undergone significant review and the terms presented represent those recommended by the City and agreed to by the Developer.

The ordinance presented would not only approve the Third Amended and Restated Redevelopment Agreement, but would terminate the existing Community Improvement District's (Gateway CID's #1 and #2) which currently exist on the project site. The ordinance may be adopted by a simple majority vote of the City Council.

Summary

Although agreements had been negotiated and approved for previous Gateway projects, we approached this project with a fresh set of eye - challenging assumptions, evaluating costs, and vetting all information provided by the Developer. After months of review and analysis, the staff and the City's consultant team are pleased to present this recommended partnership with the Gateway developer to bring a unique and exciting project to the City of Mission.

All members of the City's consultant team will be present to review and answer questions regarding any of the documents and/or actions anticipated to finalize the Mission Gateway Apartment project. Please feel free to contact any member of the City team with questions or comments regarding the project or the process.



Memo

To: City of Mission, Kansas
From: Bruce Kimmel, Senior Municipal Advisor
Date: October 16, 2017
Subject: **Recommended Mission Gateway Agreement**

Representatives of the City of Mission and the Gateway Developer (Aryeh Realty, LLC) have negotiated the primary terms of the “Third Amended and Restated Redevelopment Agreement for the Mission Gateway Project.” This memo summarizes the key deal points of the proposed Redevelopment Agreement, and addresses various points of discussion which have occurred over the last several months.

Developer Request

The Developer originally requested that the City allow the project to capture 100% of all revenues associated with the project including:

- Property tax increment
- City general sales taxes (1% rate)
- City transient guest taxes (9% rate)
- Supplemental CID sales tax (1%)

The revenues would first be used to support a pay-as-you-go agreement on the “Phase 1” apartment and small retail portion of the project, and then to repay Special Obligation TIF and CID Bonds covering Phase 1 plus the Phase 2 and 3 parking structure, hotels, large retail, and office components. And finally, the Developer requested to receive all TIF and CID “tails” – the surplus revenues after the bonds were paid in full – on a pay-go basis during the estimated remaining 6-8 years of the 20-year TIF and 22-year CID terms.

Financial Analysis and Evaluation

The City took a different approach to its prospective participation in the project. First, we delved into the Gateway development budget and operating proforma, TIF and CID projections, and underlying assumptions, to evaluate the project’s financial need for City assistance and the causes thereof.

Next we considered, from the City’s perspective, the relative value of each requested financial tool, and our need for upfront and ongoing financial benefits that it could use to

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fund City services and perhaps also infrastructure improvements, versus waiting for the project's tail surpluses and/or full City revenues following the 20-year TIF term.

With these considerations in mind, the City determined the following:

- The Developer demonstrated a legitimate need for City participation for the project to be financially viable, and even with its full TIF and CID request, the Developer's prospective return on investment was not excessive.
- That said, the Gateway would also be viable and achieve a reasonable return without the benefit of the Developer's full TIF and CID request.
- Sales and transient guest taxes hold more future value for the City than does its relatively small share of property tax increment, and the CID holds little value due to restrictions on how these revenues may be spent.
- The City will benefit more from retaining a portion of the incremental new sales and transient guest taxes during the entire 20-year TIF term than it would from collecting a larger portion of TIF tails in years 14 through 20.
- Allocating fixed percentages of the sales and transient guest taxes to the project TIF over 20 years will give the Developer an incentive to complete and open the Gateway promptly, and to work with the City to make the SO Bond issuances as efficient as possible – so that the Developer may then receive a larger amount of tail reimbursements for remaining eligible costs.

Accordingly, the City negotiated the following key deal points which are included in the proposed Redevelopment Agreement:

- The project will receive 100% of a 1% CID fee over the maximum 22-year term starting 2019 and ending 2040, pledged to a Phase 1 pay-go note, then to SO Bonds, and finally to tails, all to fund / reimburse CID-eligible expenses.
- The project will receive 100% of the Gateway project area's property TIF over the maximum 20-year term starting 2019 and ending 2038, pledged in the same manner as above and to fund / reimburse TIF-eligible expenses.
- The project will receive 55% of the City general sales tax collections within the Gateway project area over the 20-year TIF term starting 2019 and ending 2038. This allocation reflects the "TIF capture" of 0.55% of the City's 1% general sales tax rate, with the City retaining revenues generated from the remaining 0.45% portion over the entire TIF term.
- The project will receive 89% of the City transient guest tax collections within the Gateway project area over the 20-year TIF term starting 2019 and ending 2038. This allocation reflects the "TIF capture" of 8% of the City's 9% transient guest tax rate, with the City retaining revenues generated from the remaining 1% portion over the entire TIF term.

- The Industrial Revenue Bond (IRB)-driven sales tax exemption on Gateway construction materials, as discussed previously.

The City’s retention of 45% and 11%, respectively, of Gateway-derived general sales and transient guest taxes during the TIF term – is estimated to generate \$545,000 of City revenue in 2021, the first full year of Gateway sales activity. These new taxes are in addition to the following City revenue elements, as estimated in the table below:

- Property taxes generated from the TIF project area’s “base value”;
- Business license and franchise fees (likely higher than shown here);
- City allotment of Johnson County sales tax;
- Stormwater assessments (approximately \$600,000 annually) through 2034;
- Stormwater utility fees;
- 0.25% street sales tax, expiring 2022 unless extended by voters; and
- 0.375% parks sales tax, expiring 2023 unless extended by voters;

In all, City revenues generated from the Gateway are estimated to total \$1.93 million in 2021. In addition to the repayment of the stormwater debt, a focus on providing significant revenue streams annually throughout the life of the project was a top priority for the Council, staff and consultant team.

YEAR	Base Property Taxes	Business License and Franchise Fees	City Portion of County Sales Tax (Variable)	Stormwater Special Assessment	Stormwater Utility Fees	.25% Street Sales Tax (Sunsets 2022)	.375% Park Sales Tax (Sunsets 2023)	.45% Sales Tax	1% Transient Guest Tax	Total City Revenues
2018	\$0	\$0	\$0	\$1,498,988	\$78,288	\$0	\$0	\$0	\$0	\$1,577,276
2019	\$46,487	\$0	\$1,887	\$599,595	\$78,288	\$43,842	\$65,763	\$78,916	\$0	\$914,780
2020	\$46,487	\$10,200	\$7,967	\$599,595	\$78,288	\$185,071	\$277,607	\$333,128	\$28,919	\$1,567,264
2021 - Full STIF	\$46,487	\$10,200	\$10,933	\$599,595	\$78,288	\$253,954	\$380,931	\$457,117	\$87,633	\$1,925,139
2022 - Full PTIF	\$46,487	\$10,200	\$11,161	\$599,595	\$78,288	\$259,252	\$388,878	\$466,654	\$90,262	\$1,950,778
2023	\$46,487	\$10,200	\$11,394	\$599,595	\$78,288	\$264,663	\$396,994	\$476,393	\$92,970	\$1,976,985
2024	\$46,487	\$10,200	\$11,632	\$599,595	\$78,288	\$270,189	\$405,283	\$486,340	\$95,759	\$2,003,772
2025	\$46,487	\$10,200	\$11,874	\$599,595	\$78,288	\$275,832	\$413,748	\$496,497	\$98,632	\$2,031,154
2026	\$46,487	\$10,200	\$12,123	\$599,595	\$78,288	\$281,595	\$422,393	\$506,871	\$101,591	\$2,059,143
2027	\$46,487	\$10,200	\$12,376	\$599,595	\$78,288	\$287,481	\$431,221	\$517,466	\$104,639	\$2,087,753
2028	\$46,487	\$10,200	\$12,635	\$599,595	\$78,288	\$293,492	\$440,238	\$528,286	\$107,778	\$2,116,999
2029	\$46,487	\$10,200	\$12,899	\$599,595	\$78,288	\$299,631	\$449,447	\$539,336	\$111,011	\$2,146,896
2030	\$46,487	\$10,200	\$13,169	\$599,595	\$78,288	\$305,902	\$458,852	\$550,623	\$114,342	\$2,177,458
2031	\$46,487	\$10,200	\$13,445	\$599,595	\$78,288	\$312,305	\$468,458	\$562,150	\$117,772	\$2,208,700
2032	\$46,487	\$10,200	\$13,726	\$599,595	\$78,288	\$318,846	\$478,269	\$573,923	\$121,305	\$2,240,639
2033	\$46,487	\$10,200	\$14,014	\$599,595	\$78,288	\$325,526	\$488,289	\$585,947	\$124,944	\$2,273,291
2034	\$46,487	\$10,200	\$14,307	\$599,595	\$78,288	\$332,349	\$498,524	\$598,228	\$128,692	\$2,306,671
2035	\$46,487	\$10,200	\$14,607		\$78,288	\$339,318	\$508,977	\$610,772	\$132,553	\$1,741,203
2036	\$46,487	\$10,200	\$14,914		\$78,288	\$346,435	\$519,653	\$623,584	\$136,530	\$1,776,092
2037	\$46,487	\$10,200	\$15,227		\$78,288	\$353,706	\$530,558	\$636,670	\$140,626	\$1,811,762
2038	\$46,487	\$10,200	\$15,547		\$78,288	\$361,131	\$541,697	\$650,036	\$144,845	\$1,848,231
	\$929,749	\$193,800	\$245,836	\$11,092,508	\$1,644,048	\$5,710,521	\$8,565,781	\$10,278,937	\$2,080,804	\$40,741,984

Of the estimated annual revenues, it should be noted that the special (dedicated) sales tax revenues comprise 1/3 (\$635,000) of this total, foreshadowing the importance of future reauthorization decisions. Assuming continued voter approval of existing

dedicated sales taxes, total City revenues total during the 20-year TIF term are estimated at \$40.74 million. Without renewal of the special (dedicated) sales taxes, the total City revenues during this same period could be expected to generate approximately \$28.72 million.

To achieve an apples-to-apples comparison of the City’s prospective tax and fee benefits, as detailed above, to the Developer’s proposed TIF and CID benefits, it makes sense to convert each party’s revenue streams into present values. For example, the present value of the City’s \$40.74 million revenue total is \$29.5 million. On the Developer’s side, the present value can be estimated as follows:

TIF and CID Bond Proceeds	\$28.15 million
Surplus tails	<u>\$ 8.40 million</u>
Total present value to Developer	\$36.60 million

This present value equals 21% of the project’s estimated \$173 million approved eligible development costs, and 18% of the total project budget. Exhibit B to the Third Amended and Restated Redevelopment Agreement illustrates the project budget and the costs which the City has determined to be eligible for consideration as a part of the public-private partnership.

City staff and consultants believe the TIF and CID deal terms described above balances the Developer’s need for a financially viable project with the City’s need for ongoing and diversified fiscal benefits from the development – both to fund future City operations and priorities, but also in recognition of stormwater and other costs that the City has incurred and carried from the inception of this redevelopment in 2006.

Other Considerations

In addition to the financial participation outlined above, the proposed Redevelopment Agreement contains several provisions to mitigate the City’s risks and concerns related to this project. These include:

- All current and delinquent real estate taxes and special assessments must be brought current when Phase I of the project is financed.
- In the future, any failure to pay property taxes or assessments on time will be an event of default that the Developer must remedy promptly or else lose the pledged revenues.
- The Developer must obtain the City’s permission before selling any portion of the site for another firm to development, and/or selling any portion of the completed Gateway project. These terms help to protect the integrity of the process by which the City determined the need for assistance, and to ensure that any future owner has the experience and resources to continue successful operations.
- The Agreement specifies that the Developer may use the project TIF and CID only to fund future eligible costs and to recoup a limited set of “legacy costs” – namely, site acquisition, tenant buyouts and relocation, demolition, and earthwork.

- All bonds to be issued in connection with the project will be Special Obligation Bonds, meaning that at no time will the City pledge its full faith and credit toward their repayment.

There has been a concern that the Developer will build Phase 1 only, collecting pay-as-you-go TIF and CID from the residential and small retail uses, and not complete subsequent phases. Given the Developer's need to complete Phases 2 and 3 in order to achieve a positive return on investment, and the Developer's progress to-date in moving the elements of these Phases toward development readiness we believe that risk is remote.

However, in recognition of this concern, the Agreement caps the total TIF and CID available to the Developer from Phase 1. In addition, the issuance and use of SO Bonds is conditioned on the Developer having undertaken elements of Phase 2 and/or 3. These and other provisions still permit the Developer to "count" the Phase 1 TIF and CID in negotiating its Phase 1 financing, but would impose serious limitations if the project stopped there.

And finally, the Agreement specifies that the Developer will fund third-party construction oversight, helping to ensure City and Developer compliance with statutory limits on the eligible uses of TIF and CID revenues and bond proceeds, and reimburse the City for expenses incurred in negotiating the Agreement, the associated TIF and CID actions, and the future issuance of both IRBs and SO Bonds.

Summary

City Staff and Consultants believe the proposed Agreement moves both the City and the Developer toward our common goal, of "completing the entire Gateway project according to the approved plan as quickly as possible in order to realize mutual benefit for the Developer and the City."

We look forward to receiving and discussing your questions about the Agreement terms, as well as regarding the four action items that appear on the October 18 Council agenda as New Business Items:

- Ordinance adopting amended Redevelopment Project Plan (authorizing TIF);
- Ordinance authorizing Mission Gateway Community Improvement District #3;
- Resolution of City intent to issue Industrial Revenue Bonds; and
- Ordinance approving Redevelopment Agreement and terminating the previous Gateway CIDs #1 and #2.

Please contact me at bkimmel@ehlers-inc.com or (651) 697-8572 with any questions, and thank you for the opportunity to be of assistance to the City of Mission.

(Published in The Legal Record on _____, 2017)

ORDINANCE NO. _____

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS MAKING FINDINGS AND ADOPTING A FOURTH AMENDED REDEVELOPMENT PROJECT PLAN FOR PROJECT AREA 1 PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO (GATEWAY).

WHEREAS, the City of Mission, Kansas (the “City”), is a second class city organized and existing under the constitution and laws of the State of Kansas; and

WHEREAS, the City established the Rock Creek Redevelopment District, approved by the City on January 11, 2006 and amended on February 8, 2006, by adoption of Ordinance No. 1190 and Ordinance No. 1195, respectively; and

WHEREAS, on September 13, 2006, the City approved a Tax Increment Financing Redevelopment Project Plan (the “Original Redevelopment Project Plan”) for the redevelopment of the area within the Rock Creek Redevelopment District designated in Ordinance 1210 as Project Area 1; which Ordinance was by its terms effective only upon publication once in the official City newspaper, among other conditions; and

WHEREAS, Ordinance No. 1210 approving the Original Redevelopment Project Plan was not published in the official City newspaper; and

WHEREAS, on January 23, 2008, the City approved an amendment to the Original Redevelopment Project Plan (the “Amended Redevelopment Project Plan”) pursuant to Ordinance No. 1255; and

WHEREAS, Ordinance 1255 was published in the official City newspaper on February 12, 2008; and

WHEREAS, on January 16, 2013, the City approved the Second Amended Tax Increment Financing Redevelopment Project Plan (the “Second Amended Redevelopment Project Plan”) pursuant to Ordinance No. 1374; and

WHEREAS, Ordinance 1374 was published in the official City newspaper on January 22, 2013; and

WHEREAS, on May 15, 2017 a Third Amended Tax Increment Financing Redevelopment Project Plan (the “Third Amended Redevelopment Project Plan”) was filed with the City Clerk, but the City did not approve the Third Amended Redevelopment Project Plan; and

WHEREAS, the City is now considering the adoption of a Fourth Amended Tax Increment Financing Redevelopment Project Plan (the “Fourth Amended Redevelopment Project Plan”) for Project Area 1 in accordance with K.S.A. § 12-1770 *et seq.* as amended; and

WHEREAS, notice of a public hearing on adoption of the Fourth Amended Redevelopment Project Plan was given as required by the Act; and

WHEREAS, a public hearing on adoption of the Fourth Amended Redevelopment Project Plan was held and closed on August 16, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS:

Section 1. The Governing Body hereby adopts the Fourth Amended Redevelopment Project Plan, which governs redevelopment of the real property in Project Area 1, which is legally described on **Exhibit A** and shown on the map attached as **Exhibit B**.

Section 2. The governing body of the City finds and determines that the Fourth Amended Redevelopment Project Plan does not require a relocation assistance plan under the Act since no relocation assistance will be provided under the Fourth Amended Redevelopment Project Plan and finds and determines that all required notice of the public hearing and the Fourth Amended Redevelopment Project Plan were properly given in accordance with the Act.

Section 3. The Mayor, City Administrator, City Clerk and other officials and employees of the City, including the City Attorney and City's Financial Advisor, are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 4. All prior project plans for Project Area 1 are hereby terminated and all ordinances related to such approvals are hereby repealed.

Section 5. This Ordinance shall take effect and be in force from and after (a) its passage by a 2/3 vote of the governing body, (b) its publication once in the official City newspaper and (c) upon January 1, 2019.

ADOPTED by the Governing Body on October ____, 2017.

SIGNED by the Mayor on October ____, 2017.

Mayor

(SEAL)

City Clerk

EXHIBIT B

**LEGAL DESCRIPTION OF PROJECT AREA 1 OF THE ROCK CREEK
REDEVELOPMENT DISTRICT**

All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.45 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.

MISSION GATEWAY

**FOURTH AMENDED TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT PLAN**

SUBMITTED TO THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS
PURSUANT TO K.S.A. § 12-1770 *et seq.*

RECEIVED

JUN 26 2017

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 - A) Subject Property
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EXHIBIT LIST

- Exhibit A – Legal Description of the Subject Property
- Exhibit B – Map Exhibit of the Subject Property
- Exhibit C – Ordinance No. 1190 and Ordinance No. 1195
- Exhibit D – Detailed Budget
- Exhibit E – TIF Bond Proforma
- Exhibit F – City of Mission Meeting Minutes

I. INTRODUCTION

In accordance with the Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et seq.* (the “Act”), this Fourth Amended Mission Gateway Tax Increment Financing Redevelopment Project Plan (this “**Project Plan**”) has been submitted to facilitate the redevelopment of an approximately 17 acre site (the “**Property**”) bounded by Johnson Drive on the North, Roe Avenue on the East, Shawnee Mission Parkway on the South, and Roeland Drive on the West in the City of Mission, Kansas (the “**City**”). In the 1980s, the site was developed and utilized as a traditional enclosed shopping mall, and as that concept fell out of favor in the market, vacancy rates rose and the viability of that particular use came into question despite desirable local demographics.

In 2005, The Gateway Developers, LLC (the “**Original Developer**”) purchased the Property and worked closely with the City to formulate a redevelopment plan to demolish the existing mall and construct a modernized concept that would bring the Property to its highest and best use. This plan served both the Original Developer’s goals of creating a long-term stable asset and the City’s goals of rectifying a blighted, outdated use at the City’s front door and replacing it with a dense mixed-use project. It also facilitated an important City-wide goal of making it possible install critical flood mitigation infrastructure that would enable redevelopment of both the Property and a substantial portion of the City that continuously faced flood issues.

In January of 2006, the Original Developer obtained initial approval of a tax increment financing (“**TIF**”) district for the Property. A TIF redevelopment project plan was then approved that September 2006, and that plan was amended by a later iteration in January 2008, which included a destination aquarium as the focal point. Shortly after this approval, the national economy began to rapidly decline, and market factors beyond the Original Developer’s control delayed commencement of this project. In 2013, a second amended redevelopment project plan was approved for the project, which omitted the destination aquarium in favor of a modern mixed-use concept.

In 2016, the Original Developer transferred its interest in the Property to Aryeh Realty, LLC (the “**Developer**”), which now proposes to re-envision the redevelopment plan and submit this Project Plan for the City’s consideration. This Project Plan proposes a mixed-use center consisting of an approximately 194,903 square feet of junior anchor and small shop retail and restaurants, an approximately 200 room hotel, and approximately 168 market-rate multi-family residential units, as well as a parking garage and all associated infrastructure (the “**Project**”). The Project will provide living, working, shopping, and entertainment opportunities, culminating in an integrated and cohesive community that brings the Property to its highest and best use. The Project will be critical to the City’s continued revitalization of its economy and progress in the redevelopment of the West Gateway and East Gateway areas. It is contemplated that the Project will be constructed in three (3) phases:

- **Phase 1:** The first phase of the Project is proposed to include: (i) construction of approximately 55,594 square feet of “small-shop” commercial or restaurant uses; (ii) construction of approximately 168 apartment units; (iii) construction of related site work; and (iv) construction of surface parking sufficient for such uses pursuant to the City’s applicable ordinances (collectively referred to herein as “**Phase 1**”).
- **Phase 2:** The second Phase of the Project is proposed to include: (i) construction of a parking garage serving the entirety of the Project and (ii) construction of an approximately 200-room

hotel including a restaurant consisting of approximately 15,624 square feet (collectively referred to herein as “Phase 2”).

- **Phase 3:** The third phase of the Project is proposed to include approximately 123,685 square feet of junior-anchor/“big box” commercial retail space, which may also include “small-shop” commercial or restaurants as tenants are identified, as well as approximately 75,000 square feet of office uses (referred to herein as “Phase 3”).

This Project Plan is premised on the need for a combination of public and private financing. As is well understood, the redevelopment of the Project has been ongoing for over a decade, and during that time, a total of approximately \$38,134,083 in land acquisition, demolition, and predevelopment costs have been incurred in an effort to get the Project off the ground. Market conditions have continued to create difficulties for the Project, and absent the availability of TIF, it is not economically viable to undertake the Project. Accordingly, the Developer hereby proposes that the City approve this Project Plan and authorize the financing described herein. This public-private partnership will be to the shared benefit of all stakeholders – from the City and the Developer, to neighbors of the Project, and the citizens of the City that have a vested interest in seeing the Project move forward.

II. AMENDED TAX INCREMENT FINANCING REDEVELOPMENT PROJECT PLAN

A. Subject Property

As noted above, the Property subject to this Project Plan consists of approximately 17 acres bordered by Shawnee Mission Parkway, Roe Avenue, Johnson Drive, and Roeland Drive located within the City of Mission, Kansas. A legal description and map of the subject property are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

B. Established Redevelopment District

The Property is within an established Redevelopment District approved by the City on January 11, 2006 and amended on February 8, 2006, by adoption of Ordinance No. 1190 and Ordinance No. 1195, copies of which are attached hereto as **Exhibit C**. The approved District Plan designates the subject property as a portion of Project Area 1, providing in pertinent part:

Project Area 1. Redevelopment of the existing Mission Mall shopping center and adjacent property consisting of one or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

As described herein, this Project Plan is consistent with the established Redevelopment District.

C. Description of the Proposed Project

As described above, this Project Plan proposes a mixed-use center consisting of an approximately 194,903 square feet of junior anchor and small shop retail and restaurants, an approximately 200 room hotel, and approximately 168 market-rate multi-family residential units, as well as a parking garage and all associated infrastructure. The Project will provide living, working, shopping, and entertainment

opportunities, culminating in an integrated and cohesive community that brings the Property to its highest and best use. The Project will be critical to the City's continued revitalization of its economy and progress in the redevelopment of the West Gateway and East Gateway areas. It is contemplated that the Project will be constructed in three (3) phases:

- Phase 1: Proposed to include: (i) construction of approximately 55,594 square feet of "small-shop" commercial or restaurant uses; (ii) construction of approximately 168 apartment units; (iii) construction of related site work; and (iv) construction of surface parking sufficient for such uses pursuant to the City's applicable ordinances.
- Phase 2: Proposed to include: (i) construction of a parking garage serving the entirety of the Project and (ii) construction of an approximately 200-room hotel including one or more restaurants consisting of approximately 15,624 square feet.
- Phase 3: The third phase of the Project is proposed to include approximately 123,685 square feet of junior-anchor/"big box" commercial retail space, which may also include "small-shop" commercial or restaurants as tenants are identified, as well as approximately 75,000 square feet of office uses.

Notwithstanding the foregoing, the Developer will only construct specific components within each phase as specific tenants and users are identified. This Plan is not intended to require or limit any particular use, size of any particular component, or inclusion of a particular component in any phase. To the extent certain uses are deemed impracticable, or tenants or users cannot be identified, then particular components of the Project may be modified, reduced, or not constructed at all. For example, it is the Developer's present intent to construct approximately 75,000 square feet of office in Phase 3. However, if the Developer is unable to secure office users or tenants, then the office component may not be constructed, or may be delayed until a time when users or tenants can be secured. To the extent any such particular component is changed or not constructed, then the costs associated with that component may also change or may not be incurred. There may then be corresponding modifications in the amount of TIF revenue generated by a modification, delay, or omission of the construction of any particular component of the Project as contemplated herein.

D. Financing Plan

The viability of this Project is dependent upon a combination of private and public financing mechanisms. In addition to private equity and debt, TIF and Community Improvement District ("CID") financing and other public sources may be utilized as approved by the City. As contemplated herein, it is envisioned that the Developer will commence construction of the Project on the assumption that all incentive revenue streams will be disbursed to the Developer on a "pay-as-you-go" basis. If at any point it becomes marketable to issue special obligation bonds, the Developer and the City shall work together in good faith in support of such issuance, and eligible costs of the Project may be paid by the revenues of such bond issuance. It is important to note that the current iteration of the Project Plan envisions the use of special obligation bonds only, meaning that no City support, backing, or credit of the bonds will occur unless otherwise specifically authorized by the City. For the purposes of accurately stating revenue estimates, this Plan provides figures valued in two ways: (1) the gross revenues generated over the period of collection contemplated hereunder (meaning the total collections for that period) and (2) bonded figures, assuming a 6% interest rate, 125% coverage, and 14% costs of issuance.

As detailed in Section E below, the total estimated cost to complete the Project is approximately \$214,558,862. Financing of this amount shall be provided by (A) TIF financing; (B) eligible CID financing; and (C) costs not financed with the above funding sources will be financed through private equity and debt.

E. Feasibility Study

Pursuant to the Act, a study has been performed to determine whether the Project’s estimated benefits will exceed its cost, and that the income therefrom will be sufficient to pay the costs of the Project. Various consultants and members of the development team with experience and expertise in the actual design, development, financing, management and leasing of projects of similar scope and nature were utilized for the feasibility study. Further, outside resources were consulted to compare and verify the cost and revenue projections including outside industry sources and actual taxing jurisdiction data where available. The results of this study are as follows:

1. Project Costs. The total estimated cost to complete the Project is \$214,558,862.¹ Below is a summary of the estimated costs, as determined from contract prices, engineering estimates and the Developer’s estimates. A detailed budget is included as Exhibit D.

ESTIMATED TOTAL COSTS

	<u>Total</u>
Land, Demolition & Predevelopment	\$38,134,083
Site Work, Infrastructure & Parking	\$35,501,500
Hard Costs	\$109,670,271
Soft Costs	\$20,492,974
Mezzanine Loan Closing Costs	\$473,741
Construction Loan Closing Costs	\$3,860,740
Interest Reserve	\$6,425,552
Total:	\$214,558,861

2. Eligible Costs. Pursuant to the Act, only certain costs are eligible for TIF financing and reimbursement. Of the total project costs listed above, \$79,277,764 (or 36.95%) qualifies under the Act as “Eligible Redevelopment Project Costs,” meaning that only those costs may be financed using TIF revenues. The viability of the Project as planned hinges on obtaining TIF financing and reimbursement for the Eligible Redevelopment Project Costs, which are set forth by category and amount below (and noted in further detail in Exhibit D):

(follows on separate page)

¹ This amount is subject to change as actual costs are ascertained and incurred. Costs are exclusive of private interest incurred to finance such costs.

ESTIMATED ELIGIBLE REDEVELOPMENT PROJECT COSTS²

	<u>TIF Eligible</u>	<u>Eligible %</u>
Land, Demolition & Predevelopment	\$38,134,083	100.00%
Site Work, Infrastructure & Parking	\$35,501,500	100.00%
Hard Costs	\$2,139,996	1.95%
Soft Costs	\$1,348,310	6.58%
Mezzanine Loan Closing Costs	\$94,830	20.02%
Construction Loan Closing Costs	\$772,818	20.02%
Interest Reserve	\$1,286,226	20.02%
Total:	\$79,277,764	36.95%

3. Project Revenues

Gross TIF revenues generated over a period of 20 years, as provided under the Act, are estimated to be \$64,841,405. The estimated TIF revenues presume a 1.5% annual escalation in property taxes and a 2% annual increase in sales revenues. Assuming a 6% interest rate, 125% coverage, and 14% costs of issuance, this gross revenue stream could support a bond issuance of approximately \$23,163,649.

The Project will generate TIF revenues from the following sources permitted by the Act:

- a) *Ad Valorem* Tax Increment Revenues – the differential between the *ad valorem* taxes generated by real property within the TIF District as of the date the TIF District was established and future *ad valorem* taxes which will be generated after the redevelopment, (less *ad valorem* taxes not allowed to be captured pursuant to the Act); and
- b) City Sales Tax – the portion of the City’s Sales Tax undedicated for other purposes, which is currently 1%, plus the portion of the Johnson County sales tax committed to the City, which for the purposes of this Project Plan is assumed to be an additional 0.0107624%.
- c) Transient Guest Tax – all transient guest taxes generated from the hotel within the Project, at the City’s current transient guest tax rate of 9%.

A. Ad Valorem Tax Increment Captured

The assessed value of the Property in at the time the TIF district was created in 2006 was \$1,811,390. This assessed value serves as the base against which future Project values can be compared

² This amount is subject to change as actual costs are ascertained and incurred. This Project Plan contemplates that all TIF revenue generated hereby will be available to repay Eligible Redevelopment Project Costs, whether on a “pay-as-you-go” basis or by the issuance of TIF bonds. Costs are exclusive of private interest costs incurred to finance such Eligible Redevelopment Project Costs, which shall be reimbursable with TIF revenues if incurred to finance any Eligible Redevelopment Project Costs.

in order to determine the amount of *Ad Valorem* Tax Increment Revenues that will be generated by the Project. Upon completion of the Project, it is estimated that the Property will have an assessed value of \$12,628,244, growing annually with inflation at an assumed 1.5%. The cumulative difference between the projected assessed value and the base assessed value creates a tax increment of \$24,978,710 over the TIF collection period (supporting estimated bond proceeds of \$8,961,113, assuming a 6% interest rate, 125% coverage, and 14% costs of issuance).

These conclusions are based on and confirmed against anticipated Project Costs, published tax appraisals for similar developments in Johnson County, and the valuation methodology historically utilized by the Johnson County Appraiser's Office for comparable property.

B. City Sales Tax Revenue Captured

It is estimated that sales within the Project will be \$101,844,527 at stabilization, growing 2% annually thereafter for the duration of the Project Plan. Based upon the undedicated portion of the City Sales Tax of 1%, plus the portion of the County sales tax committed to the City, TIF revenues derived from City Sales Tax are anticipated to generate sales tax increment of \$21,831,761 over the TIF collection period (supporting estimated bond proceeds of \$7,826,866, assuming a 6% interest rate, 125% coverage, and 14% costs of issuance).

C. Transient Guest Tax Captured

The hotel within the Project is estimated to produce room sales of \$8,763,333 at stabilization, growing by 3% annually thereafter. All such sales will be subject to City's 9% transient guest tax rate. Over the course of the TIF collection period, these transient guest tax revenues are estimated to generate \$18,030,934 (supporting estimated bond proceeds of \$6,375,669, assuming a 6% interest rate, 125% coverage, and 14% costs of issuance).

4. Tax Increment Revenues and Special Obligation Bond Financing

Based on the Project's captured *Ad Valorem* Tax Increment, City Sales Tax, and transient guest tax revenues for a period of 20 years, such revenue stream is estimated to generate \$64,841,405 over the course of the 20-year TIF collection period, which produces \$23,163,649 in bond proceeds, assuming a 6% interest rate, 125% coverage, and 14% costs of issuance. **Exhibit E** sets forth a principal and interest schedule along with the relevant calculations and assumptions utilized to reach these figures. Precise bond factors will be agreed upon if and when bonds are issued in support of the Project. The balance of any TIF revenue remaining after the repayment of any special obligations issued in support of the Project may be utilized by the Developer to repay any outstanding Eligible Redevelopment Project Costs on a pay-as-you-go basis, or via a subsequent bond issuance at the discretion of the City.

5. Summary of the TIF Revenues and Project Costs

Based on the Plan's (1) estimated project costs (2) Estimated TIF revenues, and (3) private debt/equity and other financial incentives, the net TIF revenues will be sufficient to pay the costs of the Project, as contemplated under the Act, when supplemented by private debt, equity, and such other financial incentives.

6. City of Mission Meetings and Minutes

Upon approval of this Project Plan by the City, the City Clerk will attach the minutes of all City meetings where the Project was discussed as **Exhibit F**.

7. Impact on Outstanding Bonds

If bonds are issued in support of the Project, such bonds shall be payable solely from TIF revenues (or other incentive revenues) generated within the Project. Accordingly, it is anticipated that there will be no impact on bonds payable from revenues described in (a)(1)(D) of K.S.A. 12-1774 and amendments thereto caused by the Project.

8. Significant Contribution to Economic Development in the City

The redevelopment of the Property as proposed herein will provide significant economic benefits for the City by, among other things, creating a substantial commercial activity within a previously blighted area of the City.

In particular, demolition of the former shopping mall on the Property served a vital public purpose of facilitating a City-wide drainage project that benefitted the entire area surrounding the Property. In the future, the Project will provide new shopping and living opportunities, employment for the City's residents, and it will further the City's aim of redeveloping the East and West Gateway target areas. In addition, the Project will create viable long-term sales and property tax revenues for the City, as well as employment and commerce. It is anticipated that the Project will also be a catalyst to further revitalization within the City, with the net result of the Project being a revitalized economy for the City as a whole. The benefits derived from the Project will far exceed any costs thereof.

There are also immediate and long-term quantifiable monetary benefits to the City from the Project. The following table provides calculations as to financial benefits both during and after the TIF collection period:

City Financial Benefits During TIF Period:

	<u>Annual at Stabilization</u>	<u>Cumulative Over TIF Period</u>
.25% Street Sales Tax:	\$190,466	\$6,129,672
.375% Park Sales Tax:	\$285,698	\$9,194,509
Business License/Franchise Fees:	\$10,200	\$257,833
Stormwater Debt Repayment:	\$599,596	\$11,991,916
Total:	\$1,085,960	\$27,573,930

Annual City Financial Benefits After TIF Period:

	<u>Annual After TIF Period</u>
Annual Sales Tax Revenue:	\$2,444,587
Annual Transient Guest Tax Revenue:	\$1,332,590
Annual City Property Tax:	\$253,576
Annual City Share of County Sales Tax:	\$16,191
Annual Business License Fees:	\$15,157
Total Annual Revenue After TIF:	\$4,062,100

To put these figures in perspective, at stabilization, it is estimated that the annual revenues generated by the Project (after deducting TIF revenues) will comprise approximately 10.65% of the City's entire budget. The revenues at stabilization would also support approximately 24.27% of the City's debt-service payments on other City-wide obligations. At completion of the TIF collection period, it is estimated that the Project will produce revenues sufficient to support 24.81% of the City's budget.

The Project will also generate substantial job creation and annual visitation, which will produce spin-off economic benefits. Estimates are as follows:

Job/Visitation Creation

Est. Jobs Created (1 Employee/1,000 SF):	473
Estimated Annual Visitors:	2,500,000
Estimated Overnight Visitors:	65,000

F. Relocation Plan

The Developer, Aryeh Realty, LLC, or the City owns all of the Property in fee simple. These properties were acquired through negotiated arms-length transactions; thus, any funds required for relocation were included in the purchase price. Certain relocation payments were made to tenants that occupied the Property at the time it was purchased by the Developer, which are among the predevelopment costs to be reimbursed with TIF revenues.

III. CONCLUSION

Based on the foregoing, the City and Developer hereby submit this Project Plan for public hearing and due consideration.

EXHIBIT A – LEGAL DESCRIPTION

Lot 1, The Gateway First Plat, Part of the West half of Section 9, Township 12 South, Range 25 East, City of Mission, Johnson County, Kansas, less any portions in dedicated public street right of way (if any), more particularly described as:

All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.45 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.

EXHIBIT C – ORDINANCE NO. 1190 AND ORDINANCE NO. 1195

ORDINANCE NO. 1190

AN ORDINANCE MAKING CERTAIN FINDINGS WITH RESPECT TO THE ESTABLISHMENT OF A REDEVELOPMENT DISTRICT IN THE CITY OF MISSION, KANSAS AND ESTABLISHING A REDEVELOPMENT DISTRICT (ROCK CREEK REDEVELOPMENT).

WHEREAS, the City of Mission, Kansas (the "City"), has conducted a public hearing to consider the establishment of a redevelopment district in the City pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act"), and Resolution No. 615 of the City adopted on November 9, 2005; and

WHEREAS, the Act provides that upon the conclusion of the public hearing the Governing Body of the City may pass an ordinance making such findings as are required by the Act and establishing a redevelopment district; and

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS, AS FOLLOWS:

Section 1. The Governing Body of the City hereby finds and determines that the area proposed to be included as a redevelopment district is as follows:

A parcel within the city of Mission, Kansas, depicted on the attached Exhibit A.

A legal description of the area encompassing the redevelopment district is attached hereto as Exhibit B.

Section 2. The Governing Body of the City hereby finds and determines that (a) the area described in Section 1 of this Ordinance is a "blighted area" because a majority of the property in such area is within a 100-year floodplain area, and therefore, is an "eligible area" as defined in the Act, and (b) the conservation, development and redevelopment of such area is necessary to promote the general and economic welfare of the City.

Section 3. The Governing Body of the City hereby finds and determines that the district plan includes the following redevelopment project areas depicted on the attached Exhibit A which are all located within the redevelopment district described in Section 1 of this Ordinance:

Project Area 1. Redevelopment of the existing Mission Mall shopping center consisting of one or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Project Area 2. One or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Project Area 3. One or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Project Area 4. One or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Section 4. In accordance with the Act and Resolution 615, a redevelopment district is hereby established in the City encompassing the area described in Section 1 of this Ordinance.

Section 5. The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage by the governing body of the City and publication once in the official City newspaper.

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ADOPTED by the City Council of the City of Mission, Kansas on January 11, 2008.6




Laura L. McConwell, Mayor

ATTEST:



Martha M. Sumrall, City Clerk

APPROVED AS TO FORM:



David K. Martin, City Attorney

EXHIBIT A
MAP OF ROCK CREEK REDEVELOPMENT DISTRICT

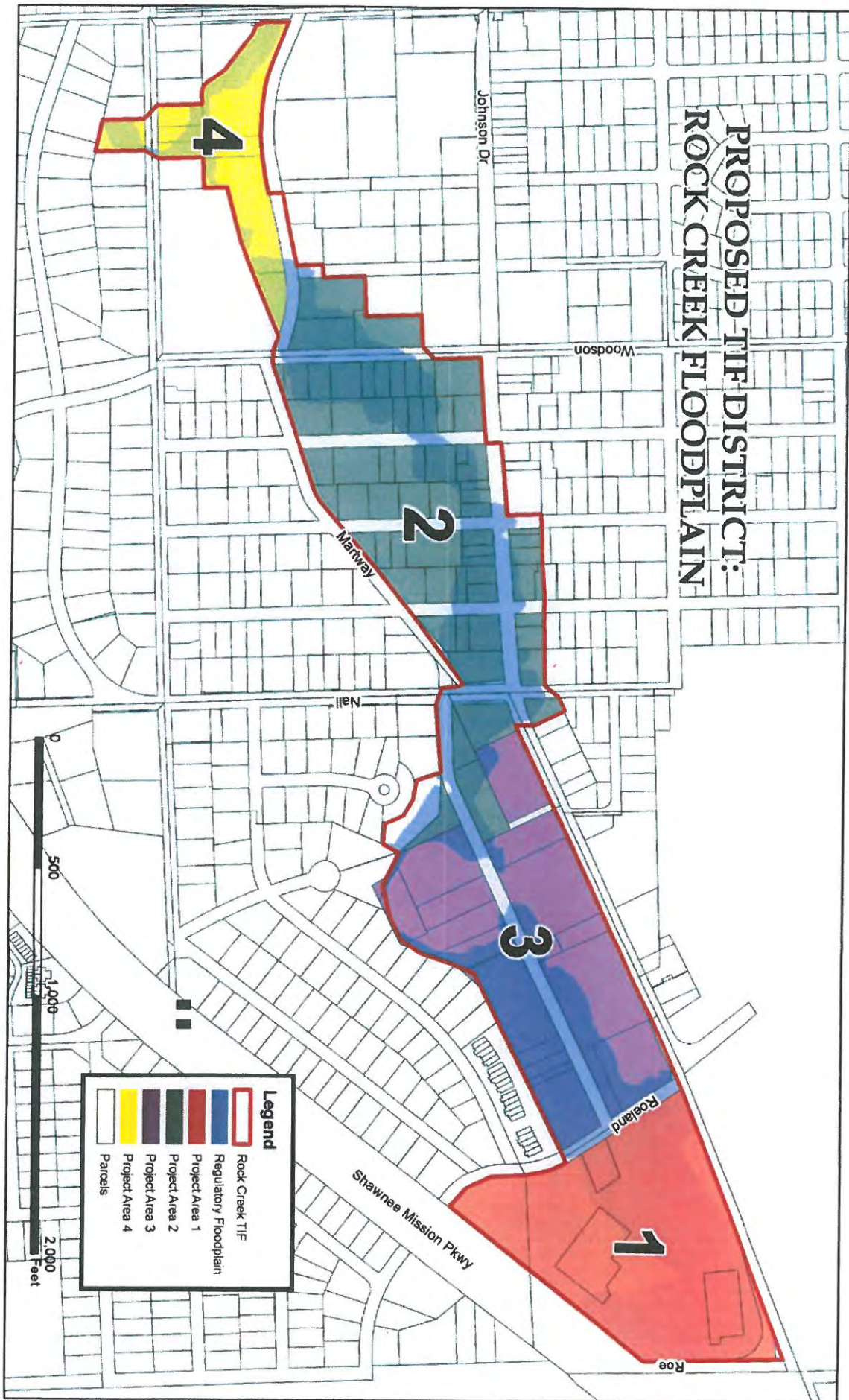


Exhibit B
CITY OF MISSION, KANSAS
ROCK CREEK REDEVELOPMENT DISTRICT
Legal Description

Tax Parcel No.: KP27500000 0020; KP27500000 0042B; KP27500000 0042A

Legal:

Lots 20 and 42, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0080C

Legal:

All that part of the South 55 feet of Lot 80 and all that part of Lot 81, Missionhill Acres, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of said Lot 81; thence N 0° 08' 04" E, along the West line of said Lot 81, a distance of 102.32 feet, to the true point of beginning of subject tract; thence S 89° 58' 25" E, along a line parallel with the North line of said Lot 81, a distance of 29.54 feet; thence S 0° 08' 04" W, along a line parallel with the West line of said Lot 81, a distance of 12.92 feet; thence S 89° 58' 25" E, along a line parallel to the North line of said Lot 81, a distance of 110.39 feet, to a point on the East line thereof; thence N 0° 08' 04" E, along the East line of said Lot 81 and along the East line of said Lot 80, a distance of 82.32 feet; thence N 88° 59' 15" W, a distance of 139.95 feet to a point on the West line of said Lot 80; thence S 0° 08' 04" W, along the West line of said Lot 80 and along the West line of said Lot 81, a distance of 71.81 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KP27500000 0104C

Legal:

Lot 104, Except the west 75 feet, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0104B; KP27500000 0104A

Legal:

The East 50 feet of the West 75 feet of Lot 104, Missionhill Acres, and also the West 25 feet of said Lot 104, Missionhill Acres, a subdivision in Johnson County, Kansas, according to the plat thereof.

Tax Parcel No.: KP27500000 0081

Legal:

Lot 81, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, except, All that part of the South 55 feet of Lot 80 and all that part of Lot 81, Missionhill

Acres, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of said Lot 81; thence N 0° 08' 04" E, along the West line of said Lot 81, a distance of 102.32 feet, to the true point of beginning of subject tract; thence S 89° 58' 25" E, along a line parallel with the North line of said Lot 81, a distance of 29.54 feet; thence S 0° 08' 04" W, along a line parallel with the West line of said Lot 81, a distance of 12.92 feet; thence S 89° 58' 25" E, along a line parallel to the North line of said Lot 81, a distance of 110.39 feet, to a point on the East line thereof; thence N 0° 08' 04" E, along the East line of said Lot 81 and along the East line of said Lot 80, a distance of 82.32 feet; thence N 88° 59' 15" W, a distance of 139.95 feet to a point on the West line of said Lot 80; thence S 0° 08' 04" W, along the West line of said Lot 80 and along the West line of said Lot 81, a distance of 71.81 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KP27500000 0021A

Legal:

Lot 21 and the North ½ of vacated 60 Street adjacent to said Lot 21 on the South, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, EXCEPT beginning at a point on the Southerly prolongation of the West line of said Lot 21 and the centerline of vacated 60 Street; thence Northeasterly along the centerline of vacated 60 Street, 77.39 feet; thence Southwesterly along a curve to the left, 63.81 feet, said curve having a radius of 170 feet, to a point, said point being in the Westerly line of said Lot 21; thence South along the Westerly line of said Lot 21, 27.25 feet to the point of beginning.

Tax Parcel No.: KP27500000 0041; KP27500000 0040B

Legal:

Tract I: Lot 41, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tract II: The North 50 feet of Lot 40, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0082B; KP27500000 0082A; KP27500000 0083A

Legal:

All of Lot 82 and the North 40 feet of Lot 83, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27600000 0003

Legal:

Lot 3, Resurvey of Lot 103, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27600000 0002; KP27600000 0001

Legal: Lots 1 and 2, Resurvey of Lot 103, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0144B; KP27500000 0144C; KP27500000 0144A

Legal:

Tract I:

Beginning at the Northeast corner of Lot 144, in Missionhill Acres, a subdivision in Johnson County, Kansas; thence in a Westerly direction along the North line of said Lot, a distance of 53.50 feet to a point; thence Southerly 117.38 feet to a point which is 52.50 feet West of the Southeast corner of said Lot 144; thence East along the South line of said Lot 52.50 feet to the Southeast corner thereof; thence North along the Easterly line of said Lot, a distance of 120 feet to the point of beginning, all a part of Section 8, Township 12, Range 25, Except that part in roads.

Tract II:

Beginning at a point in the North line of Lot 144, Missionhill Acres, a subdivision in Johnson County, Kansas, which is 30.82 feet East of the Northwest corner of said Lot 144; thence South and parallel to the West line of said Lot 144, a distance of 19.8 feet to the Northeast corner of a store building; thence in a Southerly direction along the East line of said store building a distance of 46.83 feet more or less to the Southeast corner of said store building; thence South and parallel to the West line of said Lot 144 a distance of 48 feet to a point in the South line of said Lot 144, which point is 32.75 feet East of the Southwest corner of Lot 144; thence East along the South line of said Lot 144 a distance of 54.75 feet to a point which is 52.50 feet West of the Southeast corner of Lot 144; thence in a Northerly direction distance of 117.38 feet to a point in the North line of Lot 144, which is 53.50 feet West of the Northeast corner of Lot 144; thence West along the North line of said Lot 144, a distance of 55.85 feet to the point of beginning, except that part in roads.

Tract III:

Beginning at a point on the South line of Lot 144, in Missionhill Acres, a subdivision in Johnson County, Kansas, which is 30 feet East of the Southwest corner of said Lot 144; thence North and parallel to the West line of Lot 144 a distance of 114.6 feet to a point on the North line of said Lot 144; thence East along the North line of Lot 144 distance of .78 feet to a point; thence South and parallel to the West line of Lot 144 a distance of 19.8 feet to the Northeast corner of a store building; thence in a Southerly direction along the East line of said store building a distance of 46.83 feet, more or less, to the Southeast corner of said store building to a point which is 32.75 feet East of the West line and 48 feet North of the South line of said Lot; thence South and parallel to the West line of said Lot 144, a distance of 48 feet to a point on the South line of said Lot 144; thence West 2.75 feet to the point of beginning, and all of the West 30 feet of Lot 144, Missionhill Acres, Except that part in roads.

Tax Parcel No.: KP27500000 0164

Legal:

All of Lot 164 in Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas as recorded in Book 7, Plats, at Page 20, Except the following described tract: Beginning at the Southwest corner, Lot 164 in Missionhill Acres; thence North along the West line of said Lot 164 a distance of 47.63 feet to a point; thence in an easterly direction on a line parallel to and 47.63 feet North of the South line of the said Lot 164 a distance of 74.50 feet to a point; thence South along a line that is parallel to and 74.50 feet East of the West line of said Lot 164 a distance of 47.63 feet to a point in the South line of said Lot 164; thence West along the South line of said Lot 164 a distance of 74.50 feet to the point of beginning.

Tax Parcel No.: KP27500000 0205

Legal:

Lot 205, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0226

Legal:

Lot 226 Except the South 19.74 feet in the Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of Lot 226 of said Missionhill Acres; thence N 00° 10' 38" W on the West line of said Lot 226 a distance of 19.74 feet to the point of beginning; thence continuing N 00° 10' 38" W on said West line a distance of 100.26 feet; thence N 88° 44' 05" E on the North line of said Lot 226 a distance of 140.68 feet; thence S 00° 04' 44" E on the East line of said Lot 226 a distance of 103.36 feet; thence N 90° 00' 00" W a distance of 140.48 feet to the point of beginning.

Tax Parcel No.: KP27500000 0225B

Owner: Groundrunner Properties, LLC, a Kansas limited liability company

Legal:

The North ½ of Lot 225 and the South 19.74 feet of Lot 226, in Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows: Beginning at the Southwest corner of Lot 226 of said Missionhill Acres; thence North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 226 a distance of 19.74 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 140.48 feet to a point on the East line of said Lot 226; thence South 00 degrees 04 minutes 44 seconds West on the East line of said Lot 226 and Lot 225, a distance of 79.74 feet to the Southeast corner of the North ½ of said Lot 225; thence South 90 degrees 00 minutes 00 seconds West a distance of 140.34 feet to the Southwest corner of the North ½ of said Lot

225; thence North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 225 a distance of 60.00 feet to the Point of Beginning.

Tax Parcel No.: KP27500000 0164A

Legal:

Beginning at the Southwest corner of Lot 164 in Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas; thence North along the West line of said Lot 164, a distance of 47.63 feet to a point; thence in an Easterly direction on a line parallel to and 47.63 feet North of the South line of said Lot 164, a distance of 74.50 feet to a point, thence South along a line that is parallel to and 74.50 feet East of the West line of said Lot 164, a distance of 47.63 feet to a point in the South line of the said Lot 164; thence West along the South line of said Lot 164, a distance of 74.50 feet to the point of beginning.

Tax Parcel No.: KP27500000 0101

Legal:

The North 100 feet of Lot 101 and all of Lot 102, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0145; KP27500000 0146

Legal:

Lots 145 and 146, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0083B

Legal:

The South 80 feet of Lot 83 and the North 40 feet of Lot 84, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0039

Legal:

Lot 39 and the South 70 feet of Lot 40, Missionhill Acres, City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0163; KP27500000 0206B; KP27500000 0206A;
KP27500000 0162

Legal:

Lots 162, 163 and 206, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0225A

Legal:

The South Half of Lot 225, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0084A

Legal:

The South 80 feet of Lot 84 and all of Lot 85, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0207; KP27500000 0207A

Legal:

The North 60 feet of Lot 207 and the South 60 feet of Lot 207, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KF251208-4049; KF251208-4050; KF251208-4040

Owner: Mission Hills Apartments, L.L.C., a Minnesota limited liability company

Legal:

Tract I:

Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 degrees 19 minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; for the True Point of Beginning; thence North, along a line 330 feet West of and parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 275.81 feet, to a point 520 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 degrees 56 minutes East, along a line 520 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 156 feet; thence South, along a line parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, to a point in the centerline of 60th Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60th Street to the True Point of Beginning, except that part in 60th Street and Dearborn Street.

Tract II:

Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence North 89 degrees 56 minutes West 149 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of

the Southeast Quarter, 25 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 46 feet; thence South 89 degrees 56 minutes East along a line parallel to the North line of the Northwest Quarter of the Southeast Quarter, 174 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North along said East line 266 feet more or less to the point of beginning, except that part in Woodson Street.

Tract III:

Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 degrees 19 minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North, along a line 330 feet West of said parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 495.81 feet, to a point 300 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 degrees 56 minutes East, along a line 300 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 330 feet; thence South, along the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 497.90 feet to the point of beginning, EXCEPT

Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 degrees 19 minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; for the True Point of Beginning; thence North, along a line 330 feet West of and parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 275.81 feet, to a point 520 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 degrees 56 minutes East, along a line 520 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 156 feet; thence South, along a line parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, to a point in the centerline of 60th Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60th Street to the True Point of Beginning,

EXCEPT Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence North 89 degrees 56 minutes West 149 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 25 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 46 feet; thence South 89 degrees 56 minutes East along a line parallel to the North line of the Northwest Quarter of the Southeast Quarter, 174 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North along said East line 266 feet more or less to the point of beginning, EXCEPT Beginning at a point on the East line and 300 feet South of the North line of the

Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, thence North 89 degrees 56 minutes West 149 feet to the true point of beginning; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet; thence North and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 220 feet; thence South 89 degrees 56 minutes East along a line 300 feet South and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet to the true point of beginning, all in the City of Mission, Johnson County, Kansas, and except those parts in streets and roads.

Tax Parcel No.: KP27500000 0224A

Legal:

The North One-Half of Lot 224, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0100B

Legal:

All of the North 40 feet of Lot 100 and the South 20 feet of Lot 101, in Missionhill Acres, a subdivision, in Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0224B; KP27500000 0223A

Legal:

Missionhill Acres, South one-half of Lot 224, and the North one-half of Lot 223, subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof

Tax Parcel No.: KP27500000 0147

Legal:

Lot 147, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0161A

Legal:

The North half of Lot 161, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0208; KP27500000 0210

Legal:

Lots 208, 209, 210 and 211, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0100A

Legal:

The South 60 feet of the North 100 feet of Lot 100, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0160

Legal:

Lot 160, and the South half of Lot 161, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0099

Legal:

Lot 99 and the South 20 feet of Lot 100, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0223B

Legal:

The North 50 feet of the South 60 feet of Lot 223, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0148

Legal:

Lot 148, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0222

Legal:

Lot 222 except that South 9 feet thereof, and the South 10 feet of Lot 223, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0149

Legal:

All of Lot 149, Missionhill Acres, a subdivision now in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0159

Legal:

Lot 159, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0221A

Legal:

The North 77 feet of Lot 221, and the South 9 feet of Lot 222, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0220A

Legal:

The South 43 feet of Lot 221, and all of Lot 220, except that portion deeded to the City of Mission for street and highway purposes as recorded in Book 451, Deeds at Page 201, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KF251208-4033

Legal:

All that part of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, Johnson County, Kansas, described as follows: Beginning at a point in the West line of said Quarter Quarter Quarter Section 200 feet north of the Southwest corner; thence South 89 degrees 34 minutes East parallel to the South line of said Quarter Quarter Quarter Section 465.0 feet; thence North and parallel to the West line of said Quarter Quarter Quarter Section 182.63 feet; thence North 67 degrees 05 minutes West 504.84 feet to the West line of said Quarter Quarter Quarter Section; thence South 375.7 feet to the point of beginning,

Except that part described as follows:

The East 10 feet of the West 30 feet of all that part of the Southwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ Section 8, Township 12, Range 25 described as follows: Beginning at a point in the West line of said Quarter Quarter Quarter Section, 200 feet North of the Southwest corner; thence South 89 degrees 34 minutes East parallel to the South line of said Quarter Quarter Quarter Section 465.0 feet; thence North and parallel to the West line of said Quarter Quarter Quarter Section, 182.63 feet; thence North 67 degrees 05 minutes West 504.84 feet to the West line of said Quarter Quarter Quarter Section; thence South 375.7 feet to the point of beginning, in Johnson County, Kansas,

And except

Beginning 398 feet North and 30 feet East of the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25; thence East 10 feet; thence North 40 feet; thence West 10 feet; thence South 40 feet to point of beginning, in Johnson County, Kansas,

And except

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, described as follows: Beginning at a point on the West line of said Quarter Quarter Quarter Section, 200 feet North of the Southwest corner thereof; thence North 217.50 feet along said West line; thence East 30 feet; thence

Southeasterly 50.99 feet along a curve to the right with a radius of 75.89 feet and tangent to the last described course; thence South 51 degrees, 30 minutes East, 145.30 feet; thence Southeasterly 59.60 feet along a curve to the right with a radius of 205.62 feet and tangent to the last described course; thence South 34 degrees, 53 minutes, 37 seconds East, 54.60 feet; thence Southeasterly 55.30 feet along a curve to the left with a radius of 58.04 feet and tangent to the last described course to a point of a line 200 feet North of the South line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North 89 degrees, 34 minutes, 00 seconds West, 310 feet to the point of beginning.

Tax Parcel No.: KF251208-4043

Legal:

That part of the East 300 feet of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, which lies North of the Mission City Park Property conveyed to the City of Mission by Deed recorded in Book 354 Deeds, at Page 533 and South of 60th Street, being more particularly described as follows: Commencing at a point on the East line of the Northwest Quarter of the Southeast Quarter of said Section 8, which is 527.40 feet North of the Southeast corner thereof; thence South 66 degrees 19 minutes West, along the Northerly boundary line of said Mission City Park property, a distance of 66.24 feet to the point of beginning of the tract herein described, said point of beginning being on the center line of 60th Street, as now dedicated; thence continuing South 66 degrees 19 minutes West, along the Northerly boundary of said Park property, a distance of 294.11 feet, more or less, to a point 330 feet West of the East line of said Quarter Quarter Section; thence North, along a line 330 feet West of and parallel to the East line of said Quarter Quarter Section, a distance of 147.22 feet, more or less, to the center line of the dedicated right of way of said 60th Street; thence Northeasterly, Easterly and Southeasterly along said centerline, a distance of 273.76 feet, more or less, to the point of beginning, except that part in street and roads as conveyed to the City of Mission in Book 436 Deeds, Page 621, and in Book 440 Deeds, Page 367.

Tax Parcel No.: KP27500000 0220B

Legal:

Beginning at a point on the east right-of-way line of Woodson Road, said point being the southwest corner of Lot 220, Missionhill Acres, a subdivision in Section 8, Township 12, Range 25, Johnson County, Kansas, thence north a distance of 40.84 feet to a point 54.0 feet south of the north line of said Lot 220, thence east and parallel to the north line of said Lot 220 a distance of 132.20 feet more or less to a point on the south line of said Lot 220, thence in a southwesterly direction and along the south line of said Lot 220 a distance of 138.37 feet to the point of beginning.

Tax Parcel No.: KF151208-4038

Legal:

That part of the northwest quarter of the Southeast quarter of Section 8, Township 12, Range 25, in Mission, Johnson County, Kansas, described as follows: Beginning at a point 200 feet north of the South line and 540 feet east of the west line of the northwest quarter of the southeast quarter of said Section 8, thence South 89° 43' 30" east along a line parallel with the South line of the northwest quarter of the southeast quarter of said Section 8 a distance of 121.61 feet; thence North 0° 12' 30" east along the west line of the park tract deeded to the City of Mission in Deed Book 345 at page 533 in the Office of the Register of Deeds, Olathe, Kansas, 90 feet; thence north 77° 53' 30" east along the northerly line of said park tract 248.30 feet; thence north 66° 26' 30" east along the northerly line of said park tract 95.16 feet; thence north 0° 01' 40" east 121.99 feet to the south line of 60th Street as established by the deed in Deed Book 436 at page 621 in the Office of the Register of Deeds; thence southwesterly along the south line of said 60th Street, said line being on a curve to the left having a radius of 522.19 feet and whose initial tangent bearing is south 81° 03' 00" west, a distance of 11.95 feet to a point of tangency; thence south 80° 24' 00" west along the south line of said 60th Street 446.49 feet; thence south along a line parallel with the west line of the northwest quarter of the southeast quarter of said Section 8, a distance of 224.94 feet to the point of beginning.

Tax Parcel No.: KF251208-4039

Legal:

The East 75 feet of the West 540 feet of the Northeast Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, Johnson County, Kansas, lying South of 60th Street, except the South 200 feet thereto.

Tax Parcel No.: KF251208-4030

Legal:

All of the West 65 feet of the East 185.82 feet of the South 200 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, except that part in roads.

Tax Parcel No.: KF251208-4029

Legal:

All of the West 60 feet of the East 245.82 feet of the South 200 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25, Johnson County, Kansas except that part in streets and roads.

Tax Parcel No.: KF251208-4031

Legal:

The West 80 feet of the East 325.82 feet of the South 200 feet of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, except that part now in 61st Street, now in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP07000006 0009

Legal:

Lot 9, Block 6, Countryside, a subdivision in the City Mission, Johnson County, Kansas.

Tax Parcel No.: KF251209-1008; KF251209-1013; KF251209-2002

Legal:

PARCEL 1:

All that part of the West 1/2 of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, more particularly described as follows: From the West 1/4 corner of said Section 9 (being the same as the Southwest corner of the Northwest 1/4 of said Section 9), run thence North 0 degrees East (this and all other bearings being in relation to the West line of said Section 9, having an assumed bearing of due North-South) along said West line, a distance of 339.15 feet; thence North 90 degrees East a distance of 1742.10 feet to the true point of beginning of the tract of land herein described, said point being on the Easterly right-of-way line of Roeland Drive, as said Street is now established; thence North 31 degrees 28 minutes 08 seconds West, a distance of 358.19 feet to a point on the Southerly right-of-way line of Johnson Drive, as now established; thence North 69 degrees 35 minutes 52 seconds East along said Southerly line, a distance of 143.70 feet; thence North 70 degrees 10 minutes 33 seconds East along said Southerly line a distance of 434.76 feet to a point (being the Northwesterly corner of a tract of land condemned for right-of-way by the Kansas Turnpike Authority as Tract No. J-11 under Suit No. 24661, filed June 6, 1958, in the District Court of Johnson County, Kansas, and conveyed by instrument dated February 7, 1959, in Book 422 Deeds, at Page 233, under Document No. 574033); thence South 19 degrees 49 minutes 27 seconds East along the Westerly line of said tract, a distance of 1.53 feet; thence along the Southerly right-of-way line of the tract so condemned and conveyed, North 74 degrees 38 minutes 36 seconds East, a distance of 342.82 feet; thence Northeasterly on a curve to the right, tangent to the last described course, having a radius of 297.25 feet, a distance of 48.36 feet; thence continuing Northeasterly, Easterly and Southeasterly, on a curve to the right, having a common tangent with the last described curve at the last described point and having a radius of 106.25 feet, a distance of 157.63 feet; thence continuing Southeasterly on a curve to the right, having a common tangent with the last described curve at the last described point and having a radius of 397.25 feet, a distance of 69.33 feet; thence South 1 degree 02 minutes 09 seconds East, tangent to the last described curve, a distance of 111.19 feet; thence South 0 degrees 06 minutes 33 seconds West, parallel with and 44.55 feet West of, measured at right angles thereto, the East line of the West 1/2 of said Section 9, a distance of 200.66 feet, more or less, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence South 39 degrees 25 minutes 03 seconds West, along said Northwesterly right-of-way line, a distance of 969.42 feet to a point on the Easterly right-of-way line of said Roeland Drive; thence North 50 degrees 34 minutes 57 seconds West, along said Easterly right-of-way line of said Roeland Drive; thence North 50 degrees 34 minutes 57 seconds West, along said Easterly right-of-way line, a distance of 17 feet; thence continuing Northwesterly and Northerly, along said Easterly right-of-way line, being a curve to the right, tangent to the last described course and having a radius of 260.50 feet, a distance of 243.40 feet; thence continuing Northerly and Northwesterly, along said Easterly right-of-way line, being a curve to the left having a common tangent with the last described curve at the last described point and having a radius of 490 feet, a distance of 294.36 feet; thence North 31 degrees 28 minutes 08 seconds West along said Easterly right-of-way line, a distance of 125.55 feet, to the point of beginning;

EXCEPT THOSE PORTIONS DESCRIBED AS FOLLOWS:

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the West line of the Northwest 1/4 of the said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, a distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03 seconds East, along the Northwesterly right-of-way line of U.S. Highway No. 50, a distance of 457.42 feet; thence North 50 degrees 34 minutes 57 seconds West, along a line perpendicular to the last described course, a distance of 66.29 feet, to the true point of beginning of subject tract; thence North 50 degrees 44 minutes 32 seconds West, a distance of 286.62 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 157.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 128.87 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 50.50 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 99.75 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 15.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 10 feet; thence North 39 degrees 15 minutes 28 seconds East a distance of 16 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 48 feet; thence South 39 degrees 15 minutes 28 seconds West, a distance of 238.70 feet to the true point of beginning of subject tract;

AND

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the West line of the Northwest 1/4 of said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of

125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and a central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwestern right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03 seconds East, along the Northwestern right-of-way line of said U.S. Highway No. 50, a distance of 969.42 feet to a point on the Westerly right-of-way line of Roe Boulevard, as now established; thence North 0 degrees 06 minutes 33 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 200.66 feet; thence North 1 degree 02 minutes 09 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 49.27 feet; thence South 88 degrees 57 minutes 51 seconds West, along a line perpendicular to the last described course, a distance of 21.76 feet, to the true point of beginning of subject tract; thence South 84 degrees 15 minutes 28 seconds West, a distance of 277.17 feet; thence North 5 degrees 44 minutes 32 seconds West, a distance of 132.75 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 252.67 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 91.92 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 24.50 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 40.83 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KF251209-1016; KF251209-1017

Legal:

Parcel 1:

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the West line of the Northwest 1/4 of the said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, a distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwestern right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03

seconds East, along the Northwesterly right-of-way line of U.S. Highway No. 50, a distance of 457.42 feet; thence North 50 degrees 34 minutes 57 seconds West, along a line perpendicular to the last described course, a distance of 66.29 feet, to the true point of beginning of subject tract; thence North 50 degrees 44 minutes 32 seconds West, a distance of 286.62 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 157.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 128.87 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 50.50 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 99.75 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 15.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 10 feet; thence North 39 degrees 15 minutes 28 seconds East a distance of 16 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 48 feet; thence South 39 degrees 15 minutes 28 seconds West, a distance of 238.70 feet to the true point of beginning of subject tract.

Parcel 2:

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the 3 West line of the Northwest 1/4 of said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and a central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03 seconds East, along the Northwesterly right-of-way line of said U.S. Highway No. 50, a distance of 969.42 feet to a point on the Westerly right-of-way line of Roe Boulevard, as now established; thence North 0 degrees 06 minutes 33 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 200.66 feet; thence North 1 degree 02 minutes 09 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 49.27 feet; thence South 88 degrees 57 minutes 51 seconds West, along a line perpendicular to the last described course, a distance of 21.76 feet, to the true point of beginning of subject tract; thence South 84 degrees 15 minutes 28 seconds West, a distance of 277.17 feet; thence North 5 degrees 44 minutes 32 seconds West, a distance of 132.75 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 252.67 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 91.92 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 24.50 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 40.83 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KF251209-1014; KF251209-1011

Legal:

Commencing at the northwest corner of the northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, in Johnson County, Kansas; thence North 3.70 feet to a point on the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section; thence deflecting to the right from the last described course 65 degrees 41 minutes 50 seconds, a distance of 1332.57 feet, said line being 9.0 feet south and parallel to the center tangent line of an 18 foot wide brick slab (formerly U.S. Highway No. 50) and now known as Johnson Drive; thence Southeasterly 90 degrees to the last described course a distance of 21 feet to the point of beginning; thence continuing on the last described course a distance of 250 feet; thence in a northeasterly direction along a course which makes an angle of 90 degrees to the last described course, a distance of 335.74 feet to the westerly line of Roeland Drive; thence deflecting to the left 98 degrees 09 minutes 58 seconds a distance of 251.72 feet to the southerly right of way line of said Johnson Drive; thence southwesterly along a line which is 30 feet from the center line of said Johnson Drive 300 feet to the point of beginning AND

All that part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, in the City of Mission, in said county and state, described as follows: From the northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 9; run thence North (this and all subsequent bearings being in relation to the west line of the Southwest $\frac{1}{4}$ of said Section 9, as having an assumed bearing of due North-South), 3.70 feet to a point in a line that is 9.0 feet Southerly distance at right angles to the center tangent line of an 18 foot brick slab known as Johnson Drive formerly U.S. Highway No. 50; run thence North 66 degrees 41 minutes 50 seconds East along said line, 1386.57 feet; run thence South 23 degrees 18 minutes 10 seconds East, 271.0 feet to the true point of beginning of the tract of land herein descried; thence North 66 degrees 41 minutes 50 seconds East 281.75 feet to the Westerly right of way line of Roeland Drive as now established; thence South 31 degrees 28 minutes 08 seconds East along said Westerly right of way line, 53.21 feet to the Northerly right of way line of Martway Street, as now established; thence South 66 degrees 51 minutes 57 seconds West along said Northerly right of way line, 289.31 feet; thence North 23 degrees 18 minutes 10 seconds West, 51.82 feet to the point of beginning, EXCEPT

All that part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, described as follows: From the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 9; thence run North (this and all subsequent bearings being in relation to the West line of the Southwest $\frac{1}{4}$ of said Section 9 as having an assumed bearing of due North-South) 3.70 feet to a point in a line that is 9.0 feet Southerly distance, at right angles to the center tangent line of an 18 foot wide brick slab known as Johnson Drive, formerly U.S. Highway 50; run thence North 66 degrees 41 minutes 50 seconds East along said line, 1332.57 feet; run thence South 23 degrees 18 minutes 10 seconds East, 21.0 feet to the Southerly right of way line of said

Johnson Drive, as now established, also being the true point of beginning of the tract of land herein described; thence continuing South 23 degrees 18 minutes 10 seconds East, 250.00 feet; thence North 66 degrees 41 minutes 50 seconds East, 54.0 feet; thence North 23 degrees 18 minutes 10 seconds West 250.00 feet to the Southerly right of way line of said Johnson Drive; thence South 66 degrees 41 minutes 50 seconds West along said Southerly right of way line 54.0 feet to the point of beginning.

Tax Parcel No.: KP38000000 0007

Legal:

Lots 7, 8, 9, 10, 21 and 22, Lot 23, except the East 10 feet thereof, and the East 95 feet of Lot 20, Block 5, Mission Village, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP38000000 0005; KP38000000 0006

Legal:

Lots 5 and 6, Block 5, Mission Village, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP38000000 0025A; KP38000000 0025; KP38000000 0024;
KP38000000 0023B

Legal:

All of Lots 24, 25 and 26, and the East 10 feet of Lot 23, all in Mission Village, Block 5, a subdivision in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeasterly corner of said Lot 26; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly line of said Lot 26, 137.74 feet to a point of curvature; thence Southeasterly along said Easterly line, on a curve to the right being tangent to the last described course having a radius of 440 feet, and an arc length of 48.65 feet to the Southeasterly corner of said Lot 26; thence South 66 degrees 41 minutes 50 seconds West along the Southerly line of said Lot 23 thru 26, 413.42 feet; thence North 23 degrees 03 minutes 34 seconds West, 185.87 feet to a point on the Northerly line of said Lot 23; thence North 66 degrees 51 minutes 26 seconds East, along the Northerly line of said Lots 23 thru 26, 389.09 feet to the point of beginning.

Tax Parcel No.: KP38000000 0004; KP38000000 0003; KP38000000 0019A;
KP38000000 0002; KP38000000 0018; KP38000000 0017; KP37500004 0002B;
KP38000000 0012A; KP38000000 0012B

Legal:

Tract I:

All that part of Lot 2, Block 4, Mission Village, a subdivision of land now in the City of Mission, Johnson County, Kansas, lying Easterly of the following described line: Beginning at a point on the Northerly line of said Lot 2, which point is 9.92 feet Southwesterly from the Northeasterly corner of said Lot 2; thence Southeasterly, to a

point in the Southerly line of said Lot 2, which is 10.83 feet Southwesterly from the Southeasterly corner of said Lot 2, and also all of Lots 3, 4 and 5, all in said Block 4, and also vacated Birch Street.

Tract II:

All that part of Lots 12 and 13, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeasterly corner of said Lot 13; thence South 66 degrees 51 minutes 26 seconds West, along the Northwesterly line of said Lot 13, a distance of 134.11 feet, to the Northwesterly corner thereof; thence Southwesterly and Westerly, along the Northerly line of said Lot 12, said line being on a curve to the right, having a radius of 250 feet, a distance of 74.05 feet; thence South 00 degrees East, a distance of 0.80 feet; thence South 86 degrees 07 minutes 00 seconds East, a distance of 154.66 feet, thence South 41 degrees East a distance of 210 feet, to a point on the Southerly line of said Lot 13, thence South 63 degrees 16 minutes 00 seconds East, along the Southerly line of said Lot 13, a distance of 8.41 feet, to the Southeasterly corner thereof, thence Northwesterly, along the Northeasterly line of said Lot 13, to the point of beginning, and also all of Lots 2, 3, 4, 15, 17, 18, 19 and all of Lot 20, Except the East 95 feet thereof of said Mission Village, Block 5, and also all of vacated Birch Street, lying adjacent to Lots 2 and 3, of said Mission Village, Block 5, all except that part thereof in roads and streets.

Tract III:

All that part of Lots 12 and 13, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of said Lot 13, thence South 85 degrees 53 minutes, 10 seconds East, along the Southerly line of said Lot 13, a distance of 81.87 feet; thence North 24 degrees, 58 minutes, 41 seconds East, along said Southerly line, a distance of 79.22 feet; thence North 41 degrees West a distance of 210.00 feet; thence North 86 degrees, 07 minutes West, a distance of 154.66 feet; thence South 13 degrees, 23 minutes, 09 seconds East, a distance of 107.56 feet to a point on the Southerly line of said Lot 12; thence Southeasterly along said Southerly line of Lot 12 and the Westerly line of said Lot 13; said lines being on a curve to the right, having an initial tangent bearing of North 77 degrees, 21 minutes 56 seconds East, a radius of 125 feet, and an arc length of 232.21 feet to the point of beginning.

Tax Parcel No.: KP35000000 0001

Legal:

Beginning 72.77 feet North and 25 feet East of the Southwest corner of the Northwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, thence Northeasterly along the Northerly line of U.S. Highway No. 50, 113.7 feet, thence North 23 degrees 23 minutes West 135 feet; thence South 66 degrees and 37 minutes West 60.1 feet, thence South 131.8 feet to the beginning; also known as Lot 1, Mission Vale, an addition according to the recorded plat thereof.

Tax Parcel No.: KP37500004 0001; KP38000000 0001

Legal:

Tract I:

All of Lot 1, EXCEPT the West 10 feet of Lot 1, Block 4, taken under Condemnation Suit No. 45522, and Lot 2, Block 4, Mission Village, lying Westerly of the following described line: Beginning at a point on the Northerly line of said Lot 2, which point is 9.92 feet Southwesterly from the Northeasterly corner of said Lot 2; thence Southeasterly to a point in the Southerly line of said Lot 2, which is 10.83 feet Southwesterly from the Southeasterly corner of said Lot 2, all in Block 4, Mission Village, a subdivision in the City of Mission, Johnson County, Kansas.

Tract II:

All of Lot 1, Mission Village, Block 5, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP38000000 0015

Legal:

Lot 15, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP38000000 0016

Legal:

Lot 16, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas, also called Martway Pumping Station.

ORDINANCE NO. 1195

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 1190 ESTABLISHING A REDEVELOPMENT DISTRICT (ROCK CREEK REDEVELOPMENT)

WHEREAS, on January 11, 2006, the City of Mission, Kansas (the "City"), established the Rock Creek Redevelopment District pursuant to K.S.A. 12-1770 *et seq.*, as amended, by passage of Ordinance No. 1190; and

WHEREAS, Exhibit A to Ordinance No. 1190 depicted the boundaries of redevelopment project areas within the Rock Creek Redevelopment District; and

WHEREAS, the City wishes to modify the boundary between the areas designated as Project Area 1 and Project Area 3 on Exhibit A attached to Ordinance No. 1190; and

WHEREAS, the amendment to the boundary between Project Area 1 and Project Area 3 does not constitute an addition of area to the Rock Creek Redevelopment District or a substantial change to the Rock Creek Redevelopment District;

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS, AS FOLLOWS:

Section 1. The Governing Body of the City hereby finds and determines that the area proposed to be included as a redevelopment district is as follows:

A parcel within the city of Mission, Kansas, depicted on the attached Exhibit A.

A legal description of the area encompassing the redevelopment district is attached hereto as Exhibit B.

Section 2. The Governing Body of the City hereby finds and determines that (a) the area described in Section 1 of this Ordinance is a "blighted area" because a majority of the property in such area is within a 100-year floodplain area, and therefore, is an "eligible area" as defined in the Act, and (b) the conservation, development and redevelopment of such area is necessary to promote the general and economic welfare of the City.

Section 3. The Governing Body of the City hereby finds and determines that the district plan includes the following redevelopment project areas depicted on the attached Exhibit A which are all located within the redevelopment district described in Section 1 of this Ordinance:

Project Area 1. Redevelopment of the existing Mission Mall shopping center and adjacent property consisting of one or more commercial and residential facilities

and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Project Area 2. One or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Project Area 3. One or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Project Area 4. One or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the redevelopment project.

Section 4. In accordance with the Act and Resolution 615, a redevelopment district is hereby established in the City encompassing the area described in Section 1 of this Ordinance. The redevelopment district does not contain any property not referenced in Resolution 615 which provided notice of the public hearing.

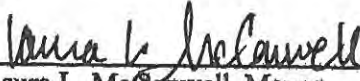
Section 5. The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage by the governing body of the City and publication once in the official City newspaper.

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2006.

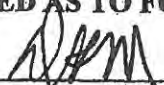
ADOPTED by the City Council of the City of Mission, Kansas on February 8,



Laura L. McConwell, Mayor

ATTEST:


Martha Sumrall, City Clerk

APPROVED AS TO FORM:


David K. Martin, City Attorney

EXHIBIT A

PROPOSED TIF DISTRICT:
ROCK CREEK FLOODPLAIN

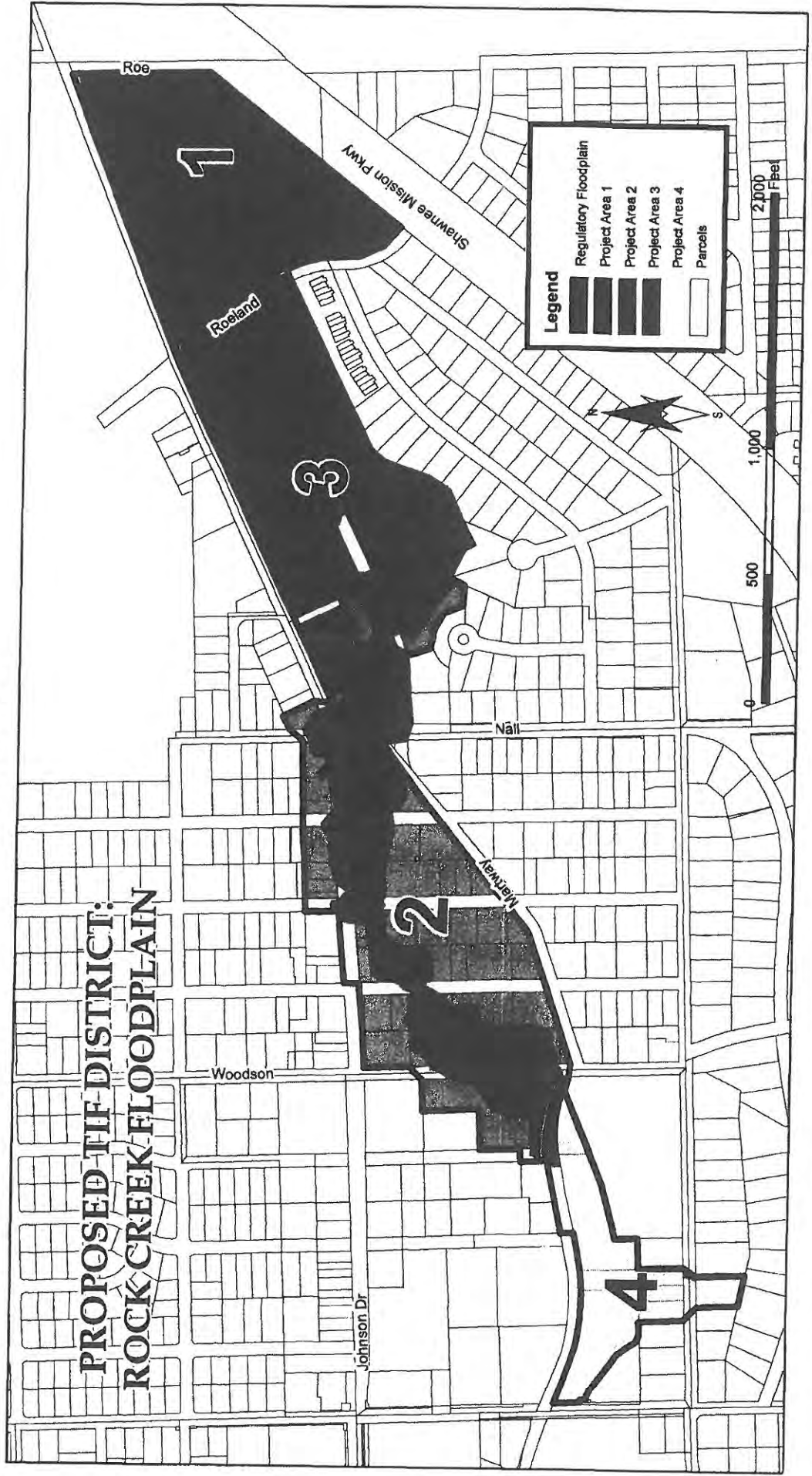


Exhibit B
CITY OF MISSION, KANSAS
ROCK CREEK REDEVELOPMENT DISTRICT
Legal Description

Tax Parcel No.: KP27500000 0020; KP27500000 0042B; KP27500000 0042A

Legal:

Lots 20 and 42, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0080C

Legal:

All that part of the South 55 feet of Lot 80 and all that part of Lot 81, Missionhill Acres, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of said Lot 81; thence N 0° 08' 04" E, along the West line of said Lot 81, a distance of 102.32 feet, to the true point of beginning of subject tract; thence S 89° 58' 25" E, along a line parallel with the North line of said Lot 81, a distance of 29.54 feet; thence S 0° 08' 04" W, along a line parallel with the West line of said Lot 81, a distance of 12.92 feet; thence S 89° 58' 25" E, along a line parallel to the North line of said Lot 81, a distance of 110.39 feet, to a point on the East line thereof; thence N 0° 08' 04" E, along the East line of said Lot 81 and along the East line of said Lot 80, a distance of 82.32 feet; thence N 88° 59' 15" W, a distance of 139.95 feet to a point on the West line of said Lot 80; thence S 0° 08' 04" W, along the West line of said Lot 80 and along the West line of said Lot 81, a distance of 71.81 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KP27500000 0104C

Legal:

Lot 104, Except the west 75 feet, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0104B; KP27500000 0104A

Legal:

The East 50 feet of the West 75 feet of Lot 104, Missionhill Acres, and also the West 25 feet of said Lot 104, Missionhill Acres, a subdivision in Johnson County, Kansas, according to the plat thereof.

Tax Parcel No.: KP27500000 0081

Legal:

Lot 81, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, except, All that part of the South 55 feet of Lot 80 and all that part of Lot 81, Missionhill

Acres, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of said Lot 81; thence N 0° 08' 04" E, along the West line of said Lot 81, a distance of 102.32 feet, to the true point of beginning of subject tract; thence S 89° 58' 25" E, along a line parallel with the North line of said Lot 81, a distance of 29.54 feet; thence S 0° 08' 04" W, along a line parallel with the West line of said Lot 81, a distance of 12.92 feet; thence S 89° 58' 25" E, along a line parallel to the North line of said Lot 81, a distance of 110.39 feet, to a point on the East line thereof; thence N 0° 08' 04" E, along the East line of said Lot 81 and along the East line of said Lot 80, a distance of 82.32 feet; thence N 88° 59' 15" W, a distance of 139.95 feet to a point on the West line of said Lot 80; thence S 0° 08' 04" W, along the West line of said Lot 80 and along the West line of said Lot 81, a distance of 71.81 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KP27500000 0021A

Legal:

Lot 21 and the North ½ of vacated 60 Street adjacent to said Lot 21 on the South, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, EXCEPT beginning at a point on the Southerly prolongation of the West line of said Lot 21 and the centerline of vacated 60 Street; thence Northeasterly along the centerline of vacated 60 Street, 77.39 feet; thence Southwesterly along a curve to the left, 63.81 feet, said curve having a radius of 170 feet, to a point, said point being in the Westerly line of said Lot 21; thence South along the Westerly line of said Lot 21, 27.25 feet to the point of beginning.

Tax Parcel No.: KP27500000 0041; KP27500000 0040B

Legal:

Tract I: Lot 41, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tract II: The North 50 feet of Lot 40, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0082B; KP27500000 0082A; KP27500000 0083A

Legal:

All of Lot 82 and the North 40 feet of Lot 83, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27600000 0003

Legal:

Lot 3, Resurvey of Lot 103, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27600000 0002; KP27600000 0001

Legal: Lots 1 and 2, Resurvey of Lot 103, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0144B; KP27500000 0144C; KP27500000 0144A

Legal:

Tract I:

Beginning at the Northeast corner of Lot 144, in Missionhill Acres, a subdivision in Johnson County, Kansas; thence in a Westerly direction along the North line of said Lot, a distance of 53.50 feet to a point; thence Southerly 117.38 feet to a point which is 52.50 feet West of the Southeast corner of said Lot 144; thence East along the South line of said Lot 52.50 feet to the Southeast corner thereof; thence North along the Easterly line of said Lot, a distance of 120 feet to the point of beginning, all a part of Section 8, Township 12, Range 25, Except that part in roads.

Tract II:

Beginning at a point in the North line of Lot 144, Missionhill Acres, a subdivision in Johnson County, Kansas, which is 30.82 feet East of the Northwest corner of said Lot 144; thence South and parallel to the West line of said Lot 144, a distance of 19.8 feet to the Northeast corner of a store building; thence in a Southerly direction along the East line of said store building a distance of 46.83 feet more or less to the Southeast corner of said store building; thence South and parallel to the West line of said Lot 144 a distance of 48 feet to a point in the South line of said Lot 144, which point is 32.75 feet East of the Southwest corner of Lot 144; thence East along the South line of said Lot 144 a distance of 54.75 feet to a point which is 52.50 feet West of the Southeast corner of Lot 144; thence in a Northerly direction distance of 117.38 feet to a point in the North line of Lot 144, which is 53.50 feet West of the Northeast corner of Lot 144; thence West along the North line of said Lot 144, a distance of 55.85 feet to the point of beginning, except that part in roads.

Tract III:

Beginning at a point on the South line of Lot 144, in Missionhill Acres, a subdivision in Johnson County, Kansas, which is 30 feet East of the Southwest corner of said Lot 144; thence North and parallel to the West line of Lot 144 a distance of 114.6 feet to a point on the North line of said Lot 144; thence East along the North line of Lot 144 distance of .78 feet to a point; thence South and parallel to the West line of Lot 144 a distance of 19.8 feet to the Northeast corner of a store building; thence in a Southerly direction along the East line of said store building a distance of 46.83 feet, more or less, to the Southeast corner of said store building to a point which is 32.75 feet East of the West line and 48 feet North of the South line of said Lot; thence South and parallel to the West line of said Lot 144, a distance of 48 feet to a point on the South line of said Lot 144; thence West 2.75 feet to the point of beginning, and all of the West 30 feet of Lot 144, Missionhill Acres, Except that part in roads.

Tax Parcel No.: KP27500000 0164

Legal:

All of Lot 164 in Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas as recorded in Book 7, Plats, at Page 20, Except the following described tract: Beginning at the Southwest corner, Lot 164 in Missionhill Acres; thence North along the West line of said Lot 164 a distance of 47.63 feet to a point; thence in an easterly direction on a line parallel to and 47.63 feet North of the South line of the said Lot 164 a distance of 74.50 feet to a point; thence South along a line that is parallel to and 74.50 feet East of the West line of said Lot 164 a distance of 47.63 feet to a point in the South line of said Lot 164; thence West along the South line of said Lot 164 a distance of 74.50 feet to the point of beginning.

Tax Parcel No.: KP27500000 0205

Legal:

Lot 205, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0226

Legal:

Lot 226 Except the South 19.74 feet in the Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of Lot 226 of said Missionhill Acres; thence N 00° 10' 38" W on the West line of said Lot 226 a distance of 19.74 feet to the point of beginning; thence continuing N 00° 10' 38" W on said West line a distance of 100.26 feet; thence N 88° 44' 05" E on the North line of said Lot 226 a distance of 140.68 feet; thence S 00° 04' 44" E on the East line of said Lot 226 a distance of 103.36 feet; thence N 90° 00' 00" W a distance of 140.48 feet to the point of beginning.

Tax Parcel No.: KP27500000 0225B

Owner: Groundrunner Properties, LLC, a Kansas limited liability company

Legal:

The North ½ of Lot 225 and the South 19.74 feet of Lot 226, in Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southwest corner of Lot 226 of said Missionhill Acres; thence North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 226 a distance of 19.74 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 140.48 feet to a point on the East line of said Lot 226; thence South 00 degrees 04 minutes 44 seconds West on the East line of said Lot 226 and Lot 225, a distance of 79.74 feet to the Southeast corner of the North ½ of said Lot 225; thence South 90 degrees 00 minutes 00 seconds West a distance of 140.34 feet to the Southwest corner of the North ½ of said Lot

225; thence North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 225 a distance of 60.00 feet to the Point of Beginning.

Tax Parcel No.: KP27500000 0164A

Legal:

Beginning at the Southwest corner of Lot 164 in Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas; thence North along the West line of said Lot 164, a distance of 47.63 feet to a point; thence in an Easterly direction on a line parallel to and 47.63 feet North of the South line of said Lot 164, a distance of 74.50 feet to a point, thence South along a line that is parallel to and 74.50 feet East of the West line of said Lot 164, a distance of 47.63 feet to a point in the South line of the said Lot 164; thence West along the South line of said Lot 164, a distance of 74.50 feet to the point of beginning.

Tax Parcel No.: KP27500000 0101

Legal:

The North 100 feet of Lot 101 and all of Lot 102, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0145; KP27500000 0146

Legal:

Lots 145 and 146, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0083B

Legal:

The South 80 feet of Lot 83 and the North 40 feet of Lot 84, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0039

Legal:

Lot 39 and the South 70 feet of Lot 40, Missionhill Acres, City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0163; KP27500000 0206B; KP27500000 0206A;
KP27500000 0162

Legal:

Lots 162, 163 and 206, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0225A

Legal:

The South Half of Lot 225, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0084A

Legal:

The South 80 feet of Lot 84 and all of Lot 85, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0207; KP27500000 0207A

Legal:

The North 60 feet of Lot 207 and the South 60 feet of Lot 207, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KF251208-4049; KF251208-4050; KF251208-4040

Owner: Mission Hills Apartments, L.L.C., a Minnesota limited liability company

Legal:

Tract I:

Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 degrees 19 minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; for the True Point of Beginning; thence North, along a line 330 feet West of and parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 275.81 feet, to a point 520 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 degrees 56 minutes East, along a line 520 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 156 feet; thence South, along a line parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, to a point in the centerline of 60th Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60th Street to the True Point of Beginning, except that part in 60th Street and Dearborn Street.

Tract II:

Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence North 89 degrees 56 minutes West 149 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of

the Southeast Quarter, 25 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 46 feet; thence South 89 degrees 56 minutes East along a line parallel to the North line of the Northwest Quarter of the Southeast Quarter, 174 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North along said East line 266 feet more or less to the point of beginning, except that part in Woodson Street.

Tract III:

Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 degrees 19 minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North, along a line 330 feet West of said parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 495.81 feet, to a point 300 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 degrees 56 minutes East, along a line 300 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 330 feet; thence South, along the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 497.90 feet to the point of beginning, EXCEPT

Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 degrees 19 minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; for the True Point of Beginning; thence North, along a line 330 feet West of and parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 275.81 feet, to a point 520 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 degrees 56 minutes East, along a line 520 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 156 feet; thence South, along a line parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, to a point in the centerline of 60th Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60th Street to the True Point of Beginning,

EXCEPT Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence North 89 degrees 56 minutes West 149 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 25 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 46 feet; thence South 89 degrees 56 minutes East along a line parallel to the North line of the Northwest Quarter of the Southeast Quarter, 174 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North along said East line 266 feet more or less to the point of beginning, EXCEPT Beginning at a point on the East line and 300 feet South of the North line of the

Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, thence North 89 degrees 56 minutes West 149 feet to the true point of beginning; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet; thence North and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 220 feet; thence South 89 degrees 56 minutes East along a line 300 feet South and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet to the true point of beginning, all in the City of Mission, Johnson County, Kansas, and except those parts in streets and roads.

Tax Parcel No.: KP27500000 0224A

Legal:

The North One-Half of Lot 224, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0100B

Legal:

All of the North 40 feet of Lot 100 and the South 20 feet of Lot 101, in Missionhill Acres, a subdivision, in Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0224B; KP27500000 0223A

Legal:

Missionhill Acres, South one-half of Lot 224, and the North one-half of Lot 223, subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof

Tax Parcel No.: KP27500000 0147

Legal:

Lot 147, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0161A

Legal:

The North half of Lot 161, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0208; KP27500000 0210

Legal:

Lots 208, 209, 210 and 211, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0100A

Legal:

The South 60 feet of the North 100 feet of Lot 100, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0160

Legal:

Lot 160, and the South half of Lot 161, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0099

Legal:

Lot 99 and the South 20 feet of Lot 100, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0223B

Legal:

The North 50 feet of the South 60 feet of Lot 223, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0148

Legal:

Lot 148, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0222

Legal:

Lot 222 except that South 9 feet thereof, and the South 10 feet of Lot 223, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP27500000 0149

Legal:

All of Lot 149, Missionhill Acres, a subdivision now in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0159

Legal:

Lot 159, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP27500000 0221A

Legal:

The North 77 feet of Lot 221, and the South 9 feet of Lot 222, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP27500000 0220A

Legal:

The South 43 feet of Lot 221, and all of Lot 220, except that portion deeded to the City of Mission for street and highway purposes as recorded in Book 451, Deeds at Page 201, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KF251208-4033

Legal:

All that part of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, Johnson County, Kansas, described as follows: Beginning at a point in the West line of said Quarter Quarter Quarter Section 200 feet north of the Southwest corner; thence South 89 degrees 34 minutes East parallel to the South line of said Quarter Quarter Quarter Section 465.0 feet; thence North and parallel to the West line of said Quarter Quarter Quarter Section 182.63 feet; thence North 67 degrees 05 minutes West 504.84 feet to the West line of said Quarter Quarter Quarter Section; thence South 375.7 feet to the point of beginning,

Except that part described as follows:

The East 10 feet of the West 30 feet of all that part of the Southwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ Section 8, Township 12, Range 25 described as follows: Beginning at a point in the West line of said Quarter Quarter Quarter Section, 200 feet North of the Southwest corner; thence South 89 degrees 34 minutes East parallel to the South line of said Quarter Quarter Quarter Section 465.0 feet; thence North and parallel to the West line of said Quarter Quarter Quarter Section, 182.63 feet; thence North 67 degrees 05 minutes West 504.84 feet to the West line of said Quarter Quarter Quarter Section; thence South 375.7 feet to the point of beginning, in Johnson County, Kansas,

And except

Beginning 398 feet North and 30 feet East of the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25; thence East 10 feet; thence North 40 feet; thence West 10 feet; thence South 40 feet to point of beginning, in Johnson County, Kansas,

And except

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, described as follows: Beginning at a point on the West line of said Quarter Quarter Quarter Section, 200 feet North of the Southwest corner thereof; thence North 217.50 feet along said West line; thence East 30 feet; thence

Southeasterly 50.99 feet along a curve to the right with a radius of 75.89 feet and tangent to the last described course; thence South 51 degrees, 30 minutes East, 145.30 feet; thence Southeasterly 59.60 feet along a curve to the right with a radius of 205.62 feet and tangent to the last described course; thence South 34 degrees, 53 minutes, 37 seconds East, 54.60 feet; thence Southeasterly 55.30 feet along a curve to the left with a radius of 58.04 feet and tangent to the last described course to a point of a line 200 feet North of the South line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North 89 degrees, 34 minutes, 00 seconds West, 310 feet to the point of beginning.

Tax Parcel No.: KF251208-4043

Legal:

That part of the East 300 feet of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, which lies North of the Mission City Park Property conveyed to the City of Mission by Deed recorded in Book 354 Deeds, at Page 533 and South of 60th Street, being more particularly described as follows: Commencing at a point on the East line of the Northwest Quarter of the Southeast Quarter of said Section 8, which is 527.40 feet North of the Southeast corner thereof; thence South 66 degrees 19 minutes West, along the Northerly boundary line of said Mission City Park property, a distance of 66.24 feet to the point of beginning of the tract herein described, said point of beginning being on the center line of 60th Street, as now dedicated; thence continuing South 66 degrees 19 minutes West, along the Northerly boundary of said Park property, a distance of 294.11 feet, more or less, to a point 330 feet West of the East line of said Quarter Quarter Section; thence North, along a line 330 feet West of and parallel to the East line of said Quarter Quarter Section, a distance of 147.22 feet, more or less, to the center line of the dedicated right of way of said 60th Street; thence Northeasterly, Easterly and Southeasterly along said centerline, a distance of 273.76 feet, more or less, to the point of beginning, except that part in street and roads as conveyed to the City of Mission in Book 436 Deeds, Page 621, and in Book 440 Deeds, Page 367.

Tax Parcel No.: KP27500000 0220B

Legal:

Beginning at a point on the east right-of-way line of Woodson Road, said point being the southwest corner of Lot 220, Missionhill Acres, a subdivision in Section 8, Township 12, Range 25, Johnson County, Kansas, thence north a distance of 40.84 feet to a point 54.0 feet south of the north line of said Lot 220, thence east and parallel to the north line of said Lot 220 a distance of 132.20 feet more or less to a point on the south line of said Lot 220, thence in a southwesterly direction and along the south line of said Lot 220 a distance of 138.37 feet to the point of beginning.

Tax Parcel No.: KF151208-4038

Legal:

That part of the northwest quarter of the Southeast quarter of Section 8, Township 12, Range 25, in Mission, Johnson County, Kansas, described as follows: Beginning at a point 200 feet north of the South line and 540 feet east of the west line of the northwest quarter of the southeast quarter of said Section 8, thence South 89° 43' 30" east along a line parallel with the South line of the northwest quarter of the southeast quarter of said Section 8 a distance of 121.61 feet; thence North 0° 12' 30" east along the west line of the park tract deeded to the City of Mission in Deed Book 345 at page 533 in the Office of the Register of Deeds, Olathe, Kansas, 90 feet; thence north 77° 53' 30" east along the northerly line of said park tract 248.30 feet; thence north 66° 26' 30" east along the northerly line of said park tract 95.16 feet; thence north 0° 01' 40" east 121.99 feet to the south line of 60th Street as established by the deed in Deed Book 436 at page 621 in the Office of the Register of Deeds; thence southwesterly along the south line of said 60th Street, said line being on a curve to the left having a radius of 522.19 feet and whose initial tangent bearing is south 81° 03' 00" west, a distance of 11.95 feet to a point of tangency; thence south 80° 24' 00" west along the south line of said 60th Street 446.49 feet; thence south along a line parallel with the west line of the northwest quarter of the southeast quarter of said Section 8, a distance of 224.94 feet to the point of beginning.

Tax Parcel No.: KF251208-4039

Legal:

The East 75 feet of the West 540 feet of the Northeast Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, Johnson County, Kansas, lying South of 60th Street, except the South 200 feet thereto.

Tax Parcel No.: KF251208-4030

Legal:

All of the West 65 feet of the East 185.82 feet of the South 200 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, except that part in roads.

Tax Parcel No.: KF251208-4029

Legal:

All of the West 60 feet of the East 245.82 feet of the South 200 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 12, Range 25, Johnson County, Kansas except that part in streets and roads.

Tax Parcel No.: KF251208-4031

Legal:

The West 80 feet of the East 325.82 feet of the South 200 feet of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, except that part now in 61st Street, now in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP07000006 0009

Legal:

Lot 9, Block 6, Countryside, a subdivision in the City Mission, Johnson County, Kansas.

Tax Parcel No.: KF251209-1008; KF251209-1013; KF251209-2002

Legal:

PARCEL 1:

All that part of the West 1/2 of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, more particularly described as follows: From the West 1/4 corner of said Section 9 (being the same as the Southwest corner of the Northwest 1/4 of said Section 9), run thence North 0 degrees East (this and all other bearings being in relation to the West line of said Section 9, having an assumed bearing of due North-South) along said West line, a distance of 339.15 feet; thence North 90 degrees East a distance of 1742.10 feet to the true point of beginning of the tract of land herein described, said point being on the Easterly right-of-way line of Roeland Drive, as said Street is now established; thence North 31 degrees 28 minutes 08 seconds West, a distance of 358.19 feet to a point on the Southerly right-of-way line of Johnson Drive, as now established; thence North 69 degrees 35 minutes 52 seconds East along said Southerly line, a distance of 143.70 feet; thence North 70 degrees 10 minutes 33 seconds East along said Southerly line a distance of 434.76 feet to a point (being the Northwesterly corner of a tract of land condemned for right-of-way by the Kansas Turnpike Authority as Tract No. J-11 under Suit No. 24661, filed June 6, 1958, in the District Court of Johnson County, Kansas, and conveyed by instrument dated February 7, 1959, in Book 422 Deeds, at Page 233, under Document No. 574033); thence South 19 degrees 49 minutes 27 seconds East along the Westerly line of said tract, a distance of 1.53 feet; thence along the Southerly right-of-way line of the tract so condemned and conveyed, North 74 degrees 38 minutes 36 seconds East, a distance of 342.82 feet; thence Northeasterly on a curve to the right, tangent to the last described course, having a radius of 297.25 feet, a distance of 48.36 feet; thence continuing Northeasterly, Easterly and Southeasterly, on a curve to the right, having a common tangent with the last described curve at the last described point and having a radius of 106.25 feet, a distance of 157.63 feet; thence continuing Southeasterly on a curve to the right, having a common tangent with the last described curve at the last described point and having a radius of 397.25 feet, a distance of 69.33 feet; thence South 1 degree 02 minutes 09 seconds East, tangent to the last described curve, a distance of 111.19 feet; thence South 0 degrees 06 minutes 33 seconds West, parallel with and 44.55 feet West of, measured at right angles thereto, the East line of the West 1/2 of said Section 9, a distance of 200.66 feet, more or less, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence South 39 degrees 25 minutes 03 seconds West, along said Northwesterly right-of-way line, a distance of 969.42 feet to a point on the Easterly right-of-way line of said Roeland Drive; thence North 50 degrees 34 minutes 57 seconds West, along said Easterly right-of-way line of said Roeland Drive; thence North 50 degrees 34 minutes 57 seconds West, along said Easterly right-of-way line, a distance of 17 feet; thence continuing Northwesterly and Northerly, along said Easterly right-of-way line, being a curve to the right, tangent to the last described course and having a radius of 260.50 feet, a distance of 243.40 feet; thence continuing Northerly and Northwesterly, along said Easterly right-of-way line, being a curve to the left having a common tangent with the last described curve at the last described point and having a radius of 490 feet, a distance of 294.36 feet; thence North 31 degrees 28 minutes 08 seconds West along said Easterly right-of-way line, a distance of 125.55 feet, to the point of beginning;

EXCEPT THOSE PORTIONS DESCRIBED AS FOLLOWS:

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the West line of the Northwest 1/4 of the said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, a distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03 seconds East, along the Northwesterly right-of-way line of U.S. Highway No. 50, a distance of 457.42 feet; thence North 50 degrees 34 minutes 57 seconds West, along a line perpendicular to the last described course, a distance of 66.29 feet, to the true point of beginning of subject tract; thence North 50 degrees 44 minutes 32 seconds West, a distance of 286.62 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 157.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 128.87 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 50.50 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 99.75 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 15.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 10 feet; thence North 39 degrees 15 minutes 28 seconds East a distance of 16 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 48 feet; thence South 39 degrees 15 minutes 28 seconds West, a distance of 238.70 feet to the true point of beginning of subject tract;

AND

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the West line of the Northwest 1/4 of said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of

125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and a central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03 seconds East, along the Northwesterly right-of-way line of said U.S. Highway No. 50, a distance of 969.42 feet to a point on the Westerly right-of-way line of Roe Boulevard, as now established; thence North 0 degrees 06 minutes 33 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 200.66 feet; thence North 1 degree 02 minutes 09 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 49.27 feet; thence South 88 degrees 57 minutes 51 seconds West, along a line perpendicular to the last described course, a distance of 21.76 feet, to the true point of beginning of subject tract; thence South 84 degrees 15 minutes 28 seconds West, a distance of 277.17 feet; thence North 5 degrees 44 minutes 32 seconds West, a distance of 132.75 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 252.67 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 91.92 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 24.50 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 40.83 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KF251209-1016; KF251209-1017

Legal:

Parcel 1:

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the West line of the Northwest 1/4 of the said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, a distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03

seconds East, along the Northwesterly right-of-way line of U.S. Highway No. 50, a distance of 457.42 feet; thence North 50 degrees 34 minutes 57 seconds West, along a line perpendicular to the last described course, a distance of 66.29 feet, to the true point of beginning of subject tract; thence North 50 degrees 44 minutes 32 seconds West, a distance of 286.62 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 157.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 128.87 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 50.50 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 99.75 feet; thence North 39 degrees 15 minutes 28 seconds East, a distance of 15.10 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 10 feet; thence North 39 degrees 15 minutes 28 seconds East a distance of 16 feet; thence South 50 degrees 44 minutes 32 seconds East, a distance of 48 feet; thence South 39 degrees 15 minutes 28 seconds West, a distance of 238.70 feet to the true point of beginning of subject tract.

Parcel 2:

All that part of the West 1/2 of Section 9, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence North 0 degrees East, along the 3 West line of the Northwest 1/4 of said Section 9, a distance of 339.15 feet; thence North 90 degrees East, a distance of 1742.10 feet, to a point on the Easterly right-of-way line of Roeland Drive, as now established; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 125.55 feet, to a point of curvature; thence Southeasterly and Southerly, along the Easterly right-of-way line of said Roeland Drive, said line being on a curve to the right, having a radius of 490 feet, and a central angle of 34 degrees 25 minutes 13 seconds, a distance of 294.36 feet, to a point of reverse curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 260.50 feet, a central angle of 53 degrees 32 minutes 02 seconds, and whose initial tangent bearing is South 2 degrees 57 minutes 05 seconds West, distance of 243.40 feet, to a point of tangency; thence South 50 degrees 34 minutes 57 seconds East, along the Easterly right-of-way line of said Roeland Drive, a distance of 17 feet, to a point on the Northwesterly right-of-way line of U.S. Highway No. 50, as now established; thence North 39 degrees 25 minutes 03 seconds East, along the Northwesterly right-of-way line of said U.S. Highway No. 50, a distance of 969.42 feet to a point on the Westerly right-of-way line of Roe Boulevard, as now established; thence North 0 degrees 06 minutes 33 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 200.66 feet; thence North 1 degree 02 minutes 09 seconds West, along the Westerly right-of-way line of said Roe Boulevard, a distance of 49.27 feet; thence South 88 degrees 57 minutes 51 seconds West, along a line perpendicular to the last described course, a distance of 21.76 feet, to the true point of beginning of subject tract; thence South 84 degrees 15 minutes 28 seconds West, a distance of 277.17 feet; thence North 5 degrees 44 minutes 32 seconds West, a distance of 132.75 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 252.67 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 91.92 feet; thence North 84 degrees 15 minutes 28 seconds East, a distance of 24.50 feet; thence South 5 degrees 44 minutes 32 seconds East, a distance of 40.83 feet, to the true point of beginning of subject tract.

Tax Parcel No.: KF251209-1014; KF251209-1011

Legal:

Commencing at the northwest corner of the northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, in Johnson County, Kansas; thence North 3.70 feet to a point on the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section; thence deflecting to the right from the last described course 65 degrees 41 minutes 50 seconds, a distance of 1332.57 feet, said line being 9.0 feet south and parallel to the center tangent line of an 18 foot wide brick slab (formerly U.S. Highway No. 50) and now known as Johnson Drive; thence Southeasterly 90 degrees to the last described course a distance of 21 feet to the point of beginning; thence continuing on the last described course a distance of 250 feet; thence in a northeasterly direction along a course which makes an angle of 90 degrees to the last described course, a distance of 335.74 feet to the westerly line of Roeland Drive; thence deflecting to the left 98 degrees 09 minutes 58 seconds a distance of 251.72 feet to the southerly right of way line of said Johnson Drive; thence southwesterly along a line which is 30 feet from the center line of said Johnson Drive 300 feet to the point of beginning AND

All that part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, in the City of Mission, in said county and state, described as follows: From the northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 9; run thence North (this and all subsequent bearings being in relation to the west line of the Southwest $\frac{1}{4}$ of said Section 9, as having an assumed bearing of due North-South), 3.70 feet to a point in a line that is 9.0 feet Southerly distance at right angles to the center tangent line of an 18 foot brick slab known as Johnson Drive formerly U.S. Highway No. 50; run thence North 66 degrees 41 minutes 50 seconds East along said line, 1386.57 feet; run thence South 23 degrees 18 minutes 10 seconds East, 271.0 feet to the true point of beginning of the tract of land herein described; thence North 66 degrees 41 minutes 50 seconds East 281.75 feet to the Westerly right of way line of Roeland Drive as now established; thence South 31 degrees 28 minutes 08 seconds East along said Westerly right of way line, 53.21 feet to the Northerly right of way line of Martway Street, as now established; thence South 66 degrees 51 minutes 57 seconds West along said Northerly right of way line, 289.31 feet; thence North 23 degrees 18 minutes 10 seconds West, 51.82 feet to the point of beginning, EXCEPT

All that part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, described as follows: From the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 9; thence run North (this and all subsequent bearings being in relation to the West line of the Southwest $\frac{1}{4}$ of said Section 9 as having an assumed bearing of due North-South) 3.70 feet to a point in a line that is 9.0 feet Southerly distance, at right angles to the center tangent line of an 18 foot wide brick slab known as Johnson Drive, formerly U.S. Highway 50; run thence North 66 degrees 41 minutes 50 seconds East along said line, 1332.57 feet; run thence South 23 degrees 18 minutes 10 seconds East, 21.0 feet to the Southerly right of way line of said

Johnson Drive, as now established, also being the true point of beginning of the tract of land herein described; thence continuing South 23 degrees 18 minutes 10 seconds East, 250.00 feet; thence North 66 degrees 41 minutes 50 seconds East, 54.0 feet; thence North 23 degrees 18 minutes 10 seconds West 250.00 feet to the Southerly right of way line of said Johnson Drive; thence South 66 degrees 41 minutes 50 seconds West along said Southerly right of way line 54.0 feet to the point of beginning.

Tax Parcel No.: KP38000000 0007

Legal:

Lots 7, 8, 9, 10, 21 and 22, Lot 23, except the East 10 feet thereof, and the East 95 feet of Lot 20, Block 5, Mission Village, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP38000000 0005; KP38000000 0006

Legal:

Lots 5 and 6, Block 5, Mission Village, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Tax Parcel No.: KP38000000 0025A; KP38000000 0025; KP38000000 0024;
KP38000000 0023B

Legal:

All of Lots 24, 25 and 26, and the East 10 feet of Lot 23, all in Mission Village, Block 5, a subdivision in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeasterly corner of said Lot 26; thence South 31 degrees 28 minutes 08 seconds East, along the Easterly line of said Lot 26, 137.74 feet to a point of curvature; thence Southeasterly along said Easterly line, on a curve to the right being tangent to the last described course having a radius of 440 feet, and an arc length of 48.65 feet to the Southeasterly corner of said Lot 26; thence South 66 degrees 41 minutes 50 seconds West along the Southerly line of said Lot 23 thru 26, 413.42 feet; thence North 23 degrees 03 minutes 34 seconds West, 185.87 feet to a point on the Northerly line of said Lot 23; thence North 66 degrees 51 minutes 26 seconds East, along the Northerly line of said Lots 23 thru 26, 389.09 feet to the point of beginning.

Tax Parcel No.: KP38000000 0004; KP38000000 0003; KP38000000 0019A;
KP38000000 0002; KP38000000 0018; KP38000000 0017; KP37500004 0002B;
KP38000000 0012A; KP38000000 0012B

Legal:

Tract I:

All that part of Lot 2, Block 4, Mission Village, a subdivision of land now in the City of Mission, Johnson County, Kansas, lying Easterly of the following described line: Beginning at a point on the Northerly line of said Lot 2, which point is 9.92 feet Southwesterly from the Northeasterly corner of said Lot 2; thence Southeasterly, to a

point in the Southerly line of said Lot 2, which is 10.83 feet Southwesterly from the Southeasterly corner of said Lot 2, and also all of Lots 3, 4 and 5, all in said Block 4, and also vacated Birch Street.

Tract II:

All that part of Lots 12 and 13, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeasterly corner of said Lot 13; thence South 66 degrees 51 minutes 26 seconds West, along the Northwesterly line of said Lot 13, a distance of 134.11 feet, to the Northwesterly corner thereof; thence Southwesterly and Westerly, along the Northerly line of said Lot 12, said line being on a curve to the right, having a radius of 250 feet, a distance of 74.05 feet; thence South 00 degrees East, a distance of 0.80 feet; thence South 86 degrees 07 minutes 00 seconds East, a distance of 154.66 feet, thence South 41 degrees East a distance of 210 feet, to a point on the Southerly line of said Lot 13, thence South 63 degrees 16 minutes 00 seconds East, along the Southerly line of said Lot 13, a distance of 8.41 feet, to the Southeasterly corner thereof, thence Northwesterly, along the Northeasterly line of said Lot 13, to the point of beginning, and also all of Lots 2, 3, 4, 15, 17, 18, 19 and all of Lot 20, Except the East 95 feet thereof of said Mission Village, Block 5, and also all of vacated Birch Street, lying adjacent to Lots 2 and 3, of said Mission Village, Block 5, all except that part thereof in roads and streets.

Tract III:

All that part of Lots 12 and 13, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of said Lot 13, thence South 85 degrees 53 minutes, 10 seconds East, along the Southerly line of said Lot 13, a distance of 81.87 feet; thence North 24 degrees, 58 minutes, 41 seconds East, along said Southerly line, a distance of 79.22 feet; thence North 41 degrees West a distance of 210.00 feet; thence North 86 degrees, 07 minutes West, a distance of 154.66 feet; thence South 13 degrees, 23 minutes, 09 seconds East, a distance of 107.56 feet to a point on the Southerly line of said Lot 12; thence Southeasterly along said Southerly line of Lot 12 and the Westerly line of said Lot 13; said lines being on a curve to the right, having an initial tangent bearing of North 77 degrees, 21 minutes 56 seconds East, a radius of 125 feet, and an arc length of 232.21 feet to the point of beginning.

Tax Parcel No.: KP35000000 0001

Legal:

Beginning 72.77 feet North and 25 feet East of the Southwest corner of the Northwest $\frac{1}{4}$ of Section 9, Township 12, Range 25, thence Northeasterly along the Northerly line of U.S. Highway No. 50, 113.7 feet, thence North 23 degrees 23 minutes West 135 feet; thence South 66 degrees and 37 minutes West 60.1 feet, thence South 131.8 feet to the beginning; also known as Lot 1, Mission Vale, an addition according to the recorded plat thereof.

Tax Parcel No.: KP37500004 0001; KP38000000 0001

Legal:

Tract I:

All of Lot 1, EXCEPT the West 10 feet of Lot 1, Block 4, taken under Condemnation Suit No. 45522, and Lot 2, Block 4, Mission Village, lying Westerly of the following described line: Beginning at a point on the Northerly line of said Lot 2, which point is 9.92 feet Southwesterly from the Northeasterly corner of said Lot 2; thence Southeasterly to a point in the Southerly line of said Lot 2, which is 10.83 feet Southwesterly from the Southeasterly corner of said Lot 2, all in Block 4, Mission Village, a subdivision in the City of Mission, Johnson County, Kansas.

Tract II:

All of Lot 1, Mission Village, Block 5, a subdivision in the City of Mission, Johnson County, Kansas.

Tax Parcel No.: KP38000000 0015

Legal:

Lot 15, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas

Tax Parcel No.: KP38000000 0016

Legal:

Lot 16, Mission Village, Block 5, a subdivision of land now in the City of Mission, Johnson County, Kansas, also called Martway Pumping Station.

EXHIBIT D – DETAILED BUDGET

<u>Land, Demolition & Predevelopment Costs</u>	<u>Total</u>	<u>TIF Eligible</u>	<u>% TIF Eligible</u>
Land, Demolition & Predevelopment Costs	\$38,134,083	\$38,134,083	100.00%
Total Land Costs	\$38,134,083	\$38,134,083	100.00%
 <u>Site Work, Infrastructure & Parking</u>			
Hard Costs - Parking Garage (1,041 Spaces)	\$15,010,155	\$15,010,155	100.00%
Stormwater Improvements	\$11,991,916	\$11,991,916	100.00%
Sitework	\$7,999,429	\$7,999,429	100.00%
Offsite	\$500,000	\$500,000	100.00%
	\$35,501,500	\$35,501,500	100.00%
 <u>Hard Costs</u>			
Hard Costs Retail (Roeland)	\$3,854,490	\$0	0.00%
Hard Costs Retail (Johnson)	\$2,066,827	\$0	0.00%
Hard Costs Junior Anchors	\$32,224,500	\$0	0.00%
Hard Costs Hotel (includes Restaurant & Spa)	\$23,745,480	\$0	0.00%
Hard Costs Residential	\$22,295,094	\$0	0.00%
Hard Costs Office	\$9,750,000	\$0	0.00%
Payment & Performance Bonds	\$523,457	\$104,782	20.02%
Insurance/Builders Risk	\$1,235,477	\$247,310	20.02%
General Contractor Fee	\$2,830,020	\$566,495	20.02%
Tenant Improvements	\$5,043,180	\$0	0.00%
Contingency	\$6,101,746	\$1,221,408	20.02%
Total Hard Costs	\$109,670,271	\$2,139,996	1.95%
	Hard Construction Costs		
	(Less Stormwater):	\$117,445,975	
	Building Costs:	\$93,936,391	
	Soft Cost TIF Eligibility %:	20.02%	
 <u>Soft Costs</u>			
Architecture/Engineering Services	\$3,248,652	\$650,294	20.02%
Legal	\$375,000	\$75,065	20.02%
Platting	\$75,000	\$15,013	20.02%
Civil Engineer (includes geo-tech and survey)	\$29,000	\$5,805	20.02%
Testing & Special Inspections	\$200,000	\$40,035	20.02%
Residential Marketing and FF&E	\$358,000	\$71,662	20.02%
Project Branding & Marketing	\$50,000	\$10,009	20.02%
Farmers Interest	\$504,000	\$100,887	20.02%
Hotel Pre Opening	\$1,000,000	\$0	0.00%

Hotel Supplies	\$400,000	\$0	0.00%
Hotel FFE	\$3,400,000	\$0	0.00%
Hotel Operator Technical Services Fee	\$200,000	\$0	0.00%
Development Fee	\$4,564,451	\$0	0.00%
Project Staffing	\$2,250,000	\$0	0.00%
Residential Staffing	\$150,000	\$0	0.00%
Permit & Fees	\$796,053	\$159,349	20.02%
Accounting (Audit, etc.)	\$50,000	\$10,009	20.02%
Developer Reimbursements	\$300,000	\$60,052	20.02%
Leasing Commissions	\$1,792,817	\$0	0.00%
Soft Cost Contingency	\$750,000	\$150,130	20.02%
Total Soft Costs	\$20,492,974	\$1,348,310	6.58%
<u>Mezzanine Loan Closing Cost</u>			
Mortgage Broker Fee	\$57,029	\$11,416	20.02%
Bank Fee	\$114,059	\$22,832	20.02%
Title Insurance	\$85,544	\$17,124	20.02%
Mortgage Recording Tax	\$17,109	\$3,425	20.02%
Legal (Owner and Lender)	\$200,000	\$40,035	20.02%
3rd Parties	\$0	\$0	20.02%
Mezzanine Loan Closing Cost	\$473,741	\$94,830	20.02%
<u>Construction Loan Closing Cost</u>			
Mortgage Broker Fee	\$616,821	\$123,471	20.02%
Bank Fee	\$1,233,642	\$246,943	20.02%
Title Insurance	\$925,231	\$185,207	20.02%
Mortgage Recording Tax	\$185,046	\$37,041	20.02%
Legal (Owner and Lender)	\$500,000	\$100,087	20.02%
Construction Monitoring	\$150,000	\$30,026	20.02%
3rd Parties	\$250,000	\$50,043	20.02%
Construction Loan Closing Cost	\$3,860,740	\$772,818	20.02%
<u>Interest Reserve</u>			
Construction Loan Interest Reserve	\$3,000,000	\$600,521	20.02%
Bond Payment Reserve	\$2,399,022	\$480,221	20.02%
Mezzanine Loan Interest Reserve	\$1,026,530	\$205,484	20.02%
Total Financing Costs	\$6,425,552	\$1,286,226	20.02%
TOTAL DEVELOPMENT COSTS	\$214,558,862	\$79,277,764	36.95%

EXHIBIT E – TIF BOND PROFORMA
(Follows on separate page)

TIF Bond Proceeds: \$23,163,649

PROJECT COMPONENT	Square Footage/Keys	Appraised Value PSF/Key	Appraised Value	Assessed Value	Sales PSF	Room Sales	Food & Beverage	Total Non-Room Sales
Small Shop Roeland	36,189	\$150.00	\$5,428,350	\$1,357,088	\$450			\$16,285,050
Small Shop Johnson	19,405	\$150.00	\$2,910,750	\$727,688	\$350			\$6,791,750
Residential	177,806	\$100.00	\$17,780,600	\$2,044,769	\$0.00			\$0
Junior Anchors	139,500	\$60.00	\$8,370,000	\$2,092,500	\$430			\$59,985,000
Hotel	200	\$75,000.00	\$15,000,000	\$3,750,000	\$600	\$8,763,333	\$382,094	\$382,094
Restaurant	15,624	\$200.00	\$3,124,800	\$781,200				\$9,374,400
Office	75,000	\$100.00	\$7,500,000	\$1,875,000				\$92,818,294
TOTAL:	463,524		\$12,628,244			\$8,763,333		

Commercial Assessment: 25%
 Residential Assessment: 11.5%

194,903 55,594

Year	Base Assessed Value	Projected Assessed Value	Project Sales	Hotel Room Sales	Real Estate Increment	TIF Sales Tax Revenue	TIF Transient Guest Tax Revenue	Total TIF Revenue
1	\$1,811,390	\$1,811,390	\$0	\$0	\$0	\$0	\$0	\$0
2	\$1,811,390	\$4,419,885	\$32,486,403	\$3,067,167	\$293,560	\$359,362	\$276,045	\$928,967
3	\$1,811,390	\$9,471,183	\$69,613,721	\$6,572,500	\$862,033	\$770,062	\$591,525	\$2,229,620
4	\$1,811,390	\$12,628,244	\$92,818,294	\$8,763,333	\$1,217,329	\$1,026,749	\$788,700	\$3,032,778
5	\$1,811,390	\$12,817,668	\$94,674,660	\$9,026,233	\$1,238,646	\$1,048,170	\$812,361	\$3,099,177
6	\$1,811,390	\$13,009,933	\$96,568,153	\$9,297,020	\$1,260,284	\$1,070,045	\$836,732	\$3,167,061
7	\$1,811,390	\$13,205,082	\$98,499,516	\$9,575,931	\$1,282,246	\$1,092,386	\$861,834	\$3,236,466
8	\$1,811,390	\$13,403,158	\$100,469,506	\$9,863,208	\$1,304,538	\$1,115,202	\$887,689	\$3,307,428
9	\$1,811,390	\$13,604,205	\$102,478,897	\$10,159,105	\$1,327,163	\$1,138,503	\$914,319	\$3,379,985
10	\$1,811,390	\$13,808,268	\$104,528,475	\$10,463,878	\$1,350,129	\$1,162,299	\$941,749	\$3,454,177
11	\$1,811,390	\$14,015,392	\$106,619,044	\$10,777,794	\$1,373,438	\$1,186,603	\$970,001	\$3,530,043
12	\$1,811,390	\$14,225,623	\$108,751,425	\$11,101,128	\$1,397,098	\$1,211,425	\$999,102	\$3,607,624
13	\$1,811,390	\$14,439,008	\$110,926,453	\$11,434,162	\$1,421,112	\$1,236,775	\$1,029,075	\$3,686,962
14	\$1,811,390	\$14,655,593	\$113,144,982	\$11,777,187	\$1,445,487	\$1,262,666	\$1,059,947	\$3,768,100
15	\$1,811,390	\$14,875,427	\$115,407,882	\$12,130,502	\$1,470,227	\$1,289,110	\$1,091,745	\$3,851,082
16	\$1,811,390	\$15,098,558	\$117,716,040	\$12,494,417	\$1,495,338	\$1,316,118	\$1,124,498	\$3,935,954
17	\$1,811,390	\$15,325,036	\$120,070,361	\$12,869,250	\$1,520,826	\$1,343,704	\$1,158,232	\$4,022,762
18	\$1,811,390	\$15,554,912	\$122,471,768	\$13,255,327	\$1,546,696	\$1,371,878	\$1,192,979	\$4,111,554
19	\$1,811,390	\$15,788,236	\$124,921,203	\$13,652,987	\$1,572,954	\$1,400,656	\$1,228,769	\$4,202,379
20	\$1,811,390	\$16,025,059	\$127,419,627	\$14,062,577	\$1,599,606	\$1,430,049	\$1,265,632	\$4,295,287
21			\$129,968,020	\$14,484,454				
22			\$132,567,380	\$14,918,988				
TOTALS								
					\$24,978,710	\$21,831,761	\$18,030,934	\$64,841,405
					\$13,024,874	\$11,376,259	\$9,266,961	\$33,668,095
					\$10,419,899	\$9,101,007	\$7,413,569	\$26,934,476
					(\$1,458,786)	(\$1,274,141)	(\$1,037,900)	(\$3,770,827)
					\$8,961,113	\$7,826,866	\$6,375,669	\$23,163,649

Gross Bond Proceeds (NPV of Revenue Divided by DSCR) 125%
 Less: Bond Issuance
 Net Bond Proceeds 14%

Notes:
 (1) Percentage Online Year 1: 0%
 (2) Percentage Online Year 2: 35%
 (3) Percentage Online Year 3: 75%
 (4) Percentage Online Year 4: 100%
 (5) Annual Increase in sales: 2%
 (6) Annual increase in assessed value: 1.5%
 (7) TIF Mill Levy Rate: 112.5400
 (8) Sales Tax Subject to TIF: 1.0107624%
 (9) Transient Guest Tax Rate Subject to TIF: 9%
 (10) Current Base Assessed Value: \$254,696
 (11) TIF Base Assessed Value: \$1,811,390
 (12) CID Rate: 1.00%
 (13) Hotel Sales Annual Increase 3%

Mill Levy Rates
 State 1.5000
 County 19.5640
 College 9.4610
 Park 3.0990
 City 18.3540
 School 48.4770
 School Bond 7.4290
 Drainage 10.4990
 Fire 11.7500
 Library 3.9070

Captured
 0.0000
 19.5640
 9.4610
 3.0990
 18.3540
 28.4770
 7.4290
 10.4990
 11.7500
 3.9070

Total: 134,040 112.5400

EXHIBIT F – CITY OF MISSION MEETING MINUTES

(Published in *The Legal Record* on October __, 2017)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CREATION OF THE MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT #3 IN THE CITY OF MISSION, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT; AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

WHEREAS, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax upon property within the district to finance projects; and

WHEREAS, an amended petition (the “Petition”) was filed with the City Clerk on June 16, 2017, proposing the creation of the Mission Gateway Community Improvement District #3 (the “District”) under the Act and the imposition of a community improvement district sales tax (the “CID Sales Tax”) in order to pay the costs of projects as described in the Petition (the “Projects”); and

WHEREAS, the Petition was signed by Aryeh Realty, LLC, a Delaware limited liability company (the “Property Owner”) the owners of record of more than fifty-five percent (55%) of the land area contained in the proposed District and more than fifty-five percent (55%) by assessed value of the land area contained within the proposed District; and

WHEREAS, the Governing Body of the City of Mission, Kansas (the “City”) intends to create the District and to levy the CID Sales Tax as requested in the Petition; and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official City newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

WHEREAS, the Governing Body adopted Resolution No. 987 on June 28, 2017 (the “Resolution”) directing that a public hearing on the proposed District within the City be held on August 16, 2017, declaring its intent to impose the CID Sales Tax, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the Resolution was mailed (by certified mail) to all property owners within the proposed District on July 3, 2017, and published once each week for two (2) consecutive weeks in *The Legal Record*, the official City newspaper, on August 1, 2017 and August 8, 2017; and

WHEREAS, on August 16, 2017, the Governing Body conducted a public hearing on the proposed District; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Projects as described herein, approve the estimated costs of the Projects and approve the method of financing the same, all in accordance with the provisions of the Act; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS:

SECTION 1. Creation of Community Improvement District; Boundaries. That the Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the District within the City to be referred to as the Mission Gateway Community Improvement District #3. A legal description of the boundaries of the proposed District is set forth on **Exhibit A**, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed District is attached as **Exhibit B**, attached hereto and incorporated by reference herein.

SECTION 2. Authorization of Community Improvement District Projects and Estimated Costs.

(a) The general nature of the proposed project is to promote the development of a new mixed-use commercial development located generally at the northeast corner of Shawnee Mission Parkway and Roeland Drive in the City. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the proposed CID, including but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner's administrative costs in establishing and maintain the CID, and other items permitted to be financed within the CID under the Act (collectively, the "Projects").
The general nature of the Projects is approved as follows:

(b) The estimated cost of the proposed Projects is \$214,558,862, plus associated financing costs, such as interest, reserves, and any costs associated with the issuance of bonds

SECTION 3. Method of Financing.

(a) The costs of the Projects will be financed with the CID Sales Tax levied pursuant to the provisions of the Act and reimbursed on a pay-as-you-go basis, as defined in the Act. The CID Sales Tax is hereby imposed at the rate of **1.0%** on the sale of tangible personal property at retail or rendering or furnishing services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the District with such CID Sales Tax to commence on January 1, 2019 or such other date as the governing body of the City sets by ordinance and continue for a period of twenty-two (22) years or such earlier date as provided in a redevelopment agreement to be entered into between the City and the Property Owner.

(b) The community improvement district revenue will be made available to finance the cost of the Projects through pay-as-you-go financing, as defined in the Act, special obligation revenue bonds, or any combination of thereof. There will be no issuance of full faith and credit bonds pursuant to the Act.

(c) There will be no District special assessments.

SECTION 4. Segregation of CID Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Mission Gateway Community Improvement District #3 Revenue Fund. Such revenues shall be used to pay the costs of the Projects, including the City's expenses.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after (a) its passage by the governing body, (b) its publication once in the official City newspaper and (c) upon January 1, 2019.

PASSED by the Governing Body on this 18th day of October, 2017 and **APPROVED AND SIGNED** by the Mayor.

CITY OF MISSION, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT # 3

Lot 1, The Gateway First Plat, Part of the West half of Section 9, Township 12 South, Range 25 East, City of Mission, Johnson County, Kansas, less any portions in dedicated public street right of way (if any), more particularly described as:

All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.45 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.

**PETITION FOR THE CREATION OF THE MISSION GATEWAY
COMMUNITY IMPROVEMENT DISTRICT**

TO: The Governing Body,
City of Mission, Kansas

The undersigned, being the owner of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petitions the City of Mission, Kansas (the “**City**”) to create a community improvement district and authorize the proposed projects hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the “**Act**”). In furtherance of such request, the petitioner states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map generally depicting the proposed community improvement district (the “**District**”) is attached hereto as **EXHIBIT “A”**. The legal description of the District is attached hereto as **EXHIBIT “B”**.

2. GENERAL NATURE OF THE PROJECTS

The general nature of the proposed projects to be funded by the District (the “**Projects**”) is to promote the development of a new mixed-use commercial development located generally at the northeast corner of Shawnee Mission Parkway and Roeland Drive in the City of Mission, Kansas. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. ESTIMATED COST

The estimated or probable cost of the Projects is \$214,558,862. See the attached **EXHIBIT “C”** for a detailed budget.

4. PROPOSED METHOD OF FINANCING

It is proposed that the Projects be financed through a combination of private equity, private debt, community improvement district financing, and tax increment financing. It is proposed that community improvement district revenue will be made available to finance the cost of the Projects through the issuance of pay-as-you-go financing, as defined in the Act, special obligation revenue bonds, or any combination of these methods as further described herein.

5. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Projects be financed in part through the levying of a one percent (1.00%) community improvement retail sales tax as authorized by the Act with such sales tax to commence on January 1, 2019 or such other date as shall be approved by ordinance of the City.

6. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

There are no assessments proposed by this Petition other than the sales tax described herein.

7. NOTICE TO PETITION SIGNATORY

Names may not be withdrawn from this Petition by the signatory hereto after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

EXHIBIT "A"

MAP OF DISTRICT

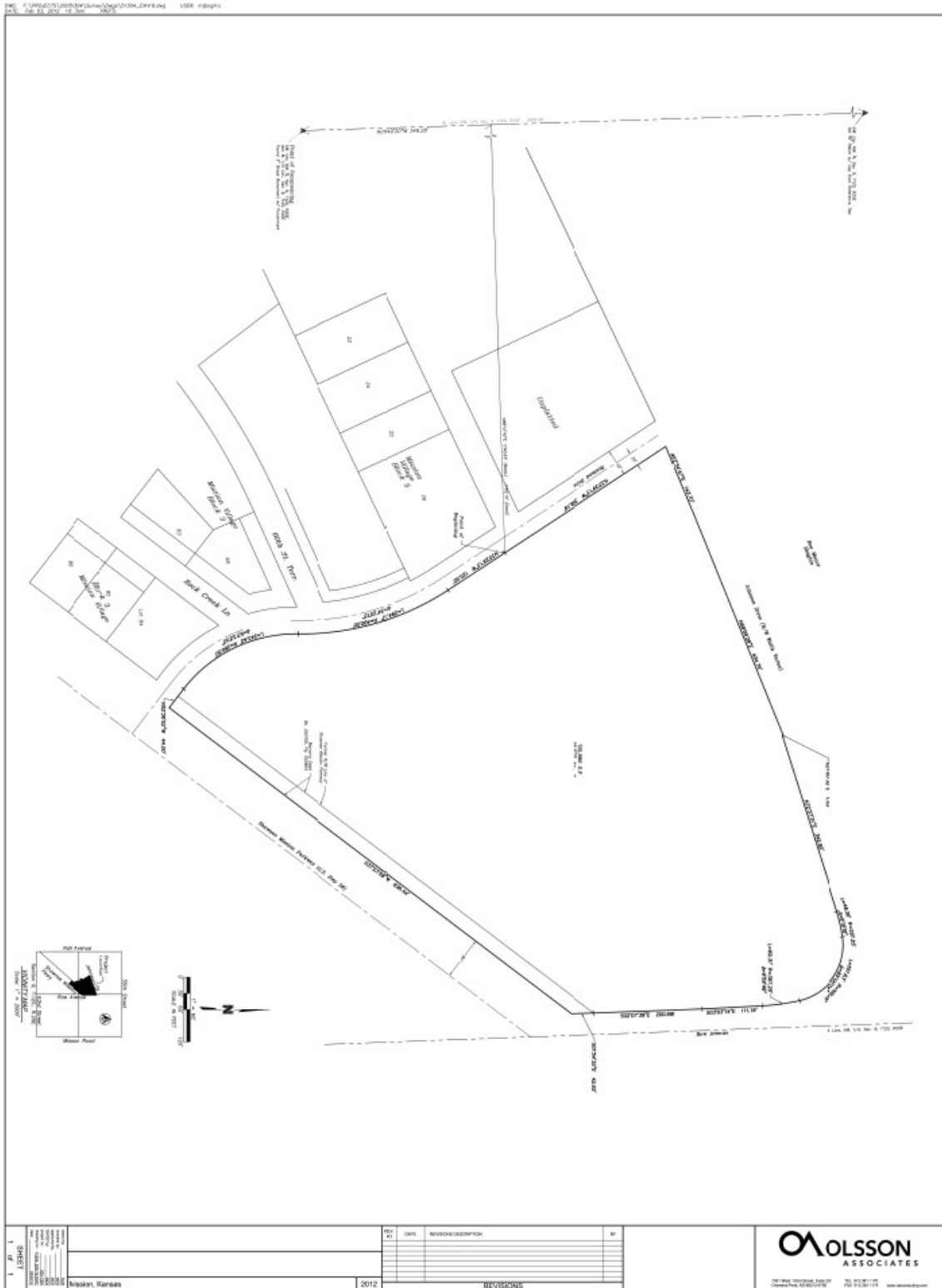


EXHIBIT "B"

LEGAL DESCRIPTION OF DISTRICT

Lot 1, The Gateway First Plat, Part of the West half of Section 9, Township 12 South, Range 25 East, City of Mission, Johnson County, Kansas, less any portions in dedicated public street right of way (if any), more particularly described as:

All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.45 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.

**EXHIBIT “C”
ESTIMATED PROBABLE COST OF PROJECTS**

<u>Land, Demolition & Predevelopment Costs</u>	<u>Total</u>
Land, Demolition & Predevelopment Costs	\$38,134,083
Total Land Costs	\$38,134,083
<u>Site Work, Infrastructure & Parking</u>	
Hard Costs - Parking Garage (1,041 Spaces)	\$15,010,155
Stormwater Improvements	\$11,991,916
Sitework	\$7,999,429
Offsite	\$500,000
	<hr/>
	\$35,501,500
<u>Hard Costs</u>	
Hard Costs Retail (Roeland)	\$3,854,490
Hard Costs Retail (Johnson)	\$2,066,827
Hard Costs Junior Anchors	\$32,224,500
Hard Costs Hotel (includes Restaurant & Spa)	\$23,745,480
Hard Costs Residential	\$22,295,094
Hard Costs Office	\$9,750,000
Payment & Performance Bonds	\$523,457
Insurance/Builders Risk	\$1,235,477
General Contractor Fee	\$2,830,020
Tenant Improvements	\$5,043,180
Contingency	\$6,101,746
	<hr/>
Total Hard Costs	\$109,670,271
<u>Soft Costs</u>	
Architecture/Engineering Services	\$3,248,652
Legal	\$375,000
Platting	\$75,000
Civil Engineer (includes geo-tech and survey)	\$29,000
Testing & Special Inspections	\$200,000
Residential Marketing and FF&E	\$358,000
Project Branding & Marketing	\$50,000
Farmers Interest	\$504,000
Hotel Pre Opening	\$1,000,000
Hotel Supplies	\$400,000
Hotel FFE	\$3,400,000
Hotel Operator Technical Services Fee	\$200,000

Development Fee	\$4,564,451
Project Staffing	\$2,250,000
Residential Staffing	\$150,000
Permit & Fees	\$796,053
Accounting (Audit, etc.)	\$50,000
Developer Reimbursements	\$300,000
Leasing Commissions	\$1,792,817
Soft Cost Contingency	\$750,000
Total Soft Costs	\$20,492,974
<u>Mezzanine Loan Closing Cost</u>	
Mortgage Broker Fee	\$57,029
Bank Fee	\$114,059
Title Insurance	\$85,544
Mortgage Recording Tax	\$17,109
Legal (Owner and Lender)	\$200,000
3rd Parties	\$0
Mezzanine Loan Closing Cost	\$473,741
<u>Construction Loan Closing Cost</u>	
Mortgage Broker Fee	\$616,821
Bank Fee	\$1,233,642
Title Insurance	\$925,231
Mortgage Recording Tax	\$185,046
Legal (Owner and Lender)	\$500,000
Construction Monitoring	\$150,000
3rd Parties	\$250,000
Construction Loan Closing Cost	\$3,860,740
<u>Interest Reserve</u>	
Construction Loan Interest Reserve	\$3,000,000
Bond Payment Reserve	\$2,399,022
Mezzanine Loan Interest Reserve	\$1,026,530
Total Financing Costs	\$6,425,552
TOTAL DEVELOPMENT COSTS	\$214,558,862

RESOLUTION NO. _____

RESOLUTION DETERMINING THE INTENT OF THE CITY OF MISSION, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES IN THE AGGREGATE AMOUNT NOT TO EXCEED \$214,558,862 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING MULTIPLE FACILITIES FOR THE BENEFIT OF ARYEH REALTY, LLC AND ITS SUCCESSORS AND ASSIGNS

WHEREAS, the City of Mission, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, Aryeh Realty, LLC, a Delaware limited liability company, has requested that the City finance the cost of acquiring, constructing and equipping one or more facilities for The Gateway Project (each, a “Project” and collectively, the “Projects”) through the issuance of its industrial revenue bonds in one or more series in the amount not to exceed \$214,558,862, and to lease the Projects to Ayreh Realty, LLC, a Delaware limited liability company, or its successors and assigns (collectively, the “Company”) in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of each Project by the issuance of industrial revenue bonds in one or more series under the Act in a principal amount not to exceed \$214,558,862, each series of said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the applicable Project by the City to the Company.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS, AS FOLLOWS:

Section 1. Approval of Projects. The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Projects will promote the general welfare and economic prosperity of the City of Mission, Kansas, and the issuance of the City’s industrial revenue bonds in one or more series to pay the costs of the Projects will be in furtherance of the public purposes set forth in the Act. The Projects shall be located in the City on the land located at the northeast corner of Shawnee Mission Parkway and Roeland Drive.

Section 2. Intent to Issue Bonds. The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Projects out of the proceeds of industrial revenue bonds of the City in one or more series in a principal amount not to exceed \$214,558,862 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City will (i) issue its industrial revenue bonds in one or more series to pay the costs of acquiring, constructing and equipping each Project, with such maturities, interest rates, redemption terms and other provisions as may

be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of each Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of said bonds and the execution and delivery of any documents related to the bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of each series of the bonds upon (a) mutually acceptable terms for the bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of each series of the bonds and each Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (iv) the receipt and approval by the City of appropriate applications for the issuance of each series of industrial revenue bonds; and (v) the Company paying all costs and expenses of the City in connection with said issuance.

Section 5. Sale of the Bonds. The sale of each series of the bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of each series of the bonds shall be acceptable to the City.

Section 6. Limited Obligations of the City. Each series of bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to such series and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such series of bonds, as provided in the Indenture. The bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any series of the bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS "THE CITY" AND "LITIGATION - THE CITY" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Projects, including the necessary planning and engineering for the Projects and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the bonds.

Section 9. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The Company may, with the prior written consent of the City, assign all or a portion of its

interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 10. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of each series of the bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 11. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 18th day of October, 2017.

CITY OF MISSION, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

(Published in The Legal Record on _____, 2017)

ORDINANCE NO. _____

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS APPROVING THE THIRD AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR THE MISSION GATEWAY PROJECT AND APPROVING THE TERMINATION OF THE MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT #1 AND THE MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT #2.

WHEREAS, the City of Mission, Kansas (the “City”), is a second class city organized and existing under the constitution and laws of the State of Kansas; and

WHEREAS, the City established the Rock Creek Redevelopment District, approved by the City on January 11, 2006 and amended on February 8, 2006, by adoption of Ordinance No. 1190 and Ordinance No. 1195, respectively; and

WHEREAS, the City on this date the governing body of the City approved the Fourth Amended Tax Increment Financing Redevelopment Project Plan (the “Fourth Amended Redevelopment Project Plan”) for Project Area 1 in accordance with K.S.A. § 12-1770 *et seq.* as amended; and

WHEREAS, the City desires to enter into the Third Amended and Restated Redevelopment Agreement for the Mission Gateway Project dated the date set forth therein between the City and Aryeh Realty, LLC, a Delaware limited liability company (the “Redevelopment Agreement”); and

WHEREAS, the City created Mission Gateway Community Improvement District #1 by Ordinance No. 1376 adopted on February 20, 2013 (“CID #1”); and

WHEREAS, the City created Mission Gateway Community Improvement District #2 by Ordinance No. 1377 adopted on February 20, 2013 (“CID #2”); and

WHEREAS, the property owner of all of the real property within CID #1 and CID #2 has requested that the City terminate CID #1 and CID #2; and

WHEREAS, City desires to terminate CID #1 and CID #2.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS:

Section 1. The Governing Body hereby approves the Redevelopment Agreement in substantially the form presented to and reviewed by the Governing Body, and the City is hereby authorized to execute and deliver the Redevelopment Agreement with such changes therein (including the dated date thereof) as shall be approved by the officials of the City executing such document, such officials’ signatures thereon being conclusive evidence of their approval and the City’s approval thereof.

Section 2. The Governing Body of the City finds and determines that based upon the request of the property owner that CID #1 and CID #2 are hereby terminated, including the respective community improvement sales tax for CID #1 and CID #2. City officials are hereby directed to take such action and give notice to the Kansas Department of Revenues in connection with such terminations.

Section 3 The Mayor, City Administrator, City Clerk and other officials and employees of the City, including the City Attorney and City's Financial Advisor, are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance and the Development Agreement.

Section 4. This Ordinance shall take effect and be in force from and after its passage by the governing body and its publication once in the official City newspaper.

ADOPTED by the Governing Body on October ____, 2017.

SIGNED by the Mayor on October ____, 2017.

Mayor

(SEAL)

City Clerk

**THIRD AMENDED AND RESTATED
REDEVELOPMENT AGREEMENT
FOR THE
MISSION GATEWAY PROJECT**

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THIS THIRD AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into as of the ___ day of _____, 2017 by and between the **CITY OF MISSION, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“**City**”), and **ARYEH REALTY, LLC**, limited liability company (“**Developer**”), amends and supersedes in its entirety that certain “Second Amended and Restated Redevelopment Agreement for the Gateway Retail District”, effective February 11, 2013.

RECITALS

A. The City has the authority to adopt tax increment financing (“**TIF**”) pursuant to sections K.S.A. 12-1770 *et seq.*, as amended (the “**TIF Act**”).

B. Pursuant to the TIF Act, the City held a public hearing on January 11, 2006 to consider establishing a Redevelopment District on approximately 17 acres generally bounded by Johnson Drive on the North, Roe Avenue on the East, Shawnee Mission Parkway on the South and Roeland Drive on the West in Mission, Johnson County, Kansas, (the “**Redevelopment District**”).

C. On January 11, 2006, the City adopted Ordinance 1190, establishing a redevelopment district and designating redevelopment project areas for the Redevelopment District on the bases described therein.

D. On February 8, 2006, the City adopted Ordinance 1195, amending and restating Ordinance 1190 on the bases described therein.

E. The City and The Gateway Developers, LLC, the original developer (“**Original Developer**”) executed a certain Redevelopment Agreement dated June 8, 2006 setting forth certain terms and conditions of development within the Redevelopment District (the “**Original Development Agreement**”).

F. On September 13, 2006, the City adopted Ordinance 1210, approving a TIF redevelopment project plan within the Redevelopment District (the “**Original Project Plan**”).

G. On December 13, 2006, the City adopted Ordinance 1217, approving a transportation development district (“**TDD**”) for a portion of the Redevelopment District pursuant to K.S.A. 12-17,141 *et seq.*, as amended (the “**TDD Act**”).

H. On January 23, 2008, the City adopted Ordinance 1255 approving an amended TIF redevelopment project plan which amended and replaced the Original Project Plan (the “**First Amended Project Plan**”), and the City and the Original Developer executed a certain Amended and Restated Redevelopment Agreement dated January 23, 2008 which amended and replaced the Original Development Agreement (the “**Amended Development Agreement**”).

I. On January 16, 2013, the City adopted Ordinance No. 1374 approving an amended TIF redevelopment project plan which amended and replaced the Original Project Plan and the First Amended Project Plan, and the City and the Original Developer executed a certain Second Amended and Restated Redevelopment Agreement dated February 11, 2013, which amended and

replaced the Amended Development Agreement (the “**Second Amended Development Agreement**”).

J. On or about June 3, 2016, the Original Developer conveyed fee simple title to the Redevelopment District to Developer.

K. On or about November 20, 2015, the Original Developer assigned its right, title and interest in and to the Second Amended Development Agreement to Developer.

L. On or about March 7, 2017, the Developer filed for approval by the City, a certain Third Amended Redevelopment Project Plan, which Plan was subsequently withdrawn by the Developer. Developer has filed for approval by the City, after public notice and hearing, a certain Fourth Amended Redevelopment Project Plan to amend and replace the Second Amended Project Plan (“**Project Plan**”) for the redevelopment of the area within the Redevelopment District designated in Ordinance 1195 as Project Area 1, as legally described on **Exhibit A** attached hereto (the “**Property**”) and redevelopment of the Property as a mixed-use project consisting of retail, office, hotel and residential uses.

N. The Project Plan includes a detailed description of the buildings and areas to be constructed, studies the feasibility of the Project, describes the financing mechanisms to be utilized for private and public costs of the Project, and addresses all other components required by the TIF Act and the City’s TIF policy.

O. It is the Developer’s intent to finance construction of the Project’s private improvements through a combination of TIF, Community Improvement District (“**CID**”) financing, and the issuance of Industrial Revenue Bonds (“**IRBs**”), as well as private debt and equity contributions, subject to City approvals and in accordance with applicable law and this Agreement.

P. The City has the authority to approve utilization of CID financing pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “**CID Act**”).

Q. The City has the authority to approve utilization of IRB financing pursuant to K.S.A. 12-1470 *et seq.*, as amended (the “**IRB Act**”).

R. The City and Developer now desire to enter into this Agreement to address issues regarding implementation of the Project Plan, if approved.

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Agreement, the following capitalized words and terms as used in this Agreement shall have the following meanings:

“Affected Area” shall have the meaning set forth in **Section 2.04**.

“Approved Eligible Project Costs” means TIF Eligible Project Costs and CID Eligible Project Costs.

“Assessment District” shall have the meaning set forth in **Section 3.14**.

“Bond Documents” means the documents and proceeds governing the issuance of the TIF Bonds, CID Bonds and/or IRBs as approved by bond counsel for the City.

“Captured Real Estate Taxes” means the incremental ad valorem property tax revenue captured under K.S.A. 12-1774(a)(1)(A) within the Property. The term Captured Taxes shall not include any taxes imposed by any drainage district

“Captured Sales Taxes” means 55% of the City’s 1% general sales tax captured under K.S.A. 12-1774(a)(1)(D) within the Property, however excluding any special or additional City sales taxes.

“Captured Taxes” means Captured Real Estate Taxes and Captured Sales Taxes collectively.

“CID” means one or more community improvement districts created by the City for the Property pursuant to the CID Act.

“CID Bonds” means bonds issued by the City pursuant to the CID Act and in accordance with this Agreement, payable from the CID Sales Tax.

“CID Eligible Project Costs” means any “cost” as defined in the CID Act to be paid with revenues of the CID Sales Tax as identified in the Project Budget which have been or will be (i) incurred by the Developer pursuant to this Agreement, and (ii) subject to approval by the City for reimbursement pursuant to this Agreement. For the purposes of this Agreement, any interest or private financing costs incurred by the Developer to finance CID Eligible Project Costs, to the extent allowable under the CID Act, shall be reimbursable in the same manner as other CID Eligible Project Costs.

“CID Fund” shall have the meaning set forth in **Section 3.03**.

“**CID Sales Tax**” means any additional sales tax levied within any CID created for the Property pursuant to the CID Act.

“**CID Term**” shall have the meaning set forth in **Section 3.03 (A)**.

“**City**” means the City of Mission, Kansas.

“**City CID District Expenses**” shall have the meaning set forth in **Section 10.02**.

“**City Expenses**” means all reasonable documented, out-of-pocket expenses incurred in connection with the Property, the Project Plan, this Agreement, and the issuance of the TIF Bonds, CID Bonds and IRBs, including attorney’s fees, postage, mileage, copying costs, recording costs and similar expenses.

“**City Project Work**” means the Stormwater Improvements.

“**City Representative**” means the Mayor of the City, or such other person or persons at the time designated to act on behalf of the Mayor in matters relating to this Agreement.

“**City TIF District Expenses**” shall have the meaning set forth in **Section 10.02**.

“**Consent**” means a written document evidencing agreement or concurrence with the performance of an act.

“**Developer**” means Aryeh Realty, LLC and its successors and permitted assigns.

“**Developer Equity**” shall have the meaning set forth in **Section 3.01(A)**.

“**Developer Financing**” means the nonpublic financing of a portion of the costs of the Project by the Developer from Developer Equity and/or conventional loans.

“**Developer Project Work**” has the meaning set forth in **Section 2.04(B)**.

“**Developer Representative**” means Thomas J. Valenti, Evan Fitts, and such other person or persons at the time designated to act on behalf of the Developer in matters relating to this Agreement as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Developer.

“**Development Schedule**” means the development schedule referred to in **Section 2.02**.

“**Drainage District**” shall have the meaning set forth in **Section 3.14**.

“**Eligible Public Costs**” means the City TIF District Expenses, the City CID District Expenses, and such other costs to be incurred by the City upon agreement of the City and Developer.

“**Event of Default**” means any event or occurrence as defined in **Article IX** of this Agreement.

“Fee Mortgagee” shall have the meaning set forth in **Section 10.17**.

“Incentive Funding” shall have the meaning set forth in **Section 2.03**.

“Master Funding Agreement” means an agreement by and between the Developer, the City, Developer’s primary lender, the trustee acting in connection with the bonds to be issued under this Agreement and an escrow agent, whereby said escrow agent receives funds for payment of Project costs and disburses same in accordance with this Agreement.

“Net Bond Proceeds” means the proceeds from the sale of the TIF Bonds or CID Bonds available to be deposited with the bond trustee in accordance with the Bond Documents, the value of which shall be calculated excluding issuance costs, capitalized interest, and debt service reserve funds.

“Pay-As-You-Go Reimbursement” means the reimbursement of Approved Eligible Project Costs with Captured Taxes or CID Sales Tax from time to time as such expenses are incurred and documented as provided in **Section 3.09** herein and in accordance with the TIF and/or CID Act.

“Project” or **“Project Work”** means the improvements described in the Project Plan and Zoning Approvals.

“Project Budget” means the project budget attached hereto as **Exhibit B**, as amended from time to time in accordance with this Agreement.

“Project Plan” has the meaning set forth in the Recitals to this Agreement.

“Related Entity” means any entity in which the ownership or membership of such entity is controlled by Developer or the majority owners or members of the Developer.

“Site Plan” means such Preliminary Development Plans and such Final Development Plans as may be approved from time to time by the City for the Property on file with the City of Mission Planning Department.

“Special Obligation” means any bonds that are backed solely by the revenue streams for which they are issued and are not otherwise secured by the full-faith and credit of the City.

“Stormwater Improvements” means improvements previously undertaken by the City at a cost of approximately Twelve Million Dollars (\$12,000,000) for the remediation of stormwater drainage issues affecting the Property.

“TGT” means the City’s Transient Guest Tax. For purposes of this Agreement, TGT shall mean Transient Guest Tax of not more than the lesser of the Transient Guest Tax of the City or 8%.

“TIF Bonds” means TIF Sales Tax Bonds and TIF Property Tax Bonds collectively.

“**TIF Cap**” means the sum of Captured Real Estate Taxes, Captured Sales Taxes and TGT, in the amount not to exceed the amount of TIF Eligible Project Costs as set forth on **Exhibit B** (plus any interest or private financing costs contemplated in the definition of TIF Eligible Project Costs), whether paid from Net Bond Proceeds or Pay-As-You-Go Reimbursement.

“**TIF Eligible Project Costs**” means “redevelopment project costs” as defined in the TIF Act in the categories set forth in the approved Project Plan limited to the amounts set forth on **Exhibit B** of this Agreement, which have been or will be (i) incurred by the Developer pursuant to this Agreement, and (ii) subject to approval by the City for reimbursement pursuant to this Agreement with the revenues of Captured Real Estate Taxes and Captured Sales Taxes. For the purposes of this Agreement, any interest or private financing costs incurred by the Developer to finance TIF Eligible Project Costs shall be reimbursable in the same manner as other TIF Eligible Project Costs.

“**TIF Fund**” shall have the meaning set forth in **Section 3.02**.

“**TIF Sales Tax Bonds**” means bonds issued by the City pursuant to the TIF Act and in accordance with this Agreement, payable from Captured Sales Tax.

“**TIF Term**” shall have the meaning set forth in **Section 3.02**.

“**TIF Property Tax Bonds**” means bonds issued by the City pursuant to the TIF Act and in accordance with this Agreement, payable from the Captured Real Estate Taxes.

“**Zoning Approvals**” means the approvals previously granted and associated preliminary development plan approvals, as may be revised and approved, and such final plan approvals as may be approved by the City from time to time.

Section 1.02 Rules of Construction For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

CONSTRUCTION OF PROJECT

Section 2.01 Authorization to Construct Subject to the approval of the Project Plan, in order to further the development of the Project, the City hereby authorizes the Developer to develop the Project pursuant to this Agreement. Nothing contained herein shall be construed as creating a partnership or other entity between the Developer and the City, or ensuring zoning, planning, permit or other approvals by the City.

Section 2.02 Development Schedule Developer intends to develop the Project in three (3) phases as follows:

A. **Phase 1.** The first phase of the Project is proposed to include: (i) construction of approximately 55,594 square feet of “small shop” commercial or restaurant uses; and (ii) construction of approximately 168 apartment units; (iii) construction of related site work; and (iv) construction of surface parking sufficient for such uses pursuant to the City’s applicable ordinances (collectively referred to herein as “**Phase 1**”).

B. **Phase 2.** The second phase of the Project is proposed to include: (i) construction of a parking garage serving the entirety of the Project; and (ii) construction of an approximately 200-room hotel including a restaurant consisting of approximately 15,624 square feet (collectively referred to herein as “**Phase 2**”)

C. **Phase 3.** The third phase of the Project is proposed to include construction of approximately 123,685 square feet of junior-anchor/“big box” commercial retail space, which may also include “small-shop” commercial or restaurants as tenants are identified, as well as approximately 75,000 square feet of office uses (referred to herein as “**Phase 3**”).

Subject to **Section 2.09**, the Developer shall commence Phase 1 development activities no later than October 31, 2018, continuously prosecute and substantially complete same no later than April 30, 2020, pursuant to the Development Schedule attached hereto as Exhibit B-1 (the “**Development Schedule**”). Construction of Phase 2 and Phase 3 may occur at the discretion of the Developer, provided that the Developer hereby acknowledges that the availability of TIF Bonds and CID Bonds will be subject to the conditions precedent set forth in Section 3.04(C) hereof. And provided, further, that in the event construction of Phase 2 or 3 is not commenced on or before December 31, 2020, it will be deemed for the purposes of this Agreement that Phase 2 and Phase 3 will not be constructed, and the provisions for failure to construct Phase 2 and Phase 3 herein will apply. Notwithstanding the foregoing, the Developer shall use commercially reasonable efforts to promptly complete construction of the Project. For purposes hereof, the Developer shall be deemed to have commenced development activities or construction upon (i) as to Phase 1, the pouring of footings for the proposed retail/multiple family residential portions of Phase 1 and (ii) as to Phase 2 or Phase 3, the pouring of footings for the parking garage of Phase 2 of the Project. The parties recognize and agree that the Development Schedule is an estimated

schedule, subject to change based on market and other conditions beyond the control of Developer; provided, however, that the availability of Developer Financing shall not excuse performance of the Development Schedule. The Development Schedule is subject to further change and/or modification, provided that any change will require the written approval of the City and the Developer, which approval will not be unreasonably withheld or delayed. Anything to the contrary in this Agreement notwithstanding, the Developer shall complete the Phase 1 no later than April 30, 2020, unless such date is extended in writing by the City. The approval of the City as required in this Section shall be given by the Mayor or his/her designee (for thirty (30) days or less) or the Governing Body of the City (for thirty-one (31) days or more). The Developer will report in writing at least quarterly to the Mayor or the City's designated consultant on the progress of construction.

Section 2.03 Project Budget Attached as **Exhibit B** is the Project Budget setting forth in detail the total cost of the Project, including TIF Eligible Project Costs and CID Eligible Project Costs. The Project Budget is subject to further change and/or modification based on extraordinary market or other conditions (beyond the reasonable control of Developer) with the written approval of Developer and the City, which approval will not be unreasonably withheld or delayed.

Without the prior written consent of City, total reimbursements of potential Approved Eligible Project Costs will not exceed 115% of the total amount specified in the Project Budget for budget category (excluding line items for contingencies).

Anything in this Agreement to the contrary notwithstanding, the maximum amount of Project Costs to be paid or reimbursed to Developer under this Agreement shall be the sum of the TIF Cap plus any CID Sales Tax generated by the Project, subject to the terms of this Agreement (the "**Incentive Funding**"). Provided, however, that in the event construction of Phase 2 or Phase 3 is not timely commenced, the total Incentive Funding shall be reduced to no more than \$13,300,000 (from CID and TIF), anything to the contrary in this Agreement notwithstanding, it being acknowledged by Developer that the City's willingness to provide the full Incentive Funding was predicated on completion of the Project.

Section 2.04 Construction Obligations The Developer shall cause its construction obligations relating to the Project (as set forth below) to be completed at Developer's expense (such expenses, to the extent they constitute Approved Eligible Project Costs, to be reimbursed, as applicable and to the extent provided in this Agreement, from the Net Bond Proceeds and/or from Pay-As-You-Go Reimbursement) in accordance with the provisions of this Agreement. Developer's responsibilities under this Agreement are to cause its obligations to be performed; it is not required that the Developer be the person performing such obligations, but only that the Developer causes the obligations to be performed.

A. **Completed City Project Work.** The parties agree that the Stormwater Improvements have been completed by the City. The parties acknowledge that a small portion of the Property ("**Affected Area**") is within the area designated by the Federal Emergency Management Agency (FEMA) maps as the 100-year flood plain, and the Site Plan provides for improvements to remove the Affected Area from such flood plain. The City, as flood plan administrator, agrees to allow the issuance of building permits for the Project and take such steps as may be reasonably necessary to cause the FEMA maps to be revised to remove the Affected

Area from the flood plain after the Site Plan improvements are made and the Affected Area is removed from the flood plain.

B. Developer's Project Work. It is acknowledged by Developer that it owns or controls the Property. The Developer shall be responsible for causing the following construction work or other development related activity ("**Developer Project Work**") to be completed:

1. Construct all improvements in accordance with the Project Plan and Zoning Approvals.

2. Developer represents that Developer shall retain a qualified contractor after a competitive selection process to serve as general contractor for the Project and that such contractor will competitively bid the construction work for the Project, to the extent practicable. Developer shall provide to City reasonable documentation of such competitive bid procedure.

Developer acknowledges and agrees that receipt by the Developer of the Incentive Funding and benefits under the TIF Act, the CID Act and IRB Act is conditioned upon the completion by the Developer of the Developer Project Work in accordance with this Agreement.

Section 2.05 Plan Approval; Additional Redevelopment District Development Approval Prior to the execution of this Agreement, the City approved the Site Plans and Zoning Approvals. To the extent the Developer elects to modify the same, Developer shall submit to the City and the City shall review the Site Plans relating to the Project and the related site work, which plans shall be submitted in accordance with the City's generally accepted requirements for the consideration of such plans and must satisfy the requirements set forth in the Zoning Approvals. The City shall diligently review said Site Plans and construction plans to determine if such plans satisfy the Zoning Approvals and building codes and approve same, or provide a written description detailing any portion of the plans which the City has determined to be unacceptable.

Section 2.06 Insurance The Developer shall provide and maintain the insurance coverage described in **Exhibit D** relating to the Developer's Project Work and the Property. Developer shall provide to the City verification of coverage as provided in **Exhibit D**.

Section 2.07 Building, Subdivision Codes; Architect's Report; LEED Qualification The Developer acknowledges that the contemplated uses and occupancies of the Project shall comply with all federal, state and City building codes (2012 ICC Code), subdivision, zoning, environmental and other developmental regulations and that the Project shall be constructed in compliance with all such codes and regulations. The Property is zoned as a Mixed-Use District (MXD). The adopted Development Policy and Design Guidelines for commercial and residential buildings shall be followed on the Property, and requirements as a result of any SUP/Plat/Rezoning/Plan Review shall be adhered to. Developer shall submit in a form reasonably acceptable to the City a report by a licensed architect describing improvements and features of the Project that qualify for LEED certification, but the Developer shall not be required to obtain any form of LEED certification for the Project.

Section 2.08 Zoning Approvals and Project Plan The Developer shall complete the development in accordance with the Zoning Approvals, subject to the requirements of the City's

zoning ordinances, federal law and the laws of the State of Kansas, from time to time amended, this Agreement and the Project Plan, as it may be modified or revised from time to time with approval of the parties.

The Developer shall use good faith efforts to develop the Project expeditiously and in accordance with the projections set forth in the Project Budget and Development Schedule (as each of same may be modified as provided herein).

Section 2.09 Delay For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage, lack of access to capital due to a national or global recession or financial crisis, destruction by fire or other casualty, strike, shortage of material, unusually adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration or tornadoes and other events or conditions beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder or during any delay thereafter.

Section 2.10 Modifications The construction of the development may be modified or revised by the Developer, with the City's and Developer's approval, to provide for other improvements consistent with the Project Plan and the requirements set forth in the Zoning Approvals.

Section 2.11 Utilities and Fees The City hereby agrees that the Developer shall have the right to connect to any and all water lines, sanitary and storm sewer lines over which the City has control and City-owned utility lines constructed in the vicinity of Property subject to compliance with the City's codes and procedures for such connections.

Section 2.12 Assistance to Developer The City agrees to use reasonable efforts, without cost to the City, in assisting the Developer, its agents, contractors and subcontractors, with respect to obtaining building permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so.

Section 2.13 Modification of City Municipal Code Provisions Pertaining to Drinking Establishments To the extent permitted under State law, the City agrees to consider in good faith modifying Municipal Code Section 600.020 (A), or other applicable Municipal Code Sections, such that the Project Area shall be exempt from the prohibition against the sale or serving of alcoholic liquor or cereal malt beverage by a person holding a license or permit from the City whose place of business or other premises are located within two hundred (200) feet of any public or parochial school, college, church, nursing home, library or hospital.

ARTICLE III

PROJECT FINANCING

Section 3.01 Initial Capital

A. Developer Financing. The Developer intends to finance a portion of the costs of the Project from Developer Financing. Prior to the issuance of any bonds for the Project, the Developer will deliver to the City a signed commitment letter to finance Phase 2 of the Developer Project Work up to the amount of the Private Improvement Costs, less the Incentive Funding, and less any equity contributions made or represented to be made by the Developer (“**Developer Equity**”). The proceeds of the bonds shall not be available to Developer until work is commenced on Phase 2 or Phase 3 of the Project, and shall be available as set forth in **Section 3.04(E)**. Developer shall demonstrate the existence of the Developer Equity to the reasonable satisfaction of the City. The commitment letter shall be in form and content consistent with market lending conditions subject to normal and customary disbursement requirements. Upon receipt of the executed loan commitment, the City will direct its advisors to commence work on the documents related to the issuance of the bonds. Once the loan documents are complete and the lender(s) have certified to the City they are complete and ready for execution, then the City will authorize marketing of the bonds. Prior to or simultaneously with the closing of the bonds, the Developer Financing loan shall be closed and funded to the satisfaction of the City.

Developer shall use commercially reasonable efforts to secure Developer Financing that will enable the Developer to timely implement and complete the Developer Project Work as required in this Agreement. Developer shall keep the City reasonably informed of all matters related to the Developer Financing and/or Developer Equity that occur after the execution of this Agreement.

Section 3.02 TIF Funding of Approved Eligible Project Costs The Developer and the City agree to the reimbursement of Approved Eligible Project Costs incurred by or for the Developer (subject to the limitations otherwise set forth in this Agreement) to the extent possible from the Net Bond Proceeds, and, to the extent any such costs are unpaid by the Net Bond Proceeds or Net Bond Proceeds are not available at the time reimbursement of Approved Eligible Project Costs is requested, from Pay-As-You-Go Reimbursement in accordance with this Agreement. Reimbursement shall be made in accordance with the priority set forth in this Agreement. Nothing herein contained shall obligate the City to issue additional bonds or incur debt or expense in the event the Net Bond Proceeds are insufficient to pay or reimburse all Approved Eligible Project Costs.

A. TIF Term. The term of the Project Plan shall be for a term ending on the earlier of (i) the payment of all TIF Eligible Project Costs or (ii) the twentieth anniversary of the publication of the ordinance approving the Project Plan (“**TIF Term**”), unless the City takes the appropriate actions required by law to terminate or amend the term. Except as provided in **Section 9.02**, the City shall not, without the consent of Developer, terminate that portion of the Redevelopment District designated for the Property or reduce the TIF Term prior to such time as the Developer has been reimbursed for all TIF Eligible Project Costs incurred or to be incurred by Developer as part of the Project; provided, however, that if all aspects of the Project are completed, the City may then terminate that portion of the Redevelopment District or TIF Term so long as Developer has been fully reimbursed for all TIF Eligible Project Costs incurred, and so long as all TIF Bonds issued as part of the Project Plan are retired.

B. Real Estate Taxes Captured. All Captured Real Estate Taxes generated within the Property as a result of the Project shall be deposited by the City upon receipt in a special fund (the “**TIF Fund**”) for the duration of the TIF Term and utilized to repay in the following order: City TIF District Expenses; TIF Bonds; and any unreimbursed Approved Eligible Project Costs. The specifics of the issuance and repayment of the TIF Bonds, including the disposition of surplus annual proceeds, shall be in accordance with the Bond Documents, to be approved by City ordinance.

C. Sales Taxes Captured. All Captured Sales Taxes generated within the Property as a result of the Project shall be deposited by the City in the TIF Fund for the duration of the TIF Term and utilized to repay, in the following order: City TIF District Expenses; TIF Bonds, and any unreimbursed TIF Eligible Project Costs. The specifics of the issuance and repayment of the TIF Bonds, including the disposition of surplus annual proceeds, shall be in accordance with the Bond Documents, to be approved by City ordinance.

D. TGT Captured. TGT (at a rate not to exceed the lesser of the Transient Guest Tax of the City or 8%) generated within the Property as a result of the Project shall be deposited by the City in the TIF Fund for the duration of the TIF Term and utilized to repay, in the following order: City TIF District Expenses; TIF Bonds, and any unreimbursed TIF Eligible Project Costs up to the TIF Cap.

Section 3.03 CID Funding of Approved Eligible Project Costs

A. CID Term. Developer has requested that the City create a CID that provides for the levying of a CID Sales Tax on all taxable sales occurring within the Property not to exceed one percent (1%) for a term of 22 years (the “**CID Term**”). Except as provided in **Section 9.02**, the City shall not, without the consent of Developer, terminate the CID or reduce the CID Term prior to such time as the Developer has been reimbursed for all CID Eligible Project Costs incurred or to be incurred by Developer as part of the Project; provided, however, that if all aspects of the Project are completed, the City may then terminate the CID or CID Term so long as Developer has been fully reimbursed for all CID Eligible Project Costs incurred, and so long as all CID Bonds issued for such CID are retired.

B. CID Sales Tax Captured. All CID Sales Tax generated within the Property as a result of the Project shall be deposited by the City in a special fund for the duration of the CID Term (the “**CID Fund**”) and utilized solely to repay, in the following order: City CID District Expenses; CID Bonds; and unreimbursed CID Eligible Project Costs. The specifics of the issuance and repayment of the CID Bonds, including the disposition of surplus annual proceeds, shall be in accordance with the Bond Documents, to be approved by City ordinance.

Section 3.04 Bond Issuance; Priority of Disbursement of Net Bond Proceeds

A. Bond Issuance. The parties contemplate one or more issuances of TIF Bonds and/or CID Bonds which are estimated by Developer to generate the Net Bond Proceeds to fund all or a portion of the Approved Eligible Project Costs. The parties agree that the bond schedule attached hereto as **Exhibit C** currently reflects commercially reasonable underwriting practices, including interest rates, debt-service coverage ratios for TIF Bonds and CID Bonds. This bond structure,

which shall be subject to reasonable modifications to account for underwriting standards and market conditions as mutually agreed by the City and Developer, is described on **Exhibit C**.

B. Cooperation. The parties shall reasonably cooperate to achieve bond issuances that will generate the Incentive Funding in a manner and time reasonably sufficient to facilitate completion of the Project. All issuances shall be issued in the City's sole discretion after consultation with its financial consultants and advisors.

C. Conditions Precedent for Bonds.

1. The issuance of the TIF Bonds and CID Bonds shall be conditioned upon:
 - (a) The Developer shall not be in default of this Agreement beyond any applicable cure period.
 - (b) Evidence of Developer Financing and Developer Equity as required by **Section 3.01**.
 - (c) Construction contracts for Developer's Project Work.
 - (d) Evidence of compliance with the requirements of **Section 2.04(B)(2)**.
 - (e) A current Project Budget that demonstrates that all of the Developer's Project Work relating to the applicable phase of the Project can be constructed within the Project Budget (as may be subject to change as provided herein) and in accordance with the Project Plan and Zoning Approvals.
 - (f) Proposed schedule for the completion of the Project (as may be subject to change as provided herein).
 - (g) Timely commencement of construction of Phase 2 or 3.

In addition to the foregoing the Master Funding Agreement must be executed by the parties thereto as conditions to the issuance of the TIF Bonds and CID Bonds.

D. Satisfaction of Conditions. Upon receipt of the information set forth in **Section 3.04(C)**, the City shall within a reasonable time thereafter either:

1. Provide written notice to Developer that **Section 3.04(C)** has not been satisfied; or
2. Provide affirmative notice to Developer that the conditions precedent to its obligations to issue the TIF Bonds and CID Bonds have been met at which time City's commitment to issue the applicable issuance of TIF Bonds or CID Bonds will become irrevocable, subject to satisfactory underwriting and the terms of this Agreement.

E. Distribution of Net Bond Proceeds. Net Bond Proceeds will be held by the bond trustee in a project fund pursuant to the Master Funding Agreement and shall be disbursed in the following order of priority (i) to pay any outstanding Eligible Public Costs; and (ii) then to pay Approved Eligible Project Costs, all in accordance with the Bond Documents; provided, however, that Net Bond Proceeds shall be disbursed pari-passu with the loan portions of Developer Financing, meaning Net Bond Proceeds and the loan portions of Developer Financing will be disbursed in proportion to the percentage of the total sources of funds for the Project that each source represents.

F. City Credit Support. Under no circumstances will the City extend credit support to the financing of the Project, including TIF Bonds, CID Bonds, or IRBs.

Section 3.05 Certification of Expenditure In order to receive reimbursement, the Developer shall submit to the City a Certification of Expenditure attesting to the expenditure of qualified Eligible Project Costs in accordance with the procedures outlined in **Section 3.06** below.

Section 3.06 Procedures for Certification of Expenditures

A. For Certifications of Expenditures to be made in connection with the Eligible Project Costs:

1. The Developer shall submit to the City a written request in the form attached hereto as **Exhibit E** setting forth the amount for which certification is sought and identification of the Eligible Project Costs with respect thereto and shall certify that it complies with the requirements of **Section 3.04**.

2. The request for Certification of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as reasonably necessary to document appropriate payment pursuant to the Project Plan and this Agreement.

3. City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a request is submitted, to examine the records relating to all Eligible Project Costs to be paid, and to obtain such other information as is reasonably necessary to evaluate compliance with the terms hereof.

4. Subject to the provisions of **Section 3.04(E)**, City shall have 20 calendar days after receipt of any request hereunder to review and respond to any such request by written notice to the Developer. If the submitted documentation demonstrates that: (1) the request relates to Eligible Project Costs that are in compliance with the priority of disbursement set forth in **Section 3.04(E)**, (2) the expense was incurred, and (3) the Developer is not in default under this Agreement; and (4) there is no fraud on the part of the Developer, then City shall approve the request and authorize the escrow holder under the Master Funding Agreement to make, or cause to be made, reimbursement within ten (10) days of the certification from the Net Bond Proceeds under the Bond Documents. If City disapproves the request, City shall notify the Developer in writing of the reason for such disapproval within such 20 calendar-day period, and the reason for disapproval must be supported by evidence. Approval of the Developer's requests for reimbursement will not be unreasonably withheld, conditioned or delayed. If City disapproves a portion of a

request, the approved portion of such request shall be paid without delay as provided herein.

B. In the event the request is granted, City shall take such further action as is reasonably necessary to have the Developer reimbursed through the Master Funding Agreement.

Section 3.07 Right to Inspect The Developer agrees that, for up to two years after completion of the Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Approved Eligible Project Costs incurred by Developer paid from the Net Bond Proceeds and Pay-As-You-Go Reimbursement (including all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices). The City shall have the right at its own cost and expense to audit (either through employees of the City or a firm engaged by the City) the books and records of the Developer relating to the Approved Eligible Project Costs.

A. The City shall have the right to inspect construction of the Project, however it is understood and agreed by Developer that such inspections and the results thereof shall in no manner be deemed to create a warranty or assurance of any kind, and no third-party (including Developer) may rely on same in any manner. The Developer shall pay any costs or fees of the City related to such inspections as required by City ordinances. The Developer will provide any construction progress reports or inspections required by its lender to the City.

Section 3.08 Certificates of Completion Upon completion of the Developer Project Work, the Developer shall submit a report to the City certifying that the Developer Project Work has been completed in accordance with the Project Plan and that it is in compliance with all other provisions of the Agreement.

B. The City may conduct an investigation, and if the City determines that the Project Improvements have been constructed in accordance with the Zoning Approvals, it shall issue to the Developer one or more certificates of occupancy for the Project ("**Certificate of Completion**"). If the City determines that the Developer Project Work has not been completed in accordance with the Project Plan or the Developer is not in compliance with this Agreement, then it shall not issue a Certificate of Completion and shall, within ten (10) business days of such finding, specify in writing to Developer the reasons for withholding its certification. At Developer's request, the City shall, within forty-five (45) days of Developer's request, hold a special hearing at which Developer may present additional evidence of compliance or seek further clarification of the City's finding of non-compliance. The City shall conduct any further investigation in order to issue its Certificate of Completion within ten (10) business days of Developer's request. The Certificate of Completion shall be issued by the City in such form as to allow the Certificate to be recorded in the office of the Register of Deed of Johnson County, Kansas.

Section 3.09 Pay As You Go Reimbursement Until such time as the TIF Bonds and CID Bonds are issued, or in the event that market conditions restrict the ability of the City to issue the TIF Bonds or CID Bonds pursuant to the specifications set forth herein, the parties shall institute Pay-As-You-Go Reimbursement for Approved Eligible Project Costs in accordance with

applicable law and subject to the terms of this Agreement. To the extent a bond issuance is required by law to institute such Pay-As-You-Go Reimbursement, the City shall issue private placement bonds which will be purchased by the Developer.

Section 3.10 Limitation on Reimbursement from Net Bond Proceeds The City and the Developer covenant and agree:

A. No costs other than Approved Eligible Project Costs shall be reimbursed from the Net Bond Proceeds.

B. No otherwise Eligible Project Costs related to travel, entertainment or meals shall be reimbursed from the Net Bond Proceeds unless otherwise approved in advance in writing by the City.

C. Except for (i) real estate commissions and administrative costs directly related to the Project that might be paid to Cameron Group, LLC and (ii) insurance payments to an affiliate of the Developer, no otherwise Eligible Project Costs paid to third-parties in which the Developer and its principals have an ownership interest will be eligible for reimbursement.

Section 3.11 Interim Construction Financing – Issuance of Industrial Revenue Bonds (IRB) – Sales Tax Exemption for Construction Materials Developer may make application to the City, at Developer's sole cost and expense, for the issuance by the City of private placement taxable IRBs for the sole purpose of qualifying for a sales tax Project Exemption Certificate pursuant to K.S.A. 79-3606(b). If approved by the City the IRBs will be purchased by the Developer or its lender. The term of the IRBs will not exceed five years. If approved, City shall cooperate with Developer in securing the sales tax Project Exemption Certificate.

Section 3.12 City Consideration of Future Financing or Zoning Applications Developer acknowledges and agrees that any future applications for effectuation of the terms and requirements of this Agreement or planning and zoning for the Project are subject to the approval by the City's Governing Body, after notice and public hearing, in accordance with applicable state or local law. Upon proper submittal to the City, the City agrees to schedule any such applications for consideration within the minimum time frame allowed by applicable Kansas law (subject to the City's published meeting schedule).

Section 3.13 Failure to Approve Project Plan and/or IRB Financing In the event the City fails to approve the Project Plan or IRB application, after the Project Plan or IRB application has been submitted by Developer and meets all requirements of the applicable statutes, City code and City policies, and provided Developer is not in default hereunder, the City and Developer agree that this Agreement will terminate and both parties shall be released from all their respective rights and obligations under this Agreement.

Section 3.14 Drainage and Benefit District Developer acknowledges that the Stormwater Improvements have been completed and the costs thereof have been certified for reimbursement through (i) segregated property tax revenues in the Rock Creek Storm Drainage District #1 which includes only the Property (the "**Drainage District**"), and (ii) by special assessments against the Property imposed pursuant to the Special Assessment Storm Water District that includes the Property (the "**Assessment District**"). Developer agrees to execute all documents

reasonably necessary to facilitate the Drainage District and Assessment District, and shall not challenge or oppose same or the mill levies or special assessments within the Drainage District, directly or indirectly.

B. As additional consideration for Developer to enter into this Agreement, City hereby acknowledges that Developer would not execute this Agreement absent the following covenant: City covenants and agrees that no additional special benefit districts for the repayment of the City Project Work will be formed that include the Project Area. The City hereby acknowledges that upon the repayment of all costs levied via the Assessment District (in the approximate amount of Twelve Million Dollars (\$12,000,000)), the City shall take all necessary actions to terminate the Assessment District. This Section shall survive the termination of this Agreement.

ARTICLE IV

DEVELOPER OF RECORD

Section 4.01 Developer Designation Developer currently owns all land within the Property and intends to develop the Project in a manner consistent with the Zoning Approvals and Project Plan for the purposes of carrying out that intent. Developer is hereby designated the exclusive Developer of Record of the Property for a period of 5 years from the date of publication of the Ordinance adopting the Project Plan; provided, however, any amounts spent by Developer during such 5-year period shall be reimbursable beyond such 5-year period.

ARTICLE V

REAL ESTATE TAXES

Section 5.01 Agreement to Pay Taxes The Developer agrees that to the extent it is obligated to pay any portion of the real estate tax bills for the Property it shall pay such taxes and assessments promptly on or before the due date of such tax bills. Failure to timely pay such real estate tax bills shall be an event of default under Section 9.01 below. Provided, however, that Developer or its successors shall have the right to pay said taxes under protest in accordance with applicable law. In addition to other remedies for default, City reserves the right to withhold Pay As You Go reimbursements and the proceeds of CID Bonds and/or TIF Bonds from Developer for such time as real estate taxes and assessments levied against the Property are delinquent. Developer acknowledges that the real estate tax and assessments on the Property are currently delinquent. Developer agrees to pay such delinquency within ten (10) days after obtaining Developer Financing for Phase 1 of the Project and further agrees that, in all events, permits to commence construction of Phase 1 of the Project will be withheld by the City until such delinquency is satisfied.

Section 5.02 Notice of Protest The Developer shall promptly notify the City in writing within ten (10) days of the filing of any protest of real estate taxes or valuation of any portion of the Property owned or controlled by the Developer by the County Assessor.

ARTICLE VI

OTHER DEVELOPER COVENANTS

Section 6.01 Maintenance and Repair At all times during the term of this Agreement, the Developer shall maintain in good repair and condition the Property and the buildings and improvements therein owned or controlled by it from time to time.

Section 6.02 Local, State and Federal Laws. The Developer and City shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

ARTICLE VII

ASSIGNMENT, SALES, LEASING, & MANAGEMENT

Section 7.01 Sale or Disposition of Property within Redevelopment District

A. **Control of Uses**. Within the categories of land uses approved with the zoning and preliminary and final development plans, as those approvals may be amended from time-to-time, Developer shall have complete and exclusive control over sales and/or leasing of the property which it owns within the Property, including, without limitation, the fixing of rentals and the selection or rejection of tenants.

B. **Sale or Lease**. Subject to **Section 7.01(C)**, the Developer may sell, transfer, convey, lease or otherwise dispose of real property owned by Developer within the Property, so long as said sale, transfer, conveyance, lease or disposition does not materially affect the repayment of the TIF Bonds and/or CID Bonds. From and after the date of this Agreement, the Developer shall notify the City in writing of any sale, lease or other disposition of any or all of the real property in the Property. Provided, however, that Developer may not subdivide the Property without the approval of City, which approval is in addition to the provisions of the ordinances of the City setting forth requirements for the subdividing of land. Said approval shall not be unreasonably withheld, delayed or conditioned, however may be withheld if such subdivision materially affects the repayment of the TIF Bonds and/or CID bonds.

C. **Transfer of Obligations**. This Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer except upon terms and conditions acceptable to the City. Any proposed assignee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations of the Developer, and, if the proposed transfer relates to a portion of any Redevelopment District on which Project Improvements are underway, such obligations to the extent that they relate to such ongoing work. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of any Redevelopment District, such obligations, conditions and restrictions to the extent that they relate to such portion). In the event this Agreement is assigned in whole or part, the Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. Notwithstanding the foregoing, Developer may, without the prior written consent of City, assign its rights under this Agreement to any Related Entity, provided that (i) prior to such assignment Developer furnishes the City with the name of any such Related Entity, together with

a certification of Developer, and such other proof as the City may reasonably request, that such assignee is a Related Entity of Developer and continues to remain such during the term of this Agreement and (ii) demonstrates to the City that it has the ability to perform all obligations of Developer under this Agreement. The City will have the right, at any reasonable time, to examine such books and records of Developer and Related Entity as may be necessary to establish that such assignee remains a Related Entity of Developer. For the purposes hereof, “control” will mean the power to direct or cause the direction of the management or policies of such corporation or entity..

D. Assumptions of Obligations. The Developer’s undertaking pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties, as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Property, nor any purchaser of individual residential units, shall be bound by any obligation of Developer solely by virtue of being a tenant, provided, however, that no transferee or owner of property within the Property except the City and Developer shall be entitled to any rights whatsoever under this Agreement, except as specifically authorized in writing by the Developer and City.

E. Time of Performance for City’s Approval Rights. Any approval rights of the City under this Article VII must be exercised in the form of a written authorization or rejection within thirty (30) days of receipt of written notice from the Developer.

Section 7.02 Partial Assignment of Reimbursement Rights At the Developer’s sole discretion, Developer may assign a limited right of reimbursement for Approved Eligible Project Costs (“**Reimbursement Assignment**”) to tenants, successors in interest, a Related Entity, creditors or subsequent landowners within the Property (“**Reimbursement Assignees**”).

B. All Reimbursement Assignments shall be made in the following manner:

1. An Assignment Agreement (the “**Assignment Agreement**”) shall be in form and content reasonably acceptable to the City.

2. The Assignment Agreement shall contain instructions to the Trustee or the City regarding the type of Approved Eligible Project Costs that the Reimbursement Assignee is entitled to, the timing and sequencing of the reimbursement as it relates to the timing and sequencing of reimbursements due to the Developer, and the amount of the reimbursement being granted to the Reimbursement Assignee.

3. To be valid, the Assignment Agreement shall be signed by:

- (a) The City who shall execute the Assignment Agreement at the direction of the Developer;
- (b) The Developer; and
- (c) The Reimbursement Assignee who shall agree to be bound by the terms of this Agreement as it relates to reimbursements of Approved

Eligible Project Costs and specifically the provisions of Article III herein.

Once a valid Assignment Agreement is executed, the City and the Developer shall take such further steps as may be reasonably necessary to comply with the intent of this Section. Nothing herein shall relieve Developer from its obligations under this Agreement.

Section 7.03 Related Entity Notwithstanding anything else contained in this Agreement, Developer shall have the right, without the consent of the City, to (a) transfer the property in the Property to a Related Entity or cause the property in the Property to be acquired by a Related Entity, and (b) to contribute to or transfer to such Related Entity any proceeds for reimbursement received by Developer as a result of expenditures made by either Developer or the Related Entity, provided that (i) prior to such assignment Developer furnishes the City with the name of any such Related Entity, together with a certification of Developer, and such other proof as the City may reasonably request, that such assignee is a Related Entity of Developer and continues to remain such during the term of this Agreement, and (ii) such Related Entity assumes or otherwise guarantees the obligations of the Developer hereunder, and (iii) such transfer is subject and subordinate to all obligations of Developer under this Agreement. The City will have the right, at any reasonable time, to examine such books and records of Developer and Related Entity as may be necessary to establish that such transferee remains a Related Entity of Developer.

ARTICLE VIII

AUTHORITY

Section 8.01 Actions The City represents and warrants that upon proper application of the Developer it has taken, or will take, such action(s) as may be required and necessary to process the amendments, variations, and special use approvals relating to its zoning ordinances and its other ordinances, codes and regulations, as may be necessary or proper in order to insure the development of the Property in accordance with the Zoning Approvals and to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

Section 8.02 Powers The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

Section 8.03 Authorized Parties Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by the Developer Representative; and any person shall be

authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken.

Section 8.04 Representations of the Developer Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

A. **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. **No Defaults or Violation of Law.** To Developer's actual knowledge following reasonable inquiry, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any material agreement or instrument to which it is now a party, and do not constitute a default under any of the foregoing.

C. **No Litigation.** Except for pending and threatened litigation regarding, or arising out of, the alleged termination of leases by the Developer for space in the former Mission Mall and fee disputes with third party consultants, real estate brokers, real estate agents, or contractors, no litigation, proceedings or investigations are pending or, to the actual knowledge of the Developer, threatened against the Developer (or any member of the Developer) or the Project or the Fourth Amended TIF Redevelopment Project Plan. In addition, no litigation, proceedings or investigations are pending or, to the actual knowledge of the Developer (including the actual knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

D. **No Material Change.** (i) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for or arising out of or relating to the transactions contemplated by this Agreement, and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

E. **Governmental or Corporate Consents.** To Developer's actual knowledge after reasonable inquiry, no consent or approval is required to be obtained from, and no action need be

taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement except as contemplated herein and except for City approvals pursuant to this Agreement and except for local, state and federal approvals in connection with the Project and public improvements to be performed by the City.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

G. Approvals. The Developer has or intends to obtain with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to complete the Developer Project Work. The Developer has no reason to believe that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will not be obtained in due course.

H. Compliance with Laws. To Developer's actual knowledge after reasonable inquiry, the Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

I. Developer Financing. The Developer warrants and represents to the City that, to the best of its present knowledge and belief, the Developer Financing will enable the Developer to timely implement the Developer Project Work as required in this Agreement. The financial statements of the Developer and members of the Developer furnished to the City or its consultants present fairly and accurately the financial position of such entities or persons as of the dates indicated. There has been no material adverse change in the financial position of such entities or persons since the date of such financial information. The Developer understands and agrees that the City has relied upon the financial capacity of the Developer and its members in its decision to enter into this Agreement.

J. Other Disclosures. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default The following events shall constitute an Event of Default under this Agreement:

A. The Developer shall fail to meet the Development Schedule.

B. The Developer shall fail to obtain and maintain the Developer Financing.

C. The failure of the Developer to maintain or cause to be maintained the insurance required by **Section 2.06** hereof; and continuance of such failure for a period of thirty (30) business days after there has been given to the Developer by the City a written notice of such failure.

D. Failure by the Developer to observe and perform any other covenant, condition or agreement on the part of the Developer under this Agreement, including failure to perform the Developer Project Work in substantial accordance with the Development Schedule, for a period of 60 days after written notice of such default has been given to the Developer by the City during which time such default is neither cured by the Developer nor waived in writing by the City. If the failure stated in the notice cannot be corrected within the applicable period, so long as corrective action is instituted within the applicable period and diligently pursued to completion, there shall be no default.

E. Failure by City to observe and perform any covenant, condition or agreement under this Agreement, for a period of 30 days, to the extent such nonperformance relates to: (i) the payment of any sums to the Developer or the trustee of the Project fund under the Master Funding Agreement or (2) any administrative approvals related to the Site Plans, the Zoning Approvals, any related permits, or any amendment thereto, after written notice of such default has been given to the City by the Developer during which time such default is neither cured by the City nor waived in writing by the Developer. If the failure stated in the notice cannot be corrected within the applicable period, so long as corrective action is instituted within the applicable period and diligently pursued to completion, there shall be no default. Notwithstanding the foregoing, the Development Schedule shall be extended by a time equal to any nonperformance by the City occurring under this Section.

F. Failure by City to observe and perform any covenant, condition or agreement under this Agreement, including failure to perform the City Project Work in a time and manner necessary to facilitate the Development Schedule, for a period of 60 days after written notice of such default has been given to the City by the Developer during which time such default is neither cured by the City nor waived in writing by the Developer. If the failure stated in the notice cannot be corrected within the applicable period, so long as corrective action is instituted within the applicable period and diligently pursued to completion, there shall be no default. Notwithstanding the foregoing, the Development Schedule shall be extended by a time equal to any nonperformance by the City occurring under this Section.

G. The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Developer, or adjudging the Developer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Developer under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Developer or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 30 consecutive days, or evidence of means of alternative financing is not otherwise provided by the Developer to the City.

H. The commencement by the Developer, or any member of the Developer of a voluntary case, of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the Developer, any member of the Developer of bankruptcy or insolvency proceedings against it, or the filing by any of them of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Developer or any member of the Developer or any substantial part of their property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Developer or any member of the Developer of any such action.

Section 9.02 Remedies on Developer's Default Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take any one or more of the following remedial steps:

- A. Refuse to approve any further disbursements or reimbursements until such event of default is cured.
- B. Terminate this Agreement.
- C. Pursue any remedy at law or in equity.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement or the Project. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred for any action arising from this Agreement or the Project. Further, specific performance shall not be available to the City to require the Developer to perform the Developer Project Work except to the extent Developer has received Incentive Funding to be utilized for a specific component of the Developer Project Work and has not expended such Incentive Funding for that component of the Developer Project Work, in which case specific performance may be utilized to compel Developer to expend the portion of the Incentive Funding for such specific component of the Developer Project Work.

Section 9.03 Remedies on City Default. Whenever any Event of Default by City shall have occurred, Developer shall have available to it all remedies at equity and at law. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement or the Project. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred for any action arising from this Agreement or the Project. In connection with any Event of Default by the Developer or the City to perform its obligations hereunder, if either party files a lawsuit for the enforcement of the performance or observance of any covenants or agreements on the part of the other party herein contained, the non-prevailing party agrees that it will, on demand thereof, pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 City Responsibility The City shall be responsible for the publication, mailing or delivery of such notices of public hearings or amendments thereto, and shall conduct public hearings as required by state statutes, and shall, if the requisite votes are received, pass such ordinances, to include a TIF and/or CID administrative fee, necessary to legally create and carry out the Project Plan and any future amendments.

Section 10.02 City Expenses City TIF District Expenses: The City shall be reimbursed by Developer for its actual reasonable out-of-pocket expenses incurred in approving the Project Plan and this Agreement, including but not limited to the fees and costs of its financial consultants, construction oversight fees, engineers, bond counsel and attorneys (the “**City TIF District Expenses**”). Said reimbursements to the City shall be deemed Eligible Public Costs. City TIF District Expenses shall, to the maximum extent permitted by law, be reimbursed as costs of issuance of any TIF Bonds.

B. City CID District Expenses: The City shall be reimbursed by Developer for its actual reasonable out-of-pocket expenses incurred in approving any CID and this Agreement including but not limited to the fees and costs of its financial consultants, construction oversight fees, engineers, bond counsel and attorneys (the “**City CID District Expenses**”). Said reimbursements to the City shall be deemed Eligible Public Costs. City CID District Expenses shall, to the maximum extent permitted by law, be reimbursed as costs of issuance of any CID Bonds.

C. Bond Administrative Fees. The City shall not charge the Developer any bond application or administrative fees related to the Project after the date of this Agreement; provided, however, the Developer shall reimburse the City for all actual expenses incurred in the issuance of IRBs for the Project.

D. Limitation on Construction Fees. Developer’s obligation to pay or reimburse the City for any of the following shall not exceed Five Hundred Thousand Dollars (\$500,000) for the entire Project: construction oversight fees, engineering fees, building permit fees, plan review fees, or any out-of-pocket fees or costs related to the design or construction of the Project.

Section 10.03 Limited Obligations The IRBs shall not constitute a debt or general obligation of the City, the State or any political subdivision thereof, shall be payable solely from the revenues described in the Bond Documents, and shall not constitute or give rise to or impose upon the City, the State or any political subdivision thereof a pecuniary liability or a charge upon its general credit or taxing powers. Under no circumstances shall the City be obligated to extend credit support to any issuance of TIF Bonds, CID Bonds and/or IRBs.

Section 10.04 Time of Essence Time is of the essence of this Agreement.

Section 10.05 Amendment This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution

of the City approving said amendment, as provided by law, and by the execution of said amendment by the Developer and the City or their successors in interest.

Section 10.06 **Liens** The Developer agrees that no mechanics' or other liens shall be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer, contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal there from. The City reserves the right to require Developer to deposit a bond or other form of surety to ensure any mechanic's liens adjudicated valid are timely discharged.

Indemnity and Release.

A. **Developer Indemnity.** The Developer covenants and agrees, at its expense, to pay and to indemnify and save the City and its officials, members, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of any and all claims, demands, expenses, penalties, fines, taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever arising from the Developer's Project Work, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with the Developer's Project Work or the Property, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project by the Developer or its agents. The Developer also covenants and agrees at its expense to pay, and to indemnify and save the City and its officials, members, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by the Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax related to or arising out of the Developer's Project Work. If any action or proceeding subject to the provisions of this **Section 10.07(A)** is brought against the City or its officials, members, directors, officers, employees or agents by reason of any such claim or demand, the Developer, upon notice from the City, covenants to resist and defend such action or proceeding on demand of the City or its officials, members, directors, officers, employees or agents. Notwithstanding the foregoing, neither the City nor its officials, members, directors, officers, employees and agents shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by their own negligent, willful and malicious acts or omissions or negligent, willful and malicious acts or omissions of their own members, directors, officers, employees or agents.

Section 10.08 Immunity of Officers, Employees and Members of the City No recourse shall be had for the payment of the principal of or interest on the Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future official, officer, member, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, members, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 10.09 No Other Agreement Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter of Project approval, construction and financing and is a full integration of the agreement of the parties.

Section 10.10 Assigns and Transfers This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

Section 10.11 Severability If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 10.12 Kansas Law This Agreement shall be construed in accordance with the laws of the State of Kansas.

Section 10.13 Notice All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

Aryeh Realty, LLC
50 Broadway
New York, New York 10004
Attn: Allen Gross

With copy to:

Evan F. Fitts
Polsinelli
700 West 47th Street, Suite 1000
Kansas City, MO 64112

To the City:

Mayor
City of Mission, Kansas
6090 Woodson
Mission, KS 66202

With copies to:

Lewis A. Heaven, Jr.
Spencer Fane LLP
9401 Indian Creek Parkway, Suite 700
Overland Park, KS 66210

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 10.14 Counterparts This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 10.15 Recordation of Agreement The parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Johnson County, Kansas.

Section 10.16 Consent or Approval Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 10.17 Notice of Developer Default to Lender; Lender Right to Cure; Modifications In the event of any act or omission by Developer which would give City the right to terminate the Agreement, or make any claim against Developer for the payment of money in an amount over \$50,000.00 or for specific performance, City will not make such claim or exercise such right until (i) it has given written notice of such act or omission to (a) Developer; and (b) a Fee Mortgagee (as defined below) as to whom Developer has instructed City in writing to give copies of all of City's notices to Developer; and (ii) Developer or Fee Mortgagee fails to cure such act or omission within thirty (30) days after written notice thereof from City (or if such act or omission cannot be cured within such thirty (30) day period fails to undertake to cure such act or omission within such thirty (30) day period and to diligently pursue to completion such cure or remedy within sixty (60) days as relates to the Developer and seventy (70) days as relates to Fee Mortgagee, or such longer period as may be required if such cure or remedy is not reasonably susceptible to cure within said period. Provided, however, notwithstanding the foregoing, if the default is of such a nature that it cannot be remedied by Fee Mortgagee without possession of the property subject to the Fee Mortgage (defined below), then the default shall be deemed to be remedied if: (a) within thirty (30) days after receiving written notice from the City setting forth the nature of such event of default, or prior thereto, the Fee Mortgagee shall have acquired such property or shall have commenced foreclosure proceedings, (b) the Fee Mortgagee diligently prosecutes any such proceedings to completion, (c) within such thirty (30) day period the Fee Mortgagee shall have fully cured any default in the payment of any monetary obligations owed to the City hereunder, and all non-monetary obligations of Developer under this Agreement which do not require possession of property subject to the Fee Mortgage and shall thereafter continue to perform faithfully all such monetary and non-monetary obligations of Developer under this Agreement which do not require possession of property subject to the Fee Mortgage, and (d) after gaining possession of such property following foreclosure or deed in lieu thereof, the Fee Mortgagee performs all other obligations of Developer hereunder as and when the same become due.

A. Developer (or its Related Entity) shall have the right at any time to subject all or any portion of its fee or leasehold interest in property owned by Developer in the Property, including any residual interest in the building improvements, to one or more mortgages, deeds of

trust or like instruments or to otherwise encumber such fee interest (“**Fee Mortgage**”), provided that Developer forwards to City a written notice setting forth the name and address of the mortgagee, beneficiary or holder (“**Fee Mortgage**”) of such Fee Mortgage. In addition to the rights of Fee Mortgagee set forth above, the Fee Mortgagee shall be entitled to the benefits set forth in this Section. Subject to **Section 7.02** of this Agreement, Developer (or its Related Entity) shall also have the right to collaterally assign to any Fee Mortgagee as additional collateral for the obligations secured by the Fee Mortgage all of Developer’s rights under this Agreement relating to the property encumbered by the Fee Mortgage.

1. *Modification of Agreement.* Except in the exercise of any remedies under Article 9 which may run in favor of City (but subject to Fee Mortgagee notice and cure rights in this Section), this Agreement shall not be canceled, surrendered, modified or amended in a material manner without the written consent of the Fee Mortgagee under any Fee Mortgage and any such change requiring the consent of the Fee Mortgagee shall not be binding on the Fee Mortgagee without the Fee Mortgagee’s consent, which will not be unreasonably withheld, delayed or conditioned; provided, however, subject to the foregoing, nothing contained herein shall modify or diminish the rights and remedies of the City provided under the terms of this Agreement. An amendment or modification of the Agreement shall only be deemed to be material if such amendment or modification alters the Agreement term or the amount, payment or priority of Net Bond Proceeds or any other amounts payable by Developer or City under this Agreement or materially diminishes any non-monetary obligation of City or materially increases any non-monetary obligation of Developer.

2. *Substitute Performance.* Each Fee Mortgagee under a Fee Mortgage shall, within the 30 day cure period provided herein (subject to such additional cure periods as provided in this Agreement for Fee Mortgagee), have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Fee Mortgagee with the same force and effect as if furnished by Developer.

3. *Special Rights of Fee Mortgagee.* No Fee Mortgagee under a Fee Mortgage shall be required, pursuant to this Section, to continue to proceed to obtain possession of the property, to continue in possession of the property as mortgagee or to continue to prosecute foreclosure proceedings following the cure of such default. Nothing herein shall preclude City from exercising any of its rights or remedies with respect to any other default by Developer during any period of City’s forbearance under this Section, but in such event the Fee Mortgagee shall have all of the rights and protections provided in this Section with respect to such other default. If the Fee Mortgagee, or its nominee, or a receiver or a purchaser at a foreclosure sale shall cure all defaults of Developer hereunder then the defaults of any prior Developer hereunder which are not continuing shall no longer be deemed to be defaults hereunder.

4. *Limitations on Fee Mortgagee’s Liability.* No Fee Mortgagee under a Fee Mortgage shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Fee Mortgagee takes possession of the property

as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Agreement by foreclosure, or deed in lieu of foreclosure or otherwise. Thereafter, such Fee Mortgagee and its successors and assigns shall each remain personally liable for the obligations of Developer only so long as they are in possession of the fee estate as Fee Mortgagee or the owner of the fee estate under this Agreement. In addition, no Fee Mortgagee or purchaser upon acquiring any portion of Property through foreclosure of a Fee Mortgage, deed in lieu, or in aid thereof, shall be liable or responsible for any liabilities or obligations under this Agreement except to the extent arising or accruing during the Fee Mortgagee's or purchaser's period of ownership and any liabilities of Fee Mortgagee shall be in all events limited to its interest in the property acquired pursuant to foreclosure or deed in lieu of the property acquired.

5. Any Fee Mortgagee or purchaser upon acquiring any portion of the Property through foreclosure of a Fee Mortgage, deed in lieu, or in aid thereof, shall automatically be (i) deemed to have assumed the obligations of the Developer under this Agreement arising or accruing during the Fee Mortgagee's or purchaser's period of ownership, and (ii) deemed to be Developer's assignee and entitled to exercise all rights of the Developer under this Agreement relating to the property acquired by the Fee Mortgagee or such purchaser. Notwithstanding the foregoing, the provisions of Article VII hereof shall govern any proposed further assignment of the Agreement by Fee Mortgagee or such purchaser.

6. Following receipt of written notice from a Fee Mortgagee that Fee Mortgagee is exercising its rights to exercise Developer's rights and assume Developer's obligations under this Agreement pursuant to the Fee Mortgage and/or any other loan document, the City as requested by the Fee Mortgagee shall perform all of its respective obligations under this Agreement to and for the benefit of Fee Mortgagee or such other party as Fee Mortgagee shall direct, and shall recognize Fee Mortgagee's right to exercise all rights of Developer under this Agreement until, and subject to Article VII hereof, the receipt by City of a subsequent notice from Fee Mortgagee directing that performance be directed to another party. Each party who receives a notice from Fee Mortgagee or any other Mortgagee shall be entitled to rely upon such notice and shall not be required to investigate or determine the validity or accuracy of such notice of the validity or enforceability of the assignment. Developer hereby indemnifies and agrees to defend and hold City harmless from and against any and all expenses, loss, claims, damage or liability arising out of such party's compliance with such notice or performance of the obligations under this Agreement made in good faith in reliance on and pursuant to such notice.

Section 10.18 Term of Agreement. Except as otherwise provided in **Section 3.13**, this Agreement will become effective upon approval of the Project Plan in accordance with the TIF Act.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF MISSION, a Kansas municipal corporation

By: _____
Steve Schowengerdt, Mayor

ATTEST:

By: _____
Martha Sumrall, City Clerk

ARYEH REALTY, LLC

By: _____
Title: _____

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2017, to me personally known, appeared Steve Schowengerdt and Martha Sumrall, who, being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Mission, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the City's seal and that said instrument was signed, sealed and delivered in behalf of said City by authority of its City Council.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, to me personally known, appeared _____, who, being by me duly sworn did say that he is the _____ of ARYEH REALTY, LLC a limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBITS

- Exhibit A Legal Description of the Property
- Exhibit B Project Budget
- Exhibit B-1 Construction Schedule
- Exhibit C Bond Schedule
- Exhibit D Insurance Requirements
- Exhibit E Certification of Expenditures Form

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 seconds East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway; thence South 1 degree 54 minutes 32 seconds East a distance of 42.62 feet to a point; thence South 37 degrees 23 minutes 58 seconds West a distance of 936.45 feet to a point; thence North 52 degrees 36 minutes 02 seconds West a distance of 44.00 feet to a point on the East right of way line of Roeland Drive; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.

EXHIBIT B
PROJECT BUDGET

<u>Land, Demolition & Predevelopment Costs</u>	<u>Development Budget</u>	<u>Approved Eligible Project Costs</u>	<u>TIF Eligible Project Costs</u>	<u>CID Eligible Project Costs</u>
Property Acquisition	\$7,550,000	\$7,550,000	\$7,550,000	\$7,550,000
Tenant Buyouts and Relocation	\$512,568	\$512,568	\$512,568	\$512,568
Demolition / Earthwork	\$2,534,838	\$2,534,838	\$2,534,838	\$2,534,838
Architectural /Survey / Site Design	\$7,420,005	\$0	\$0	\$0
Engineering	\$2,944,401	\$0	\$0	\$0
Legal	\$1,861,125	\$0	\$0	\$0
Real Estate Taxes	\$1,861,592	\$0	\$0	\$0
Interest on Past Loans	\$5,244,330	\$0	\$0	\$0
Closing Costs /Mortgage Tax on Past Loans	\$1,962,642	\$0	\$0	\$0
Prior Contractor General Conditions / Fees / Other	\$1,285,255	\$0	\$0	\$0
Marketing / Promotions	\$580,009	\$0	\$0	\$0
Miscellaneous 3rd Party Expenses	\$820,238	\$0	\$0	\$0
Developer - General Conditions	\$548,654	\$0	\$0	\$0
Developer - Miscellaneous	\$485,862	\$0	\$0	\$0
Developer - Project Management / Coordination	\$976,641	\$0	\$0	\$0
Developer - Travel / Lodging / Meals	\$461,140	\$0	\$0	\$0
Developer - Meals & Entertainment	\$20,904	\$0	\$0	\$0
Developer - Allocated Overhead	\$651,550	\$0	\$0	\$0
Developer - Other Legacy less Minimum Rents	\$412,329	\$0	\$0	\$0
Total Land Costs	\$38,134,083	\$10,597,406	\$10,597,406	\$10,597,406
<u>Site Work, Infrastructure & Parking</u>				
Hard Costs - Parking Garage (1,041 Spaces)	\$15,010,155	\$15,010,155	\$15,010,155	\$15,010,155
Sitework	\$7,999,429	\$7,999,429	\$7,999,429	\$7,999,429
Offsite	\$500,000	\$500,000	\$500,000	\$500,000
Total Site Work	\$23,509,584	\$23,509,584	\$23,509,584	\$23,509,584
<u>Hard Costs</u>				
Hard Costs Retail (Roeland)	\$3,854,490	\$3,854,490	\$0	\$3,854,490
Hard Costs Retail (Johnson)	\$2,066,827	\$2,066,827	\$0	\$2,066,827
Hard Costs Entertainment/Retail	\$32,224,500	\$32,224,500	\$0	\$32,224,500
Hard Costs Hotel (includes Restaurant & Spa)	\$23,745,480	\$23,745,480	\$0	\$23,745,480
Hard Costs Residential	\$22,295,094	\$22,295,094	\$0	\$22,295,094
Hard Costs Office	\$9,750,000	\$9,750,000	\$0	\$9,750,000

Payment & Performance Bonds	\$523,457	\$523,457	\$104,782	\$523,457
Insurance/Builders Risk	\$1,235,477	\$1,235,477	\$247,310	\$1,235,477
General Contractor Fee	\$2,830,020	\$2,830,020	\$566,495	\$2,830,020
Tenant Improvements	\$5,043,180	\$5,043,180	\$0	\$5,043,180
Contingency	\$6,101,746	\$6,101,746	\$1,221,408	\$6,101,746
Total Hard Costs	\$109,670,271	\$109,670,271	\$2,139,995	\$109,670,271

Soft Costs

Architecture/Engineering Services	\$3,248,652	\$3,248,652	\$650,294	\$3,248,652
Legal	\$375,000	\$375,000	\$75,065	\$375,000
Platting	\$75,000	\$75,000	\$15,013	\$75,000
Civil Engineer (includes geo-tech and survey)	\$29,000	\$29,000	\$5,805	\$29,000
Testing & Special Inspections	\$200,000	\$200,000	\$40,035	\$200,000
Real Estate Taxes	\$228,000	\$228,000	\$228,000	\$0
Stormwater Assessments	\$3,952,000	\$3,952,000	\$3,952,000	\$0
Residential Marketing and FF&E	\$358,000	\$358,000	\$71,662	\$358,000
Project Branding & Marketing	\$50,000	\$50,000	\$10,009	\$50,000
Farmers Interest	\$504,000	\$504,000	\$100,887	\$504,000
Hotel Pre Opening	\$1,000,000	\$1,000,000	\$0	\$1,000,000
Hotel Supplies	\$400,000	\$400,000	\$0	\$400,000
Hotel FFE	\$3,400,000	\$3,400,000	\$0	\$3,400,000
Hotel Operator Technical Services Fee	\$200,000	\$200,000	\$0	\$200,000
Development Fee	\$4,564,451	\$2,000,000	\$0	\$2,000,000
Project Staffing	\$2,250,000	\$0	\$0	\$0
Residential Staffing	\$150,000	\$150,000	\$0	\$150,000
Permit & Fees	\$796,053	\$796,053	\$159,349	\$796,053
Accounting (Audit, etc.)	\$50,000	\$50,000	\$10,009	\$50,000
Developer Reimbursements	\$300,000	\$0	\$60,052	\$0
Leasing Commissions	\$1,792,817	\$1,792,817	\$0	\$1,792,817
Soft Cost Contingency	\$750,000	\$750,000	\$150,130	\$750,000
Total Soft Costs	\$24,672,973	\$19,558,522	\$5,528,310	\$15,378,522

Construction Loan Closing Cost

Mortgage Broker Fee	\$616,821	\$616,821	\$123,488	\$616,821
Bank Fee	\$1,233,642	\$1,233,642	\$246,975	\$1,233,642
Title Insurance	\$925,231	\$925,231	\$185,231	\$925,231
Mortgage Recording Tax	\$185,046	\$185,046	\$37,046	\$185,046
Legal (Owner and Lender)	\$500,000	\$500,000	\$100,100	\$500,000
Construction Monitoring	\$150,000	\$150,000	\$30,030	\$150,000
3rd Parties	\$250,000	\$250,000	\$50,050	\$250,000
Total Construction Loan Closing Cost	\$3,860,740	\$3,860,740	\$772,920	\$3,860,740

Interest Reserve

Construction Loan Interest Reserve	\$4,200,000	\$4,200,000	\$840,840	\$4,200,000
Bond Payment Reserve	\$2,399,022	\$2,399,022	\$480,284	\$2,399,022
Total Financing Costs	\$6,599,022	\$6,599,022	\$1,321,124	\$6,599,022

TOTALS:	\$206,446,673	\$173,795,545	\$43,869,339	\$169,615,545
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*Transient Guest Tax revenues are considered as a part of the TIF Eligible Project costs and may be subject to additional certification criteria.

EXHIBIT B-1

CONSTRUCTION SCHEDULE

- No later than October 31, 2018 – Commence construction of Phase 1
- No later than April 30, 2020 – Complete construction of Phase 1
- No later than December 31, 2020 – Commence construction of Phase 2 or 3
- No later than December 31, 2022 – Complete construction of Phase 2 or 3

EXHIBIT C
BOND SCHEDULE

EXHIBIT D

INSURANCE REQUIREMENTS

A. Developer shall procure and maintain, or cause to be procured and maintained, for the duration of the agreement, occurrence form insurance coverages against claims for injuries to persons or damages to property which may arise from or in connection with the project. Any “claims-made” coverage will require coverage for two years after completion of project. The cost of such insurance shall be included in the Developer’s costs.

B. Coverages and minimum limits.

1. Commercial General Liability: [ISO “occurrence” form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations aggregate limit. Any general aggregate limit should be at least \$2 million with a per site/project endorsement.

2. Business Auto Coverage: (*Owned and non-owned autos*) \$1,000,000 per occurrence limit.

3. Workers Compensation and Employers Liability: Workers compensation statutory limits as required by the state of Kansas and employer’s liability limits of \$100,000/\$500,000. *When workers compensation insurance policy is applicable, waiver of subrogation and “other states” coverage is required.*

4. Builder’s Risk. Coverage equal to project values.

5. Professional Liability. Architect/engineer liability of at least \$5,000,000.

6. Excess/umbrella. Minimum limit of \$10,000,000 per occurrence/aggregate, reduced to minimum limit of \$5,000,000 for subcontractors

7. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

8. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Developer.

C. Additional Insured. The City, its officials, officers, employees and agents shall be listed as additional insureds as respect to the project. Any other insurance maintained by the city shall be secondary and not contribute with the coverage provided by the Developer.

D. This agreement shall not modify or waive the provisions available to the City contained in the Kansas Tort Claims Act, Chapter 75, Article 61 of the Kansas Statute Annotated.

E. Verification of Coverage.

1. Developer shall furnish the City certificates of insurance accompanied by ISO Form Additional insured endorsements or equivalent evidencing the coverage

required by the City. The endorsements and certificate for each insurance policy are to be executed by a person authorized by the insurer to bind coverage on its behalf.

2. The certificate of insurance must contain a statement that the insurance coverages are provided by Kansas admitted insurance companies. Those not admitted must be approved by City.

3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance with the name, address, and telephone number of the claims office indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be assumed by and at the sole risk of the Developer.

4. If any of the foregoing insurance coverages are "Claims-Made" form, coverage will be required to remain in force for a minimum of two years after completion of the project. Also, proof of annual renewal of coverages shall be filed with the city during the life of the project or the agreement which ever is longer and then "Claims-Made" forms for two years thereafter.

F. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' written notice has been given to the City.

G. Subcontractors. The Developer shall include all subcontractors as additional insureds under its policies or shall furnish to the City Clerk and project manager separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT E

CERTIFICATION OF EXPENDITURES FORM

Request No. _____

Date: _____

Pursuant to **Section 3.06** of the Third Amended and Restated Redevelopment Agreement for the Gateway Retail District (the “Agreement”) between the City of Mission, Kansas and the undersigned (the “Developer”), the Developer requests payment or reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Agreement.
5. Each item listed above has not previously been paid or reimbursed and no part thereof has been included in any other Disbursement Request previously filed with the City.
6. There has not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.
7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefore.
8. Lien waivers for costs for which payment is hereby requested have been received and are attached hereto as **Attachment II** hereto.

ARYEH REALTY, LLC

By: _____

Title: _____

Approved this ____ day of _____, 201__

CITY OF MISSION

By: _____
City Representative

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURE
REDEVELOPMENT AGREEMENT FOR THE GATEWAY RETAIL DISTRICT**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the costs of issuance for which the Obligation to be paid was incurred ¹
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City of Mission	Item Number:	8e.
ACTION ITEM SUMMARY	Date:	October, 2017
Administration	From:	Laura Smith

Action items require a vote to recommend the item to full City Council for further action.

RE: Appointment of Land Use Attorney

RECOMMENDATION: Approve Pete Heaven of Spencer Fane as the City's Land Use Attorney for a term expiring December 31, 2018, confirm that the firm of Lathrop & Gage, in consultation with Pete Heaven, will continue to represent the City of Mission as it relates to litigation involving the Transportation Utility Fee.

DETAILS: The City has historically appointed a Land Use Attorney each January to assist and advise the City in various matters. In January 2017, the appointment of the law firm of Lathrop & Gage was appointed to serve in that capacity.

In late September, the City was advised that effective October 1st, Pete Heaven would be transitioning to the firm of Spencer Fane. The City must advise Lathrop & Gage of how we wish to have the matters handled by Pete addressed going forward. In order to maintain the continuity and experience with a number of current development projects and other land use uses, it is recommended that the Council appoint Pete Heaven of the law firm of Spencer Fane to continue as the City's Land Use Attorney through December 31, 2018.

In addition, it is recommended that the City Council specifically confirm its intent to keep litigation associated with the Transportation Utility Fee with Tom Murray of the firm of Lathrop & Gage, with consultation provided by Pete Heaven.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	

City of Mission	Item Number:	8f.
ACTION ITEM SUMMARY	Date:	October, 2017
Administration	From:	Laura Smith

Action items require a vote to recommend the item to full City Council for further action.

RE: City Historian

RECOMMENDATION: Approve the creation of the volunteer position of City Historian for the City of Mission and appoint Frank Bruce to the position through December 31, 2018.

DETAILS: The Mayor asked that the duties and responsibilities for a City Historian's position be developed and placed on the October 18, 2017 City Council agenda for consideration.

Based on research regarding the role and responsibilities of other City Historian's, the attached Resolution was prepared outlining the same, making it a bi-annual appointment with the consent of the City Council.

CFAA CONSIDERATIONS/IMPACTS: The City Historian will have an important role in capturing, maintaining and preserving not only Mission's rich history, but also the relevant current events in order that the information be available to current and future generations.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	

RESOLUTION NO. ____

A RESOLUTION ESTABLISHING THE VOLUNTEER POSITION OF CITY HISTORIAN FOR THE CITY OF MISSION, KANSAS

WHEREAS, the City of Mission was incorporated in 1951, and continues to thrive as a vibrant and diverse community for residents and businesses in Northeast Johnson County; and

WHEREAS, prior to 1951, this area of Johnson County saw many changes and was home to important historical figures who shaped our history, and;

WHEREAS, the impact of current events and people are also important to capture for the benefit of the City, and;

WHEREAS, it is important that the rich history of our City be maintained and shared with current and future generations,

NOW, THEREFORE, LET IT BE RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS:

Section 1. The Mission City Council establishes the volunteer position of "City Historian" with the following duties and responsibilities:

- a. Collect, preserve, and make available materials relating to the history of the City
- b. Promote the history of Mission at community events and through local schools
- c. Work with staff to recommend appropriate historical materials for publication
- d. Maintain historical and cultural displays at City Hall
- e. Provide an annual report to the Governing Body of accomplishments during the year

Section 2. On an bi-annual basis at the first regular City Council Meeting in January, the Mayor, with the consent of the City Council, may appoint a Mission resident to serve as "City Historian. This shall be a volunteer position:

Section 3. Frank Bruce is hereby appointed as Historian for the City of Mission for a term expiring December 31, 2019.

THIS RESOLUTION IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, this 18th day of October 2017.

THIS RESOLUTION IS APPROVED BY THE MAYOR this 18th day of October 2017.

Steve Schowengerdt, Mayor

ATTEST:

Martha Sumrall, City Clerk